Bent & Prowers Counties, Colorado

Quality Irrigated & Organic Colorado Land Auction

INFORMATION BOOKLET

- 2,553.1± Certified Organic Acres.
- 3,761.5± Irrigated Acres
- 4,724.26 FSA Cropland Acres
- 3,613 Water Shares
- 1,503.3± Acres of Pasture
- Tracts Ranging from 96-975± Acres in Size
- Late Model Irrigation Pivots
- Extensive Irrigation Improvements
- 6 Tracts of Isolated LAWMA Shares

6,673±

Offered in 26 Tracts or Combinations

Thursday, October 24 . 10 am MST

Auction Held at the Lamar Community Building • 610 S 6th St, Lamar, CO 81052









800.451.2709 www.SchraderAuction.com



DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

Seller: VCRAF AGIS Bent 50 LLC



SCHRADER REAL ESTATE & AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725 260-244-7606 or 800-451-2709 SchraderAuction.com

TERMS & CONDITIONS:

PROCEDURE: Bids will be taken on the individual tracts & any combination of two or more tracts. Bidding on individual tracts & combinations will compete until the end of the auction, at which time the final bid(s) will consist of that set of one or more bid(s) resulting in the highest total price. The final bid(s) are subject to Seller's acceptance or rejection.

PURCHASE CONTRACT: At the end of the auction, each high bidder will sign an offer in the form of the purchase contract included in each bidder's packet. All information contained in this sale brochure & other marketing materials is subject to the terms & conditions contained in the purchase contract. Seller's agents shall not be bound by any statement, promise or inducement that is not contained or incorporated in the written purchase contract.

PAYMENT TERMS: 10% of the purchase price will be due as an earnest money deposit, w/ the balance due in cash at closing. The earnest money deposit may be made in the form of cashiers check, personal check, or corporate check. BIDS ARE NOT CONTINGENT UPON FINANCING, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

DELIVERY OF TITLE: The property will be conveyed by Warranty Deed, subject to all easements & other Permitted Exceptions described in the purchase contract.

EVIDENCE OF TITLE: Preliminary title insurance schedules will be available to review prior to bidding. After the auction, Seller will furnish an updated title insurance commitment for each closing. At closing, Seller will pay for the cost of issuing a standard coverage owner's title insurance policy.

SURVEY: For any closing, a new survey will be ordered by an

agent of Seller if & only if necessary to record the conveyance or otherwise deemed necessary or appropriate in Seller's sole discretion. If a new survey is obtained, the survey costs will be shared equally (50:50) by Seller & Buyer. Unless otherwise provided, the purchase price will be adjusted to reflect any difference between the pre-auction acre estimate & the gross acres shown in the survey.

CLOSING: Closing will be approx. 60 days after the auction (or as soon as possible thereafter upon completion of the survey, if applicable, the final title commitment & Seller's closing documents).

POSSESSION: Possession will be delivered at closing for tracts 3, 6, 7, 9, 11, 12, 13 & 20. Possession on the remainder of the tracts will be delivered subject to rights of the Lessee under an existing agricultural lease through 12/1/2025. (The lease is available to review upon request.)

WATER SHARES: The Water Shares shall be transferred to Buyer in accordance w/ the provisions of the purchase contract.

WATER ASSESSMENTS: Seller shall pay any unpaid Water Share Assessments attributed to the Water Shares for the 2024 water year or earlier. Buyer shall assume responsibility for all other Water Share Assessments associated w/ the Water Shares beginning w/ the Water Share Assessments for the 2025 water year.

REAL ESTATE TAXES: Seller shall pay the real estate taxes for the calendar year 2024 due in 2025 (or the estimated amount thereof) & all prior taxes.

MINERALS: The sale of the real estate will include minerals currently owned by Seller (if any). However, no promise, warranty or representation will be made as to the existence

or value of any minerals or the nature or extent of Seller's interest therein.

TRACT MAPS; ACRES; ETC.: Advertised tract maps, acreages, square footages & dimensions are approximations & have been estimated based on county tax parcel data, property tax records, pre-auction survey work and/or digital aerial mapping.

AGENCY: The Auction Manager is the Seller's agent. Schrader Real Estate & Auction Company, Inc. is the Seller's transaction broker. Buyer will be treated as a customer & will not be represented by the Auction Manager or the Auction Company.

THIS PROPERTY IS OFFERED AS IS, WHERE IS, WITHOUT ANY WARRANTY OF ANY KIND AS TO ITS CHARACTER OR CONDITION OR ITS SUITABILITY FOR ANY USE OR PURPOSE. Prospective bidders are responsible for conducting their own independent inspections, investigations, inquiries & due diligence prior to bidding. All information in the marketing materials is provided subject to the bidder's independent verification. Seller & Auction Company assume no liability for any inaccuracies, errors or omissions.

CONDUCT OF AUCTION: The conduct of the auction & increments of bidding will be at the direction & discretion of the auctioneer. Seller & its agents reserve the right to preclude any person from bidding if there is any question as to the person's identity, credentials, fitness, etc. All decisions of the auctioneer at the auction are final.

CHANGES: Please regularly check www.schraderauction. com prior to the scheduled auction time for possible changes or additions to the property information. AUCTION DAY ANNOUNCEMENTS WILL TAKE PRECEDENCE OVER THE MARKETING MATERIALS & ANY OTHER PRIOR STATEMENTS.

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

THURSDAY, OCTOBER 24, 2024 6,673± ACRES – BRENT & PROWERS COUNTIES, COLORADO

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc., P.O. Box 508, Columbia City, IN, 46725,

Email to <u>auctions@schraderauction.com</u> or fax to 260-244-4431, no later than Thursday, October 17, 2024. Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION								
DIDDEN INFORMATION	(FOR OFFICE USE ONLY)							
Name	Bidder #							
Address								
City/State/Zip								
Telephone: (Res) (Office)								
My Interest is in Tract or Tracts #								
BANKING INFORMATION								
Check to be drawn on: (Bank Name)								
City, State, Zip:								
Contact: Phone No:								
HOW DID YOU HEAR ABOUT THIS A □ Brochure □ Newspaper □ Signs □ Internet □ Radi								
□ Other								
WOULD YOU LIKE TO BE NOTIFIED OF FUT	TURE AUCTIONS?							
☐ Regular Mail ☐ E-Mail								
☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreati	ional Building Sites							
What states are you interested in?								
Note: If you will be bidding for a partnership, corporation or other entity, y with you to the auction which authorizes you to bid and sign a Purchase Ag	you must bring documentation							
I hereby agree to comply with terms of this sale including, but not limited to, premiums, and signing and performing in accordance with the contract if I an Real Estate and Auction Company, Inc. represents the Seller in this transaction	n the successful bidder. Schrader							
Signature: D	Oate:							

Online Auction Bidder Registration 6,673± Acres • Bent & Prowers Counties, Colorado Thursday, October 24, 2024

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

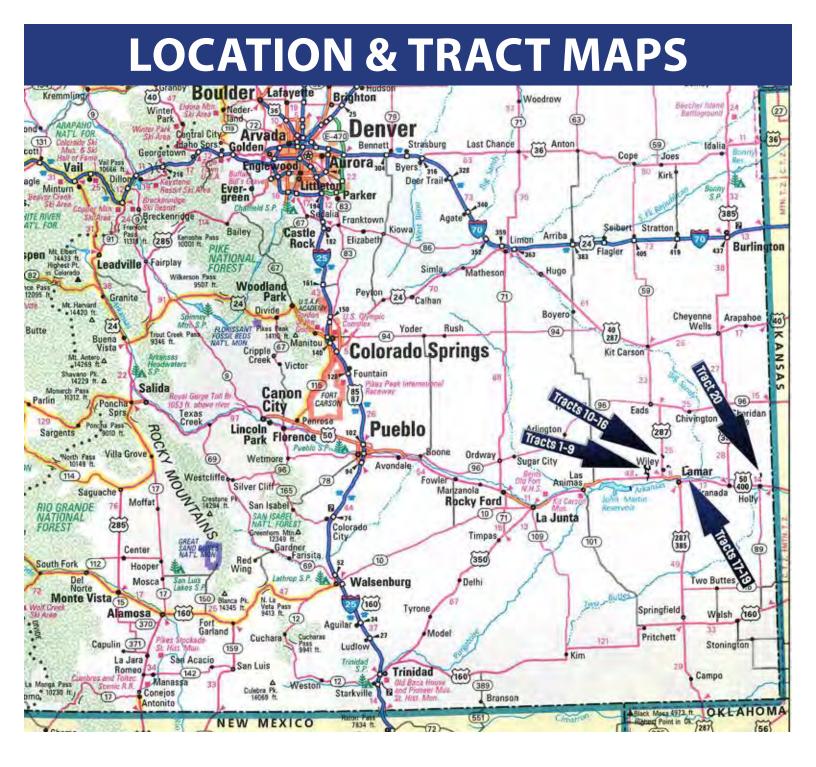
As the registered bidder, I hereby agree to the following statements:

1.	My name and physical address is as follows:
	My phone number is:
2.	I have received the Real Estate Bidder's Package for the auction being held on Thursday, October 24, 2024 at 10:00 AM (CST).
3.	I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4.	I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5.	I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6.	I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$ I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.
	Schrader Real Estate & Auction Company, Inc. 950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725 Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com
	For wire instructions please call 1-800-451-2709.

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7.	My bank routing number is	and bank account number is
	(This for return of your deposit money). My ba	ank name, address and phone number is:
8.	partners and vendors, make no warranty or function as designed on the day of sale. Techn technical problem occurs and you are not a Schrader Real Estate and Auction Co., Inc., its liable or responsible for any claim of loss, technical failure. I acknowledge that I am acce	Real Estate and Auction Co., Inc., its affiliates guarantee that the online bidding system will nical problems can and sometimes do occur. If able to place your bid during the live auction is affiliates, partners and vendors will not be held whether actual or potential, as a result of the epting this offer to place bids during a live outer stending the auction as a personal convenience to
9.		be received in the office of Schrader Real Estate October 17, 2024. Send your deposit and return auctions@schraderauction.com.
I unde	erstand and agree to the above statements.	
Regist	tered Bidder's signature	Date
Printe	d Name	_
This d	locument must be completed in full.	
	receipt of this completed form and your depeassword via e-mail. Please confirm your e-ma	oosit money, you will be sent a bidder number ail address below:
E-mai	l address of registered bidder:	
conve	you for your cooperation. We hope your online nient. If you have any comments or suggestions @schraderauction.com or call Kevin Jordan at 26	s, please send them to:

LOCATION MAPS



LOCATION & TRACT MAPS Chivington Brandon NEESOPAH CRE Valley KIOWA CO KIOWA CO PROWERS CO BENT CO Big Bend May Kornman Channing. Hasty Caddoa JOHN MARTIN RESERVOIR Four Corners Crossing Lamar Wind Energy 9.00 Inspection Dates: Held at the Historic Cow Palace Inn Wednesday, September 25 • 3-6pm Thursday, September 26 • 9am-12pm Friday, October 11 • 3-6pm Saturday, October 12 • 9am-12pm Tuesday, October 22 • 3-6pm CR U Wednesday, October 23 • 9am-11am

Auction Location: Lamar Community Building, 610 S 6th St, Lamar, CO 81052 • From the intersection of US Hwy 287 and E Olive St in Lamar, travel South on US Hwy 287 for 0.3 miles then turn West on W Pearl St and proceed for 0.1 miles. The venue is located at the SW corner of W Pearl St and S 7th St.

ORGANIC DOCUMENTS

2024 ORGANIC CERIFICATES

Organic Crop Improvement Association

402-477-2323 - info@ocia.org www.ocia.org 1340 North Cotner Blvd. Lincoln, NE 68505, United States of America certifies that



is certified to the USDA organic regulations, 7 CFR Part 205, for the categories of Crops, Handling

Once certified, a production or handling operation's organic certification continues in effect until surrendered, suspended, or revoked. Status of this certification and specific certified organic products covered may be verified at

https://organic.ams.usda.gov/Integrity/CP/OPP?nopid=8830001450

Certifier Client ID: Certificate Number(s): NOP Operation ID: Effective Date:

8/27/2020 03/01/2025 8/28/2024

Anniversary Date: Issue Date:



ORGANIC CERTIFICATE



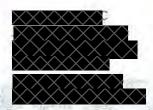


To receive the Product Listing Addendum, which indicates certified products/services and other operator information, please contact the operation on this certificate. OCIA can provide a copy of the Product Listing Addendum for a fee.

2024 ORGANIC CERIFICATES



Organic Product Listing Addendum





This Organic Product Listing Addendum verifies the specific products and programs for which the client was certified by OCIA International on the date of issuance. For verification of the current organic status of the operation, please contact OCIA International or any OCIA Regional Office. For the NOP (if applicable), you may verify the certification of this operation at the Organic Integrity Database by going to: Organic Integrity Database https://organic.ams.usda.gov/Integrity/CP/OPP?nopid=8830001450

Crops and/or C		5,26		
Crop	Details		Acres	Status
Alfalfa			785.50	100% Organic
Corn			581.50	100% Organic
Fallow	The same of		476.00	100% Organic
Sorghum			199.00	100% Organic
Wheat	1	**	511.10	100% Organic

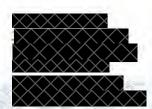
OCIA International, 1340 N. Cotner Boulevard, Lincoln, NE 68505 - (402) 477-2323 - Fax (402) 477-4325 - www.ocia.org

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2024 ORGANIC CERIFICATES



Organic Product Listing Addendum





This Organic Product Listing Addendum verifies the specific products and programs for which the client was certified by OCIA International on the date of issuance. For verification of the current organic status of the operation, please contact OCIA International or any OCIA Regional Office. For the NOP (if applicable), you may verify the certification of this operation at the Organic Integrity Database by going to: Organic Integrity Database https://organic.ams.usda.gov/Integrity/CP/OPP?nopid=8830001450

Products & Services

National Organic Program - Handling

Product/Service Brands Status

Grain Handling - Corn Wheat 100% Organic

Grain Handling - Corn, Wheat, Alfalfa

Storage of Organic Products - Corn. 100% Organic

Wheat, Alfalfa

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OCIA CERTIFICATE

OCIA International Organic Certification

101368

Operator Number

NOP-07503

Certificate Number



The Organic Crop Improvement Association has inspected this operation and determined that it is in compliance with the following certification program:

US National Organic Program (NOP)

Certified to the USDA organic regulations, 7 CFR Part 205.

Certification Type: Crops

See Product Listing Addendum for certified list of products/services.

Effective Date:

August 27, 2020

Issue Date:

September 29, 2023

Anniversary Date:

March 01, 2024

amanda J. Brewster

OCIA Executive Director



This certificate is valid only to document the OCIA certification of the operation named on this certificate. This certificate is not valid for trade, but only validates that the above operation may have product eligible for certification. By accepting this Certificate, the named operator agrees to maintain compliance and follow the approved management plan. The named operator agrees that this certificate will only be used as outlined in the regulations for the NOP program. Once certified, a production or handling operation's organic certification continues in effect until surrendered, suspended or revoked. An updated organic management plan and on-site inspection are required annually.

1340 N. Cotner Boulevard, Lincoln, NE 68505 - (402) 477-2323 - Fax (402) 477-4325 - www.ocia.org

CERTIFICATE VOID IF COPIED OR FAXED

OCIA CERTIFICATE



Organic Product Listing Addendum



Operator ID: 101368

Date of Issuance: 09/29/2023

Season: 2023

This Organic Product Listing Addendum verifies the specific products and programs for which the client was certified by OCIA International on the date of issuance. For verification of the current organic status of the operation, please request a copy of the operation's organic certificate(s) or contact OCIA International or any OCIA Regional Office.

Crops and/or Grains National Organic Program			
Crop	Details	4.3	Acres Status
Alfalfa			804.00 100% Organic
Corn			373.50 100% Organic
Fallow			40.00 100% Organic
Oats			275.60 100% Organic
Prevented Planting			426.00 100% Organic
Sorghum			299.10 100% Organic
Triticale			325.50 100% Organic
Wheat	HRWW		308.50 100% Organic

Standards and documentation available from OCIA.

Page 1 of 1

FIELD HISTORY

FIELD HISTORY FORM



(FIELD NUMBERS MUST CORRESPOND WITH NUMBERS ON FSA OR OTHER MAPS) *LIST ALL FERTILIZERS, INSECTICIDES, HERBICIDES, SEED TREATMENT, AND SOIL BUILDERS USED OR PLANNED AND INCLUDE THE RATE APPLIED PER ACRE

			Crop Year		Crop Year				Crop Year		Crop Year			
		2024			2023			2022			2021			
Field Number	Number of Acres	Crop	Trea	Soil/Crop Treatment Type & Rate Date Used		Soil/Crop Treatment Type & Rate Date Used		Crop	Soil/Crop Treatment Type & Rate Date Used		Crop	Soil/Crop Treatment Type & Rate Date Used		
Miller E ½	57	Alfalfa	Турс се так	Date often	Sorghum / Triticale	10 T Manure	Spring	Spring Triticale	Type & Fance	Date osea	Alfalfa	Apex Green w/ Nitragin Gold	March	
Miller W ½	57	Fallow	5 Ton Manure	10/23/23	Triticale	10 T Manure	Spring	Prevent Plant			Fallow	None		
SP1 N	61	Alfalfa			Alfalfa	12 T Manure	Spring	Corn	Manure 12T	Feb 22	Oats/Corn/ HRWW	20T manure	Feb.	
SP1 S	61	Alfalfa			Alfalfa			HRWW	Manure 12T	Feb 22	Fallow/ HRWW			
SP2 E 1/2	77.5	Wheat	5 Ton Manure	8/23/23	Sorghum / Wheat			HRWW			Wheat/ HRWW	None		
SP2 W 1/2	77.5	Fallow	5 Ton Manure	8/16/23	Sorghum / Wheat			HRWW			Wheat/ HRWW	None		
Bean N 1/2	55.5	Alfalfa			Alfalfa			Oats/Corn	Manure 12T	Feb 22	Wheat/ Corn	Microbial Inoculant 4oz/ac True Blend 1gal/ac	5/26	
Bean S 1/2	55.5	Alfalfa			Alfalfa			Alfalfa	Manure 12T	Feb 22	Alfalfa	None	+	
G1	67	Fallow			Corn	10 T Manure	Spring	Prevent Plant			Alfalfa	1.5T chicken pellets	Sept. 2020	
G2 N ½	58.5	Corn	10 T Manure	11/10/23	Alfalfa			Alfalfa			Alfalfa	None		
G2 S 1/2	58.5	Alfalfa			Alfalfa			Alfalfa			Wheat	None		
G3 E 1/2	58.5	Alfalfa			Oats	10 T Manure	Spring	Corn	Manure 20T	Nov 21	Wheat	Zink& Iron 2#s	April	
G3 W 1/2	58.5	Wheat			Prevent Plant	10 T Manure	Spring	Corn	Manure 20T	Nov 21	Wheat	Zink& Iron 2#s	April	
Augustine Place Center- North	40	Fallow			Fallow			Fallow			Wheat/ HRWW	None		
Augustine Place Center- South	40	Alfalfa			Alfalfa			Alfalfa			Wheat/ HRWW	None		

EN-NQ-F-026, Revision C

Tract 16 Tract 16 Tract 17 Tract 17 Tract 17 Tract 17

Tract 18

Tract 18 Tract 5 Tract 5 Tract 5 Tract 5 Tract 5

Tract 19

Tract 19

Effective Date: 16 September 2005

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FIELD HISTORY

Tract 19	Augustine Place East	20	Alfalfa			Alfalfa			Alfalfa			Alfalfa	None	
Tract 19	Augustine Place West	27.1	Wheat			Sorghum / Oats			Oats			Oats/Corn	None	
Tract 10	Weber North	51.5	Alfalfa			Triticale	10 T Manure	Spring	Corn	Manure 20T	Dec 21	Alfalfa	Apex Green w/ Nitragin Gold	March
Tract 10	Weber South	51.5	Oats / Corn	10 T Manure	12/5/23	Corn	20 T Manure	Spring	Alfalfa	Manure 20T	Dec 21			
Tract 14	Wollert W	100	Corn	10 T Manure	11/20/23	Triticale			HRWW			Fallow	20T Manure	Feb
Tract 14	Wollert E	100	Fallow			Prevent Plant			Prevent Plant			Fallow	None	
Tract 15	R1 E 1/2	59.5	Sorghum	10 T Manure	10/20/23	Alfalfa			Alfalfa			Alfalfa	None	
Tract 15	R1 W 1/2	59.5	Oats/ Corn	10 T Manure	10/30/23	Corn	10 T Manure	Spring	Alfalfa			Alfalfa	None	
Tract 15	R2 E ½	60	Wheat			Sorghum / Triticale	10 T Manure	Spring	Spring Triticale			Fallow	None	
Tract 15	R2 W ½	60	Wheat			Prevent Plant	10 T Manure	Spring	Spring Triticale	Manure 12t	Mar 24	Fallow	None	
Tract 15	School House W ½	36	Alfalfa			Alfalfa			Alfalfa	Manure 12T	Mar 22	Alfalfa	None	
Tract 15	School House E ½	36	Wheat			Prevent Plant			Corn	Manure 12T	Mar 22	Wheat	None	
Tract 8	S1	75	Wheat			Corn	20 T Manure	Spring	Alfalfa			Alfalfa	None	
Tract 8	S2	64	Corn	10 T Manure	12/10/23	Prevent Plant			Alfalfa			Alfalfa	None	
Tract 8	S3 E 1/2	58.5	Wheat			Oats			Alfalfa			Alfalfa/ HRWW	None	
Tract 8	S3 W 1/2	58.5	Corn	10 T Manure	12/15/23	Corn	10 T Manure	Spring	Prevent Plant			Oats/Corn/ HRWW	Iron 1.5#s	
Tract 8	S4	76	Fallow			Wheat	10 T Manure	Fall	Alfalfa			Alfalfa	None	
Tract 4	HB1	49	Corn	10 T Manure	1/20/24	Prevent Plant	10 T Manure	Spring	Corn	Manure 20T	Dec 21	Alfalfa	None	
Tract 4	HB2 S 1/2	63	Corn	10 T Manure	1/15/24	Alfalfa			Alfalfa			Alfalfa	None	
Tract 4	HB2 N 1/2	62	Sorghum	10 T Manure	1/17/24	Corn			Alfalfa			Alfalfa	None	
Tract 4	HB3 N 1/2	58.5	Fallow			Prevent Plant	10 T Manure	Fall	HRWW			Wheat	Zink & Iron 2#s	April
Tract 4	HB3 S 1/2	58.5	Wheat			Oats	10 T Manure	Fall	Alfalfa			Alfalfa	None	
Tract 2	HB4 E ½	77.5	Sorghum	10 T Manure	10/7/23	Wheat	10 T Manure	Fall	HRWW Failed			Wheat/ HRWW	None	
Tract 2	HB4 W ½	77.5	Corn	10 T Manure	10/10/23	Alfalfa			Alfalfa			Alfalfa/ HRWW	None	
Tract 1	H1	78	Alfalfa			Alfalfa			Spring Triticale			Fallow	None	
Tract 1	H2	73	Alfalfa			Oats			Oats/Corn	Manure 12T	Mar 22	Oats/Corn	20T Manure	Feb
Tract 1	Н3	80	Alfalfa			Alfalfa			Alfalfa			Wheat	None	
	Non Production	1332.95												

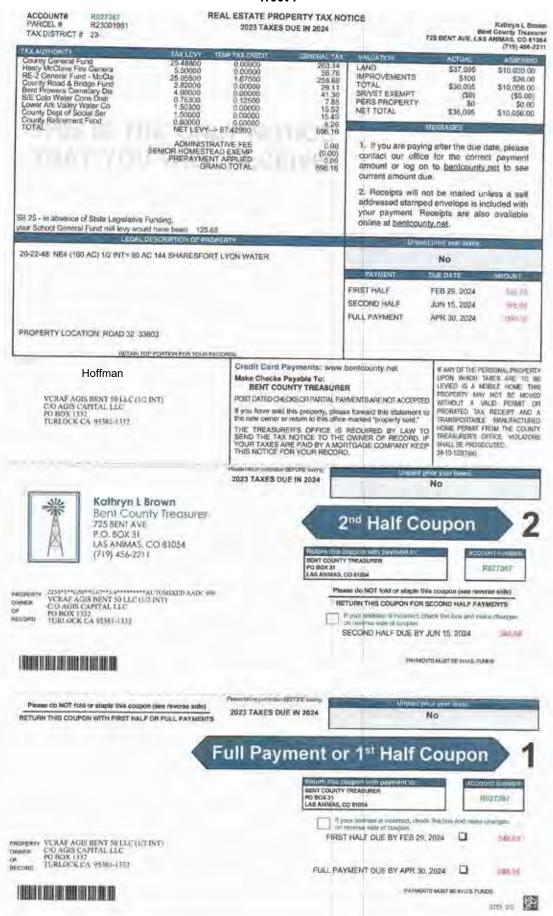
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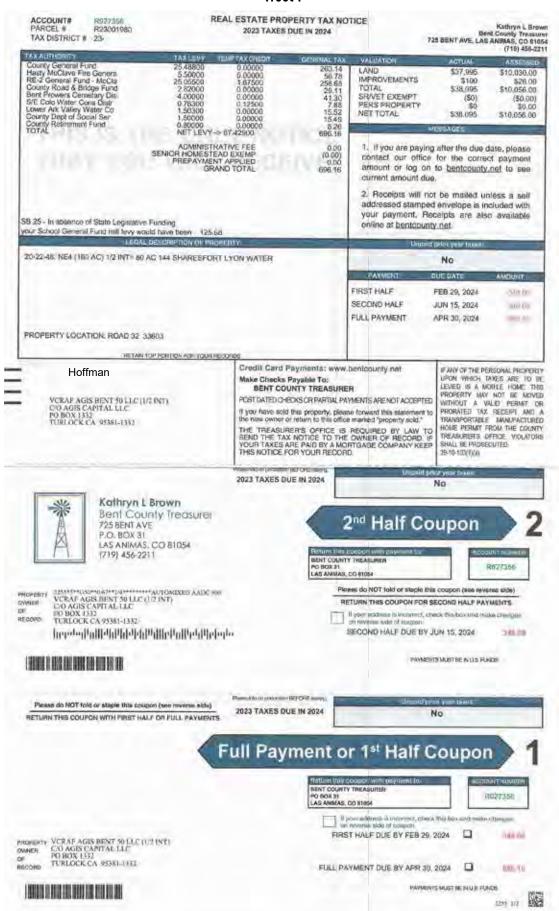
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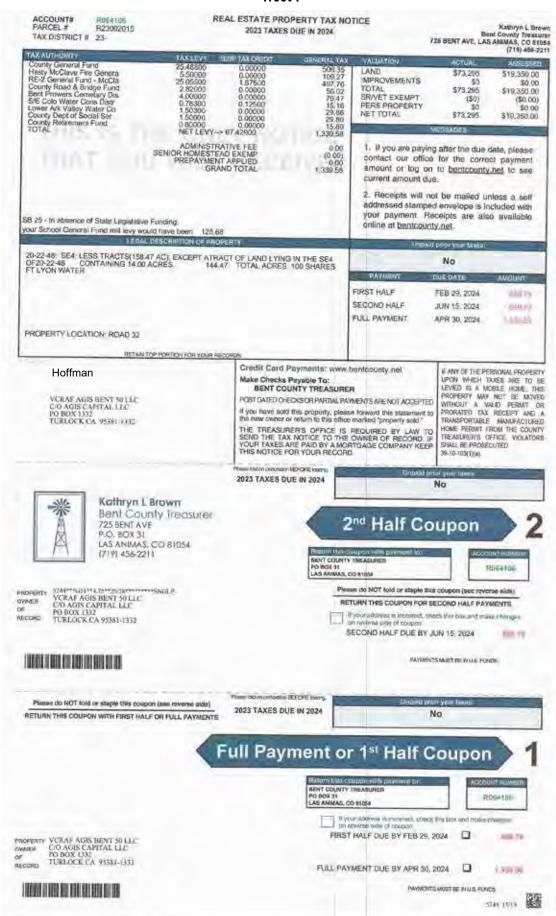
ORGANIC MAPS



TAX DOCUMENTS

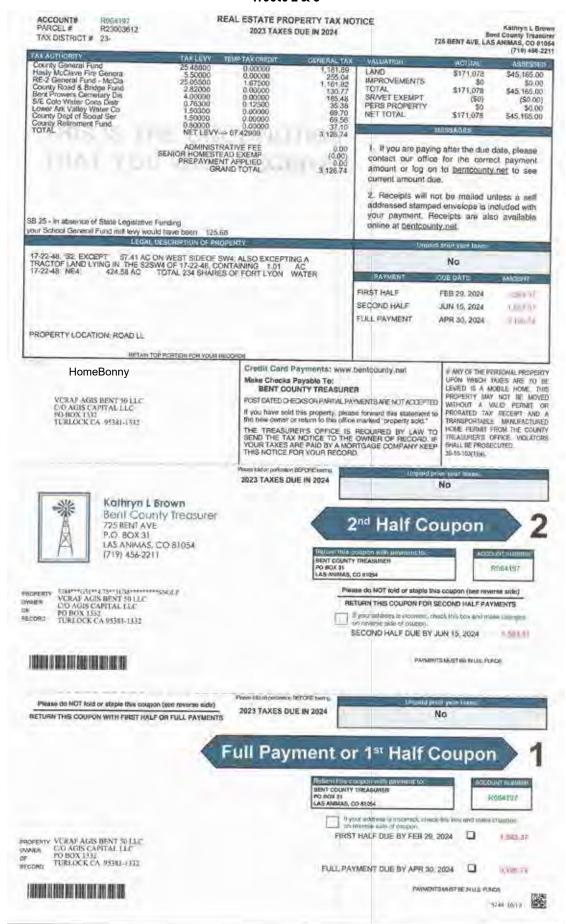




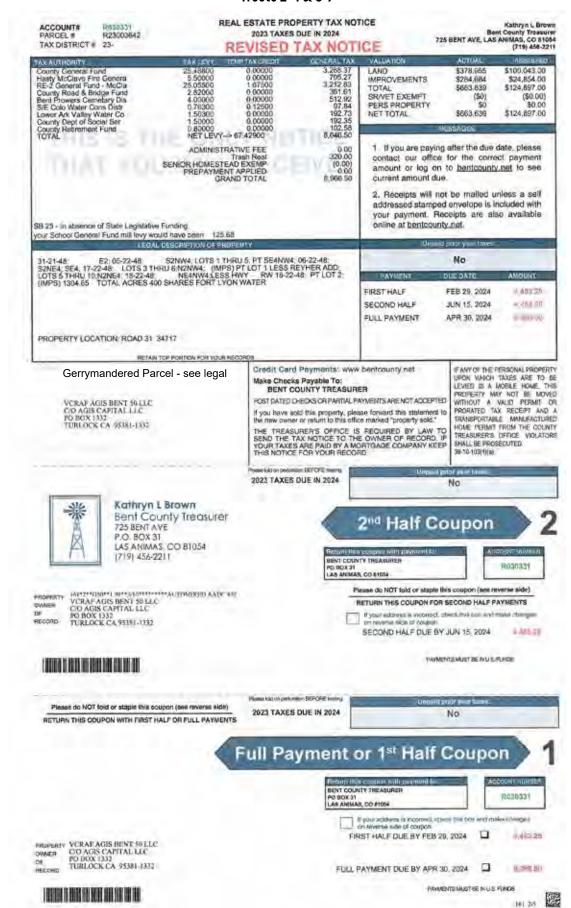


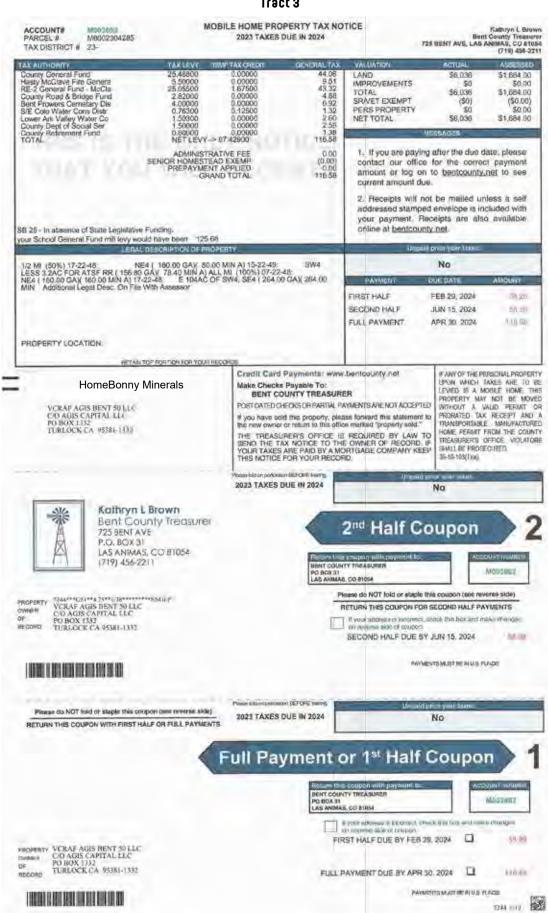


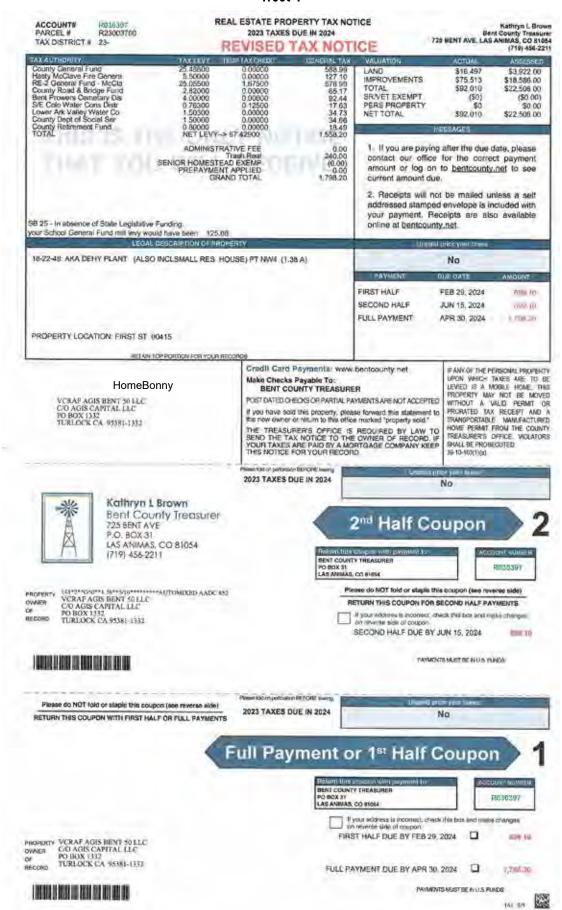
Tracts 2 & 3

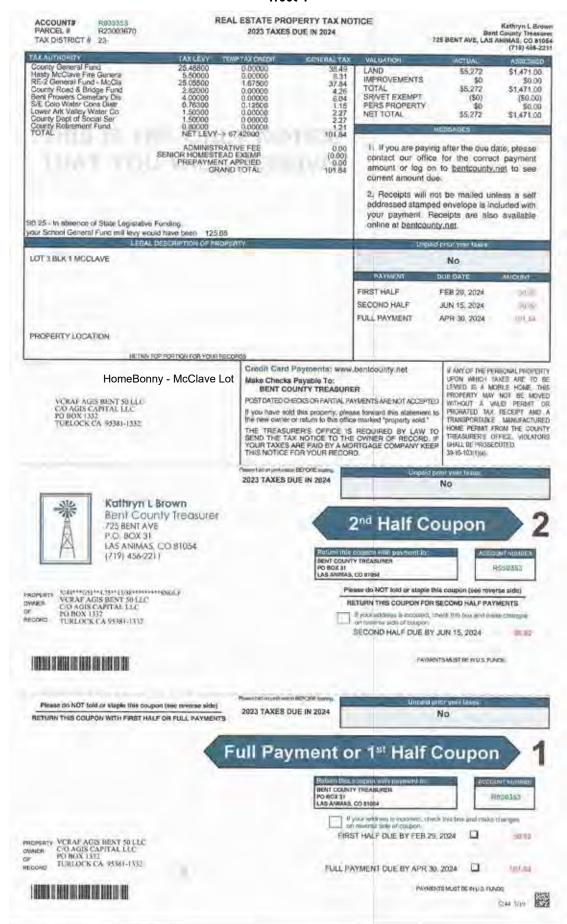


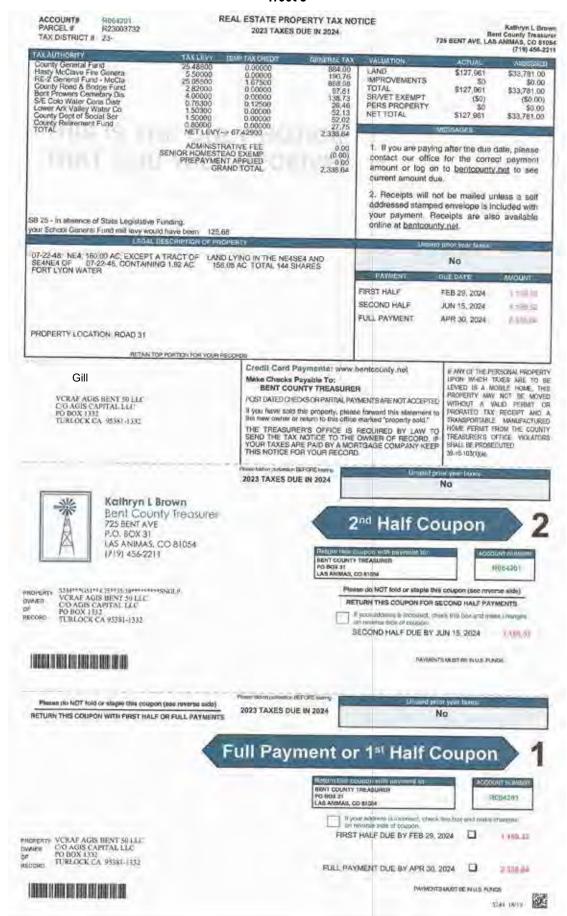
Tracts 2-4 & 6-7

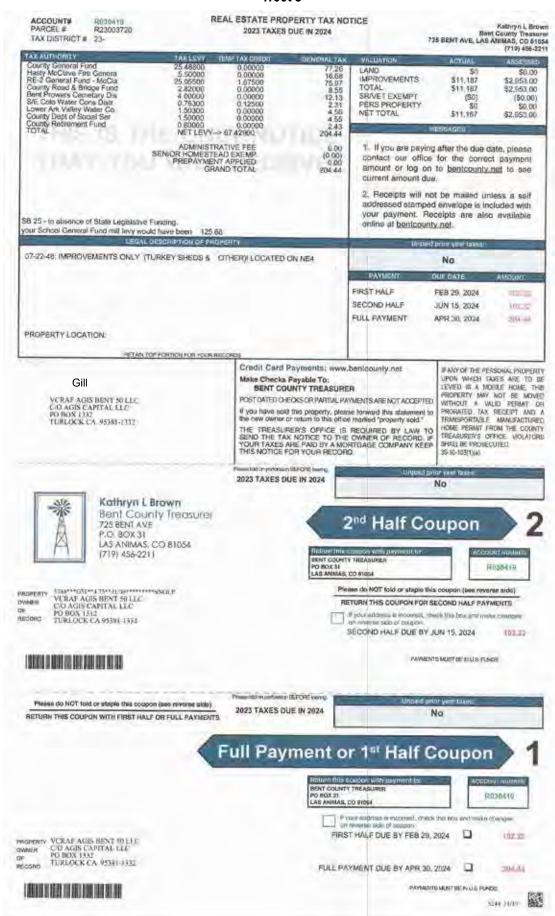


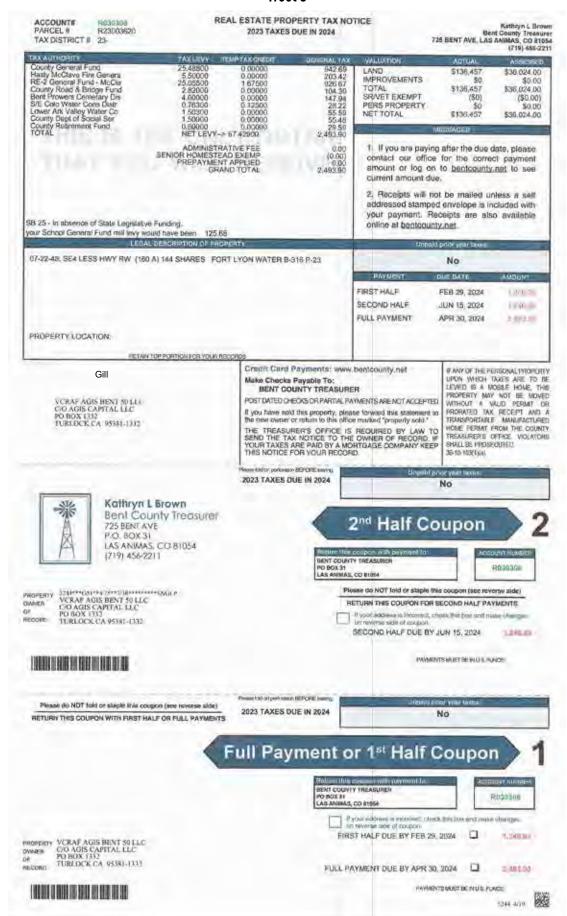




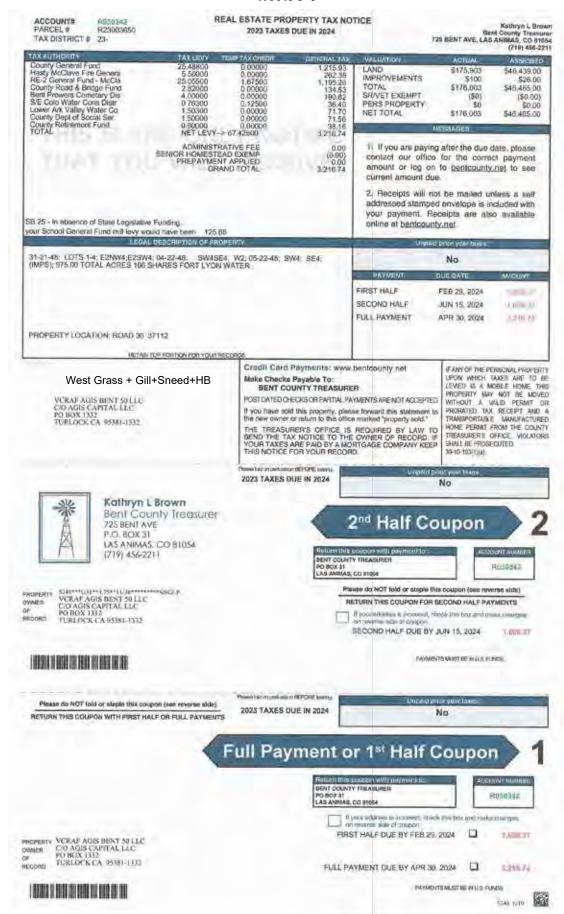






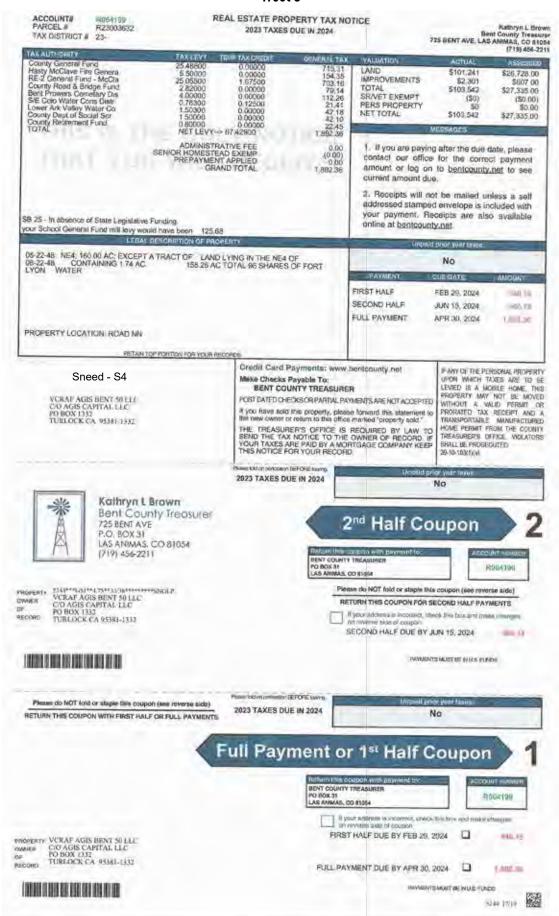


Tracts 6-9



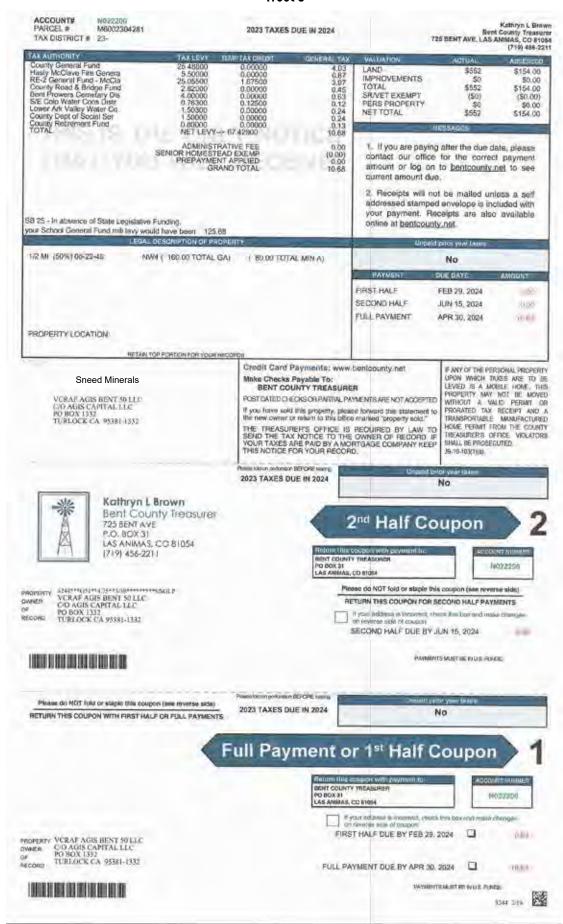
BENT COUNTY TAX DOCUMENTS

Tract 8



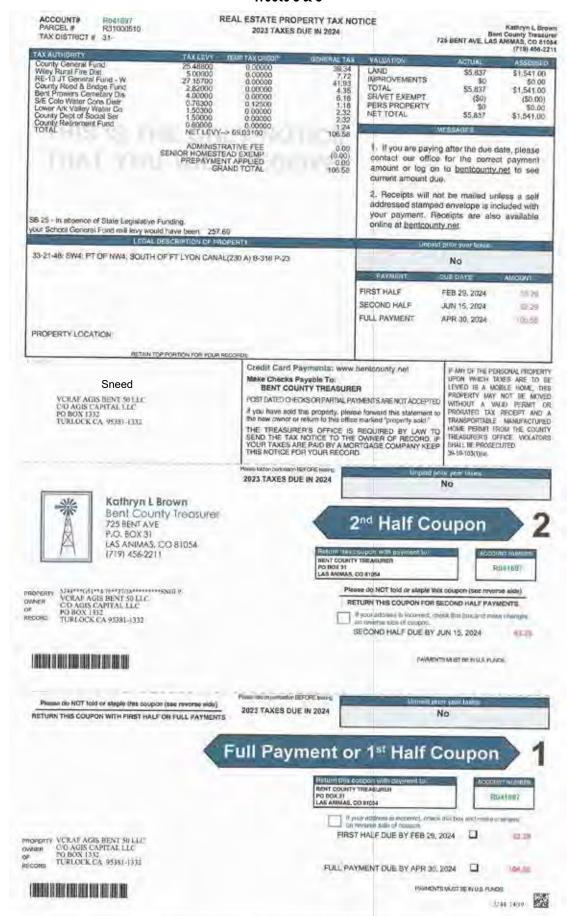
BENT COUNTY TAX DOCUMENTS

Tract 8



BENT COUNTY TAX DOCUMENTS

Tracts 8 & 9



Tracts 10 & 12-14

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800093344 S. 001 V20027

1587*6**G50**0.958**7/8*********AUTOMIXED AADC 85. VCRAF AGIS BENT 50, LLC PO BOX 1332 TURLOCK CA 95381-1332

JANUARY 2, 2024 TAX NOTICE FOR 2023

TAVENOT

eNoticesOnline.com Authorization Code: PRW-40PCVDTW

12551

TAX DIST	TAXE	NTITY	DOLLARS PERM	TAX
1.7W	SCHOOL DIST RE- COUNTY GENERAL COUNTY R/B FUND COUNTY SS FUND WILEY RURAL FIR PROW-BACA HOSP BENT-PROWERS CE S-E COLO WATER LOWER ARK VALLE	FUND E DIST METER CONS	27.157 21.670 3.000 2.500 5.000 2.723 4.000 .888* 1.503	2121.78 1693.08 234.39 195.32 390.65 212.75 312.52 69.38 117.43
AND VALUE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL \$ PERK	TOTALTAX
76523	1607	78130	68.441	5347.30

PROPERTY LOCATION

287 HWY 40900

	LANDVALLE	PERS OR IMP VALUE	TOTALVALUE	TOTAL S PERIK	TOTALTAX
	76523	1507	78130	68.441	5347,30
_	289860	17225	307085	-	ACTUAL VALUE

LEGAL DESCRIPTION

(477 - 479)

W2NE4 & NW4 & N2N2SW4 EX TR CONTAINING .616AC TO DOT ALL SOUTH OF THE CANAL

E2SE4 & SE4NE4 & EX TR CONTAINING .988AC TO COOT & EX TRACT 100,91AC M/L

FT LYON

47-22-06

SE4 EX 11.15AC M/L EX TR CONTAINING .053AC TO CDOT WILEY DRAIN

*REFLECT TEMPORARY CREDIT WYDR PRINCIPAL 287.54

** TOTAL DUE \$ 5634.84

341.33-TOTAL ACRES

Parts of Wollert and all of Weber

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

SCHOOL DISTRICT RE-13J GENERAL FUND IS 27,000

DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN 257, 697

PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S OFFICE

PROWERS COUNTY **FULL PAYMENT**

DUE LAST DAY OF APRIL

PAGE 3,092 TAX YR 2023

SCHEDULE NO. COL

TAX DIST. 17W

V20027

OWNER

AGIS BENT 50, LLC

TAX

\$5,347.30

OTHER

287.54

TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

SECOND HALF PAYMENT

DUE BY JUNE 15 PAGE 3,092 TAX YR 2023

SCHEDULE NO. 800053344 0.01

TAX DIST.

V20027

OWNER

VCRAF AGIS BENT 50, LLC

TAX

\$2,673.65

OTRER

143.77

\$2,817.42 TOTAL



CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,092 TAX YR 2023

SCHEDULE NO. 800053344 001

TAX DIST.

V20027

AGIS BENT 50, LLC VCRAF'

TAX

\$2,673.65

OTHER

143.77



TOTAL \$2.817.42



Tracts 11 & 12

SCHOOL DIST RE-13JT

COUNTY GENERAL FUND

PROW-BACA HOSP DIST

BENT-PROWERS CEMETER

LOWER ARK VALLEY WAT

COUNTY R/B FUND

WILEY RURAL FIRE

COUNTY SS FUND

JANUARY 2, 2024

TAX NOTICE FOR 2023

TAX DIST

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800053380 R 001 R06501

1583*6**G50**1.594**11/12*******AUTOMIXED AADC 852 VCRAF AGIS BENT 50, LLC %AGIS CAPITAL TURLOCK CA 95381-1332

Ė	LAND VALUE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL S PERVIC	TOTALTAX
F	30790		30790	67.553	2079.96
	116629		116629		ACTUAL VALUE

PROPERTY LOCATION

LEGAL DESCRIPTION

47-21-07 SE1/4 EX 1.33AC M/L

eNoticesOnline.com Authorization Code:

PRW-4QPCVDTW

DOLLARS PERIK

27,157

21.670

3.000

2.500

5.000

2.723

4.000

1.503

158,67-TOTAL ACRES

Wollert

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

SCHOOL DISTRICT RE-13J GENERAL FUND IS 27,000

DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN

12556

TAX

836.16

667.22

92.37

76,98

153.95

123.16 46.28

83.84

PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S OFFICE

PROWERS COUNTY

FULL PAYMENT DUE LAST DAY OF APRIL

PAGE 3,094 TAX YR 2023

SCHEDULE NO. 001

TAX DIST.

R06501

AGIS BENT 50, LLC

TAX

52,079.96

82.079.96

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

SECOND HALF PAYMENT DUE BY JUNE 15

PAGE 3,094 TAX YR 2023

SCHEDULE NO. R 003

TAX DIST.

306501

VCRAF AGIS BENT 50, LLC

TAX

\$1,039.98

\$1,039.98 TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,094 TAX YR 2023

SCHEDULE NO. R 001

TAX DIST.

R06501

AGIS BENT 50, LLC VCRAF

TAX

\$1,039.98

215

\$1,039.98 TOTAL

Tract 12

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800053332 E. 001 R56218

1584*6**G50**1.334**9/14*******AUTOMIXED AADC 85 VCRAF AGIS BENT 50, LLC %AGIS CAPITAL PO BOX 1332 TURLOCK CA 95381-1332

JANUARY 2, 2024 TAX NOTICE FOR 2023

TAY DIST

eNoticesOnline.com Authorization Code: PRW-40PCVDTW

12548

IMA DIOI	IAVE	Tellit.	DOLLARS PERIX	IAX
17%	SCHOOL DIST RE- COUNTY GENERAL COUNTY R/B FUND COUNTY SS FUND WILEY RURAL FIR PROW-BACA HOSP BENT-PROWERS CE S-E COLO WATER LOWER ARK VALLE	FUND E DIST METER CONS	27.157 21,670 3.000 2.500 5.000 2.723 4.000 .888* 1.503	16.27 12.98 1.80 1.50 3.00 1.63 2.40 .53
AND VALUE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL \$ PERK	TOTAL TAX
599		599	68.441	41,00

PROPERTY LOCATION

PP CO RD 03659

LEGAL DESCRIPTION

N1/2NE1/4 SOUTH OF THE WILEY DRAIN

CANAL EX .46 AC IN NEANE4

*REFLECT TEMPORARY CREDIT WYDR PRINCIPAL 32.24

2265

** TOTAL DUE S 73.24

25.45-TOTAL ACRES

- ACTUAL VALUE

Wollert

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

SCHOOL DISTRICT RE-13J GENERAL FUND IS 27.000

DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN

PLEADE RICTAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S OFFICE

PROWERS COUNTY

FULL PAYMENT DUE LAST DAY OF APRIL

PAGE 3,091

SCHEDULE NO.

TAX DIST.

R56218

AGIS BENT 50, LEC

TAX

\$41.00

OTHER

32.24

TOTAL



CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

SECOND HALF PAYMENT **DUE BY JUNE 15**

PAGE 3,091 TAX YR 2023

SCHEDULE NO. 800053332 001

TAX DIST. R5621B

OWNER

VCRAF AGIS BENT 50, LLC

\$20.50

OTHER

\$36.62 TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,091 TAX YR 2023

TAX DIST.

R 001

R56218

AGIS BENT 50, LLC

TAX

\$20.50

OTHER

16.12

TOTAL



Tract 12

JANUARY 2, 2024

TAX NOTICE FOR 2023

TAX DIST

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800053331 R 001 R50845

1584*6**G50**1.534**1 [/]4*******AUTOMIXED AADC 852 VCRAF AGIS BENT SO, LLC %AGIS CAPITAL PO BOX 1332 TURLOCK CA 95381-1332

25,74 WILEY RURAL FIRE 5.000 53.47 PROW-BACA HOSP DIST 2.723 29.12 BENT-PROWERS CEMETER 4.000 42,78 S-E COLO WATER COMS .888 9,50 LOWER ARK VALLEY WAT 1.503 16.07

eNoticesOnline.com Authorization Code:

PRW-40PCVDTW

DOLLARS PERIK

27,157

21.670

3.000

2.500

LAND VALUE	PERS OR MP VALUE	TOTAL VALUE	TOTAL \$ PERK	TOTALTAX
10694	Table Street House	10694	68,441	731.92
40505		40505	-	ACTUAL VALUE

TAX ENTITY

SCHOOL DIST RE-13.TT

COUNTY GENERAL FUND

COUNTY R/B PUND

COUNTY SS FUND

PROPERTY LOCATION

PP CO RD 03659

LEGAL DESCRIPTION

47-21-18

N1/2NE1/4 NORTH OF CANAL EX .46 AC IN NE1/4NE1/4

*REFLECT TEMPORARY CREDIT

54.09-TOTAL ACRES

12547

TAX

290.42

231.74

32,08

Wollert

FLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUS WITH YOUR PAYMENT TO TREASURER'S OFFICE

SCHOOL DISTRICT RE-13J GENERAL FUND IS 27.000

DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN 257, 697

PROWERS COUNTY

FULL PAYMENT

DUE LAST DAY OF APRIL

PAGE 3,091

TAX YR 2023

SCHEDULE NO. 001

TAX DIST.

R50845

AGIS BENT 50, LLC

TAX

TOTAL

\$731.92

\$731.92

CHECK HERE IF RETURN RECEIPT REQUESTED.

PROWERS COUNTY

SECOND HALF PAYMENT **DUE BY JUNE 15**

PAGE 3,091 TAX YR 2023

SCHEDULE NO.

TAX DIST.

R50845

OWNER

AGIS BENT 50, LLC VCRAP

TAX

\$365.96

TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,091 TAX YR 2023

SCHEDULE NO. 800053331 R COL

TAX DIST.

R50845

AGIS BENT 50, LLC. VCRAP

TAX

\$365.96

灵 5



TOTAL

Tracts 13 & 14

JANUARY 2, 2024

TAX NOTICE FOR 2023

TAX DIST

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800053343 R 001 R48749

1584*6**G50**1.534**13/14*****AUTOMIXED AADC 852 VCRAF ACIS BENT 50, LLC %AGIS CAPITAL PO BOX 1332 TURLOCK CA 95381-1332

PROPERTY	LOCATION

F	LAND VALUE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL S PERIC	TOTAL TAX
1	18755	The section of the se	18755	68,441	300000
F	71041		71041		APPRIAL VALUE

TAX ENTITY

SCHOOL DIST RE-13JT

COUNTY GENERAL FUND

PROW-BACA HOSP DIST

BENT-PROWERS CEMETER

S-E COLO WATER CONS

LOWER ARK VALLEY WAT

COUNTY R/B FUND

WILEY RURAL FIRE

COUNTY SS FUND

LEGAL DESCRIPTION

W2NE4 & NW4 & N2N2SW4 EX TR CONTAINING .616AC TO DOT ALL NORTH OF CANAL

*REFLECT TEMPORARY CREDIT

eNoticesOnline.com Authorization Code:

PRW-40PCVDTW

DOLLARS PERIK

27.157

21.670

3.000

2.500

5.000

2.723

4.000

1,503

.888

104.95-TOTAL ACRES

Wollert

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

PLEASE RETAIN THE TOP FORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S OFFICE

SCHOOL DISTRICT RE-13J GENERAL FUND IS 27,000

DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN

12550

TAX

509.33

406,43

56.27

46.89

93.78

51.07

75.02

16.65

28,19

PROWERS COUNTY

FULL PAYMENT

DUE LAST DAY OF APRIL

PAGE 3,092 TAX YR 2023

SCHEDULE NO. 001 R

TAX DIST.

R48749

OWNER

AGIS BENT 50, LLC

TAX

\$1,283,62

\$1,283.42 TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

SECOND HALF PAYMENT

DUE BY JUNE 15

PAGE 3,092 TAX YR 2023

001

TAX DIST.

R48749

OWNER

VCRAF AGIS BENT 50, LLC

TAX

3641.81

\$641.81 TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,092 TAX YR 2023

SCHEDULE NO.

TAX DIST.

OWNER

AGIS BENT 50, LLC VCRAP

TAX

\$641,81

R48749



777

TOTAL

\$641.81

Tract 14

JANUARY 2, 2024

TAX NOTICE FOR 2023

TAX DIST

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 8 MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800060123 R 001 B26625

1584*6**G50**1.534**7/14******AUTOMEXED AADC 852 VCRAF AGIS BENT 50, LLC %AGIS CAPITAL PO BOX 1332 TURLOCK CA 95381-1332

AAJA: 852	12.00			
LAND VALUE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL \$ PERK	TOTAL TAX
278		278	68.441	19.03
1055		1055	- 1	ACTUAL VALUE

TAX ENTITY

SCHOOL DIST RE-13JT

COUNTY GENERAL FUND

PROW-BACA HOSP DIST

S-E COLO WATER CONS

LOWER ARK VALLEY WAT

BENT-PROWERS CEMETER

COUNTY R/B FUND

WILEY RURAL FIRE

COUNTY SS FUND

eNoticesOnline.com Authorization Code:

PRW-40PCVDTW

DOLLARS PERK

27,157

21.670

3.000

2.500

5,000

2.723

4.000

.888*

1.503

PROPERTY LOCATION

LEGAL DESCRIPTION

TH PT SEI/4 LYING WEST OF FT LYON CANAL WILEY DRAIN

Wollert

*REFLECT TEMPORARY CREDIT WYDR PRINCIPAL 59,54

** TOTAL DUE \$ 78.57

47.00-TOTAL ACRES

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR FAPER CLIP COUPON TO CHECK

SCHOOL DISTRICT RE-13J GENERAL FUND IS 27.000

DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN 257, 697

12559

7.55

6.02

.83

1,39

1.11

.76

.25

.42

. 59

PLEASE RETAIN THE TOP FORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO THEASURER'S OFFICE

PROWERS COUNTY

FULL PAYMENT DUE LAST DAY OF APRIL

PAGE 3,094

SCHEDULE NO. 800060123 001 R

TAX DIST. 17W

B26625

OWNER

AGIS BENT 50, LLC VCRAF

\$19.03

OTHER

59,54

TOTAL



CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

SECOND HALF PAYMENT DUE BY JUNE 15

PAGE 3,094 TAX YR 2023

SCHEDULE NO. 800060123 001 R

TAX DIST.

B26625

VCRAF AGIS BENT 50, LLC

TAX

TOTAL



CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,094 TAX YR 2023

SCHEDULE NO. 800060123 R 001

B26625

AGIS BENT 50, LLC VCRAF

TAX

TOTAL



Tract 14

TAX DIST

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800008457 R 001 B26525

1582*6**G50**0.958**L8*******AUTOMIXED AADO VCRAF AGIS BENT 50, LLC %AGIS CAPITAL TURLOCK CA 95381-1332

իսկեվիրժիրգիկենորեկրժվերրիշիի

JANUARY 2, 2024 eNoticesOnline.com Authorization Code: TAX NOTICE FOR 2023

TAX ENTITY

PRW-4QPCVDTW

DOLLARS PERIK

12544

	The second secon	all realizable and the Company of th	The second secon	TA BUT
17W	SCHOOL DIST RE- COUNTY GENERAL COUNTY R/B FUND COUNTY SS FUND WILEY RURAL FIR PROW-BACA HOSP BENT-PROWERS CE S-E COLO WATER LOWER ARK VALLE	FUND E DIST METER CONS	27.157 21.670 3.000 2.500 5.600 2.723 4.000 .888* 1.503	789.81 630.23 87.25 72.71 145.42 79.19 116.33 25.83 43.71
LAND VALUE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL 8 PERIK	TOTAL TAX
29083		29083	68.441	1990.48
110162		110160		UNITED STREET

PROPERTY LOCATION

110162 110162 - ACTUAL VALUE

LEGAL DESCRIPTION

47-21-17 \$1/25W1/4 & \$1/2N1/25W1/4 EX .46AC & EX 3.33AC IN 5W4 5 EX .0113AC SW4 TO CDOT 5 EX .4348AC M/L SW4 TO CDOT FT LYON WILEY DRAIN

*REFLECT TEMPORARY CREDIT WYDR PRINCIPAL 108.10

** TOTAL DUE S 2098.58

115.77-TOTAL ACRES

Wollert

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

SCHOOL DISTRICT RE-13J GENERAL FUND IS 27.000

DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN

PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S OFFICE

PROWERS COUNTY

FULL PAYMENT DUE LAST DAY OF APRIL

PAGE 3,090

TAX YR 2023

SCHEDULE NO. 001 R

TAX DIST.

AGIS BENT 50, LLC

TAX

\$1,990.48

OTHER

108.10

82,098.56 TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

SECOND HALF PAYMENT DUE BY JUNE 15

PAGE 3,090 TAX YR 2023

SCHEDULE NO. 800000845 001

TAX DIST

B26529

OWNER

AGIS BENT 50, LLC VCRAF

TAX

\$995.24

OTHER

54.05

TOTAL

\$1,049.29



CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,090 TAX YR 2023

SCHEDULE NO. 800008457 COI

TAX DIST.

B26529

VCRAF AGIS BENT 50, LLC

TAX

\$995.24

OTHER

54.05



TOTAL

Tract 14

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800053360 R 001 R06499

1582*6**G50**0.958**3/8*******AUTOMIXED AADC 852 VCRAF AGIS BENT 50, LLC %AGIS CAPITAL PO BOX 1332 TURLOCK CA 95381-1332

	JANUARY	2,	2024
12.50	ATCOMITCHE	man	0000

eNoticesOnline.com Authorization Code: PRW-4QPCVDTW

12553

		The same and		
TAX DIST	TAX ENTITY	DOLLARS PERIK	TAX	
17W	SCHOOL DIST RE-13JT COUNTY GENERAL FUND COUNTY R/B FUND COUNTY SS FUND WILEY RURAL FIRE PROW-BACA HOSP DIST BENT-PROWERS CEMETER S-E COLO WATER CONS LOWER ARK VALLEY WAT	27.157 21.670 3.000 2.500 5.000 2.723 8.000 .888* 1.503	1002.94 800.30 110.79 92.33 184.66 100.56 147.72 32.79 55.51	
AND VALUE	PERS OR IMP VALUE TOTAL VALUE	TOTAL & PERM	TOTAL TAY	

PROPERTY LOCATION

LAND VALUE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL \$ PERK	TOTAL TAX
36931		36931	68.441	2527.60
139891	0	139891	4.7	ACTUAL VALUE

LEGAL DESCRIPTION

47-22-04 NE1/4 (LOTS 1 & 2 & FT LYON WILEY DRAIN

S1/2NE1/4)

*REFLECT TEMPORARY CREDIT WYDR PRINCIPAL 233.84

** TOTAL DUE S 2761.44

159.93-TOTAL ACRES

Rudolph

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

SCHOOL DISTRICT RE-13J GENERAL FUND IS 27,000

DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN

PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S DEFICE

PROWERS COUNTY

FULL PAYMENT DUE LAST DAY OF APRIL

PAGE 3,093 TAX YR 2023

SCHEDULE NO. 800053360 001

TAX DIST.

R06499

AGIS BENT 50, LLC

TAX

\$2,527.60

CTHER

233.84

TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

SECOND HALF PAYMENT DUE BY JUNE 15

PAGE 3,093 TAX YR 2023

SCHEDULE NO. 800053360 001

TAX DIST.

R06499

OWNER

VCRAF AGIS BENT 50, LLC

\$1,263.80

OTHER

116.92

\$1,380.72

TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,093 TAX YR 2023

SCHEDULE NO. ODI

TAX DIST.

AGIS BENT 50, LLC

TAX

51,263.80

3

OTHER

116.92



\$1,380.72

Tract 15

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800053371 R 001 R51034

1583*6**G50**1.594**7/12********AUTOMIXED AADC 852 VCRAF AGIS BENT 50, LLC %AGIS CAPITAL PO BOX 1332 TURLOCK CA 95381-1332

-	JANUARY	-	
TAX	NOTICE	100	2023

eNoticesOnline.com Authorization Code: PRW-40PCVDTW

12554

51	IAX ENTITY	DOLLARS PERIX	TAX
5W	SCHOOL DIST RE-13JT COUNTY GENERAL FUND COUNTY R/E FUND COUNTY SS FUND WILEY RURAL FIRE PROW-BACA HOSP DIST S-E COLO WATER CONS LOWER ARK VALLEY WAT	27.157 21.670 3.000 2.500 5.000 2.723 .888* 1.503	319,20 254,72 35,25 29,39 58,77 32,01 10,44 17,67

PROPERTY LOCATION

LAND WILLE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL \$ PERK	TOTALTAX
11747	7	11754	64.441	757,46
44499	25	44524	-	ACTUAL VALUE

LEGAL DESCRIPTION

47-21-34 (479)

WEST 52 ACRES OF THE W1/2 SOUTH OF THE FT LYON M/L FT LYON WILEY DRAIN

Rudolph

*REPLECT TEMPORARY CREDIT WYDR PRINCIPAL 65.50

** TOTAL DUE S 822.96

52.00-TOTAL ACRES

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

SCHOOL DISTRICT RE-133 GENERAL FUND IS 27,000

DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN 257.697

PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S OFFICE

PROWERS COUNTY

FULL PAYMENT

DUE LAST DAY OF APRIL

PAGE 3,093 TAX YR 2023

SCHEDULE NO. B00053371

TAX DIST.

R51034

AGIS BENT 50, LLC

TAX

\$757.45

OTHER

65.50

\$822.96 TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

SECOND HALF PAYMENT

DUE BY JUNE 15

PAGE 3,093 TAX YR 2023

SCHEDULE NO. 80005337

TAX DIST. 15W

R51034

OWNER

VCRAP AGIS RENT 50, LLC

TAX

\$378.73

OTHER

32.75

\$411.48 TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,093 TAX YR 2023

SCHEDULE NO. 80005337 001

TAX DIST.

R51034

OWNER

AGIS BENT 50, LLC VCRAF

TAX

\$378.73

OTHER



Tract 15 REAL ESTATE PROPERTY JANUARY 2, 2024 eNoticesOnline.com Authorization Code: 12555 JUDY WITTMAN TAX NOTICE FOR 2023 PRW-40PCVDTW PROWERS COUNTY TREASURER TAX DIST TAX ENTITY 301 S MAIN ST TAX SUITE 200 DOLLARS PERIK LAMAR CO 81052 SCHOOL DIST RE-13JT 27.157 443.91 COUNTY GENERAL FOND 21.670 354,22 (719) 336-8081 COUNTY R/B FUND 3,000 49.04 www.prowerscounty.net COUNTY SS FUND 2.500 40.86 WILEY RURAL FIRE 5.000 81.73 PLEASE MAKE CHECKS PAYABLE TO: PROW-BACA HOSP DIST 2.723 44 51 PROWERS COUNTY TREASURER S-E COLO WATER CONS .888 14.52 800053372 R 001 R51308 LOWER ARK VALLEY WAT 1.503 24.57 1583*6**G50**1.594**9/12****AUTOMIXED AADC 852 VCRAF AGIS BENT 50, LLC PO BOX 1332 TURLOCK CA 95381-1332 LAND VALUE PERS OR IMP VALUE TOTAL VALUE TOTAL \$ PERK TOTAL TAX PROPERTY LOCATION 16346 16346 64.441 1053.36 61915 61915 - ACTUAL VALUE **LEGAL DESCRIPTION** *REFLECT TEMPORARY CREDIT 47-21-34 (479) 108.00-TOTAL ACRES W1/2 S FT LYON EX WEST 52 ACRES M/L FT LYON Rudolph

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

PROWERS COUNTY

001

TAX

SCHEDULE NO.

OWNER

SCHOOL DISTRICT RE-13J GENERAL FUND IS 27,000 DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN

TAX DIST.

R51308

\$526.68

PLEASE KETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUD WITH YOUR PAYMENT TO TREASURER'S OFFICE

SECOND HALF PAYMENT

DUE BY JUNE 15

PAGE 3,093 TAX YR 2023

VCRAF AGIS BENT 50, LLC

PROWERS COUNTY

FULL PAYMENT DUE LAST DAY OF APRIL

PAGE 3,093 TAX YR 2023

SCHEDULE NO. 800053372

TAX DIST.

R51308

AGIS BENT 50, LLC

TAX

\$1.053.36

\$1,053,36 TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

\$526.68 TOTAL CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,093 TAX YR 2023

SCHEDULE NO.

TAX DIST.

R51308 OWNER

AGIS BENT 50, LLC VERAF

TAX

\$526,68



583 577

TOTAL \$526.68

Tract 15

TAX NOTICE FOR 2023

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800053333 R 001 R50432

1582*6**G50**0.958**5/8*******AUTOMIXED AADC 852 VCRAF AGIS BENT 50, LLC %AGIS CAPITAL PO BOX 1332 TURLOCK CA 95381-1332

JANUARY 2, 2024 eNoticesOnline.com Authorization Code:

PRW-40PCVDTW

12549

TAX DIST	TAXE	YTITY	DOLLARS PERAK	TAX
17W	SCHOOL DIST RE-13JT COUNTY GENERAL FUND COUNTY R/B FUND COUNTY SS FUND WILEY RURAL FIRE PROW-BACA HOSP DIST BENT-PROWERS CEMETER S-E COLO WATER CONS LOWER ARK VALLEY WAT		27.157 21.670 3.000 2.500 5.000 2.723 4.000 .888* 1.503	1010.16 806.06 111.59 92.99 185.99 101.29 148.79 33.03 55.91
AND VALUE	PERS OR IMP WALUE	TOTAL VALUE	TOTAL & PERK	TOTAL TAX
37197		37197	68.441	2545.82

PROPERTY LOCATION

PP CO RD 03659

LEGAL DESCRIPTION

47-21-33 ALL NE1/4 LYING 3 FT LYON WILEY DRAIN

LAND VALL 371 140897 140897 - ACTUAL VALUE

*REFLECT TEMPORARY CREDIT

WYDR PRINCIPAL

77.28

** TOTAL DUE \$

2623.10

172.00-TOTAL ACRES

Rudolph

FT LYON & SE1/4

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

SCHOOL DISTRICT RE-13J GENERAL FUND IS 27,000

DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN

PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR RAYMENT TO TREASURER'S DÉPICE

PROWERS COUNTY

FULL PAYMENT DUE LAST DAY OF APRIL

PAGE 3,092 TAX YR 2023

SCHEDULE NO. B00053333

TAX DIST.

R50432

OWNER

AGIS BENT 50, LLC

TAX

\$2.545.82

OTHER

77.28

TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

SECOND HALF PAYMENT **DUE BY JUNE 15**

TAX YR 2023 PAGE 3,092

SCHEDULE NO. 800053333 001 R

TAX DIST.

OWNER

AGIS BENT 50, LLC VCRAE

TAX

\$1,272.91

OTHER

38.64

\$1,311.55 TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,092 TAX YR 2023

SCHEDULE NO. 800053333

OWNER

TAX DIST.

001

R50432

AGIS BENT 50, LLC UCRAF

TAX

\$1,272.91

582 3

OTHER



TOTAL

Tract 16

JANUARY 2, 2024

TAX NOTICE FOR 2023

TAX DIST

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800053350 R 001 R06498

1584*6**G50**1.534**1/14*********ALTOMIXED AADC 852 VCRAF AGIS BENT 50, LLC %AGIS CAPITAL TURLOCK CA 95381-1332

թիվ Մինին ին Մատի ինթումներ են Ուրասային

LAND VILLUE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL S PERK	TOTAL TAX
33611		33611	64.441	2165.94
127314		127314		CTUAL VALUE

TAX ENTITY

SCHOOL DIST RE-13JT

COUNTY GENERAL FUND

PROW-BACA HOSP DIST

S-E COLO WATER CONS

LOWER ARK VALLEY WAT

COUNTY R/B PUND

WILEY RURAL FIRE

COUNTY SS FUND

eNoticesOnline.com Authorization Code:

PRW-40PCVDTW

DOLLARS PERK

27.157

21.670

3.000

2.500

5.000

2.723

1,503

.888

PROPERTY LOCATION

LEGAL DESCRIPTION 47-22-03 (479)NE1/4 (L 1-2 & S1/2NE1/4)

FT LYON PLEASANT VALLEY DRAIN

*REFLECT TEMPORARY CREDIT PVDR PRINCIPAL 5.87

** TOTAL DUE S

160.29-TOTAL ACRES

Miller

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

SCHOOL DISTRICT RE-13J GENERAL FUND IS 27,000 DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN

12552

TAX

912.77

728.36

100.83

168.06

91.52

29.85

50.52

- ACTUAL VALUE

84.03

PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUS WITH YOUR PAYMENT TO TREASURER'S OFFICE PROWERS COUNTY

FULL PAYMENT

DUE LAST DAY OF APRIL

PAGE 3,093 TAX YP 2023

SCHEDULE NO. 800053350 COL

TAX DIST. 15P

AGIS BENT 50, LLC

\$2,165.94

OTHER

5.87

TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

SECOND HALF PAYMENT

DUE BY JUNE 15 PAGE 3,093 TAX YR 2023

SCHEDULE NO. 800053350 EDO

TAX DIST.

R05498

VCRAF AGIS BENT 50, LLC

TAX

\$1,082.97

\$1,082.97 TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,093 TAX YR 2023

SCHEDULE NO.

TAX DIST.

COL

R06498

OWNER

VCRAF AGIS BENT 50, LLC

TAX

\$1,082.97

t

OTHER



TOTAL



Tract 17

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800060902 R 001 V5243

1583+6**G50**1.594**5/12*******AUTOMIXED AA VCRAF AGIS BENT 50, LLC %AGIS CAPITAL PO BOX 1332 TURLOCK CA 95381-1332

JANUARY 2, 2024 TAX NOTICE FOR 2023

TAX DIST

eNoticesOnline.com Authorization Code:

PRW-40PCVDTW

DOLLARS PERIX

12560

TAX

37 ADC 857	COUNTY GENERAL COUNTY R/B FUND COUNTY SS FUND PROW-BACA HOSP S-E COLO WATER LOWER ARK VALLE	PUND DIST CONS	26.309* 21.670 3.000 2.500 2.723 .888* 1.503	2382,73 1962.60 271.70 226.42 246.61 80.42 136.12
UAND VALUE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL S PERK	TOTALTAX
90567		90567	58,593	5306.60
242052		2 (2652		energy and a con-

TAX ENTITY

PROPERTY LOCATION

343057 - ACTUAL VALUE

LEGAL DESCRIPTION

46-22-02 NW1/4 (L 3-4 & S1/2NW1/4) FT LYON 46-22-03

N1/2 (LOTS 1 TO 4 & M/L IN SW4NW4 EX 14.13AC 1ST SUB LOT 4 FT LYON

S1/2N1/2) EX A TR 1.02AC

*REFLECT TEMPORARY CREDIT

464.72-TOTAL ACRES

Springer

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

SCHOOL DISTRICT RE-2

GENERAL FUND IS 22.595 DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN 160,014

PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S OFFICE

PROWERS COUNTY

FULL PAYMENT DUE LAST DAY OF APRIL

PAGE 3,094

TAX YF. 2023

SCHEDULE NO. 001

TAX DIST. 0.5 -

V52437

AGIS BENT 50, LLC

CHECK HERE IF RETURN RECEIPT REQUESTED

TAX

TOTAL

\$5,306.60

\$5,306,60

PROWERS COUNTY

SECOND HALF PAYMENT DUE BY JUNE 15

PAGE 3,094 TAX YR 2023

SCHEDULE NO. B00060902

TAX DIST.

OWNER

AGIS BENT 50, LLC UCRAF

TAX

\$2,653.30

TOTAL



CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,094 TAX YR 2023

SCHEDULE NO. 800060902

001 R

V52437

OWNER

VCRAF AGIS BENT 50, LLC

TAX

\$2,653.30

37

583



CHECK HERE IF RETURN RECEIPT REQUESTED

52

Tract 18

JANUARY 2, 2024

TAX NOTICE FOR 2023

TAX DIST

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800053311 R 001 R48431

1583*6**G50**1.594**1/12********AUTOMIXED AADC 852 VCRAF AGIS BENT 50, LLC %AGIS CAPITAL TURLOCK CA 95381-1332

րևբցիթվիայենցիանկեններինկինկիկին

PERS OR IMP VALUE TOTAL VALUE TOTAL TAX

eNoticesOnline.com Authorization Code:

PRW-40PCVDTW

DOLLARS PERK

26,309

21.670

3.000

2,500

2.723

1.503

.888

PROPERTY LOCATION

LAND VALUE TOTAL \$ PERK 11624 681.08 44032 44032 - ACTUAL VALUE

TAX ENTIT

SCHOOL DIST RE-2 LAM

COUNTY GENERAL FUND

PROW-BACA HOSP DIST

S-E COLO WATER CONS

LOWER ARK VALLEY WAT

COUNTY R/E FUND

COUNTY SS FUND

LEGAL DESCRIPTION

46-22-15 SEI/4 EX 6.50 AC M/L *REFLECT TEMPORARY CREDIT

153.50-TOTAL ACRES

Bean

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

SCHOOL DISTRICT RE-2

GENERAL FUND IS 22.595 DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN 160.014

12545

TAX

305.82

251.89

34.87

29.06

31.65

10.32

17.47

PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S OFFICE PROWERS COUNTY

FULL PAYMENT DUE LAST DAY OF APRIL

PAGE 3,091 TAX YR 2023

SCHEDULE NO. 800053311 R 001

TAX DIST. 05-

R48431

AGIS BENT 50, LLC VCRAF

\$681.08

PROWERS COUNTY

SECOND HALF PAYMENT

DUE BY JUNE 15

PAGE 3,091 TAX YR 2023

SCHEDULE NO. 001

TAX DIST.

R48431

VCRAF AGES HENT 50, LLC

TAX

\$340.54

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,091 TAX YR 2023

SCHEDULE NO. 001

TAX DIST.

R48431

AGIS BENT 50, LLC

TAX

\$340.54

88 5

\$681.08

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TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

TOTAL

\$340.54

Tract 19

JANUARY 2, 2024

TAX NOTICE FOR 2023.

TAX DIST

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800053321 R 001 R47401

1583*6**G50**1.594**3/12******AUTOMIXED AAD VCRAF AGIS BENT 50, LLC %ACIS CAPITAL PO BOX 1332 TURLOCK CA 95381-1332

	COUNTY GENERAL FUND COUNTY R/B FUND COUNTY SS FUND FROM-BACA HOSP DIST LOWER ARK VALLEY WAT	21.670 3.000 2.500 2.723 1.503	834.41 115.52 96.26 104.85 57.87
I XC 852			

TAX ENTITY

04- SCHOOL DIST RE-2 LAM

eNoticesOnline.com Authorization Code:

PRW-4QPCVDTW

DOLLARS PERK

PROPERTY LOCATION

LAND VALUE PERS OR IMP VALUE TOTAL VALUE TOTAL S PERK TOTAL TAX 38505 2221.94 145853 145853

LEGAL DESCRIPTION

HYDE

46-22-22 SE1/4SE1/4 EX .88AC 5 45-22-23 SW1/4SW1/4 EX .24 AC & LOT 4 EX .39 AC

SE1/4SW1/4 EX 1.21 AC &

Augustine

*REFLECT TEMPORARY CREDIT

143,28-TOTAL ACRES

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

SECOND HALF PAYMENT

DUE BY JUNE 15

PAGE 3,091 TAX YR 2023

GENERAL FUND IS 22,595

DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S OFFICE

12546

TAX

PROWERS COUNTY

FULL PAYMENT

DUE LAST DAY OF APRIL

PAGE 3,091

TAX YR 2023

SCHEDULE NO. B 001

TAX DIST.

AGIS BENT SO, LLC

CHECK HERE IF RETURN RECEIPT REQUESTED

TAX

\$2,221,94

\$2,221 96

OWNER VCRAF AGIS BENT 50, LLC

001

TAX

PROWERS COUNTY

SCHEDULE NO.

R

31,110.97

TAX DIST.

R47401

04-

TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,091 TAX YR 2023

SCHEDULE NO. 80005332 R

TAX DIST.

COL

AGIS BENT 50, LLC

TAX \$1,110.97

3

583

TOTAL \$1,110.97

CHECK HERE IF RETURN RECEIPT REQUESTED

54

Tract 20

JANUARY 2, 2024

TAX NOTICE FOR 2023

TAX DIST

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 \$ MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800053401 R 001 R22517

1584*6**G50**1.534**3/14********AUTOMIXED AADC 852 VCRAF AGIS BENT 50, LLC %AGIS CAPITAL PO BOX 1332 TURLOCK CA 95381-1332

PROPERTY LOCATION

TWO MITTE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL & PERK	TOTALTAX
46207		46207	75.213	3475.36
175027		175027	- A	CTUAL VALUE

TAX ENTIT

SCHOOL DIST RE-3 HOL

COUNTY GENERAL FUND

HOLLY FIRE & AMBULAN

FROW-BACA HOSP DIST

PROWERS WEED CONTROL

LOWER ARK VALLEY WAT

E PROWERS CEM DIST

COUNTY R/B FUND

COUNTY SS FUND

LEGAL DESCRIPTION

41-22-19

SE1/4 & 53AC M/L SW1/4 E OF DITCH AMITY

*REFLECT-TEMPORARY CREDIT

eNoticesOnline.com Authorization Code:

PRW-40PCVDTW

DOLLARS PERIK

35.762

21.670

3.000

2.500

2.289

2.723

3.950

1.816

1.503

213.00-TOTAL ACRES

Amity

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

SCHOOL DISTRICT RE-3

GENERAL FUND IS 27.000

DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN

122.263

TAX

1652.45

1001.30

138.62

115,52

105.77

125.82

182.52

83.91

69.45

PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S OFFICE

PROWERS COUNTY

FULL PAYMENT DUE LAST DAY OF APRIL

PAGE 3,094 TAX YR 2023

SCHEDULE NO. 800053401

TAX DIST.

R22517

OWNER

VCRAF AGIS BENT 50, LLC

TAX

\$3,475.36



CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

SECOND HALF PAYMENT DUE BY JUNE 15

PAGE 3,094 TAX YR 2023

SCHEDULE NO. 800053401 R 001 TAX DIST.

R22517

OWNER VCRAF A

VCRAF AGIS BENT 50, LLC

TAX

\$1,737.68

TOTAL \$1,737.68

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,094 TAX YR 2023

SCHEDULE NO. 800053401 TAX DIST.

R22517

OWNER

VCRAF AGIS BENT 50, LLC

TAX

\$1,737.68



27 1584

TOTAL \$1,737.68

Tract 20

REAL ESTATE PROPERTY

JUDY WITTMAN PROWERS COUNTY TREASURER 301 S MAIN ST SUITE 200 LAMAR CO 81052

(719) 336-8081 www.prowerscounty.net

PLEASE MAKE CHECKS PAYABLE TO:

PROWERS COUNTY TREASURER

800053402 R 001 R22532

1584*6**G50**L534**5/14******AUTOMIXED AADC \$52 VCRAF AGIS BENT 50, LLC PO BOX 1332 TURLOCK CA 95381-1332

JANUARY 2, 2024 TAX NOTICE FOR 2023 TAX DIST

eNoticesOnline.com Authorization Code: PRW-40PCVDTW

DOLLARS PERM

12558

-			melama with a lost Alik	47.175
68-	SCHOOL DIST RE- COUNTY GENERAL COUNTY R/B FUND COUNTY SS FUND MOLLY FIRE & AM PROW-BACA HOSP E PROWERS CEM D PROWERS WEED CO LOWER ARK VALLE	FUND BULAN DIST IST NTROL	35.762 21.670 3.000 2.500 2.289 2.723 3.950 1.816* 1.503	2394.09 1450.70 200.84 167.36 153.24 182.29 264.43 121.57 100.62
LUE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL S PERM	TOTAL YAX
883	62	56945	75.213	5035.14
342	236	253578	- AC	THINK DATER

PROPERTY LOCATION

LAND VAL 66 2533 - ACTUAL VALUE

LEGAL DESCRIPTION

AMITY

41-22-30

E1/2 EX 10AC M/L SE1/4 W DITCH & 14AC M/L NW1/4 E OF DITCH

*REFLECT TEMPORARY CREDIT

324.00-TOTAL ACRES

Amity

PLEASE SEND SELF-ADDRESSED ENVELOPES FOR RECEIPTS PLEASE DO NOT STAPLE OR PAPER CLIP COUPON TO CHECK

SCHOOL DISTRICT RE-3

GENERAL FUND IS 27,000

DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN

PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S OFFICE

PROWERS COUNTY FULL PAYMENT

DUE LAST DAY OF APRIL PAGE 3,094 TAX YR 2023

SCHEDULE NO. 800053402

TAX DIST. 68-

R22532

AGIS BENT 50, LLC

TAX

\$5,035,14

TOTAL

CHECK HERE IF RETURN RECEIPT REQUESTED

PROWERS COUNTY

SECOND HALF PAYMENT DUE BY JUNE 15

PAGE 3,094 TAX YR 2023

SCHEDULE NO. 800053402 001

TAX DIST.

822532

OWNER

VCRAF AGIS BENT 50, LLC

TAX

52.517.57

TOTAL



CHECK HERE IF RETURN RECEIPT REQUESTED.

PROWERS COUNTY

FIRST HALF PAYMENT DUE LAST DAY OF FEBRUARY

PAGE 3,094 TAX YR 2023

SCHEDULE NO.

TAX DIST.

R22532

OWNER

AGIS BENT 50, LLC VCRAP

TAX

\$2,517.57



584

TOTAL \$2,517.57



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

ABC Title & Closing Services 300 Main Street, Ste. A Ordway, CO 81063 (719) 267-5538 HAMINA TOWNS TOWNS TOWNS TOWNS TOWNS TOWNS

Frederick H. Eppinger President and CEO

> David Hisey Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice:
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I Requirements;
 - f. Schedule B, Part II Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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Page 3 of 4



10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: ABC Title & Closing Services

Issuing Office: 300 Main Street, Ste. A, Ordway, CO 81063

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 061224 Issuing Office File Number: 061224

Property Address: VACANT LAND, MCCLAVE, CO 81057

Revision Number: 1

1. Commitment Date: June 14, 2024 at 8:00 A.M.

(a) 2021 ALTA® Owner's Policy

2. Policy to be issued:

Proposed Insured: TBD

(b) 2021 ALTA® Loan Policy

Proposed Insured: Lender

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

VCRAF AGIS BENT 50 LLC, a Delaware Limited Liability Company

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued

ALTA OWNERS POLICY ALTA LOAN POLICY ALTA LOAN POLICY 2nd

End 100, 8.1

Tax Certificate

TBD COMMITMENT \$350.00

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Proposed Amount of Insurance

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

TOTAL

\$350.00

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

EXHIBIT "A" LEGAL DESCRIPTION

Township 21 South, Range 48 West of the 6th P.M.

Section 31: E1/2; Lots 1, 2, 3 and 4; E1/2NW1/4; E1/2SW1/4 (a/d/a All)

Section 33: W1/2 lying South of Fort Lyon Canal

Township 22 South, Range 48 West of the 6th P.M.

Section 4: W1/2; SW1/4SE1/4

Section 5: S1/2NW1/4; S1/2

Section 6: SE1/4; N1/2, EXCEPT that part of the NW1/4 of said section described as follows: Beginning at the Southwest corner of said NW1/4; thence North along the West line of said NW1/4, 660 feet; thence East at right angles to said West line, 660 feet; thence South 660 feet to the South line of said NW1/4; thence West along the South line of said NW1/4, 660 feet to the Point of Beginning.

AND EXCEPT that part of the W1/2NW1/4 of said Section 6, described by magnetic bearing established August 5, 1963, as follows: Beginning at the Northeast corner of said Section 6; thence S.62°07'31.59"W., 4901.56 feet to a concrete monument and the True Point of Beginning; thence S.76°35'W. 160.00 feet to a point on the centerline of a County Road; thence S.13°25'E. along said centerline, 116.50 feet; thence N.76°35'E., 160.00 feet to a concrete monument; thence N.13°25'W. 116.50 feet to the True Point of Beginning.

Section 7: E1/2, EXCEPT that part conveyed to the Department of Highways in <u>Book 263, Page 254</u>; ALSO EXCEPT a tract of land lying in the NE1/4SE1/4 and SE1/4NE1/4 of Section 7, Township 22 South, Range 48 West of the 6th P.M. being more particularly described as follows: Beginning at the Southeast corner of the NE1/4 of said Section 7 as monumented by a 3/4" rebar and 2" aluminum cap marked PLS 38103 and considering the East line of said NE1/4, (as monumented by a 3/4" rebar and 3-1/4" aluminum cap marked PLS 12103 at its North end), bearing S.0°13'26"W. with all other bearings contained herein being relative thereto; thence S.0°13'26"E., along the East line of the SE1/4 of said Section 7, a distance of 15.59 feet; thence N.89°54'25"W., 300.00 feet; thence N.0°13'26"W., 277.93 feet; thence N.89°46'34"E., 300.00 feet to a point on the East line of said NE1/4; thence S.0°13'26"E., 264.00 feet to the Point of Beginning. SUBJECT TO the East 30.00 feet of said tract for County Road 31 right-of-Way purposes. ALSO SUBJECT TO a strip of land 30.00 feet wide (15.00 feet each side of centerline) for access easement purposes described as beginning at the Northwest corner of the herein described tract; thence S.0°13'26"E., 118.00 feet to the point of easement beginning; thence N.35°51'24"E., 16.90 feet; thence N.55°06'13"E., 102.31 feet; thence N.75°52'13"E., 95.92 feet; thence S.87°59'25"E., 82.86 feet to a point on the West Right-of-Way line of County Road 31 and the terminus of said easement centerline. All easement sidelines are intended to be extended or shortened to meet the West line of said tract and West Right-of-Way line of County Road 31. In the County of Bent, State of Colorado.

Section 8: NE1/4; EXCEPT that part conveyed to the Department of Highways in <u>Book 263, Page 254</u>; ALSO EXCEPT a tract of land lying in the NE1/4 of Section 8, Township 22 South, Range 48 West of the 6th P.M. being more particularly described as follows: Beginning at the Northwest corner of said NE1/4 as monumented by a 3/4" rebar and 2" aluminum cap marked PLS 38103 and considering the North line of said NE1/4, (as monumented by a 3/4" rebar and 3-1/4" aluminum cap marked PLS 12103 at its East end), bearing N.89°17'51"E. with all other bearings contained herein being relative thereto; thence S.28°43'32"E., 1621.16 feet to the True Point of Beginning; thence N.89°46'22"E.,

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

246.10 feet; thence S.64°45'18"E., 47.17 feet; thence S.1°20'25"E., 221.58 feet; thence S.88°20'23"W., 311.87 feet; thence N.0°59'49"W., 220.91 feet; thence N.36°53'41"E., 36.04 feet to the True Point of Beginning. TOGETHER WITH a strip of land 30.00 feet wide (15.00 feet each side of centerline) for access and utility easement purposes described as beginning at the Northwest corner of said NE1/4; thence S.88°27'33"E., 766.38 feet to a point on the South Right-of-Way line of County Road NN and the point of easement beginning; thence S.0°51'11"E., 1386.16 feet; thence N.89°46'22"E., 170.00 feet to the terminus of said easement centerline. All easement side lines are intended to be extended or shortened to meet the South Right-of-Way line of County Road NN. ALSO TOGETHER WITH a strip of land 20.00 feet wide (10.00 feet each side of centerline) for utility easement purposes described as beginning at the Southwest corner of the herein described tract; thence N.88°20'23"E., 52.00 feet to the point of easement beginning; thence S.0°07'08"W., 990.65 feet to a point on the South line of said NE1/4. All easement side lines are intended to be extended or shortened to meet the South line of said NE1/4. In the County of Bent, State of Colorado.

Section 17: All, EXCEPT those parts conveyed to the Department of Highways in <u>Book 263, Page 254</u>; AND EXCEPT that portion conveyed to the Arkansas Valley Railroad Company in <u>Book 51, Page 153</u>; AND EXCEPT the West 56 acres of the SW1/4, as shown on the ALTA/NSPS Land Title Survey, recorded 6/26/2018 at <u>Reception No. 20180519</u>.

ALSO EXCEPT a tract of land lying in the S1/2SW1/4 of Section 17, Township 22 South, Range 48 West of the 6th P.M. being more particularly described as follows: Beginning at the Southeast corner of said S1/2SW1/4 as monumented by a 3/4" rebar and 2" aluminum cap marked PLS 38102 and considering the South line of said S1/2SW1/4, (as monumented by a 3/4" rebar and 3-1/4" aluminum cap marked PLS 30087 at its West end), bearing S.89°19'13"W., with all other bearings contained herein being relative thereto; thence S.89°19'13"W., along the South line of said S1/2SW1/4, a distance of 1229.14 feet to the True Point of Beginning; thence continuing S.89°19'13"W., 140.88 feet; thence N.0°40'34"W., 320.00 feet; thence N.89°21'05"E., 134.03 feet; thence S.1°54'11"E., 320.00 feet to the True Point of Beginning. SUBJECT TO the South 30.00 feet of said tract for County Road LL Right-of-Way purposes. In the County of Bent, State of Colorado.

TOGETHER WITH Easement from Ronald Peterson, LLC to VCRAF Agis Bent 50 LLC for underground pipes and utility infrastructure as set forth in document dated 5/16/2023 and recorded 5/19/2023 at <u>Reception No. 20230423</u>.

Section 18: N1/2, EXCEPT that portion conveyed to the Department of Highways in <u>Book 263, Page 254.</u>AND EXCEPT that part of the said Section lying within the Town of McClave, according to the plat recorded October 7, 1907, at Reception No. 21678. AND EXCEPT that part of said Section lying within Reyher's First Addition to the Town of McClave, according to the plat recorded May 28, 1927 at Reception No. 85877. AND EXCEPT that portion conveyed to the Arkansas Valley Railroad Company by Deed recorded in <u>Book 51, Page 153</u>.

Section 18: All that portion of Reyher's First Addition to McClave lying North and East of the existing irrigation ditch, located in the NW1/4 of said Section.

Section 20: NE1/4; S1/2; EXCEPT all that piece or parcel of land being bounded and described as follows: Beginning at a point on the West boundary of the said Section 20, said point being located N.0°25'W. for a distance of 30 feet from the Southwest corner of said Section 20, and also being 30 feet distant and opposite Station 942+87.1 of the center line survey of Federal Aid Project 218AR#1; thence N.88°43'E., parallel to and 30 feet distant from said center line survey for a distance of 2639.6 feet, more or less, to a point, said point being located opposite to Station 969+17.7 of said center line survey; thence Northerly along the North and South 1/4 line of said Section 20 for a distance of 20 feet, more or less, to a point; thence S.88°43'W., parallel to and 50 feet distance from said center line survey for a distance of 2639.6 feet, more or less, to a point on the West boundary of said Section 20; thence S.0°25'E. for a distance of 20 feet, more or less, to the point or place of beginning.

ALSO EXCEPT all that piece or parcel of land being bounded and described as follows: Beginning at a point on the East boundary of the said Section 20, said point being located N.0°00'E. for a distance of 30 feet from the SE corner of the said Section 20, and also being 30 feet distant and opposite to Station 995+83.0 of the center line survey of Federal Aid Project 18AR#1; thence S.88°49'W., parallel to and 30 feet distant from said center line survey a distance of 2665.3 feet, more or less, to a point, said point being located opposite to Station 9690+17.7 of said center line survey; thence

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File No. 061224



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

Northerly along the North and South 1/4 line of said Section 20 for a distance of 20 feet, more or less, to a point; thence N.88°49'E., parallel to and 50 feet distant from said center line survey for a distance of 2435.3 feet, more or less, to a point, said point being located opposite to Station 993+53.0 of said center line survey; thence N.62°29'E. for a distance of 259.3 feet, more or less, to a point on the East boundary of said Section 20; thence S.0°00'W. for a distance of 135.0 feet, more or less, to the point or place of beginning.

ALSO EXCEPT a tract of land lying in the SE1/4 of Section 20, Township 22 South, Range 48 West of the 6th P.M. being more particularly described as follows: Beginning at the Northeast corner of said SE1/4 as monumented by a 3/4" rebar and 2-1/2" aluminum cap marked BRUNDAGE, PLS 30087 and considering the East line of said SE1/4, (as reference monumented by two standard CDOT concrete cylinder with 4" brass caps at it's south end), bearing S.0°38'13"E. with all other bearings contained herein being relative thereto; thence S.0°38'13"E., along the East line of said SE1/4, a distance of 825.61 feet to the True Point of Beginning; thence continuing S.0°38'13"E., 974.22 feet; thence N.89°50'19"W., 400.75 feet; thence N.2°16'28"E., 248.23 feet; thence N.51°46'28"W., 510.00 feet; thence N.3°02'22"W., 414.31 feet; thence S.89°41'35"E., 802.69 feet to the True Point of Beginning.

Lots 1, 2 and 3, Block 4, Reyher's First Addition to the Town of McClave, according to the Plat recorded May 28, 1927 at Reception No. 85877.

Lots 1, 2, 3, 4, 5 and 6, Block 5, Reyher's First Addition to the Town of McClave, according to the Plat recorded May 28, 1927 at Reception No. 85877.

Lots 1, 2, 3, 4, 5 and 6, Block 6, Reyher's First Addition to the Town of McClave, according to the Plat recorded May 28, 1927 at Reception No. 85877.

Lot 3, Block 1, in the Town of McClave, according to the Plat recorded October 7, 1907 at Reception No. 21678.

In the County of Bent, State of Colorado.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

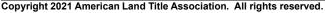
Requirements

File No.: 061224- Revision No. 1

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Payment of all taxes, charges and assessments, levied and assessed against the subject premises, which are due, and payable.
- 6. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92 143, CRS 10-11 122).
- 7. A duly signed and acknowledged Affidavit of Indemnity to the Underwriting Title Company, in a form and wording approved by an attorney for said Title Company, from the General Contractor and/or owners and/or buyers/borrowers of subject property, protecting said Title Company from any claims from unrecorded mechanics liens or other statutory liens. The affidavit need not be recorded. If the affidavit is not provided to said Title Company at time of closing, said Title Company is required to wait six (6) months from the date of closing to issue the final Title Policy. [form attached].
- Record Statement of Authority for VCRAF AGIS BENT 50 LLC to provide prima facie evidence of existence of
 entity capable of holding property and the name of persons authorized to execute instruments affecting title to real
 property.
- 9. The Company requires for its review a copy of the Operating Agreement (if written) for VCRAF AGIS BENT 50 LLC.
- 10. Record Deed executed by the owner(s) conveying the subject property to the proposed purchaser(s).
- 11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you have knowledge of an outstanding obligation, please contact us immediately for further review prior to closing.
- 12. This Commitment is subject to such further Exceptions and/or Requirements as may appear necessary when the names of the Buyer and Lender have been disclosed.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 061224- Amended No. 1

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- 2. Rights or claims of parties in possession, not shown by the Public Records.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
- 7. Water rights, claims or title to water.
- 8. Taxes and assessments for 2024 and subsequent years, a lien not yet due or payable.
- 9. Easement granted to American Telephone and Telegraph Company, dated 7/5/1969 and recorded 8/26/1969 in Book 321 at Page 676.
- Easement for pipeline granted to Beef City, Inc., more fully set out in document dated 10/18/1972 and recorded 11/22/1972 in <u>Book 328 at Page 807</u>
- 11. .Easement granted to Mountain States Telephone and Telegraph Company, dated 12/8/1973 and recorded 12/31/1973 in Book 332 at Page 426.
- 12. Right-of-Way granted to Renco Gas Pipeline, Inc., dated 12/2/1981 and recorded 12/7/1981 in Book 363 at Page 906.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

- 13. Right-of-Way granted to Renco Gas Pipeline, Inc., dated 12/2/1981 and recorded 12/7/1981 in Book 363 at Page 910.
- 14. Access Easement granted to American Telephone and Telegraph Company, dated 4/15/1988 and recorded 5/5/1988 in <u>Book 391 at Page 57</u>.
- 15. Pipeline Right-of-Way granted to Gerald W. Verhoeff Living Trust and Lance O Verhoeff, dated 2/24/2000 and recorded 2/24/2000 at Reception No. 20000287.
- 16. Right-of-Way and Easement granted to Colorado Interstate Gas Company, more fully set out in document dated 3/4/2009 and recorded 4/7/2009 at Reception No. 20090259.
- 17. Right-of-Way and Easement granted to Colorado Interstate Gas Company, more fully set out in document dated 9/13/2010 and recorded 9/28/2010 at Reception No. 20100832,
- 18. Oil and Gas Lease between Beef City, Inc. and Diamond Resources Co, dated 2/1/2012 and recorded 6/8/2012 at Reception No. 20121073.
- 19. Oil and Gas Lease between Reyher Enterprises, Inc. and Diamond Resources Co., dated 2/1/2012 and recorded 6/8/2012 at Reception No. 20121074.
- 20. Reservation by Martha Hilbreth, aka Martha Hildreth of an undivided one-half interest in and to all oil, gas and other minerals with the right of ingress and egress and more fully set out in document recorded 1/18/1984 in Book 372 at Page 920.
- 21. Matters disclosed on Alta/NSPS Land Title Survey prepared by BH2 Land Surveying, Job No. 2018044, recorded 6/26/2018 at Reception No. 20180519.
- 22. Right-of-Way granted to Mountain States Telephone and Telegraph Company, dated 11/1/1972 and recorded 11/17/1972 in Book 328 at page 785.
- 23. Access Easement granted to Beef City, Inc. and more fully set out in document dated 5/18/2006 and recorded 6/12/2006 at Reception No. 20060625.
- 24. Access Easement granted to Reyher Enterprises, Inc. and more fully set out in document dated 5/18/2006 and recorded 6/12/2006 at Reception No. 20060626.
- 25. Memorandum of Lease by Agis Capital LLC and Ron Peterson LLC, dated 6/21/2018 and recorded 6/26/2018 at Reception No. 20180526.
- 26. Reservation by Reyher Enterprises, Inc. of an undivided one-half of all the oil, gas and minerals as set forth in Deed dated 7/31/1972 and recorded 8/2/1972 at Reception No. 226715.
- 27. Grant of Easement to Beef City, LLC, more fully set out in document dated 8/9/2018 and recorded 8/13/2018 at Reception No. 20180705.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

- 28. Agreement for Electric Service between VCRAF Agis Bent 50 LLC and Southeast Colorado Power Association, dated 4/3/2019 and recorded 6/26/2019 at Reception No. 20190567.
- 29. Agreement for Electric Service between VCRAF Agis Bent 50 LLC and Southeast Colorado Power Association, dated 2/21/2019 and recorded 7/1/2019 at Reception No. 20190589.
- 30. Right-of-Way Easement from VCRAF Agis Bent 50 LLC to Southeast Colorado Power Association, Inc., dated 2/1/2019 and recorded 7/1/2019 at Reception No. 20190592.
- 31. Agreement for Electric Service between VCRAF Agis Bent 50 LLC and Southeast Colorado Power Association, dated 5/21/2019 and recorded 7/31/2019 at Reception No. 20190674.
- 32. Right-of-Way Agreement dated 4/16/1906 and recorded 4/18/1906 in Book 47 at Page 544.
- 33. Any increase or decrease in the area of the land and any adverse claim to any portion of the land which has been created by or caused by accretion or reliction, whether natural or artificial; and the effect of the gain or loss of area by accretion or reliction upon marketability of the title of the land.
- 34. Access and utility easements as set forth in Parcel 3 in Warranty Deed from VCRAF Agis Bent 50 LLC to Ronald Peterson, LLC, recorded 5/19/2023 at Reception No. 20230422.
- Easement containing certain covenants, duties and indemnifications from Ronald Peterson, LLC to VCRAF Agis Bent 50 LLC, more fully set out in document recorded 5/19/2023 at <u>Reception No. 20230423.</u>
- 36. All matters, including platted streets and alleys, shown in the Plat of Reyher's First Addition to the Town of McClave, recorded 5/28/1927 at Reception No. 85877.
- 37. All matters, including platted streets and alleys, shown in the Plat of the Town of Mcclave, recorded 10/7/1907 at Reception No. 21678.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



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DISCLOSURES

File No.: 061224

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT:
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that ABC Title & Closing Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

File No.: 061224

STEWART INFORMATION SERVICES CORPORATION Updated August 29, 2023 GRAMM LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

- 1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
- 2. Demographic Information: Marital status, gender, date of birth.
- 3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

- 1. Publicly available information from government records.
- 2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
- 3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

- 1. To provide products and services to you in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- q. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

File No.: 061224 Updated 08/24/2023

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

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Updated 08/24/2023

Effective Date: <u>January 1, 2020</u> Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- **D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- **E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- **F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
 - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
 - Directly and indirectly from activity on Stewart's website or other applications.
 - From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

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- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- I. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our

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service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- Complete the transaction for which we collected the personal information, provide a good or service that you
 requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or
 otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
- 6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us
- 8. Comply with a legal obligation.
- 9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

- 1. Emailing us at OptOut@stewart.com or
- 2. https://www.stewart.com/en/quick-links/ccpa-request.html

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- · Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

File No.: 061224 Updated 08/24/2023

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation Attn: Mary Thomas, Chief Compliance and Regulatory Officer 1360 Post Oak Blvd., Ste. 100, MC #14-1 Houston, TX 77056

File No.: 061224 Page 6

Updated 08/24/2023

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE ABC Title & Closing Services DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of ABC Title & Closing Services, and its affiliates ("N/A"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as ABC Title & Closing Services, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?		
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No		
For our marketing purposes— to offer our products and services to you.	Yes	No		
For joint marketing with other financial companies	No	We don't share		
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No		
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share		
For our affiliates to market to you	Yes	No		
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share		

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices							
How often do/does ABC Title & Closing Services notify me about their practices?	We must notify you about our sharing practices when you request a transaction.						
How do/does ABC Title & Closing Services protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.						
How do/does ABC Title & Closing Services collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.						
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.						

Contact Us

If you have any questions about this privacy notice, please contact us at: ABC Title & Closing Services, 300 Main Street, Ste. A, Ordway, CO 81063

File No.: 061224 Page 1 of 1



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

ABC Title & Closing Services 300 Main Street, Ste. A Ordway, CO 81063 (719) 267-5538 HAND TOWNS TOWNS TOWNS TOWNS TOWNS TOWNS TOWNS

Frederick H. Eppinger President and CEO

> David Hisey Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- i. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice:
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I Requirements;
 - f. Schedule B, Part II Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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Page 3 of 4



10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: ABC Title & Closing Services

Issuing Office: 300 Main Street, Ste. A, Ordway, CO 81063

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 064424 Issuing Office File Number: 064424

Property Address: VACANT LAND, MCCLAVE, CO 81057

Revision Number:

1. Commitment Date: July 11, 2024 at 8:00 A.M.

2. Policy to be issued: Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: TBD

(b) 2021 ALTA® Loan Policy

Proposed Insured: Lender

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

VCRAF AGIS BENT 50 LLC, a Delaware Limited Liability Company

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued

ALTA OWNERS POLICY ALTA LOAN POLICY ALTA LOAN POLICY 2nd

End 100, 8.1

Tax Certificate

TBD Commitment \$350.00

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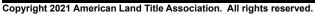
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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

> **TOTAL** \$350.00

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

EXHIBIT "A" LEGAL DESCRIPTION

Township 21 South, Range 47 West of the 6th P.M.

Section 7: SE1/4, EXCEPT a strip of land 20 feet wide conveyed to Board of County Commissioners in Deed recorded in Book 245 at Page 324.

Section 17: W1/2NE1/4; NW1/4; N1/2NV1/2SW1/4, EXCEPT a tract of land conveyed to the Department of Transportation, State of Colorado, in Deed recorded at Reception No. 500754.

Section 17: S1/2SW1/4; S1/2N1/2SW1/4, EXCEPT a tract of land conveyed to the State Department of Highways, Division of Highway, State of Colorado in <u>Book 538 at Page 7</u>,

ALSO EXCEPT a tract of land conveyed to the Department of Transportation, State of Colorado at Reception No. 500975, ALSO EXCEPT a tract of land conveyed to the Board of County Commissioners in Book 249 at Page 303, ALSO EXCEPT the First Subdivision of the SW1/4, as described in plat recorded at Reception No. 496738.

Section 17: All land lying West of the Fort Lyon Canal in the SE1/4.

Section 18: E1/2SE1/4; E1/2NE1/4; NW1/4NE1/4,

EXCEPT a tract of land conveyed to the Department of Transportation, State of Colorado in Deed recorded at <u>Reception No. 500754</u>,

ALSO EXCEPT that part conveyed to the Board of County Commissioners in Book 245 at Page 327. ALSO EXCEPT a tract of land lying in the E1/2SE1/4 and in the SE1/4NE1/4, being more particularly described as follows: Beginning at the Southwest corner of said E1/2SE1/4 as monumented by a 3/4" rebar and 2" aluminum cap marked PLS 38103 and considering the West line of said E1/2SE1/4, (as monumented by a similar rebar and cap at its North end), bearing N.0°17'22"E., with all other bearings contained herein being relative thereto; thence N.0°17'22"E., 2683.17 feet to the Northwest corner of said E1/2SE1/4; thence continuing N.0°17'22"E. along the West line of said SE1/4NE1/4, a distance of 531.75 feet to a point on the centerline of the Fort Lyon Canal; thence N.11°42'21"E., along said canal centerline, a distance of 176.57 feet; thence N.87°49'33"E., 1261.67 feet to a point on the West Right-of-Way line of U.S. Highway No. 28, according to Deed recorded at Reception No. 500754, of the Prowers County records; thence along said highway line through the following four courses of S.0°24'51"W., 1422.53 feet; thence S.0°27'22"W., 1657.29 feet; thence S.0°14'24"W., 172.89 feet; thence S.0°11'32"E., 172.89 feet to a point on the South line of said E1/2SE1/4; thence S.89°33'00"W., 1289.28 feet to the Point of Beginning. SUBJECT TO the North 200 feet of the East 50 feet of said tract for access easement purposes. ALSO SUBJECT TO the Right-of-Way of the Fort Lyon Canal.

Section 33: All of the E1/2 lying South of the Fort Lyon Canal.

Section 34: All of the W1/2 lying South of the Fort Lyon Canal.

Township 22 South, Range 41 West of the 6th P.M.

Section 19: SE1/4; and a portion lying within the SW1/4 lying East of the center line of the Seep Ditch as conveyed in Book 518 at Page 466, and shown on the ALTA/NSPS Land Title Survey, recorded 6/26/2018 at Reception No. 546457.

Section 30: E1/2, EXCEPT that portion lying West of the center line of the Seep Ditch as conveyed in Book 518 at Page

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

466 and shown on the ALTA/NSPS Land Title Survey, recorded 6/26/2018 at Reception No. 546457.

A portion of the NW1/4 lying East of the center line of the Seep Ditch as conveyed in Book <u>Book 518 at Page 466</u> and shown on the ALTA/NSPS Land Title Survey, recorded 6/26/2018 at <u>Reception No. 546457</u>.

Township 22 South, Range 46 West of the 6th P.M.

Section 2: Lots 3 and 4; S1/2NW1/4, TOGETHER WITH Grant of Pivot Irrigation Overspray Easement recorded 9/15/2020 at Reception No. 551960.

Section 3: Lots 1, 2, 3 and 4; S1/2N1/2, TOGETHER WITH Grant of Pivot Irrigation Overspray Easement recorded 9/15/2020 at Reception No. 551960,

EXCEPT that portion conveyed in Reception No. 533619 and more particularly described in Reception No. 447622. ALSO EXCEPT a tract of land lying in Lot 4 in Section 3, Township 22 South,Range 46 West of the 6th P.M. being more particularly described as follows: Beginning at the Northwest corner of said Section 3 as monumented by a 3/4" rebar and 2-1/2" aluminum cap marked BRUNDAGE, PLS 30087 and considering the North line of said Section 3, (as monumented by a similar rebar and cap at its East end), bearing N.89°32'09"E. with all other bearings contained herein being relative thereto; thence N.89°32'09"E., along the North line of said Section 3, a distance of 849.00 feet; thence S.0°06'10"W., 274.07 feet; thence along a curve to the left whose radius is 1365.00 feet, an arc length of 833.07 feet (chord=S.33°47'54"W., 820.20 feet); thence N.88°42'48"W., 391.20 feet to a point on the West line of said Section 3; thence N.0°04'06"W., 940.00 feet to the Point of Beginning. SUBJECT TO the North and West 30.00 feet of said tract for County Road Right-of-Way purposes. ALSO SUBJECT TO a strip of land 12.00 feet wide (6.00 feet each side of centerline) for irrigation pipeline easement purposes whose centerline is described as beginning at the Southwest corner of the herein described tract; thence S.88°42'48"E., 58.53 feet to the point of easement beginning; thence N.21°02'02"W., 19.83 feet; thence N.0°38'29"W., 293.21 feet; thence N.0°07'58"W., 438.46 feet; thence S.88°04'18"W., 18.00 feet to a point on the East Right-of-Way line of County Road 10 and the terminus of said easement centerline. All easement sidelines are intended to be extended or shortened to meet said county road line and South line of said tract.

Section 15: SE1/4, TOGETHER WITH the right of ingress and egress to sprinkler irrigation as contained in Easement recorded 4/14/2009 at Reception No. 520518. EXCEPT a tract of land more particularly described as follows: Beginning at a point which is 800 feet North and 30 feet West of the Southeast corner of Section 15, Township 22 South, Range 46 West of the 6th P.M., thence North along the West Right-of-Way line of County Road and parallel to the West line of said Section 15 a distance of 670 feet to a point; thence N.88°42'W. a distance of 511 feet to a point; thence S.10°00'E. a distance of 140 feet to a point; thence S.18°30'E. a distance of 810 feet to a point; thence N.48°00'E., a distance of 306 feet, more or less, to the point of beginning.

Section 22: SE1/4SE1/4, EXCEPT that portion as conveyed in Reception No. 322867 and in Book 265 at Page 531.

Section 23: SW1/4SW1/4, EXCEPT that portion as conveyed in <u>Reception No. 322867</u> and in <u>Book 265 at Page 531.</u>; SE1/4SW1/4, EXCEPT that portion as conveyed in <u>Book 265 at Page 531.</u>; Lot 4, EXCEPT that portion as conveyed in Book 265 at Page 531.

Township 22 South, Range 47 West of the 6th P.M.

Section 3: NE1/4

Section 4: NE1/4

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

Section 6: SE1/4, TOGETHER WITH AND SUBJECT TO Reciprocal Easement Agreement recorded 3/31/2016 at Reception No. 540920, EXCEPT a tract conveyed to the Arkansas Valley Railroad Company filed in Book 59 at Page 222, ALSO EXCEPT a tract conveyed to the Denver Alfalfa Milling and Products Co. filed in Book 56 at Page 309.

ALSO EXCEPT a tract conveyed to the Denver Alfalfa Milling and Products Co. filed in Book 199 at Page 373, ALSO EXCEPT a tract conveyed to the Denver Alfalfa Milling and Products Co. filed in Book 203 at Page 281, ALSO EXCEPT a tract conveyed to the Denver Alfalfa Milling and Products Co. filed in Book 209 at Page 27, ALSO EXCEPT a tract of land conveyed to the Department of Transportation, State of Colorado, in Deed recorded at Reception No. 500754.

All of the above described property is TOGETHER WITH Grant of Pipeline and Utility Easement recorded 9/15/2020 at Reception No. 551959.

In the County of Prowers, State of Colorado.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 064424- Revision No. 1

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Payment of all taxes, charges and assessments, levied and assessed against the subject premises, which are due, and payable.
- 6. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92 143, CRS 10-11 122).
- 7. A duly signed and acknowledged Affidavit of Indemnity to the Underwriting Title Company, in a form and wording approved by an attorney for said Title Company, from the General Contractor and/or owners and/or buyers/ borrowers of subject property, protecting said Title Company from any claims from unrecorded mechanics liens or other statutory liens. The affidavit need not be recorded. If the affidavit is not provided to said Title Company at time of closing, said Title Company is required to wait six (6) months from the date of closing to issue the final Title Policy. [form attached].
- 8. Record Statement of Authority for VCRAF AGIS BENT 50 LLC to provide prima facie evidence of existence of entity capable of holding property and the name of persons authorized to execute instruments affecting title to real property.
- 9. The Company requires for its review a copy of the Operating Agreement (if written) for VCRAF AGIS BENT 50
- 10. Record Deed executed by the owner(s) conveying the subject property to the proposed purchaser(s).
- 11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you have knowledge of an outstanding obligation, please contact us immediately for further review prior to closing.
- 12. This Commitment is subject to such further Exceptions and/or Requirements as may appear necessary when the names of the Buyer and Lender have been disclosed.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.





ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 064424- Amended No. 1

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- 2. Rights or claims of parties in possession, not shown by the Public Records.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
- Water rights, claims or title to water.
- 8. Taxes and assessments for 2024 and subsequent years, a lien not yet due or payable.
- 9. Mineral reservation by Herbert D. Reyher in Deed recorded 12/12/1977 in Book 523 at Page 185.
- Right-of-Way Easement granted to Greeley Gas Company, in document recorded 4/4/1991 at <u>Reception No. 452716</u>.
- Right of Way Easement granted to Greeley Gas Company, in document recorded 9/21/1992 at Reception No. 458850.
- 12. Reservation by Francis Keith Springer and Earlene Ruth Springer of an undivided one-half interest in any surface sand and gravel, also reserving all oil, gas and other mineral, with the right of ingress and egress, more fully set out in document recorded 3/29/1990 at Reception No. 448856.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

- 13. Reservation by Judy Ann Nielson f/k/a Judy Ann Reyher and Reese Nielsen of all minerals as shown in deed recorded 9/7/1976 in <u>Book 518 at Page 466</u>.
- 14. Reservation by George F Reyher, Pauline K. Reyher, Dorothy C. Keding, Glenn Keding, Herbert D Reyher, Marsha Reyher, Judy Ann Nielsen and Reese Nielsen of all minerals as set forth in Deed recorded 9/7/1978 in Book 518 at Page 464.
- 15. Agreement to pay one-half of the cost of maintaining the seep ditch as set forth in Deed recorded 9/7/1978 in Book 518 at Page 464.
- Oil and Gas Lease between Reyher Enterprises Inc. and Land Energy Inc., recorded 2/23/2012 at Reception No. 528807.
- 17. Oil and Gas Lease between Reyher Enterprises Inc and Diamond Resources Co., recorded 6/11/2012 at Reception No. 529989.
- Paid-Up Oil and Gas Lease between Reyher Enterprises Inc. and Redhawk Resources LLC Series CO1, recorded 5/17/2013 at Reception No. 533910.
- 19. Memorandum of Lease between Agis Capital LLC, Lessor and Ron Peterson LLC, Lessee, recorded 6/26/2018 at Reception No. 546462. Amendment to Memorandum of Lease recorded 6/22/2020 at Reception No. 551289.
- 20. Terms and conditions of Reciprocal Easement Agreement between Arkansas River Farms LLC and Reyher Enterprises, Inc., recorded 3/31/2016 at Reception No. 540920.
- 21. Right-of-Way Easement granted to Southeast Colorado Power Association, recorded 7/15/2019 at Reception No. 548967.
- 22. Agreement for Electric Service between VCRAF Agis Bent 50 LLC and Southeast Colorado Power Association, recorded 7/15/2019 at Reception No. 548969.
- 23. Agreement for Electric Service between VCRAF Agis Bent 50 LLC and Southeast Colorado Power Association, recorded 7/15/2019 at Reception No. 548970.
- 24. Agreement for Electric Service between VCRAF Agis Bent 50 LLC and Southeast Colorado Power Association, recorded 1/6/20220 at Reception No. 550212.
- 25. Agreement for Electric Service between VCRAF Agis Bent 50 LLC and Southeast Colorado Power Association, recorded 3/4/2020 at Reception No. 550590.
- 26. Terms and conditions of Easement from Gary L. Schwartz and Delane Schwartz to Reyher Enterprises Inc., recorded 4/14/2009 at Reception No. 520518.
- 27. Terms and conditions of Grant of Pivot Irrigation Overspray Easement between Ron Peterson LLC and VCRAF Agis Bent 50 LLC, recorded 9/15/2020 at Reception No. 551960,

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

- 28. Terms and conditions of Grant of Pipeline and Utility Easement between Ron Peterson LLC and VCRAF Agis Bent 50 LLC, recorded 9/15/2020 at Reception No. 551959.
- Agreement for Electric Service between VCRAF Agis Bent 50 LLC and Southeast Colorado Power Association, recorded 3/4/2020 at <u>Reception No. 550589</u>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.





DISCLOSURES

File No.: 064424

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that ABC Title & Closing Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

File No.: 064424

STEWART INFORMATION SERVICES CORPORATION Updated August 29, 2023 GRAMM LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

- 1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
- 2. Demographic Information: Marital status, gender, date of birth.
- 3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

- 1. Publicly available information from government records.
- 2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
- 3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

- 1. To provide products and services to you in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- I. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

File No.: 064424 Updated 08/24/2023

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search
 companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair,
 customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

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Updated 08/24/2023

Effective Date: <u>January 1, 2020</u> Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- **D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- **E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- **F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
 - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
 - Directly and indirectly from activity on Stewart's website or other applications.
 - From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

File No.: 064424 Updated 08/24/2023

- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations
- I. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

<u>Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties</u>

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- · The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our

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Updated 08/24/2023

service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- Complete the transaction for which we collected the personal information, provide a good or service that you
 requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or
 otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
- 6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us
- 8. Comply with a legal obligation.
- 9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

- 1. Emailing us at OptOut@stewart.com or
- 2. https://www.stewart.com/en/quick-links/ccpa-request.html

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected
 personal information or an authorized representative.
- · Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

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Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- · Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation Attn: Mary Thomas, Chief Compliance and Regulatory Officer 1360 Post Oak Blvd., Ste. 100, MC #14-1 Houston, TX 77056

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STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE ABC Title & Closing Services DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of ABC Title & Closing Services, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as ABC Title & Closing Services, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?				
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	nis may include running the business and managing as processing transactions, mailing, and auditing services, orders and legal investigations.					
For our marketing purposes— to offer our products and services to you.	Yes	No				
For joint marketing with other financial companies	No	We don't share				
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No				
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share				
For our affiliates to market to you	Yes	No				
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share				

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices							
How often do/does ABC Title & Closing Services notify me about their practices?	We must notify you about our sharing practices when you request a transaction.						
How do/does ABC Title & Closing Services protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.						
How do/does ABC Title & Closing Services collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.						
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.						

If you have any questions about this privacy notice, please contact us at: ABC Title & Closing Services, 300 Main Street, Ste. A, Ordway, CO 81063
out main eace, etc. 1, eranay, ee erece

100 File No.: 064424 Page 1 of 1

WATER ASSESSMENT TABLE

WATER ASSESSMENT TABLE

VCRAF AgIS Bent 50 2024 Water Assessments

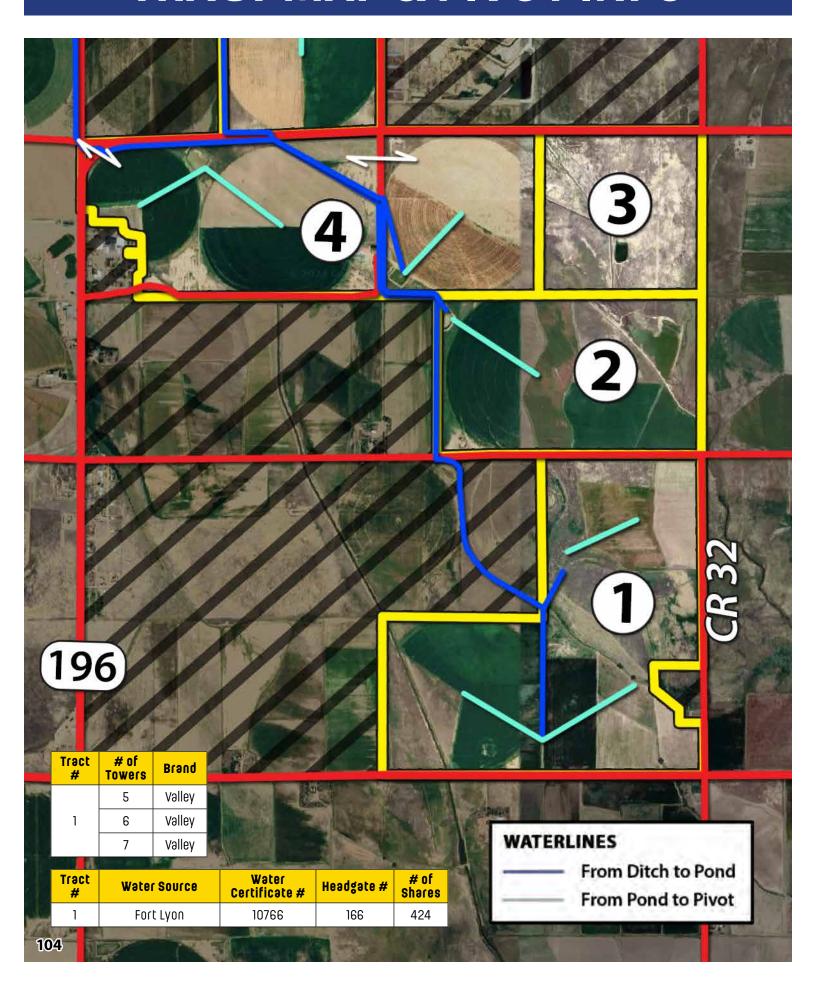
		An	nual Per Sh	are				
Canal Co	Shares Fees					Total Fees		
Fort Lyon	2694	\$		33	\$	88,902		
Amity	420	\$		46	\$	19,320		
Hyde	200	\$		12	\$	2,400		
Common LAWMA	276	\$		45	\$	12,420		
Preferred LAWMA	24	\$		113	\$	2,700		
LAWMA Rule 10 - 1	A							
Rate Wells (HB								
Reservoir)	4	\$		275	\$	1,100		
LAWMA Rule 10 -								
C Rate Wells (HB								
Reservoir)	9	\$		275	\$	2,475		
				Total	Φ	120 217		

Total \$ 129,317

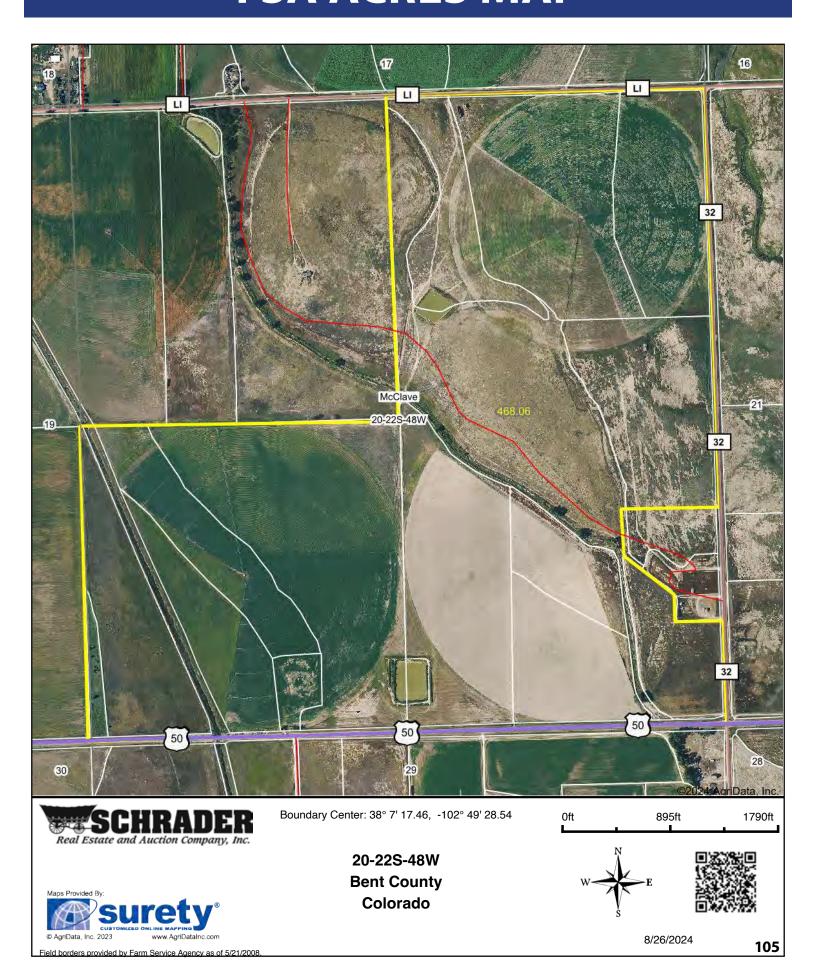
LAWMA Rule 10 is for enrollment withouth LAWMA shares tied to structure. C rate is reimbursed by Beef City

TRACT 1

TRACT MAP & PIVOT INFO



FSA ACRES MAP



FSA MAP



Prowers County, Colorado



Common Land Unit Tract Boundary

Non-cropland

2024 Program Year
Map Created March 11, 2024

Farm **5276** Tract **11776**

Wetland Determination Identifiers

Restricted Use

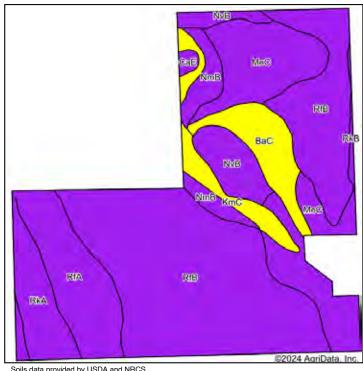
Cropland

- Limited Restrictions
- Exempt from Conservation Compliance Provisions

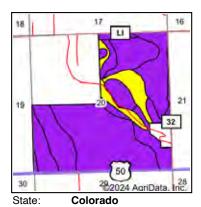
Tract Cropland Total: 463.75 acres

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SOIL MAP







County: **Bent** Location: 20-22S-48W Township: McClave 468.06 Acres: Date: 7/19/2024



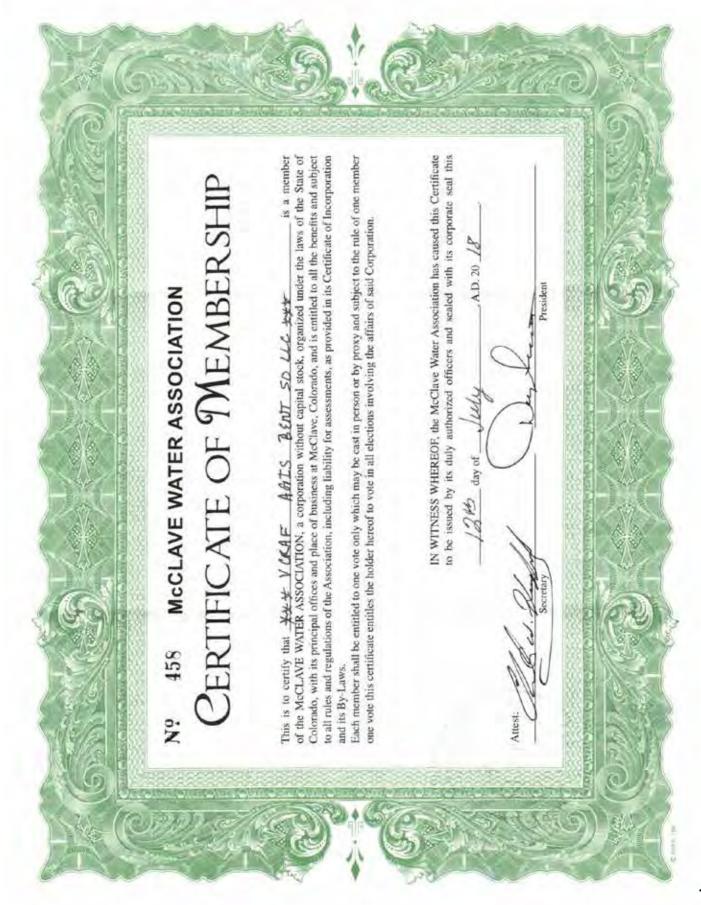




Area S	Symbol: CO011, S	oil Area \	/ersion: 20										
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Cantaloupe Irrigated Crates	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Onions Irrigated Sacks	Soybeans Irrigated Bu	Wheat Irrigated Bu
RfB	Rocky Ford clay loam, 1 to 3 percent slopes	216.71	46.4%		Vle	lle	5.5	735	170	85	21	45	75
MeC	Minnequa loam, 1 to 5 percent slopes	79.93	17.1%		VIc	IVs							
RfA	Rocky Ford clay loam, 0 to 1 percent slopes	51.17	10.9%		VIc	ı	6	735	180	100	21	45	80
RkA	Rocky Ford clay loam, wet, 0 to 1 percent slopes	27.70	5.9%		Vlw	llw	4	500	110	70	17	35	55
BaC	Bacid silt loam, 3 to 5 percent slopes	26.78	5.7%		IVe	IVe							
NvB	Numa clay loam, sand substratum, 0 to 3 percent slopes	25.49	5.4%		VIc	IIIe							
KmC	Kimera loam, 0 to 5 percent slopes	18.35	3.9%		IVe	IVe							
NmB	Numa clay loam, 1 to 3 percent slopes	17.27	3.7%		VIc	lle							
RkB	Rocky Ford loam, wet, 1 to 3 percent slopes	2.37	0.5%		VIw	llw	4	500	110	70	17	35	55
CaE	Cascajo very gravelly sandy loam, 2 to 20 percent slopes	2.29	0.5%		Vle	Vle							
		I	Weighte	d Average	5.81	2.50	3.5	452.8	105.5	54.8	13.1	28	47

FT. LYON WATER CERTIFICATE





WATER SUMMARY

Hoffman Farm (Tract 1)

The Hoffman Farm shown on **Figure 4** (in the previous assessment report referred to as Farms 8, 9, & 10) is irrigated from 424 shares of FLCC stock (Certificate No. 10766). This farm is in the E ½ and the SW ¼ of Section 20 and a portion of the NW ¼ of Section 29, Township 22 South, Range 48 West of the 6th P.M. in Bent County. The description of the farm location as currently mapped in **Figure 4** is accurately reflected on the FLCC stock certificate. However, HWE would recommend that since a portion of this farm has been sold that the description of the land to be irrigated be changed to the E ½, SW ¼ 20-22-48.

Certificate No.	No. of Shares	Legal Description On Certificate					
10766	424	E 1/2, SW 1/4 20 22-48 and NW 1/4, W 1/2 SW 1/4, W 1/2 E 1/2 SW 1/4 29-22-48					

There is only a small portion of a parcel in Section 29 that is still owned by AGIS, but the DEO considers the entire parcel to be dry. If AGIS wishes to irrigate this parcel in the future, then a general legal description for this parcel should be included in the described lands for the stock certificate.

Based on aerial 2023 aerial photography (background for **Figure 4**) 3 center pivots have been installed on the farm. HWE has included the latest parcel information developed by the DEO that identifies the Parcel Id. No. for each parcel and the irrigation type (sprinkler, flood, or dry). The DEO has identified 273.39 acres irrigated by sprinklers, 45.84 acres flood irrigated, and 67.04 acres considered dry for a total of 386.27 acres on the farm. Some of the acres considered dry are on parcels that have been sold. A total of 262.19 acres were sold from the original farm boundary. Since the use of sprinklers results in a change of the efficiency of the Fort Lyon Canal water delivered to the farm, this farm must be included in an Irrigation Improvement Rules plan. This farm is currently enrolled in such a plan under the LAVWCD's Fort Lyon plan. There are no Lower Arkansas Water Management Association (LAWMA) structures located on this farm within LAWMA's Rule 14 or Augmentation Plans.

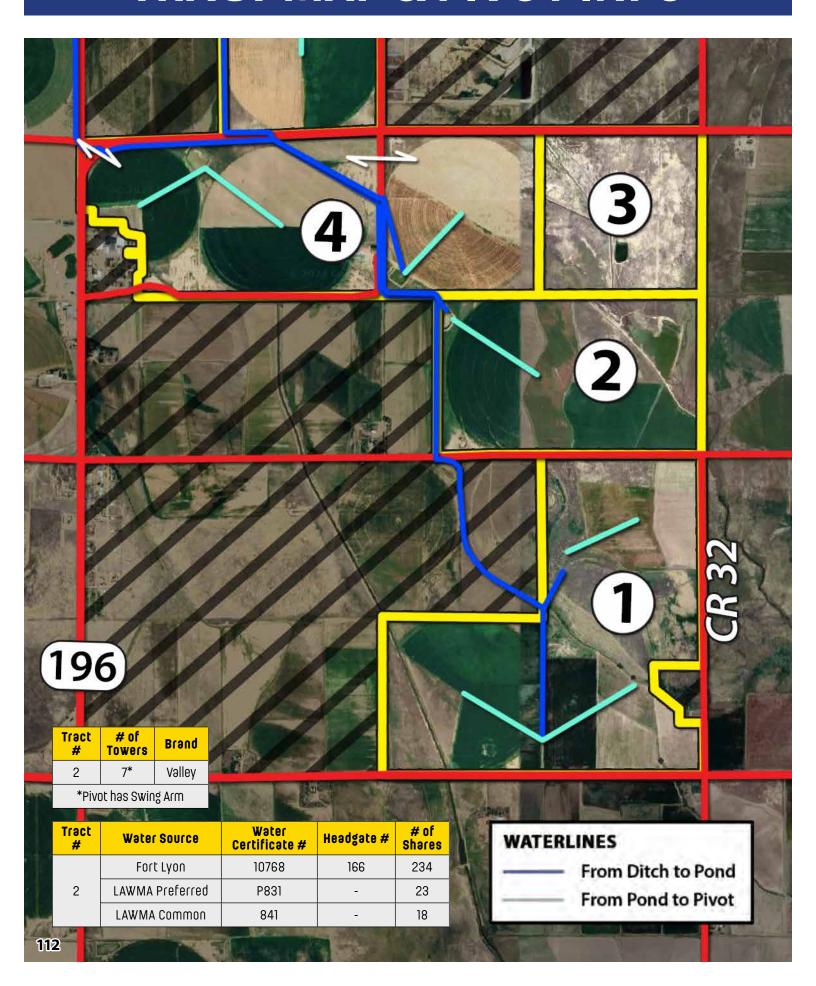
The average farm headgate deliveries in acre-feet by month and annually for the Hoffman Farm's 424 FLCC shares are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2.6	7.6	31.2	60.3	87.2	119.1	98.5	80.9	42.9	42.1	34.0	3.3	609.7

The average annual farm headgate delivery equates to 1.44 acre-feet per share (609.7 acre-feet / 424 FLCC Shares).

TRACT 2

TRACT MAP & PIVOT INFO



FSA ACRES MAP





Boundary Center: 38° 7' 56.68, -102° 49' 23.31

17-22S-48W **Bent County** Colorado





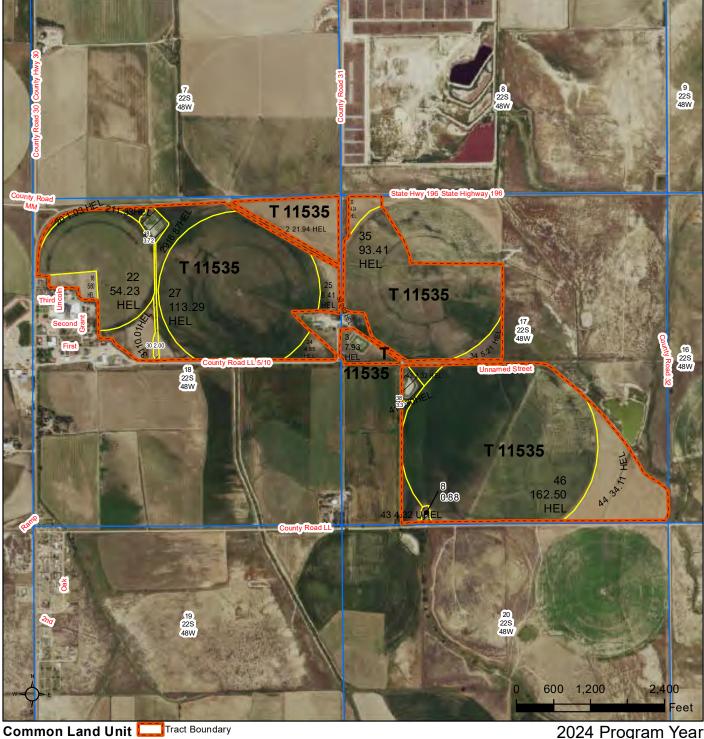
8/26/2024

113

FSA MAP



Prowers County, Colorado



Non-cropland Cropland

2024 Program Year Map Created March 11, 2024

> Farm **5276** Tract 11535

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation **Compliance Provisions**

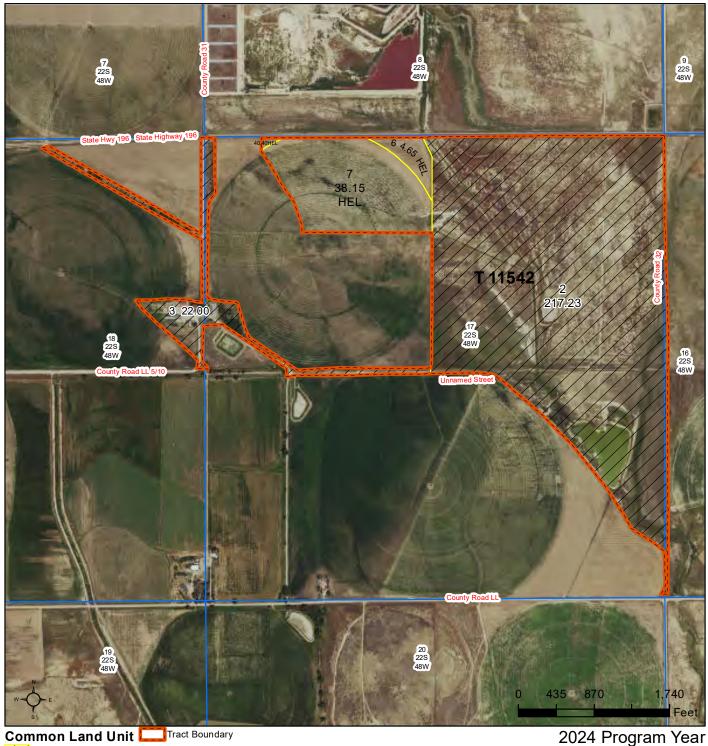
Tract Cropland Total: 550.52 acres

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FSA MAP



Prowers County, Colorado



Non-cropland Cropland

Map Created March 11, 2024

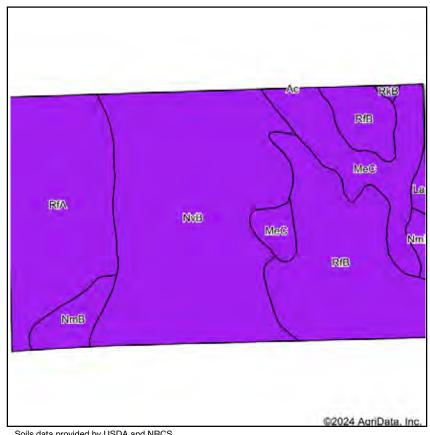
Farm **4963** Tract 11542

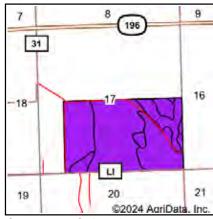
Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- **Exempt from Conservation** Compliance Provisions

Tract Cropland Total: 43.20 acres

SOIL MAP





Colorado State: County: **Bent**

17-22S-48W Location: Township: McClave Acres: 265.34 Date: 7/19/2024







0-1-	C-ii Di-ti-	Ι	D4	N 1	NI I	1	A 16-16- 1-	0	O	O:	0-:	0	Wheat
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class		Alfalfa hay Irrigated Tons	Cantaloupe Irrigated Crates	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Onions Irrigated Sacks	Soybeans Irrigated Bu	Irrigated Bu
NvB	Numa clay loam, sand substratum, 0 to 3 percent slopes	104.71	39.5%		VIc	Ille							
RfB	Rocky Ford clay loam, 1 to 3 percent slopes	61.07	23.0%		Vle	lle	5.5	735	170	85	21	45	
RfA	Rocky Ford clay loam, 0 to 1 percent slopes	55.96	21.1%		VIc	I	6	735	180	100	21	45	
MeC	Minnequa loam, 1 to 5 percent slopes	30.80	11.6%		VIc	IVs							
NmB	Numa clay loam, 1 to 3 percent slopes	10.52	4.0%		VIc	lle							
La	Las clay loam, loamy substratum, 0 to 1 percent slopes, occasionally flooded	1.64	0.6%		Vlc	IIIe							
RkB	Rocky Ford loam, wet, 1 to 3 percent slopes	0.64	0.2%		VIw	llw	4	500	110	70	17	35	
5	1		Weighte	d Average	6.00	2.42	2.5	325.4	77.4	40.8	9.3	19.9	3

FT. LYON WATER CERTIFICATE

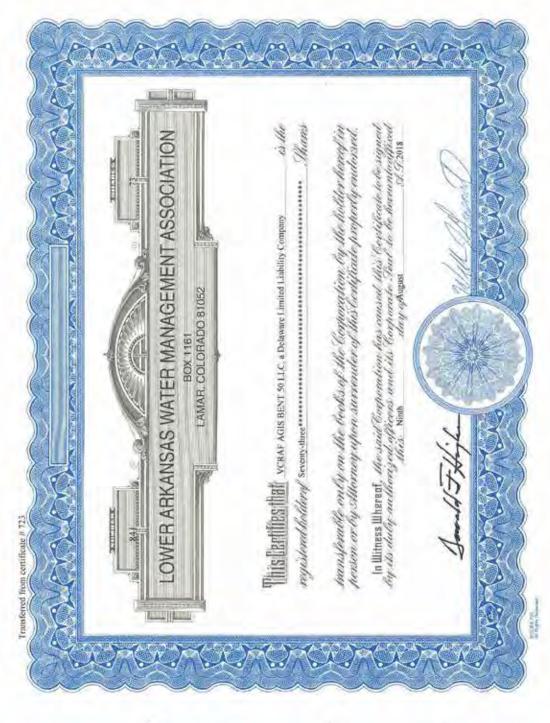


LAMWA WATER CERTIFICATES



23 of the 24

LAMWA WATER CERTIFICATES







WATER SUMMARY

Home Bonny Place Farm (Tracts 2 & 4 Combined)

The Home Bonny Place Farm shown on Figure 3 (in the previous assessment report referred to as Farms 5, 6 & 7) is irrigated from 634 shares of FLCC stock (Certificate Nos. 10768 and 10769). This farm is in the Section 17 except for the W ½ of the SW ¼ and the N ½ of Section 18 except for the Town of McClave, Township 22 South, Range 48 West of the 6th P.M. in Bent County. The description of the farm location as currently mapped in Figure 3 is accurately reflected on the FLCC stock certificates with Certificate No. 10768 identified place of irrigation as the S ½ of Section 17 except for the west 57.41 acres and Certificate No. 10769's identified place of irrigation as the N ½ of Section 18 and the NW ½ of Section 17.

Tract 2

Certificate No.	No. of Shares	Legal Description On Certificate
10768	234	S 1/4 excupt the west 57.41 acres 17-22-48
10769	400	N ½ 18-22-48 and NW ½ 17-22-48

Based on aerial 2023 aerial photography (background for Figure 3) 4 center pivots have been installed on the farm. HWE has included the latest parcel information developed by DEO that identifies the Parcel Id. No. for each parcel and the irrigation type (sprinkler, flood, or dry). The DEO has identified 439.37 acres irrigated by sprinklers, 139.00 acres flood irrigated, and 3.75 acres considered dry for a total of 582.12 acres on the farm. Since the use of sprinklers results in a change of the efficiency of the Fort Lyon Canal water delivered to the farm, this farm must be included in an Irrigation Improvement Rules plan. This farm is currently enrolled in such a plan under the LAVWCD's Fort Lyon plan.

There are 4 LAWMA structures located on this farm and all four are within LAWMA's Augmentation Plan. The 4 LAWMA structures were added to LAWMA's Augmentation Plan in Case No. 08CW18. The following is information from LAWMA on the 4 structures:

WDID No.	Description	LAWMA Plan	LAWMA Common Stock	LAWMA Preferred Stock
6706449	Underground Drain No. 1	Augmentation Plan	0	O
6706450	Underground Drain No. 2	Augmentation Plan	0	0
6706451	Underground Drain No. 3	Augmentation Plan	0	0
6707926	Bonny Place Pond	Augmentation Plan	18	23

Tract 2

Since the underground drains and the Bonny Place Pond are considered a system by LAWMA the shares are placed on the pond for augmentation purposes. These shares are included in as part of LAWMA common stock Certificate No. 841 and preferred stock Certificate No. P831.

The average farm headgate deliveries in acre-feet by month and annually for the Home Bonny Place Farm's 634 FLCC shares are as follows:

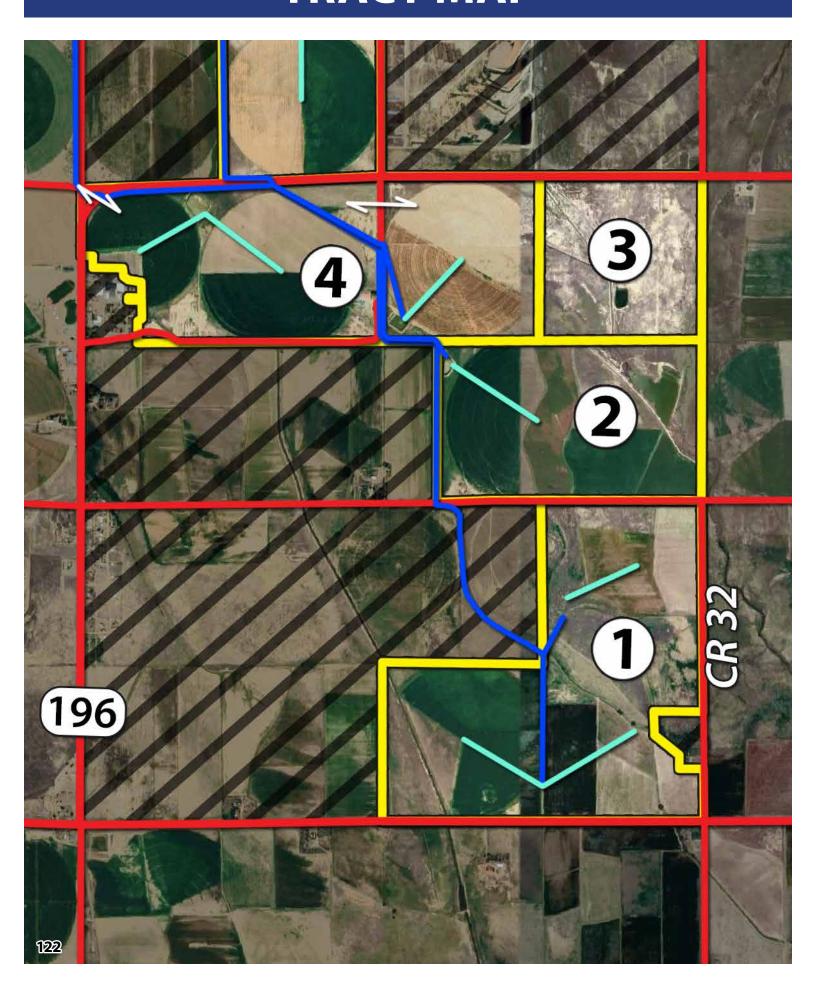
Page 4 of 15

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
3.9	11,4	46.7	90.2	130.4	178.1	147.3	121.0	64.2	62.9	50.8	4.9	911.7

The average annual farm headgate delivery equates to 1.44 acre-feet per share (911.7 acrefeet / 634 FLCC Shares).

TRACT 3

TRACT MAP



FSA ACRES MAP





Boundary Center: 38° 8' 23.35, -102° 49' 12.82



17-22S-48W **Bent County** Colorado

8/26/2024

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FSA MAP



Prowers County, Colorado



Non-cropland Cropland

2024 Program Year Map Created March 11, 2024

> Farm **4963** Tract 11542

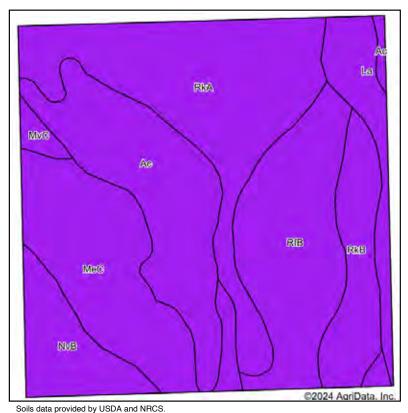
Wetland Determination Identifiers

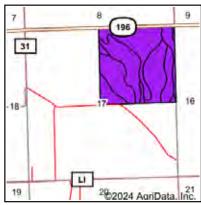
- Restricted Use
- Limited Restrictions
- **Exempt from Conservation** Compliance Provisions

Tract Cropland Total: 43.20 acres

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SOIL MAP





State: Colorado
County: Bent

 Location:
 17-22S-48W

 Township:
 McClave

 Acres:
 168.3

 Date:
 7/19/2024



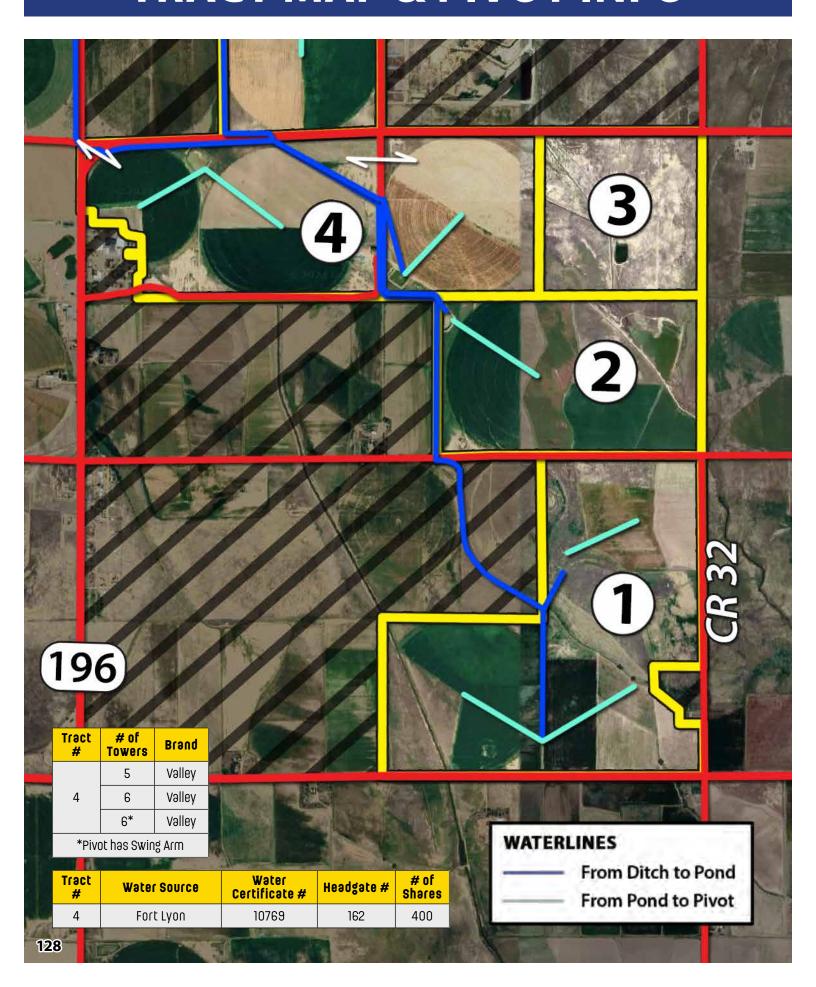




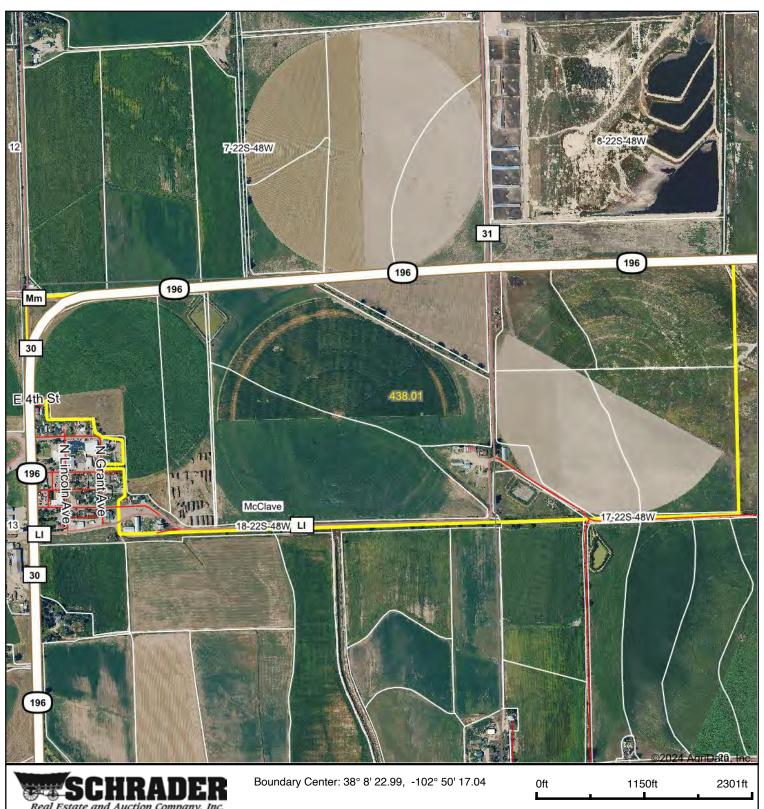
Area S	Symbol: CO011, Soi	I Area V	ersion: 20										
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Cantaloupe Irrigated Crates	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Onions Irrigated Sacks	Soybeans Irrigated Bu	Wheat Irrigated Bu
RkA	Rocky Ford clay loam, wet, 0 to 1 percent slopes	41.85	25.0%		VIw	llw	4	500	110	70	17	35	55
MeC	Minnequa loam, 1 to 5 percent slopes	30.32	18.0%		VIc	IVs							
Ac	Apishapa clay loam, 0 to 2 percent slopes, occasionally flooded	30.20	17.9%		VIc	IIIe							
RfB	Rocky Ford clay loam, 1 to 3 percent slopes	29.13	17.3%		Vle	lle	5.5	735	170	85	21	45	75
RkB	Rocky Ford loam, wet, 1 to 3 percent slopes	13.37	7.9%		VIw	llw	4	500	110	70	17	35	55
NvB	Numa clay loam, sand substratum, 0 to 3 percent slopes	11.69	6.9%		VIc	IIIe							
La	Las clay loam, loamy substratum, 0 to 1 percent slopes, occasionally flooded	9.88	5.9%		VIc	IIIe							
MvC	Manvel silt loam, 2 to 6 percent slopes	1.86	1.1%		Vle	Vle							
	•	•	Weighte	d Average	6.00	2.71	2.3	291.3	65.5	37.7	9.2	19.3	31

TRACT 4

TRACT MAP & PIVOT INFO



FSA ACRES MAP





18-22S-48W Bent County Colorado





8/26/2024

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FSA MAP



Prowers County, Colorado



Non-cropland Cropland

2024 Program Year
Map Created March 11, 2024

Farm **5276** Tract 11535

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation **Compliance Provisions**

Tract Cropland Total: 550.52 acres

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FSA MAP



Prowers County, Colorado



Non-cropland Cropland

2024 Program Year Map Created March 11, 2024

> Farm **4963** Tract 11542

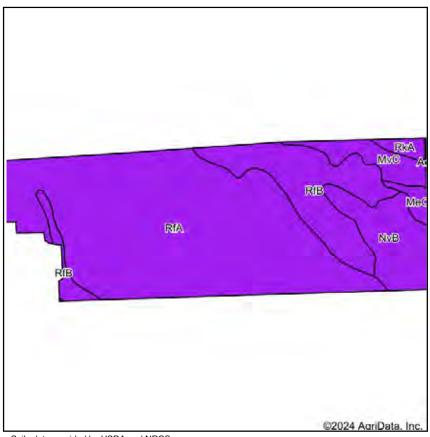
Wetland Determination Identifiers

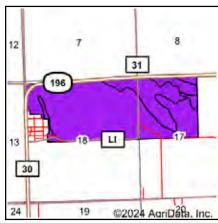
- Restricted Use
- Limited Restrictions
- **Exempt from Conservation** Compliance Provisions

Tract Cropland Total: 43.20 acres

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SOIL MAP





State: Colorado
County: Bent
Location: 7-22S-48W
Township: McClave
Acres: 437.76
Date: 7/19/2024







Soils data provided by USDA and NRCS.

	Symbol: CO011, So												S
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Cantaloupe Irrigated Crates	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Onions Irrigated Sacks	Soybeans Irrigated Bu	Wheat Irrigated Bu
RfA	Rocky Ford clay loam, 0 to 1 percent slopes	284.61	65.1%		VIc	I	6	735	180	100	21	45	8
RfB	Rocky Ford clay loam, 1 to 3 percent slopes	78.76	18.0%		Vle	lle	5.5	735	170	85	21	45	75
NvB	Numa clay loam, sand substratum, 0 to 3 percent slopes	43.06	9.8%		VIc	IIIe							
MvC	Manvel silt loam, 2 to 6 percent slopes	19.72	4.5%		Vle	Vle							
RkA	Rocky Ford clay loam, wet, 0 to 1 percent slopes	5.74	1.3%		Vlw	llw	4	500	110	70	17	35	55
MeC	Minnequa loam, 1 to 5 percent slopes	5.71	1.3%		VIc	IVs							
Ac	Apishapa clay loam, 0 to 2 percent slopes, occasionally flooded	0.16	0.0%		VIc	IIIe							
32	•		Weighte	d Average	6.00	1.65	4.9	616.7	149.1	81.2	17.7	37.8	66.2

FT. LYON WATER CERTIFICATE





Certificate Number 465

 the undersigned, desire to be a member of the McClave Water Association, Inc., and submit for your approval this water agreement as application for membership.

Chiefy Money

VCRAF AGIS BENT 50 LLC

WATER USERS AGREEMENT

This agreement entered into between the McClave Water Association, Inc., a nonprofit corporation, hereinafter called the "Association", and VCRAF ACIS BENT 50 LLC, member(s) of the Association, hereinafter called "Member"

WITNESSETH

Whereas, the Member desires to purchase water from the Association and to enter into a water users agreement as required by the Bylaws of the Association.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The Association shall furnish, subject to the limitations set out in its Bylaws and Rules and Regulations now in force or as hereafter amended, such quantity of water as member may desire in connection with Member's occupancy of the following described property:

200 Grant Street, McClave, CO

The Member agrees to pay a membership fee in the amount of \$2,500,00 and for material and labor of installation from Association's distribution line to Member's service line. Such material shall become the property of the Association and will include, but not limited to, a meter, meter loop, meter well, meter well cover and lid. The Association will, upon payment by the Member of an estimated cost of \$0 contract for the installation to be made. An adjustment will be made to the Member if actual cost is less than the estimate, and the Member will pay the difference if actual cost is more than the estimate.

The Member shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the system is of sufficient expectly to permit delivery of water at that point.

The Member agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended or changed. The Member also agrees to pay for water at such rates, time and place as shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as are now set out in the Association Bylaws and Rules and Regulation, or which may be hereafter adopted and imposed by the Association.

The Association shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Members in the event of a water shortage; and may shut off water to a Member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Association may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Members and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all the needs of all of the Members, the Association must first satisfy all of the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all members for domestic and livestock purposes before supplying any water for garden purposes.

The Member agrees that no other present or future water source will be connected to any waterlines served by the Association's water lines and will disconnect from his present water supply prior to connecting to and switching to the Association's system.

The Member agrees that there will be just one dwelling connected to the service line, and that no commercial business operated for the use of the general public will be connected to the service line, and if the service line is for a commercial business there will be no dwelling connected to the service line.

The Member shall connect his service lines to the Association's distribution system and shall commence to use water from the system on the date the water is made available to the Member by the Association. Water charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

The Member agrees to grant to the Association, it successors and assigns, a perpetual easement in, over and under, and upon his or their land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appartenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to egress from his or their lands.

In the event the Member shall breach this contract by refusing or failing, without just cause, to connect his service line to the Association's distribution system as set forth above, the Member agrees to forfeit to the Association his membership fee of TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500,00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the Member in either of the respects set forth above would cause serious and substantial damages to the Association, and it would be difficult, if not impossible, to prove the amount of such damages. The puries hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- Charges for water used will be made monthly and nonpayment by the 15th day of the month will be subject to a penalty of ten percent of the delinquent account.
- Nonpayment within thirty days from the due date will result in the water being shut off from the customer's property
- 3. In the event it becomes necessary for the Association to shat off the water from a Member's property, the minimum monthly charge will be applied against the membership fee of \$2,500.00 until the amount of charges equals or exceeds the amount of \$500.00, at which time the membership will be cenceled and taken off of the Association's records.

VCRAF AGIS BENT 50 LLC

This institution is an equal opportunity provider and employer.

			No. 139	/
Original in Boston		2		CERTIFICATE
			14	Nº 494
			100	VCRAF AGES SOLLC
		,	L	200 Brant - Scale House
			L.J	Dated 13 July 20 22
				Received Certificate No. 499
				This day of 20
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,	ž.			HORNSON PRINTING, NO. (LAMAR, CD - PORM SSA)

WATER SUMMARY

Home Bonny Place Farm (Tracts 2 & 4 Combined)

The Home Bonny Place Farm shown on Figure 3 (in the previous assessment report referred to as Farms 5, 6 & 7) is irrigated from 634 shares of FLCC stock (Certificate Nos. 10768 and 10769). This farm is in the Section 17 except for the W ½ of the SW ¼ and the N ½ of Section 18 except for the Town of McClave, Township 22 South, Range 48 West of the 6th P.M. in Bent County. The description of the farm location as currently mapped in Figure 3 is accurately reflected on the FLCC stock certificates with Certificate No. 10768 identified place of irrigation as the S ½ of Section 17 except for the west 57.41 acres and Certificate No. 10769's identified place of irrigation as the N ½ of Section 18 and the NW ½ of Section 17.

Tract 2

Certificate No.	No. of Shares	Legal Description On Certificate
10768	234	S 1/2 excupt the west 57.41 acres 17-22-48
10769	400	N 16 18-22-48 and NW 1/4 17-22-48

Based on aerial 2023 aerial photography (background for Figure 3) 4 center pivots have been installed on the farm. HWE has included the latest parcel information developed by DEO that identifies the Parcel Id. No. for each parcel and the irrigation type (sprinkler, flood, or dry). The DEO has identified 439.37 acres irrigated by sprinklers, 139.00 acres flood irrigated, and 3.75 acres considered dry for a total of 582.12 acres on the farm. Since the use of sprinklers results in a change of the efficiency of the Fort Lyon Canal water delivered to the farm, this farm must be included in an Irrigation Improvement Rules plan. This farm is currently enrolled in such a plan under the LAVWCD's Fort Lyon plan.

There are 4 LAWMA structures located on this farm and all four are within LAWMA's Augmentation Plan. The 4 LAWMA structures were added to LAWMA's Augmentation Plan in Case No. 08CW18. The following is information from LAWMA on the 4 structures:

WDID No.	Description	LAWMA Plan	LAWMA Common Stock	LAWMA Preferred Stock
6706449	Underground Drain No. 1	Augmentation Plan	0	0
6706450	Underground Drain No. 2	Augmentation Plan	0	0
6706451	Underground Drain No. 3	Augmentation Plan	0	0
6707926	Bonny Place Pond	Augmentation Plan	18	23

Tract 2

Since the underground drains and the Bonny Place Pond are considered a system by LAWMA the shares are placed on the pond for augmentation purposes. These shares are included in as part of LAWMA common stock Certificate No. 841 and preferred stock Certificate No. P831.

The average farm headgate deliveries in acre-feet by month and annually for the Home Bonny Place Farm's 634 FLCC shares are as follows:

Page 4 of 15

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
3.9	11,4	46.7	90.2	130.4	178.1	147.3	121.0	64.2	62.9	50.8	4.9	911.7

The average annual farm headgate delivery equates to 1.44 acre-feet per share (911.7 acre-feet / 634 FLCC Shares).

RESIDENTIAL LEASE AGREEMENT

This RESIDENTIAL LEASE AGREEMENT ("Agreement") made and entered into this 1st day of September 2024, by and between VCRAF AgIS Bent 50, LLC ("Landlord") and ("Tenant").

- PROPERTY. Landlord is the owner of that real property located in the County of Bent. Colorado, together with all improvements and fixtures located thereon, as more particularly described in EXHIBIT A attached hereto and made a part hereof ("Property").
- 2. LEASE. Subject to the terms and conditions of this Agreement, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, that portion of the Property more particularly described in EXHIBIT B attached hereto and made a part hereof ("Premises").
- 3. TERM. The term of this lease shall begin on the date specified above, and end at 11:59 PM on December 31, 2024 ("Term"). If Tenant, with the Landlord's consent, remains in possession of the Premises after expiration or termination of the term of this Lease, such possession by Tenant shall be deemed to be a tenancy from month-to-month at a rental in the amount of the last monthly rental plus all other charges payable hereunder, and upon all the provisions of this Lease applicable to such a month-to-month tenancy.
- 4. RENT. As consideration for possession of the Premises granted by this Agreement, Tenant shall pay to Landlord the rent of \$450,00 per month, payable in advance on the first day of each month. If that day falls on a weekend or legal holiday, the rent is due on the next business day. Rent shall be paid by check or money order, payable to VCRAF AgIS Bent 50 LLC, and shall be delivered to AgIS Property Management LLC. Landlord may demand that monthly rent be paid in cash for a period not exceeding three months if tenant fails to (a) previously attempted to pay Landlord with a check drawn on insufficient funds or (b) put a stop payment on a check, draft or money order. In the event the beginning date of this Agreement is a day other than the first day of the month, the first month's rent may be prorated to the first day of the succeeding month.

Should Tenant fail to pay an installment of rent, or any portion thereof, by the fifth day after it is due, Landlord may terminate tenancy as provided pursuant to Section 20 of this Agreement.

- UTILITIES, Lessee shall pay for all utilities and/or services supplied to the premises, including, but not limited to, water, electric, gas, telephone, cable and internet access.
- 6. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transiem relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasigovernmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
- a. <u>Noise/Disruptive Activities</u>: Tenant and his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building or neighbors, violate any law, or commit or permit waste or nuisance in or about the premises. Further, Tenant shall not do or keep anything in or about the premises that will obstruct the public spaces available to other tenants. Lounging or

unnecessary loitering on the front steps, public balconies or in the common hallways that interferes with the convenience of other tenants is prohibited.

- Alterations: Tenant shall not install aerials, lighting fixtures or equipment, use nails, screws or fastening devices on walls, coiling or woodwork, or alter or redecorate the premises without Landlord's prior written approval.
- 7. CONDITION OF PREMISES. Tenant has examined the premises—including but not limited to the furnishing, fixtures, appliances, equipment, windows, doors, plumbing facilities, electrical facilities, hot and cold water supply, building grounds and appurtenances—accepts the same "AS IS," and acknowledges that the same are in good, clean and sanitary working order, condition and repair. Upon termination of the tenancy, Tenant shall return the premises to Landlord in as good working order, condition and repair as when received, ordinary wear and tear excepted, and free of all of Tenant's personal property, trash and debris. Burns, stains, holes or tears of any size or kind in the carpeting, draperies or walls, among other types of damage, do not constitute reasonable wear and tear. Tenant acknowledges that no representations as to the condition or repair of the premises, nor as to Landlord's intentions with respect to any improvement, alteration, decoration or repair of the premises, have been made to Tenant.

The Landlord shall at its sole cost and expense keep and maintain the exterior walls, roof, electrical wiring, heating system, air conditioning system (if any), water heater built-in appliances, and water lines in good and sanitary order, condition, and repair, except where damage (if any) has been caused by the abuse or negligence of the Tenant, in which event Tenant shall repair same at her sole cost and expense. Except as herein provided, Tenant hereby agrees that the Premises are now in a tenantable and good condition and shall at her sole cost and expense keep and maintain the Premises, appurtenances, and every part thereof, in the manner in which they were received, reasonable wear and tear excepted, including any fixtures belonging to the Landlord, so that they shall remain in good and satisfactory order, condition and repair.

- 8. ASSIGNMENT AND SUB-LETTING. Tenent shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
- 9. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
- 10. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 11. MAINTENANCE AND REPAIR; RULES. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Throughout the term of this Agreement, Tenant shall:

- a. Keep the premises in clean and sanitary condition:
- Dispose of all Tenant's rubbish, garbage and waste in a clean and sanitary manner;
- Properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition;
- d. Not permit any person in or about the premises with Tenant's permission to deface, damage or remove any part of the structure or the facilities, equipment or appurtenances thereto, nor personally do any such thing;
- Occupy and use the premises in the manner in which they were designed and intended to be occupied and used, as designated in <u>Section 7</u> of this Agreement;
- f. If the surrounding grounds are part of the Premises and for the exclusive use of Tenant, irrigate and maintain the surrounding grounds in a clean and safe manner, keeping the grounds clear of rubbish and weeds and trimming all grass and shrubbery as necessary to affect a neat and orderly appearance to the property; and
- g. Notify Landlord in writing upon discovery of any damages, defects or dangerous conditions in or about the Premises and allow Landlord reasonable opportunity to repair or correct the same.

Tenant shall be liable for the expenses of any repair caused by Tenant's failure to comply with these conditions. At Landlord's election, Landlord may deduct such expenses from Tenant's Security Deposit and may thereafter demand that Tenant pay an amount equal to the amount deducted from said Security Deposit so as to restore the Security Deposit to the amount required by this Agreement.

Notwithstanding the above, it is Landlord's obligation to maintain the Premises in a habitable condition; but, Landlord is not responsible for defective conditions caused by Tenant's own malfeasance or nonfeasance or that of any other person with Tenant's permission.

If any work or repairs performed requires that Tenant temporarily vacate the unit, then Tenant shall vacate for this temporary period upon being served a seven (7) days' notice by Landlord. Tenant agrees that in such event, Tenant will be solely compensated by a corresponding reduction in rent for those many days that Tenant was temporarily displaced.

- 12. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement.
- 13. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord may enter and inspect the premises during normal business hours and upon reasonable written notice of at least Twenty-Four (24) hours to Tenant, with or without Tenant's presence, for the following reasons: (a) to exhibit the premises to prospective or actual

purchasers, mortgagees, tenants, workers or contractors (in which case, notice may be given orally if Tenant has first been notified in writing the premises are for sale (b) to make necessary or agreed repairs, decorations, alterations, or improvements; (c) to provide necessary or agreed services; (c) to make an initial inspection of the premises after either party has given notice of intention to terminate the tenancy or (d) pursuant to court order or agreement with Tenant. Landlord may enter Tenant's rental unit without notice and at any time in emergency situations or when Tenant has abandoned or surrendered the premises. Tenant shall not add or change any lock, locking device, bolt or latch on the premises. Tenant acknowledges that Landlord has a key to Tenant's premises and may use same for entry, as provided herein.

- 14. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
- 15. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
- 16. INSURANCE. Landlord shall not insure Tenant for any personal injury or property damage, including that caused by act or omission of any other tenant or third party, or by any criminal act or activity, war, riot, insurrection, fire or Act of God. Tenant shall obtain and pay for any insurance coverage that Tenant deems necessary to protect Tenant from any loss or expense that may be caused by such persons or events.
- 17. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Agreement by reason thereof, Landlord may terminate this Agreement.
- 18. PETS. Dogs, cats, or other domestic pet or animal of any kind may be kept on or about the Premises subject to Tenant's execute of a Pet Agreement in the form attached hereto as EXHIBIT C.

NOTICES.

- a. Termination of Tenancy: The tenancy under this Agreement may be terminated by either Landlord or Tenant by service of thirty (30) days written notice of an intention to terminate the tenancy. In the event such notice is given, Tenant agrees to pay all rent up to and including the notice period. The Landlord may terminate the tenancy upon service of three (3) days' written notice to Tenant for any violation of any provision of this Agreement including, but not limited to, failure to pay rent by date due.
- b. Change in Terms: Any condition of the tenancy shall be deemed changed upon expiration of thirty (30) days following service by Landlord on Tenant of written notice setting forth the change in such condition. Any rent raise of more than Ten Percent (10%) over that charged Tenant in the preceding Twelve (12) months, however, shall take effect only upon sixty (60) days' written notice from Landlord to Tenant.

c. Notice. Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord: AglS Property Management

Attention: Jeff Hillberg Post Office Box 1332 Turlock, CA 95381 Phone: (209)499-2898

Email: jhillberg@agiscapital.com

Tenant:



Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

- d. ABANDONMENT OF PREMISES. The Premises shall be deemed abandoned by Tenant if, after a failure by Tenant to pay an installment of rent pursuant to Section 4 of this Agreement, or any portion thereof, for any rental month, and after the date of service of a written notice on Tenant, demanding that Tenant either pay the amount of rent then due or quit the premises, (a) Tenant has been absent from the premises for a period of fourteen (14) consecutive days, and (b) Tenant has neither contacted landlord in person nor cured said rent default. Upon such abandonment by Tenant Landlord has the right to invoke the remedy described in Colorado Civil Code to suit for damages.
- 20. PERSONAL PROPERTY REMAINING ON PREMISES. After Tenant vacates the premises, either by (a) expiration of this tenancy term, (b) termination of the tenancy pursuant to notice as stated in Section 20 of this Agreement, or (c) abandonment or surrender. Landlord may reenter and relake possession of the premises. Any personal property remaining on the premises shall be returned to Tenant, placed in storage or disposed of as provided in Civil Code Sections 1965 et seq., 1980 et seq., or Code of Civil Procedure Section 1174.
- 21. RIGHT OF PROPERTY SALE & LEASE ASSIGNMENT. Landlord retains the right to assign this lease to another party upon the sale of the property. If the property is sold during the term of this lease, tenant will be notified in writing by Landlord of the change. The terms of this lease will remain in effect until such time as the lease is assigned upon which assignee may ask tenant to sign a new lease corresponding to change in Landlord. Tenant will not have the right to assign the lease at any time during the term of this lease as reference in Section 8 of the lease.

22. MISCELLANEOUS.

- a. Governing Law, This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.
- b. <u>Attorneys' Fees</u>. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

- c. Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- d. <u>Binding Effect</u>. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- e. <u>Descriptive Headings</u>. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- f. Non-Waiver. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder. Landlord's failure to require strict compliance with the conditions of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver by Landlord of such condition or right. Landlord's acceptance of rent with knowledge of any default under this Agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit Landlord's rights with respect to that or any subsequent default.
- g. Modification. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- h. Entire Agreement. The foregoing, including its attachments incorporated by reference, constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, Tenant represents that he/she has relied solely on his/her own judgment, experience and expertise, in entering into this Agreement with Landlord.
- i. Modification. This Agreement may not be modified except by a written agreement signed by both Landlord and Tenant.
- j. Lead Notification Requirement. A lead notification is required for housing built before 1978. A Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazards shall be attached hereto, if applicable and shall be deemed incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto, on the date first written above, have caused this Agreement to be executed.

LANDLORD:

Kenneth Warlick

VCRAF AgIS Bent 50, LLC

TENANT:



HOME LEASE

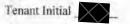
EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

A single-family home located on about 1 acre out of the NW ¼ of Section 18, Township 22 South, Range 48 West in Bent County, Colorado adjacent to the city of McClave, Colorado.

EXHIBIT B LEGAL DESCRIPTION OF PREMISES

The home located at 415 East 1st Street, McClave, CO 81057

Page 7 of 9



HOME LEASE

EXHIBIT C PET AGREEMENT

This Ag	greement is a setween Rey	attached to her Enterp	and for orises, IN	ns a part of th C, Landlord,	he Residential Leas and	se Agreement dated	, Tenant.
				in th	ne dwelling he/she	occupies under the L	described as ease Agreement
referred	to above, sion, Tenant	and becau agrees to	se this a	Agreement sp ving terms an	pecifically prohibit ad conditions in exc	s keeping pets wit change for this perm	hout Landlord's ission:
ı.	Tenant agre	ees to keep	his/her	pet under con	trol at all times.		
2.	Tenant agr	ees not to	eave his	her pet unatte	ended for any unrea	asonable periods.	
3.	Tenant agr	ees to disp	ose of hi	s/her pet's dre	oppings properly as	nd quickly.	
4.	Tenant agr remedy im	ees to kee mediately	p his/her any com	pet from ca plaints made	using any annoyan to the Tenant or La	nce or discomfort to andlord.	others and will
5.	Tenant agr	ees to pay	immedia	tely for any o	lamage, loss, or exp	pense caused by his	her pet.
6.	Tenant agr break this			eserves the ri	ght to revoke perm	ission to keep the p	et should Tenant
Landlo	ord:					Date:	
Tenant	:_ <i>b</i> /	A				Date:	

Page 8 of 9

Tenant Initial Mis

HOME LEASE

RESIDENTIAL LEASE AGREEMENT

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

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's D	isclosure;
(a) Presen	nce of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
(i)	Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
(H)) _X Landlord has no knowledge of lead-based paint and/or lead-based paint hazar in the housing.
(b) Record	ds and reports available to the Landlord (check (i) or (ii) below):
(i)	Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents).
(ii)	_X Landford has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
Tenant's Ackn	nowledgement: (initial)
(e) _X_ (d) _X_	Tenant has received copies of all information listed above. Tenant has received the pamphlet Protect Your Family from Lead in Your Home.
Certification o	f Accuracy (Sign and date)
The following p	parties have reviewed the information above and certify, to the best of their knowledge, ation they have provided is true and accurate.
andlord:	enneth Warlick Date: 8/22/24
enant:	Date:

Page 9 of 9

Tenant Initial Will -

LEAD BASED PAINT DISCLOSURE

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-6-21) (Mandatory 1-22)

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

LEAD-BASED PAINT DISCLOSURE (Sales)

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

415 East 1st Street	McClave	CO	81057
Street Address	City	State	Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty adjusted for inflation for each violation.

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

Lead Warning Statement

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

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

Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this
disclosure for not less than three years from the completion date of the sale.

Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.

2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):

Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):	

3. Records and reports available to Seller (check one box below):

V	Seller has no reports or records pertaining to lead-based paint and/or lead-based paint nazards in the nousing.
	Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazar
	in the housing (list documents below):

Buyer's Acknowledgment

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

Real Estate Licensee's Acknowledgment

ds

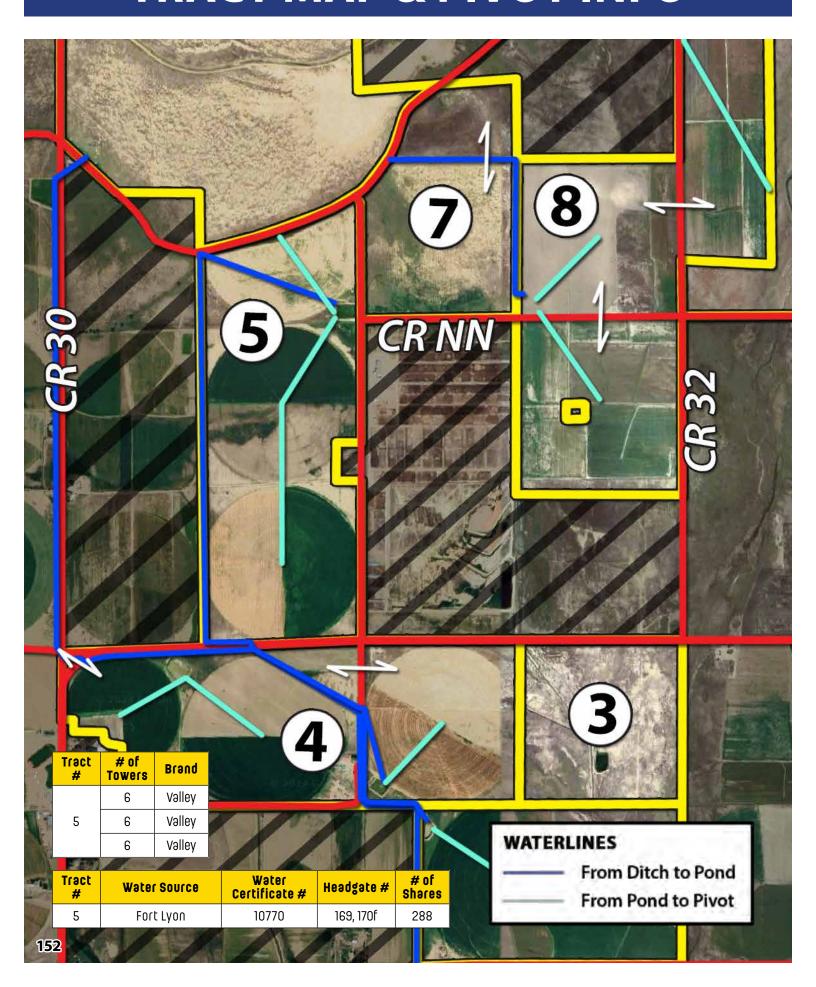
LEAD BASED PAINT DISCLOSURE

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

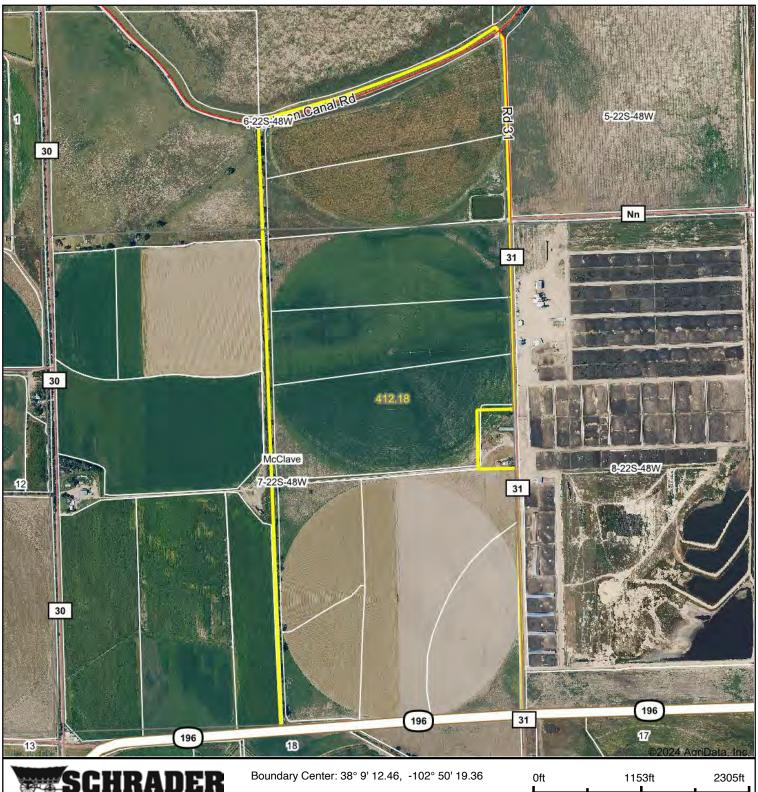
Certification of Accuracy I certify that the statements I have r	nade are accurate to the b	pest of my knowledge.	
Kenneth Warlick	8/22/2024		
Seller	Date	Buyer	Date
Seller Affr	Date	Buyer	Date
Real Estate Licensee (Listing)	Date	Real Estate Licensee (Selling)	Date

TRACT 5

TRACT MAP & PIVOT INFO



FSA ACRES MAP







7-22S-48W **Bent County** Colorado

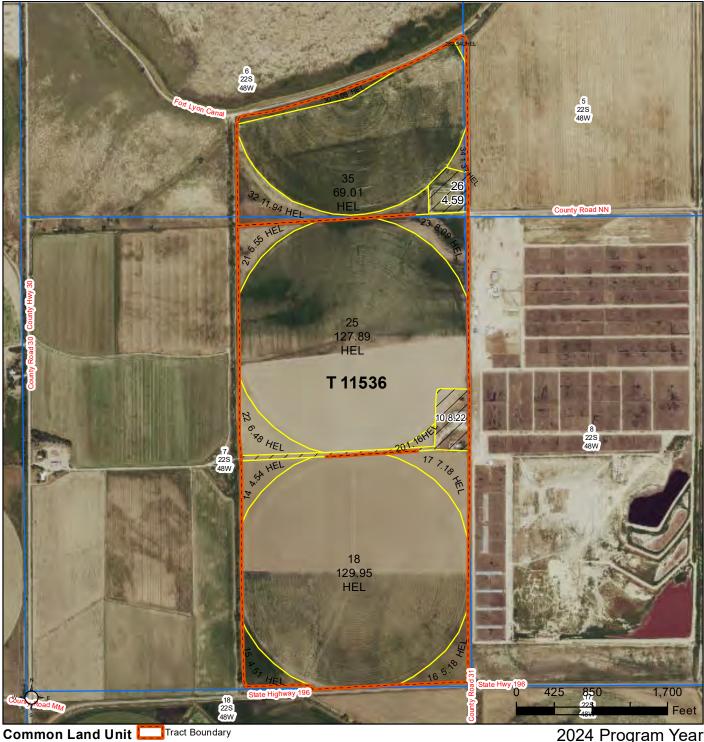
8/26/2024

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FSA MAP



Prowers County, Colorado



Non-cropland Cropland

2024 Program Year Map Created March 11, 2024

> Farm **4959** Tract 11536

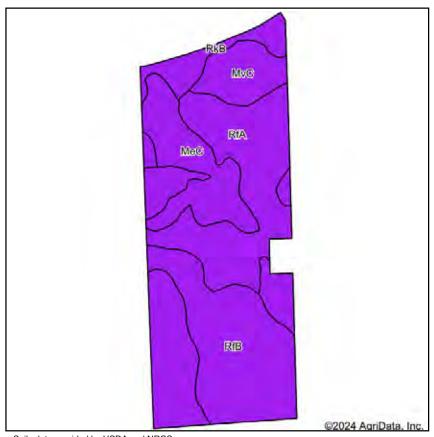
Wetland Determination Identifiers

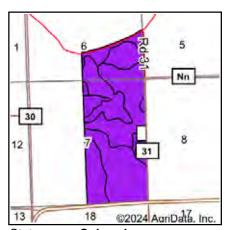
- Restricted Use
- Limited Restrictions
- Exempt from Conservation **Compliance Provisions**

Tract Cropland Total: 386.47 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA 154 ograms. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

SOIL MAP





State: Colorado
County: Bent
Location: 7-22S-48W
Township: McClave
Acres: 412.2
Date: 7/19/2024







Soils data provided by USDA and NRCS.

	Symbol: CO011												
Area	Symbol: CO011,	Soli Area	version: 2	0									
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Cantaloupe Irrigated Crates	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Onions Irrigated Sacks	Soybeans Irrigated Bu	Wheat Irrigated Bu
RfA	Rocky Ford clay loam, 0 to 1 percent slopes	171.15	41.5%		VIc	I	6	735	180	100	21	45	80
RfB	Rocky Ford clay loam, 1 to 3 percent slopes	107.26	26.0%		Vle	lle	5.5	735	170	85	21	45	75
MeC	Minnequa loam, 1 to 5 percent slopes	59.72	14.5%		VIc	IVs							
MvC	Manvel silt loam, 2 to 6 percent slopes	47.39	11.5%		Vle	Vle							
RkB	Rocky Ford loam, wet, 1 to 3 percent slopes	26.68	6.5%		Vlw	llw	4	500	110	70	17	35	55
	•		Weighte	d Average	6.00	2.33	4.2	528.8	126.1	68.2	15.3	32.7	56.3

Soils data provided by USDA and NRCS.

FT. LYON WATER CERTIFICATE



WATER SUMMARY

Gill Farm (Tract 5)

The Gill Farm shown on **Figure 2** (in the previous assessment report referred to as Farm 4) is irrigated from 288 shares of FLCC stock (Certificate No. 10770). This farm is in the SE ¼ of Section 6 and the E ½ of Section 7, Township 22 South, Range 48 West of the 6th P.M. in Bent County. The description of the farm location as currently mapped in **Figure 2** is accurately reflected on the FLCC stock certificate.

Certificate No.	No. of Shares	Legal Description On Certificate
10770	288	E ½ 7 22 48 and SE ¼ south of Fort Lyon Canal 6-22-48

Based on aerial 2023 aerial photography (background for **Figure 2**) 3 center pivots have been installed on the farm. HWE has included the latest parcel information developed by the Division Engineer's Office (DEO) that identifies the Parcel Identification Number (Parcel Id. No.) for each parcel and the irrigation type (sprinkler, flood, or dry). The DEO has identified 320.25 acres irrigated by sprinklers, 50.24 acres flood irrigated, and 11.34 acres considered dry for a total of 381.83 acres on the farm.

Since the use of sprinklers results in a change of the efficiency of the Fort Lyon Canal water delivered to the farm, this farm must be included in a plan pursuant to Rule 10 of the Compact Rules Governing Improvements to Surface Water Irrigation Systems in the Arkansas River Basin in Colorado (Irrigation Improvement Rules). This farm is currently enrolled in such a plan under the Lower Arkansas Valley Water Conservancy District's (LAVWCD) Fort Lyon plan. There are no Lower Arkansas Water Management Association (LAWMA) structures located on this farm within LAWMA's Rule 14 or Augmentation Plans.

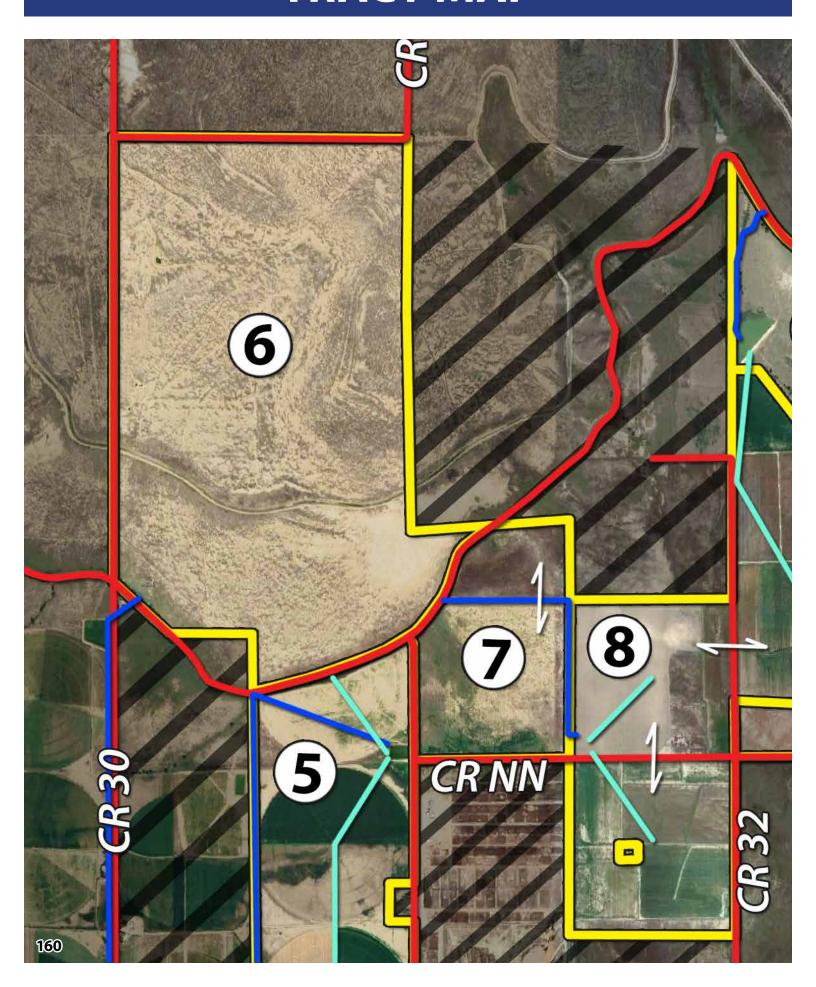
The average farm headgate deliveries in acre-feet by month and annually for the Gill Farm's 288 FLCC shares are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1.8	5.2	21.2	41.0	59.2	80.9	66.9	55.0	29.1	28.6	23.1	2.2	414.1

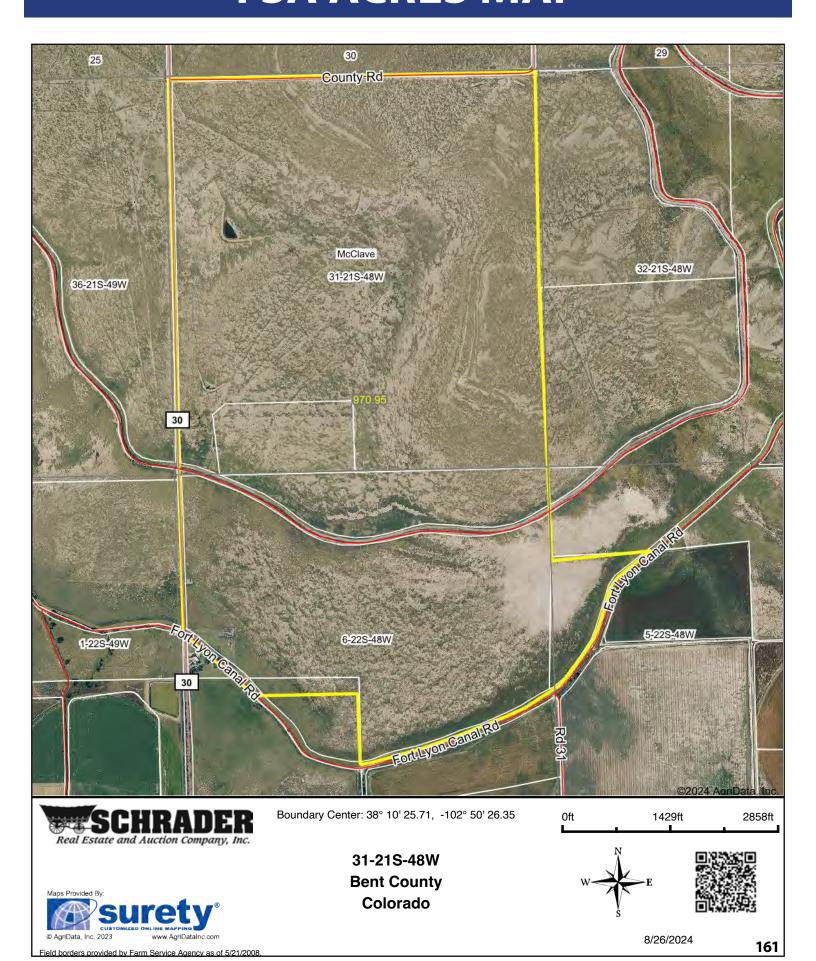
The average annual farm headgate delivery equates to 1.44 acre-feet per share (414.1 acre-feet / 288 FLCC Shares).

TRACT 6

TRACT MAP



FSA ACRES MAP

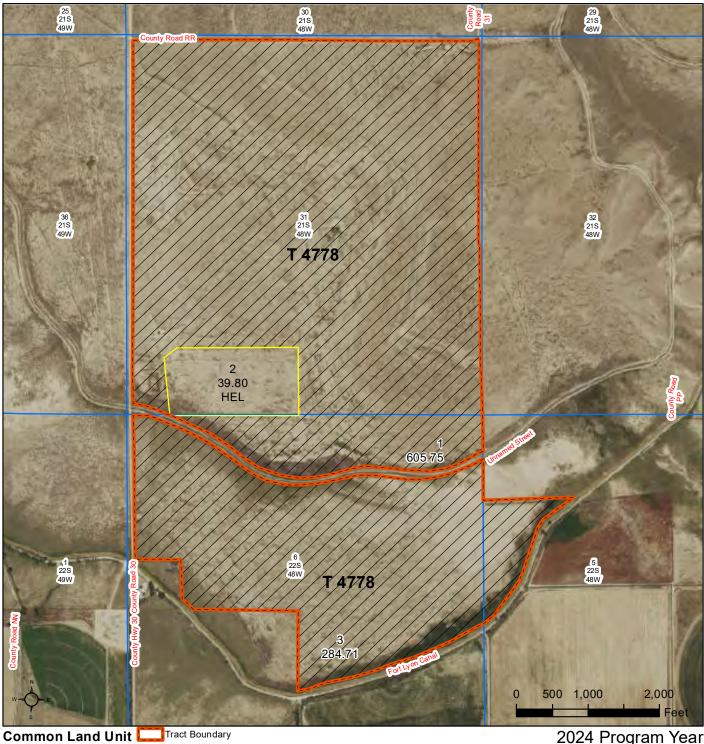


FSA MAP



United States Department of Agriculture

Bent County, Colorado



Non-cropland Cropland

2024 Program Year

Map Created March 11, 2024

Farm **2227** Tract **4778**

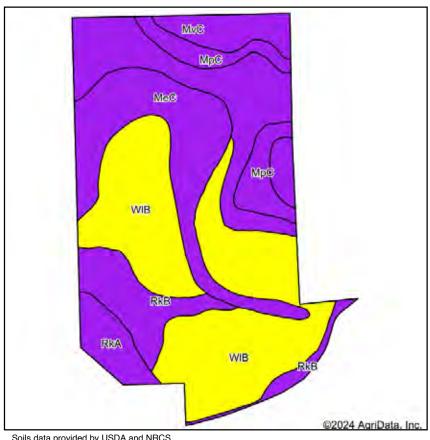
Wetland Determination Identifiers

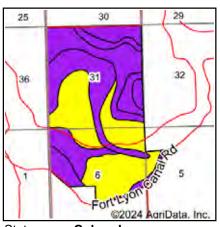
- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 39.80 acres

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SOIL MAP





State: Colorado County: **Bent** Location: 5-22S-48W Township: **McClave** Acres: 970.95 Date: 7/19/2024







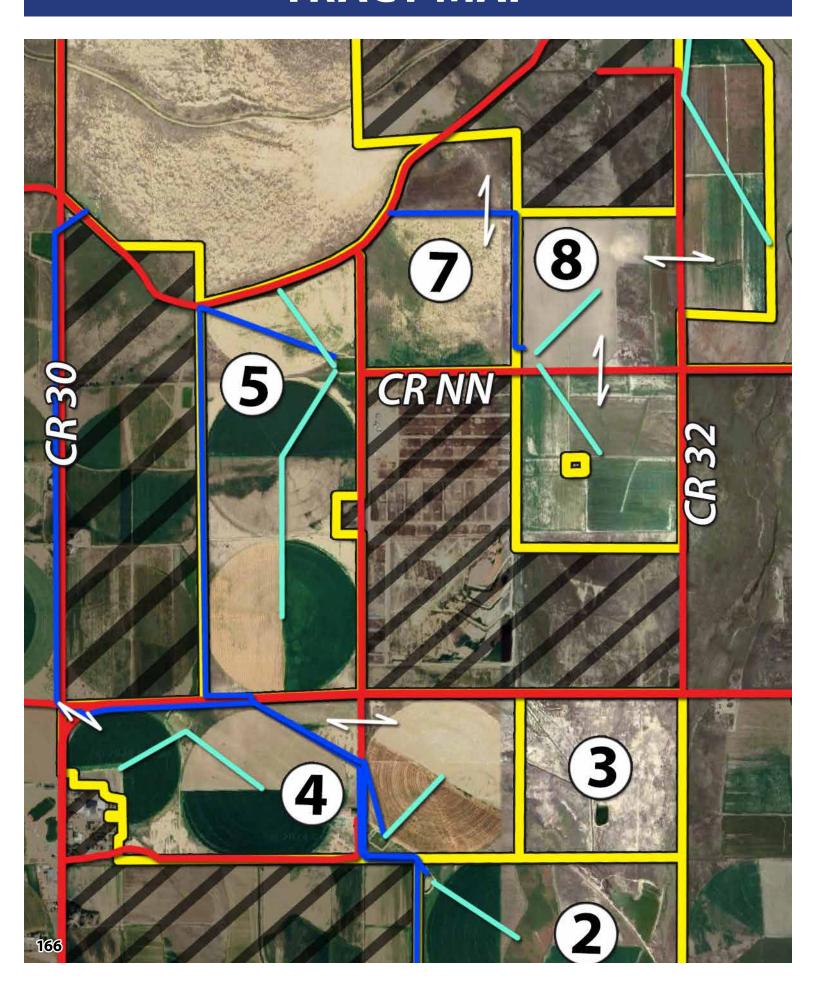
Soils data provided	by USDA and	NRCS.

Solis	lata provided by US	DA and Ni	RUS.							•			8
Area S	area Symbol: CO011, Soil Area Version: 20												
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Cantaloupe Irrigated Crates	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Onions Irrigated Sacks	Soybeans Irrigated Bu	Wheat Irrigated Bu
WIB	Wilid silt loam, 0 to 3 percent slopes	384.78	39.5%		IVc	IIIe							
MvC	Manvel silt loam, 2 to 6 percent slopes	213.30	22.0%		Vle	Vle							
MeC	Minnequa loam, 1 to 5 percent slopes	173.33	17.9%		VIc	IVs							
RkB	Rocky Ford loam, wet, 1 to 3 percent slopes	90.32	9.3%		VIw	llw	4	500	110	70	17	35	55
МрС	Penrose- Minnequa complex, 1 to 15 percent slopes	66.60	6.9%		VIs	Vs							
RkA	Rocky Ford clay loam, wet, 0 to 1 percent slopes	42.62	4.4%		VIw	llw	4	500	110	70	17	35	55
			Weighte	d Average	5.21	3.84	0.5	68.5	15.1	9.6	2.3	4.8	7.5

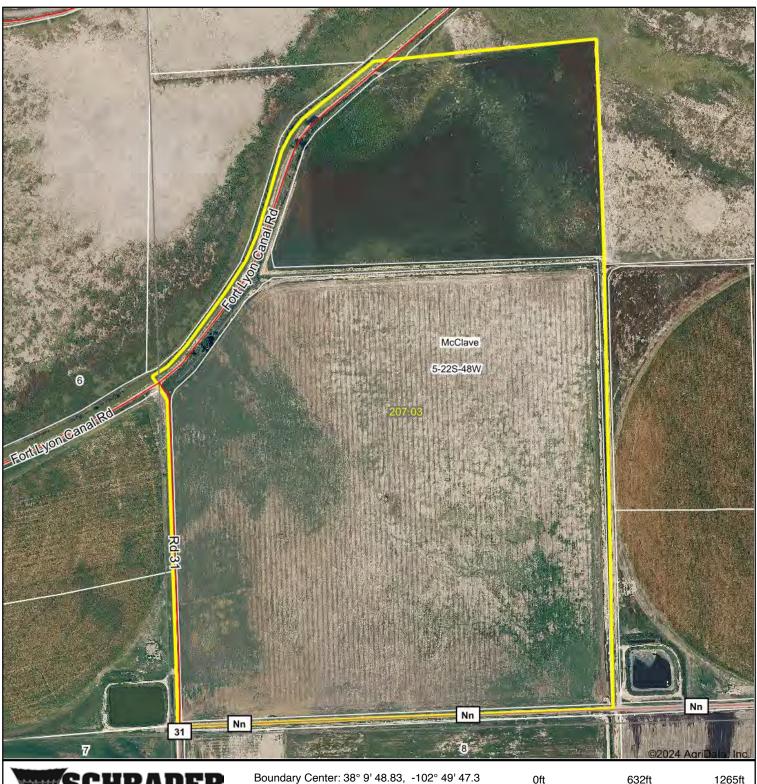
163 Soils data provided by USDA and NRCS.

TRACT 7

TRACT MAP



FSA ACRES MAP





Boundary Center: 38° 9' 48.83, -102° 49' 47.3



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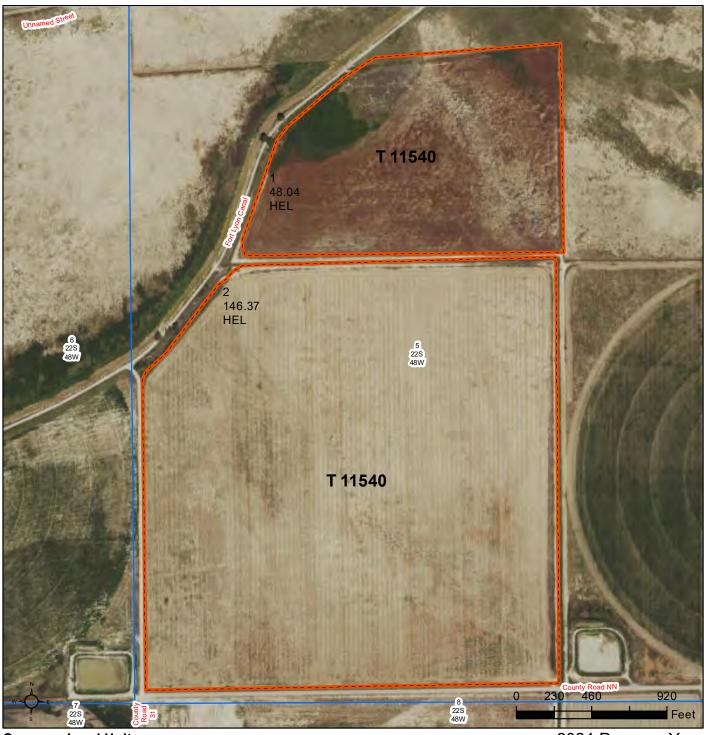
5-22S-48W **Bent County** Colorado

8/26/2024

FSA MAP



Prowers County, Colorado



Common Land Unit

Cropland
Tract Boundary

2024 Program Year
Map Created March 11, 2024

Farm **4963** Tract **11540**

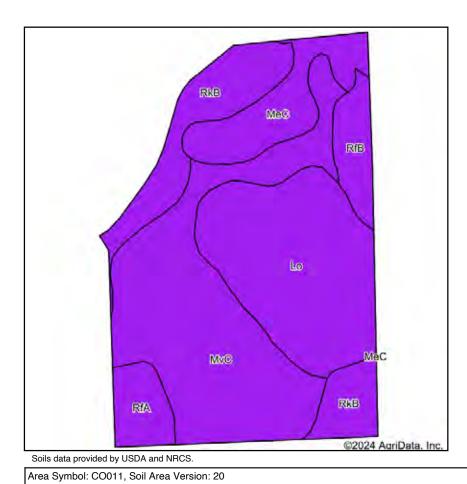
Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 194.41 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA gorams. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

SOIL MAP



Weighted Average

6.00

3.93

1.8

31 32 33 Pp 4 AgriData. Inc.

State: Colorado
County: Bent
Location: 5-22S-48W
Township: McClave
Acres: 207.01

Date:



7/19/2024





9.6

25.5

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non- Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Barley Irrigated Bu	Cantaloupe Irrigated Crates	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Grass hay Irrigated Tons	Onions Irrigated Sacks	Soybeans Irrigated Bu	Wheat Irrigated Bu
MvC	Manvel silt loam, 2 to 6 percent slopes	77.58	37.4%		Vle	Vle									
Lo	Limon clay, alkali	57.72	27.9%		VIs	Ille	2.5	45		80	50	2.5			35
RkB	Rocky Ford loam, wet, 1 to 3 percent slopes	31.44	15.2%		VIw	llw	4		500	110	70		17	35	55
MeC	Minnequa loam, 1 to 5 percent slopes	20.64	10.0%		VIc	IVs									
RfB	Rocky Ford clay loam, 1 to 3 percent slopes	9.94	4.8%		Vle	lle	5.5		735	170	85		21	45	75
RfA	Rocky Ford clay loam, 0 to 1 percent slopes	9.69	4.7%		VIc	I	6		735	180	100		21	45	80

12.5

145.6

55.6

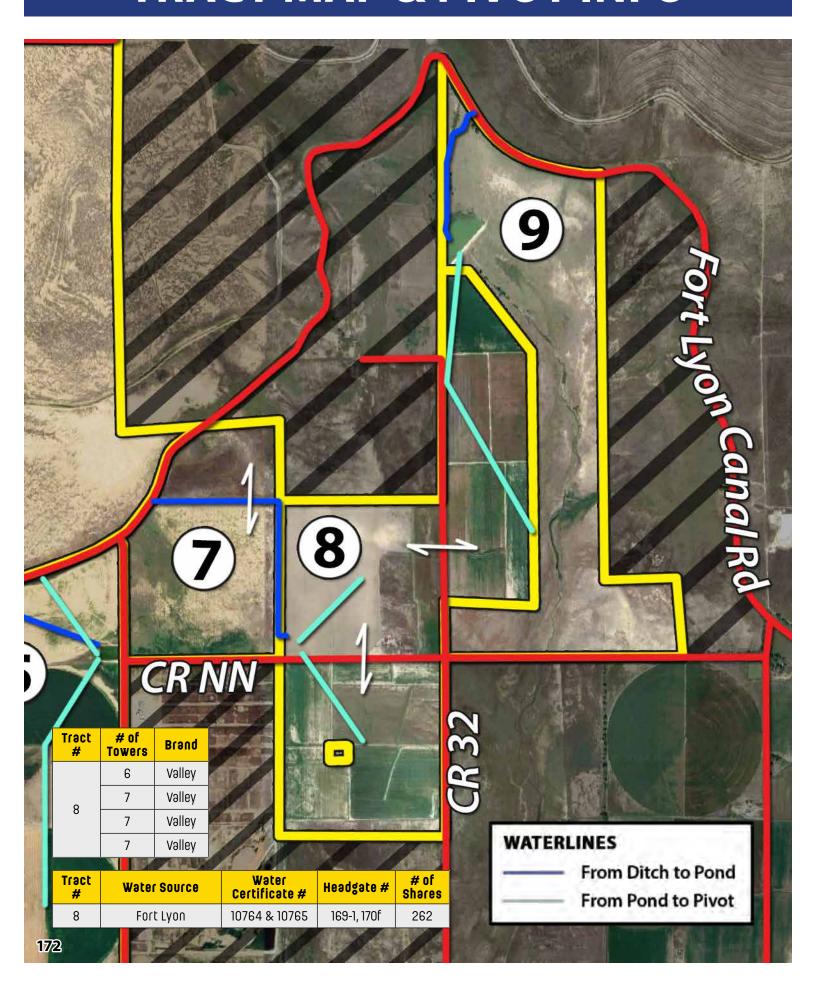
33.3

0.7

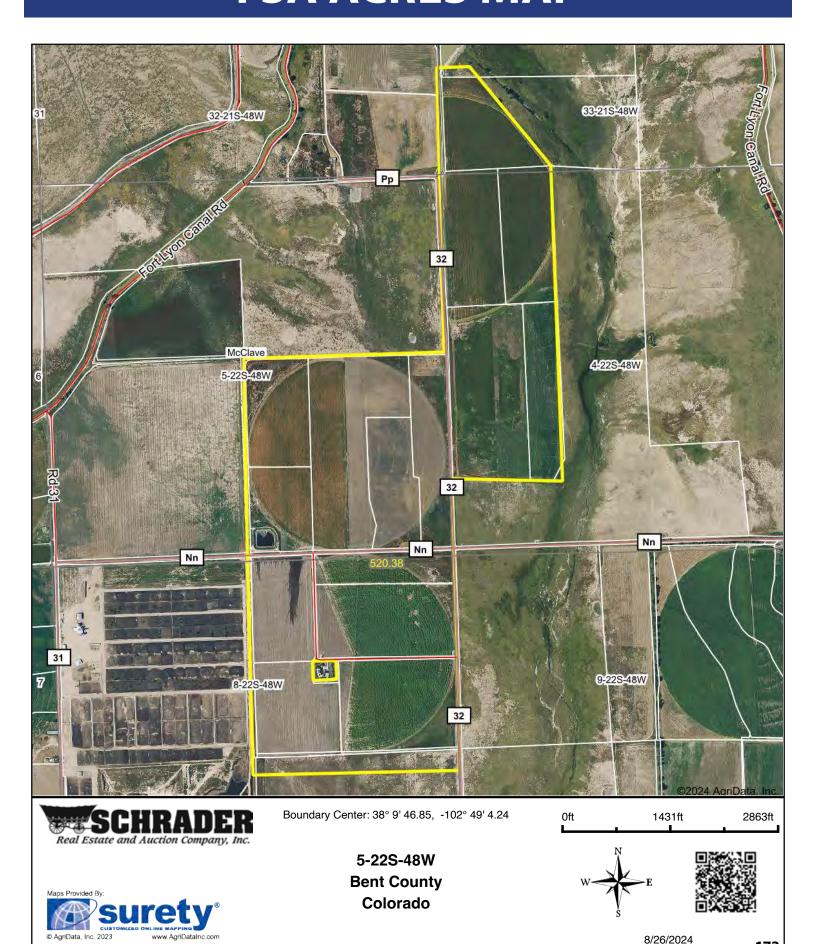
4.6

TRACT 8

TRACT MAP & PIVOT INFO



FSA ACRES MAP

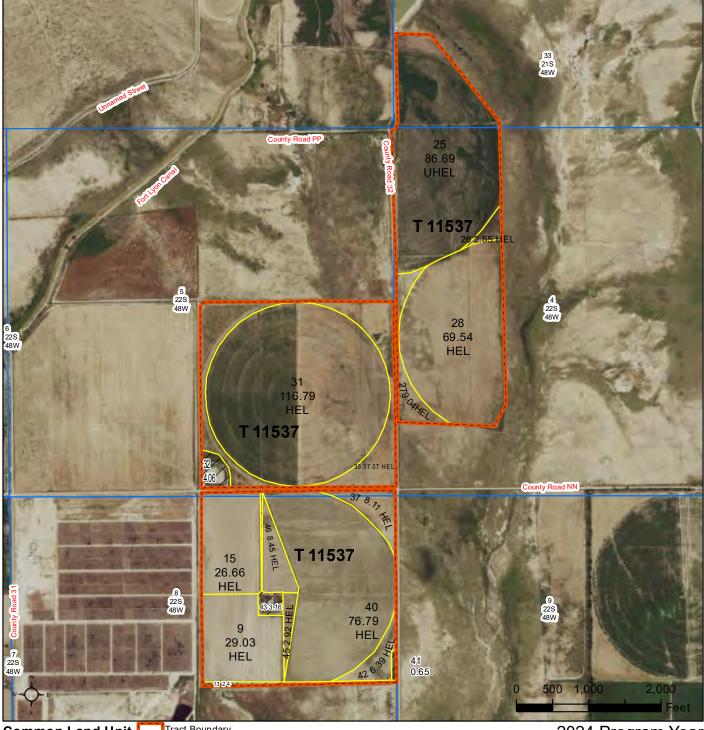


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FSA MAP



Prowers County, Colorado



Common Land Unit

Tract Boundary

Non-cropland Cropland

Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Exempt from Conservation **Compliance Provisions**

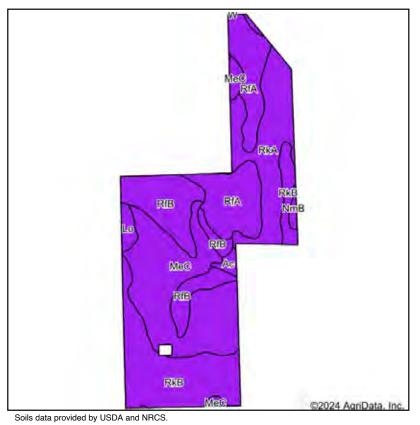
Tract Cropland Total: 480.03 acres

2024 Program Year
Map Created March 11, 2024

Farm **4959** Tract 11537

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA 174 ograms. Weltand identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

SOIL MAP





State: Colorado
County: Bent
Location: 8-22S-48W
Township: McClave
Acres: 520.38

Date:





7/19/2024



Area S	Symbol: CO011,	Soil Area	a Version:	20										
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non- Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Barley Irrigated Bu	Cantaloupe Irrigated Crates	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Onions Irrigated Sacks	Soybeans Irrigated Bu	Wheat Irrigated Bu
MeC	Minnequa loam, 1 to 5 percent slopes	142.98	27.4%		VIc	IVs								
RkB	Rocky Ford loam, wet, 1 to 3 percent slopes	110.89	21.3%		VIw	llw	4		500	110	70	17	35	55
RfA	Rocky Ford clay loam, 0 to 1 percent slopes	91.57	17.6%		Vlc	ļ	6		735	180	100	21	45	80
RkA	Rocky Ford clay loam, wet, 0 to 1 percent slopes	83.54	16.1%		Vlw	llw	4		500	110	70	17	35	55
RfB	Rocky Ford clay loam, 1 to 3 percent slopes	75.86	14.6%		Vle	lle	5.5		735	170	85	21	45	75
Lo	Limon clay, alkali	7.66	1.5%		VIs	Ille	2.5	45		80	50			35
Ac	Apishapa clay loam, 0 to 2 percent slopes, occasionally flooded	4.60	0.9%		VIc	IIIe								
NmB	Numa clay loam, 1 to 3 percent slopes	3.28	0.6%		VIc	lle								
		•	Weighted	d Average	6.00	2.40	3.4	0.7	423.3	98.7	56.9	13.1	27.6	46.1

FT. LYON WATER CERTIFICATES



FT. LYON WATER CERTIFICATES



WATER SUMMARY

Sneed, Boetcher, and Peterson Farms (Tract 8)

The Sneed, Boetcher, and Peterson Farms are shown on **Figure 5** (in the previous assessment report referred to as Farms 1, 2, and 3) is irrigated from 262 shares of FLCC stock (Certificate Nos. 10764 and 10765). These farms are generally located in the W ½ of Section 4, SE ¼ of Section 5, and NE ¼ of Section 8, Township 22 South, Range 48 West and the W ½ of Section 33 Township 21 South, Range 48 West of the 6th P.M that is under the Fort Lyon Canal in Bent County. The description of all three farm locations as currently mapped in **Figure 5** are accurately reflected on the FLCC stock certificates with Certificate Nos. 10764 and 10765.

Certificate No.	No. of Shares	Legal Description On Certificate						
10764	96	33-21-48 all west of Graveyard Creek, 4-22-48 all west of Graveyard Creek, SE 1/4 5-22-48 and NE 1/4 8-22-48						
10765	166	33-21-48 all west of Graveyard Creek, 4-22-48 all west of Graveyard Creek, SE 1/4 5-22-48 and NE ½ 8-22-48						

Based on aerial 2023 aerial photography (background for **Figure 5**) 2 center pivots have been installed on the Sneed Farm, 1 center pivot has been installed on the Boetcher Farm, and 1 center pivot has been installed on the Peterson Farm for a total of 4 center pivots across the farms. HWE has included the latest parcel information developed by the DEO that identifies the Parcel Id. No. for each parcel and the irrigation type (sprinkler or dry). The DEO has identified on the Sneed Farm 142.54 acres irrigated by sprinklers and 24.95 acres considered dry for a total of 167.49 acres on the farm. The DEO has identified on the Boetcher Farm 117.63 acres irrigated by sprinklers, 31.12 acres irrigated by flood, and 6.23 acres considered dry for a total of 154.98 acres on the farm. The DEO has identified on the Peterson Farm 73.43 acres irrigated by sprinklers, 80.22 acres irrigated by flood, and 3.78 acres considered dry for a total of 157.43 acres on the farm. Since the use of sprinklers results in a change of the efficiency of the Fort Lyon Canal water delivered to the farm, this farm must be included in an Irrigation Improvement Rules plan. This farm is currently enrolled in such a plan under the LAVWCD's Fort Lyon plan.

There are 7 LAWMA structures located on this series of farms and all 7 are within LAWMA's Augmentation Plan. These wells are considered deep aquifer wells that were drilled for use at the Beef City feedlot. Lagged stream depletions from these wells are currently small and must be augmented with LAWMA Preferred shares. The 7 LAWMA structures were added to LAWMA's Augmentation Plan in Case No. 02CW181. The following is information from LAWMA on the 7 structures:

WATER SUMMARY

Page 6 of 15

WDID No.	Description	LAWMA Plan	LAWMA Common Stock	LAWMA Preferred Stock		
6706398	Beef City Cheyenne Well No 2	Augmentation Plan	0	0		
6706399	Beef City Dakota Well No 5	Augmentation Plan	0	0		
6706400	Beef City Dakota Well No 3	Augmentation Plan	0	0		
6706401	Beef City Dakota Well No 4	Augmentation Plan	0	0		
6706402	Beef City Cheyenne Well No 1	Augmentation Plan	0	1		
6706403	Beef City Dakota Well No 2	Augmentation Plan	0	0		
6706404	Beef City Dakota Well No 1	Augmentation Plan	0	0		

The 1 LAWMA Preferred share has been placed on just one well but is used to cover the depletions from all 7 wells. These shares are included in as part of LAWMA preferred stock Certificate No. P831.

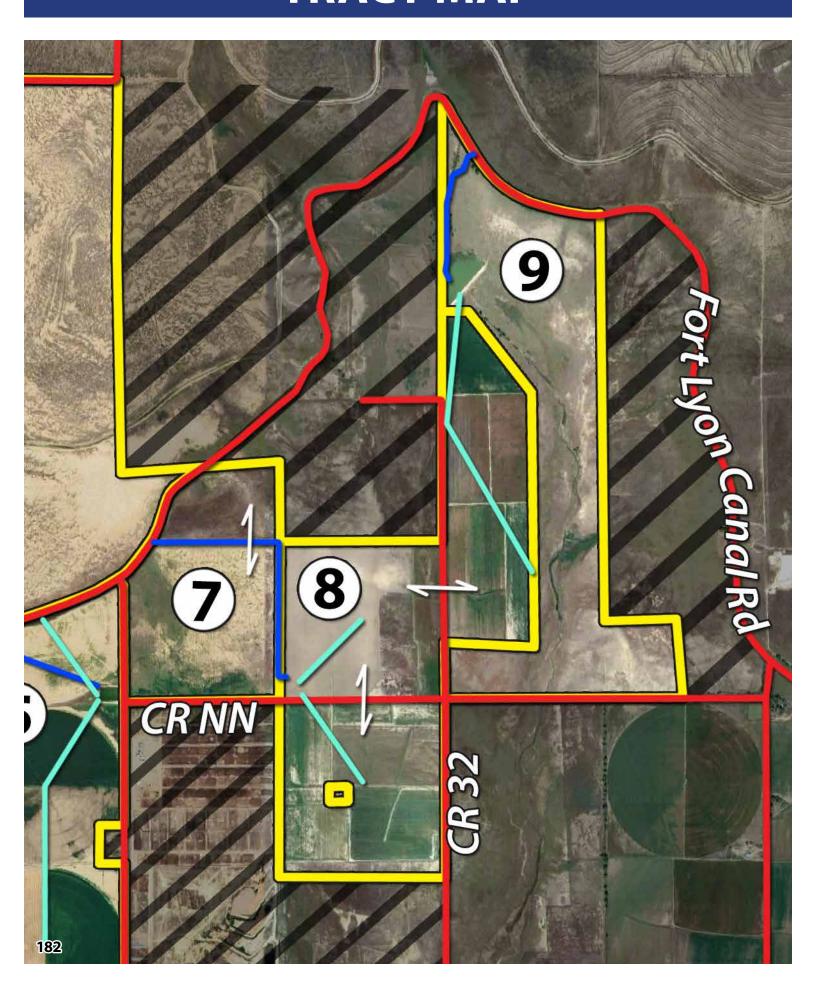
The average farm headgate deliveries in acre-feet by month and annually for the Sneed, Boetcher, and Peterson Farms' 262 FLCC shares are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1.6	4.7	19.3	37.3	53.9	73.6	60.9	50.0	26.5	26.0	21.0	2.0	376.8

The average annual farm headgate delivery equates to 1.44 acre-feet per share (376.8 acre-feet / 262 FLCC Shares).

TRACT 9

TRACT MAP



FSA ACRES MAP





Boundary Center: 38° 10' 18.8, -102° 48' 32.15



4-22S-48W **Bent County** Colorado

8/26/2024

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FSA MAP



United States Department of Agriculture

Bent County, Colorado



Common Land Unit

Non-cropland
Tract Boundary

2024 Program Year

Map Created March 11, 2024

Farm **2227**Tract **4175**

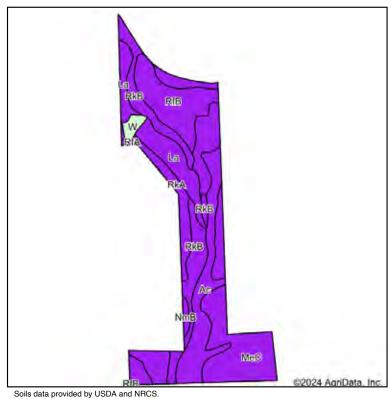
Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 0.00 acres

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SOIL MAP



34 3 @2024 AgriData. The

State: Colorado County: **Bent** Location: 5-22S-48W Township: McClave Acres: 381.62 Date: 7/19/2024







Area Symbol: CO011,	Soil Area	Vers

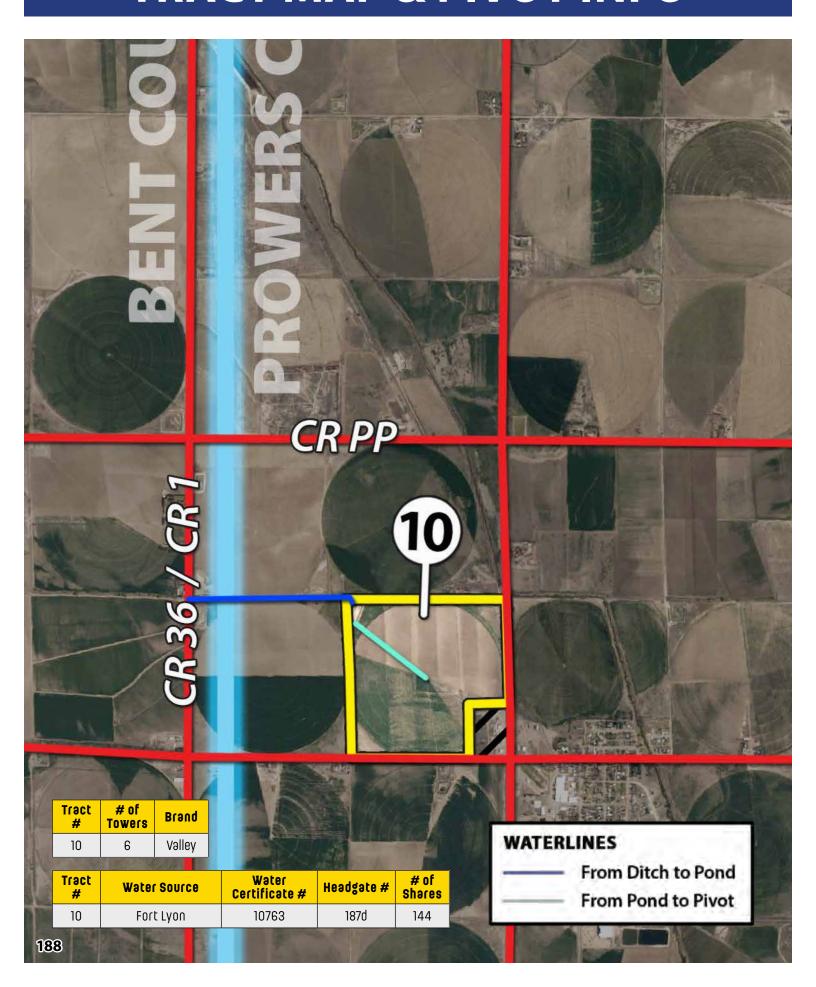
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Cantaloupe Irrigated Crates	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Onions Irrigated Sacks	Soybeans Irrigated Bu	Wheat Irrigated Bu
MeC	Minnequa loam, 1 to 5 percent slopes	103.57	27.2%		VIc	IVs							
RkB	Rocky Ford loam, wet, 1 to 3 percent slopes	66.56	17.4%		VIw	llw	4	500	110	70	17	35	55
Ac	Apishapa clay loam, 0 to 2 percent slopes, occasionally flooded	65.79	17.2%		VIc	IIIe							
RfB	Rocky Ford clay loam, 1 to 3 percent slopes	53.82	14.1%		Vle	lle	5.5	735	170	85	21	45	75
La	Las clay loam, loamy substratum, 0 to 1 percent slopes, occasionally flooded	44.16	11.6%		Vic	Ille							
RkA	Rocky Ford clay loam, wet, 0 to 1 percent slopes	37.14	9.7%		Vlw	llw	4	500	110	70	17	35	55
W	Water	6.31	1.7%										
NmB	Numa clay loam, 1 to 3 percent slopes	3.40	0.9%		VIc	lle							
RfA	Rocky Ford clay loam, 0 to 1 percent slopes	0.87	0.2%		VIc	I	6	735	180	100	21	45	80
	I.	1	Weighte	d Average	*-	*-	1.9	241.2	54.3	31.2	7.6	16	25.7

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

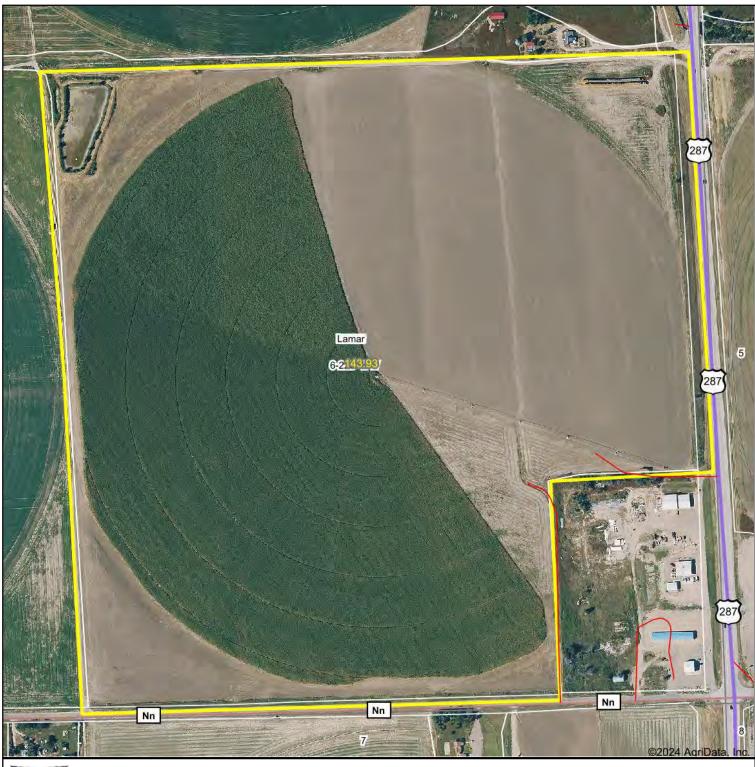
^{*-} Irr Class weighted average cannot be calculated on the current soils data due to missing data.

TRACT 10

TRACT MAP & PIVOT INFO



FSA ACRES MAP





Boundary Center: 38° 9' 40.82, -102° 43' 42.96

Oft





6-22S-47W **Prowers County** Colorado





8/26/2024

437ft

189

FSA MAP



Prowers County, Colorado



Common Land Unit Tract Boundary

Non-cropland Cropland

2024 Program Year Map Created March 11, 2024

> Farm **4689** Tract 29

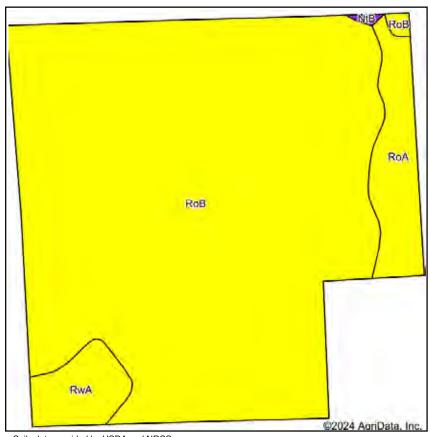
Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 136.09 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA 190 orans. Weltand identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

SOIL MAP





State: Colorado County: Bent

Location: 11-22S-48W
Township: McClave
Acres: 143.93
Date: 7/19/2024







Area S	Symbol: CO099, Soil Area Ve	rsion: 23								
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Wheat Irrigated Bu
RoB	Rocky Ford clay loam, 1 to 3 percent slopes	127.81	88.8%		IVc	IIIe	5.5	175	95	75
RoA	Rocky Ford clay loam, 0 to 1 percent slopes	9.83	6.8%		IVc	IIIe	6	180	100	75
RwA	Rocky Ford clay loam, wet, 0 to 1 percent slopes	6.05	4.2%		IVw	IIIw	4	110	70	55
NtB	Numa clay loam, 1 to 3 percent slopes	0.24	0.2%		VIc	lle				
	Weighted Average						5.5	172.3	94.1	74

Soils data provided by USDA and NRCS.

FT. LYON WATER CERTIFICATES



WATER SUMMARY

Wobor Farm (Tract 10)

The Weber Farm shown on **Figure 7** (in the previous assessment report referred to as Farm 12) is irrigated from 144 shares of FLCC stock (Certificate No. 10763). This farm is in the SE ¼ of Section 6, Township 22 South, Range 47 West of the 6th P.M. in Prowers County. The description of the farm location as currently mapped in **Figure 7** is accurately reflected on the FLCC stock certificate.

Certificate No.	No. of Shares	Legal Description On Certificate
10763	144	SE 1/4 6-22-47

Based on aerial 2023 aerial photography (background for **Figure 7**) 1 center pivot has been installed on the farm. HWE has included the latest parcel information developed by the DEO that identifies the Parcel Id. No. for each parcel and the irrigation type (sprinkler, flood, or dry). The DEO has identified 104.22 acres irrigated by sprinklers, 31.43 acres flood irrigated, and 2.50 acres considered dry for a total of 138.15 acres on the farm.

Page 7 of 15

Since the use of a sprinkler results in a change of the efficiency of the Fort Lyon Canal water delivered to the farm, this farm must be included in an Irrigation Improvement Rules plan. This farm is currently enrolled in such a plan under the LAVWCD's Fort Lyon plan. There are no LAWMA structures located on this farm within LAWMA's Rule 14 or Augmentation Plans.

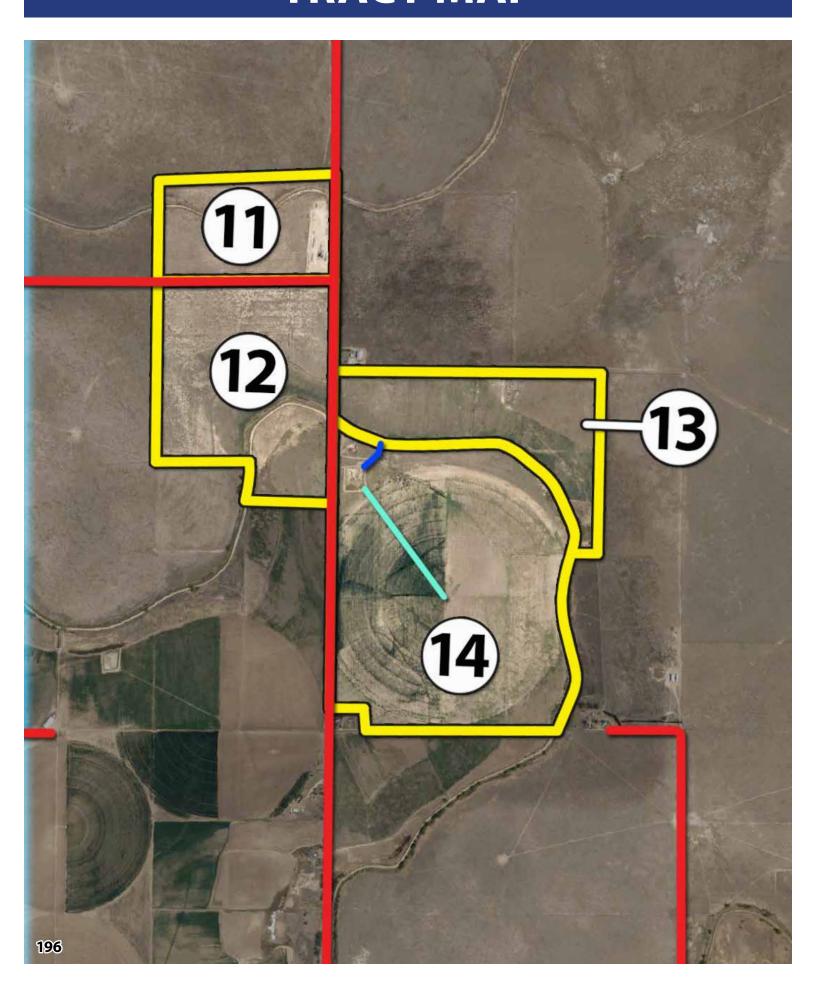
The average farm headgate deliveries in acre-feet by month and annually for the Weber Farm's 144 FLCC shares are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
0.9	2.6	10.6	20.5	29.6	40.5	33.4	27.5	14.6	14.3	11.5	1.1	207.1

The average annual farm headgate delivery equates to 1.44 acre-feet per share (207.1 acrefeet / 144 FLCC Shares).

TRACT 11

TRACT MAP



FSA ACRES MAP





Boundary Center: 38° 14' 12.56, -102° 43' 42.92

7-21S-47W **Prowers County** Colorado





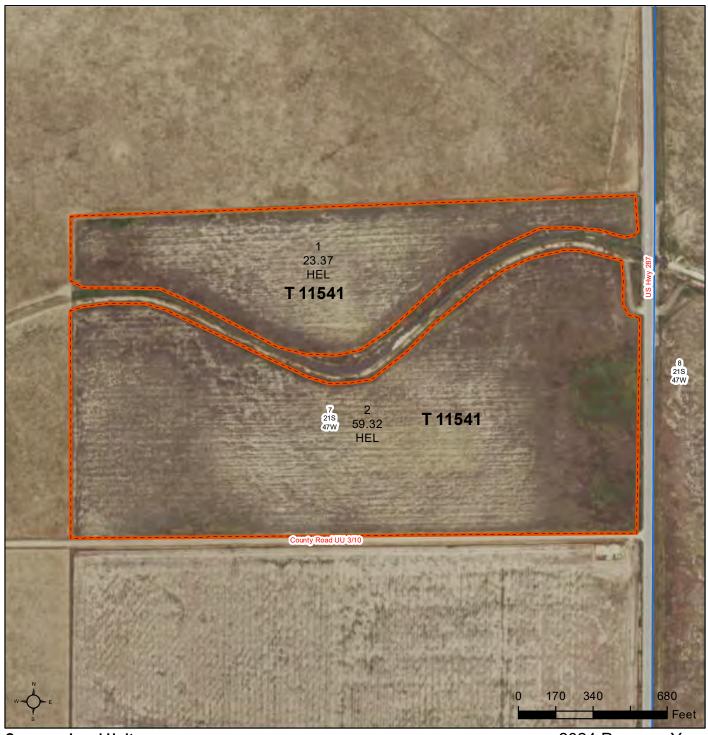
8/26/2024

197

FSA MAP



Prowers County, Colorado



Common Land Unit

Cropland
Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

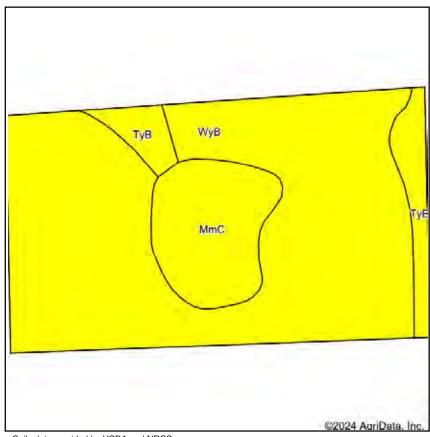
2024 Program Year
Map Created March 11, 2024

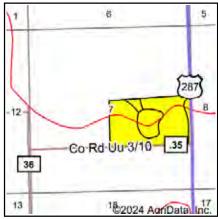
Farm **4963** Tract **11541**

Tract Cropland Total: 82.69 acres

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SOIL MAP





State: Colorado
County: Prowers
Location: 32-21S-47W
Township: Lamar
Acres: 92.97

Date:





7/19/2024



Soils data provided by USDA and NRCS.

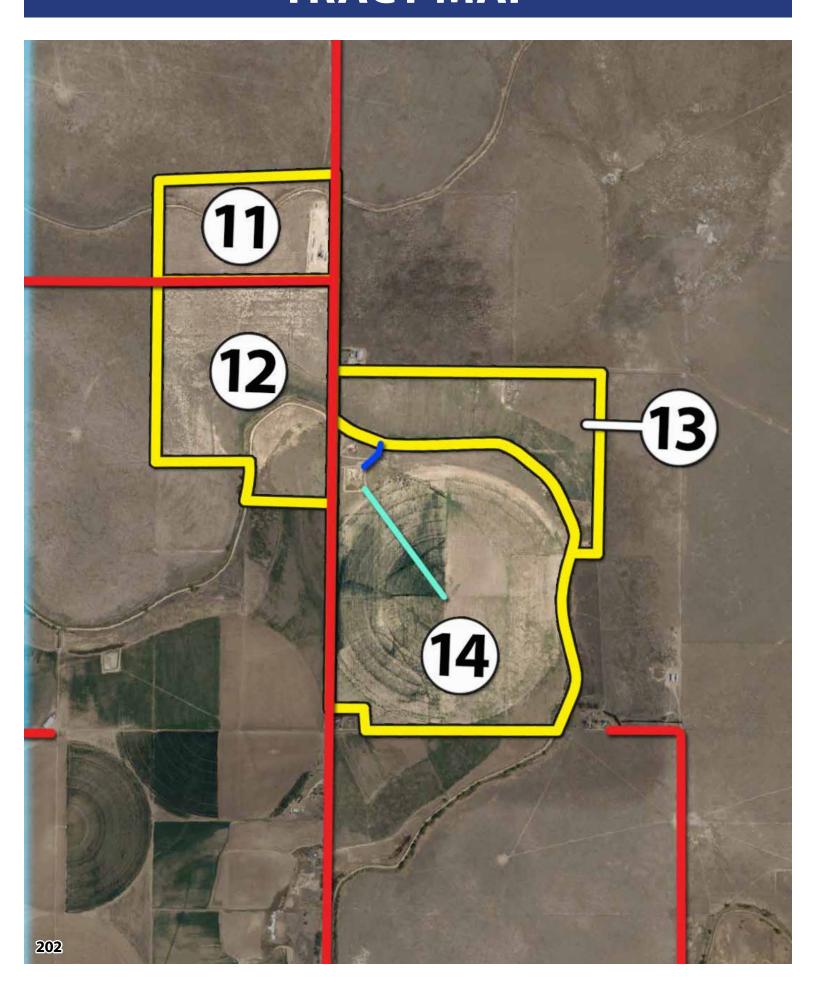
Area S	rea Symbol: CO099, Soil Area Version: 23											
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Barley Bu	Grain sorghum Bu	Wheat Bu			
WyB	Wilid silt loam, 0 to 3 percent slopes	71.61	77.0%		IVc	IIIe						
	Manvel and Minnequa loams, 1 to 5 percent slopes	13.77	14.8%		IVc							
ТуВ	Tyrone loam, 0 to 3 percent slopes	7.59	8.2%		IVc		35	35	40			
		4.00	*-	2.9	2.9	3.3						

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

199

TRACT 12

TRACT MAP



FSA ACRES MAP





Boundary Center: 38° 13' 48.49, -102° 43' 43.04

18-21S-47W **Prowers County** Colorado



Oft



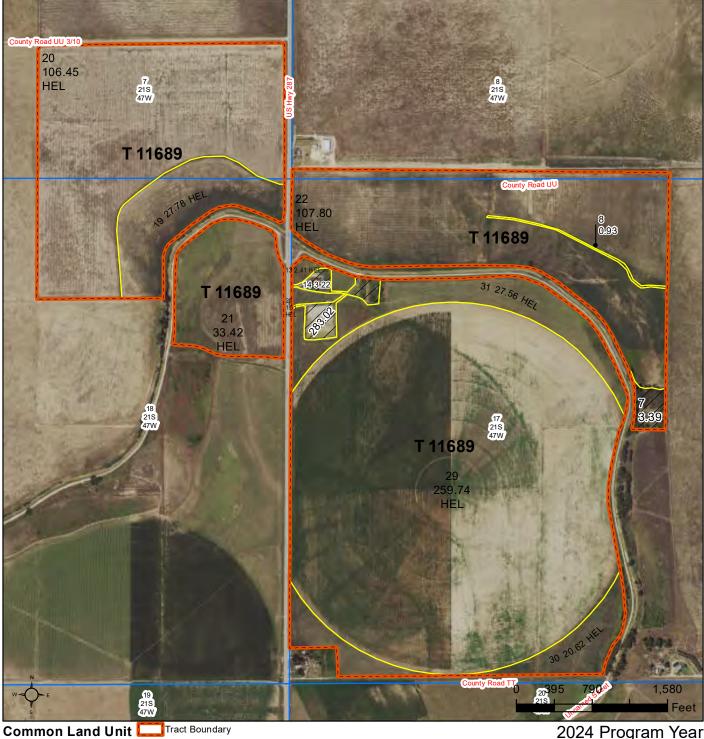
8/26/2024

1071ft

FSA MAP



Prowers County, Colorado



Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Non-cropland Cropland

Exempt from Conservation **Compliance Provisions**

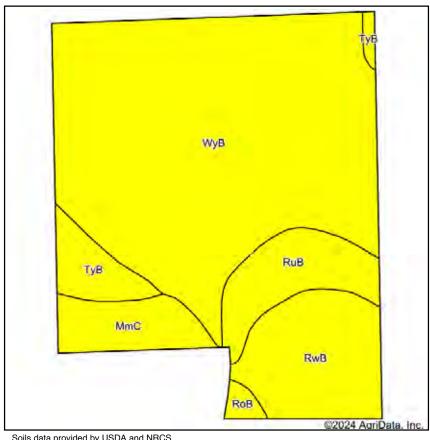
Tract Cropland Total: 587.29 acres

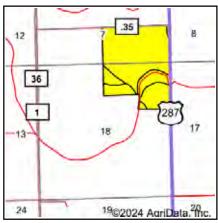
2024 Program Year Map Created March 11, 2024

> Farm **5034** Tract 11689

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SOIL MAP





Colorado State: County: **Prowers** Location: 32-21S-47W Township: Lamar

Acres: 180.72 Date: 7/19/2024







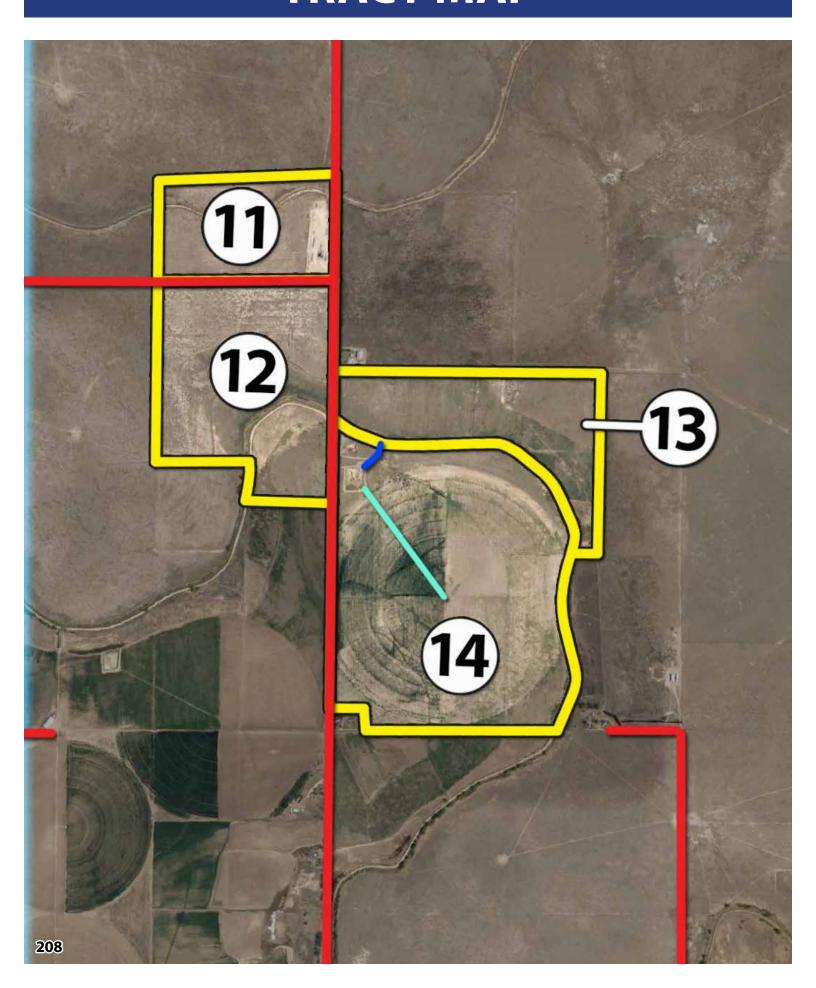
Soils data provided by USDA and NRCS.

Area S	Symbol: CO099, Soil	Area Vei	rsion: 23										
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Barley Bu	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Grain sorghum Bu	Wheat Bu	Wheat Irrigated Bu
WyB	Wilid silt loam, 0 to 3 percent slopes	118.94	65.8%		IVc	IIIe							
RwB	Rocky Ford clay loam, wet 1 to 3 percent slopes	24.60	13.6%		IVw	IIIw	4		110	70			55
RuB	Rocky Ford clay loam, saline, 1 to 3 percent slopes	15.48	8.6%		IVw	IIIw	3		85	65			40
MmC	Manvel and Minnequa loams, 1 to 5 percent slopes	11.34	6.3%		IVc								
ТуВ	Tyrone loam, 0 to 3 percent slopes	8.70	4.8%		IVc			35			35	40	
RoB	Rocky Ford clay loam, 1 to 3 percent slopes	1.66	0.9%		IVc	Ille	5.5		175	95			75
	Weighted Average				4.00	*-	0.9	1.7	23.9	16	1.7	1.9	11.6

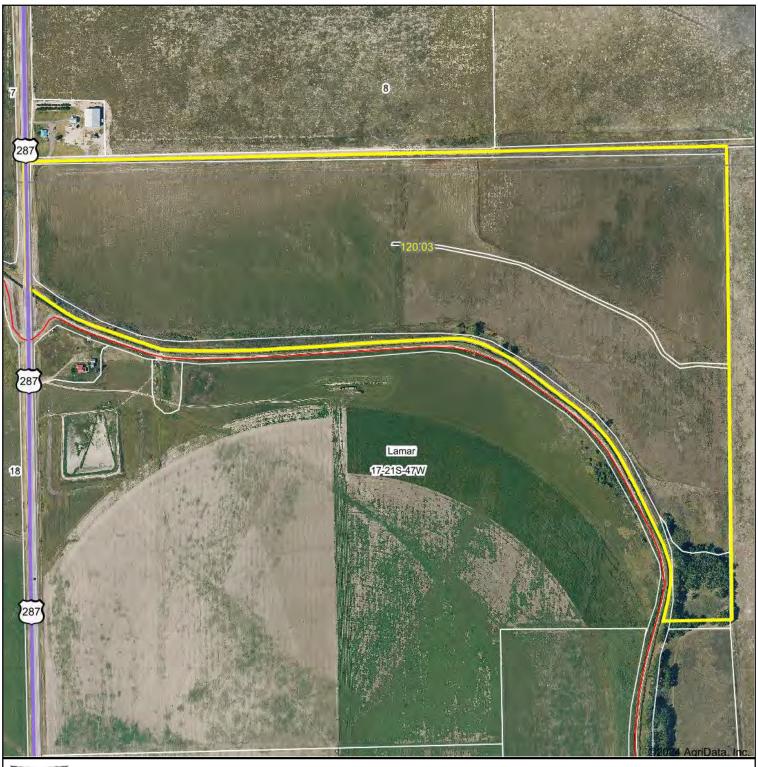
^{*-} Irr Class weighted average cannot be calculated on the current soils data due to missing data.

TRACT 13

TRACT MAP



FSA ACRES MAP





Boundary Center: 38° 13' 38.22, -102° 43' 1.59

17-21S-47W **Prowers County** Colorado





1219ft

209

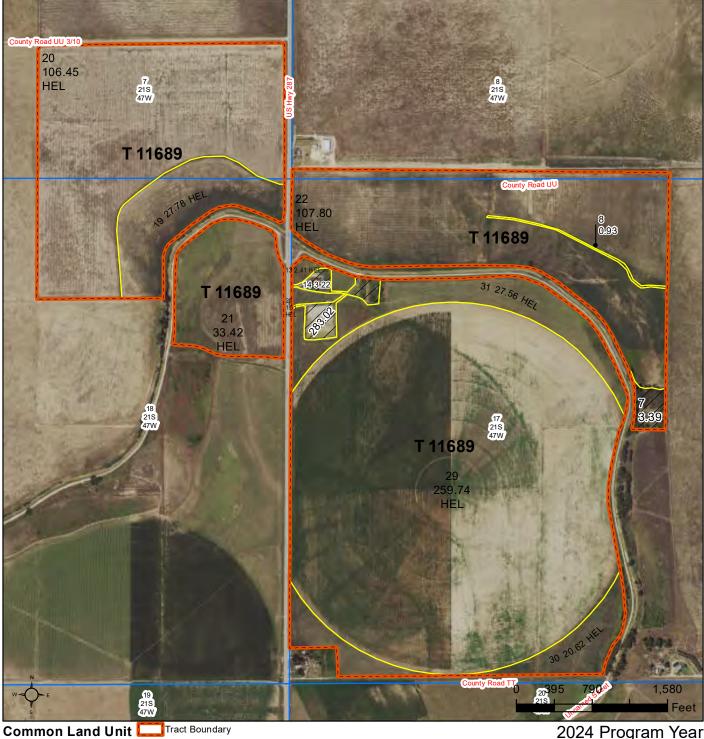
8/26/2024

609ft

FSA MAP



Prowers County, Colorado



Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Non-cropland Cropland

Exempt from Conservation **Compliance Provisions**

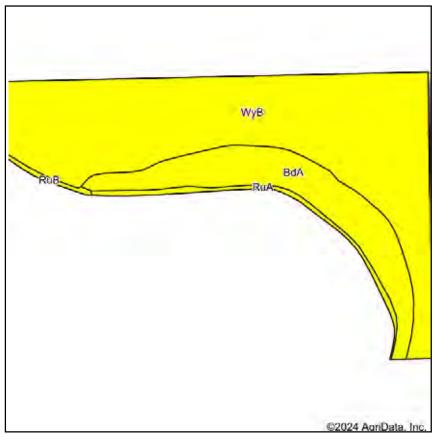
Tract Cropland Total: 587.29 acres

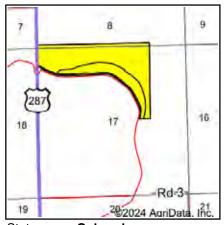
2024 Program Year Map Created March 11, 2024

> Farm **5034** Tract 11689

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SOIL MAP





State: Colorado
County: Prowers
Location: 32-21S-47W
Township: Lamar
Acres: 120.03

Date: 7/19/2024





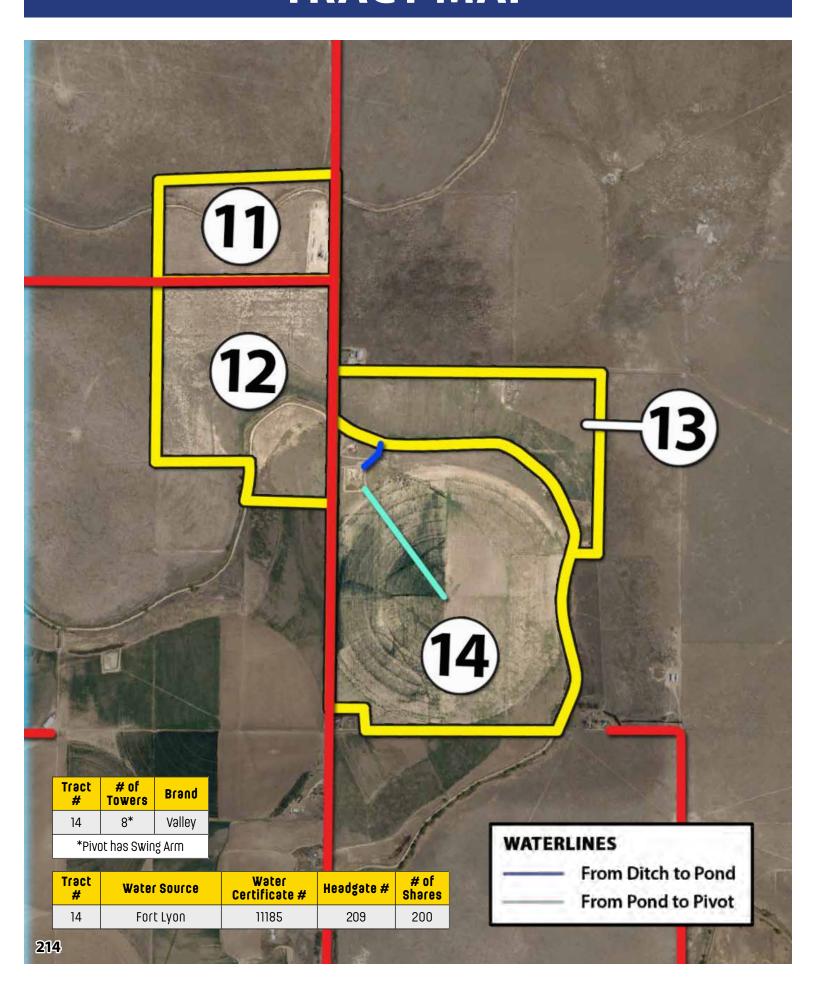


Soils data provided by USDA and NRCS.

Area S	Symbol: CO099, Soil Area Vers	ion: 23								
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Wheat Irrigated Bu
WyB	Wilid silt loam, 0 to 3 percent slopes	88.51	73.8%		IVc	IIIe				
BdA	Bacid silt loam, 0 to 3 percent slopes	27.15	22.6%		IVc	lle				
RuA	Rocky Ford clay loam, saline, 0 to 1 percent slopes	3.49	2.9%		IVw	IIIw	3	85	65	40
RuB	Rocky Ford clay loam, saline, 1 to 3 percent slopes	0.88	0.7%		IVw	IIIw	3	85	65	40
	Weighted Average						0.1	3.1	2.4	1.5

TRACT 14

TRACT MAP



FSA ACRES MAP





Boundary Center: 38° 13' 21.6, -102° 43' 3.86

17-21S-47W **Prowers County** Colorado





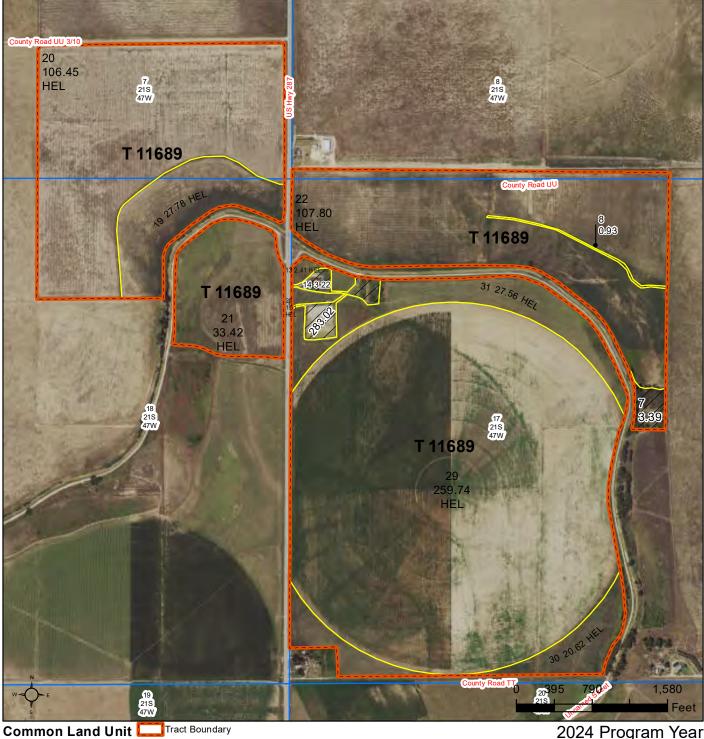
8/26/2024

215

FSA MAP



Prowers County, Colorado



Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Non-cropland Cropland

Exempt from Conservation **Compliance Provisions**

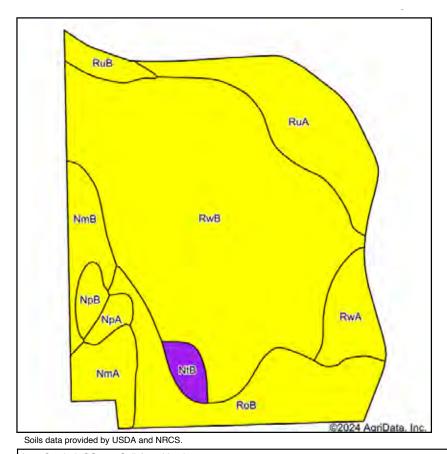
Tract Cropland Total: 587.29 acres

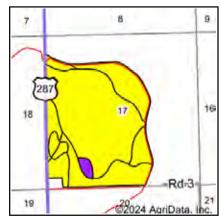
2024 Program Year Map Created March 11, 2024

> Farm **5034** Tract 11689

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SOIL MAP





State: Colorado
County: Prowers
Location: 32-21S-47W

Township: **Lamar**Acres: **336.43**Date: **7/19/2024**







Area S	Symbol: CO099, Soil Ar	ea Versio	n: 23									
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Barley Irrigated Bu	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Wheat Bu	Wheat Irrigated Bu
RwB	Rocky Ford clay loam, wet 1 to 3 percent slopes	183.32	54.6%		IVw	IIIw	4		110	70		55
RoB	Rocky Ford clay loam, 1 to 3 percent slopes	45.74	13.6%		IVc	Ille	5.5		175	95		75
RuA	Rocky Ford clay loam, saline, 0 to 1 percent slopes	42.07	12.5%		IVw	IIIw	3		85	65		40
RwA	Rocky Ford clay loam, wet, 0 to 1 percent slopes	15.62	4.6%		IVw	IIIw	4		110	70		55
NmA	Nepesta clay loam, 0 to 1 percent slopes	14.24	4.2%		IVc	Ille	4.5	55	120	70	20	55
NmB	Nepesta clay loam, 1 to 3 percent slopes	13.92	4.1%		IVc	Ille	4	55	120	65	18	50
RuB	Rocky Ford clay loam, saline, 1 to 3 percent slopes	6.59	2.0%		IVw	IIIw	3		85	65		40
NtB	Numa clay loam, 1 to 3 percent slopes	5.70	1.7%		VIc	lle						
NpB	Nepesta clay loam, saline, 1 to 3 percent slopes	5.14	1.5%		IVw	IVw	3		75	55		40
NpA	Nepesta clay loam, saline, 0 to 1 percent slopes	4.09	1.2%		IVw	IVw	3		75	55		40

Weighted Average

4.03

3.01

4

4.6

113.2

70.9

1.6

FT. LYON WATER CERTIFICATES



FT. LYON WATER CERTIFICATES

For value Received	hereby set	ll, assign and transfe	er to
Shares of the within mention	ned, Stock and	do hereby constit	ute and appoint
Attorney irrevocable for _ to transfer the same on the :			
in the premises. Witness hand	and seal	this	
Witness Present	A. D.		seal

WATER SUMMARY

Wolfert Fann (Tract 14)

The Wollert Farm shown on **Figure 9** (in the previous assessment report referred to as Farm 11) is irrigated from 200 shares of FLCC stock (Certificate No. 11185). This farm is in the SE ¼ of Section 7, W ½ of the E ½ and the W ½ of Section 17, and NE ¼ of Section 18, Township 21 South, Range 47 West of the 6th P.M. in Prowers County. We would like to note that the point identifying the Wollert Farm as provided was not located on the current extent of the farm and instead on the Property Swap area, this has been corrected in **Figure 9** to be located on the Wollert Farm. The description of the farm location as currently mapped in **Figure 9** is accurately reflected on the FLCC stock certificate.

Certificate No.	No. of Shares	Legal Description On Certificate
11185	200	W ½, W ½ NE ¼, SE ¼ West of the Fort Lyon Canal 17-21-47, NW ¼ NE ½ 18-21-47, SE ½ 7-21-47

Based on aerial 2023 aerial photography (background for **Figure 9**) 1 center pivot has been installed on the farm. HWE has included the latest parcel information developed by the DEO that identifies the Parcel Id. No. for each parcel and the irrigation type (sprinkler, flood, or dry). The DEO has identified 259.07 acres irrigated by a sprinkler, 184.58 acres flood irrigated, and 134.39 acres considered dry for a total of 578.04 acres on the farm.

Since the use of a sprinkler results in a change of the efficiency of the Fort Lyon Canal water delivered to the farm, this farm must be included in an Irrigation Improvement Rules plan. This farm is currently enrolled in such a plan under the LAVWCD's Fort Lyon plan. There are no LAWMA structures located on this farm within LAWMA's Rule 14 or Augmentation Plans.

Page 8 of 15

The average farm headgate deliveries in acre-feet by month and annually for the Wollert Farm's 200 FLCC shares are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1.2	3.6	14.7	28.5	41.1	56.2	46.5	38.2	20.2	19.8	16.0	1.5	287.6

The average annual farm headgate delivery equates to 1.44 acre-feet per share (287.6 acre-feet / 200 FLCC Shares).

LEAD BASED PAINT DISCLOSURE

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-6-21) (Mandatory 1-22)

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

LEAD-BASED PAINT DISCLOSURE (Sales)

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

40900 US 287	Wiley	CO	81092
Street Address	City	State	Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty adjusted for inflation for each violation.

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

Lead Warning Statement

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

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

- Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this
 disclosure for not less than three years from the completion date of the sale.
- 2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):

abla	Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
	Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

3. Records and reports available to Seller (check one box below):

abla	Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
	Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazard in the housing (list documents below):

Buyer's Acknowledgment

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

Real Estate Licensee's Acknowledgment

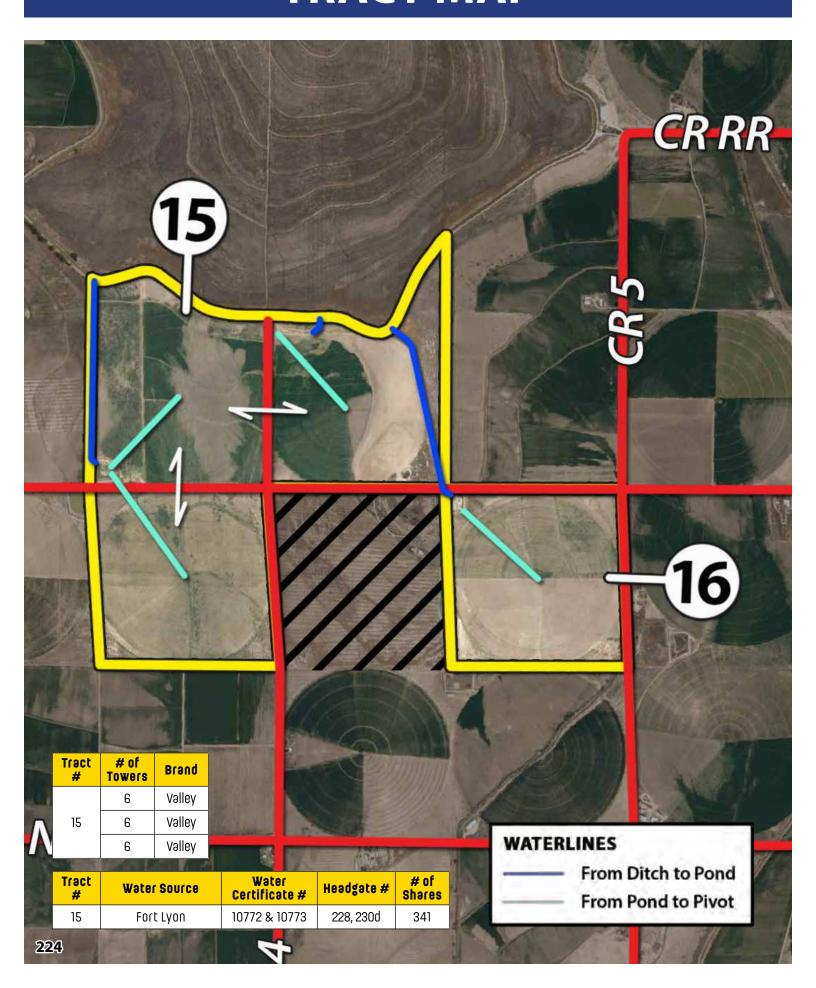
LEAD BASED PAINT DISCLOSURE

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

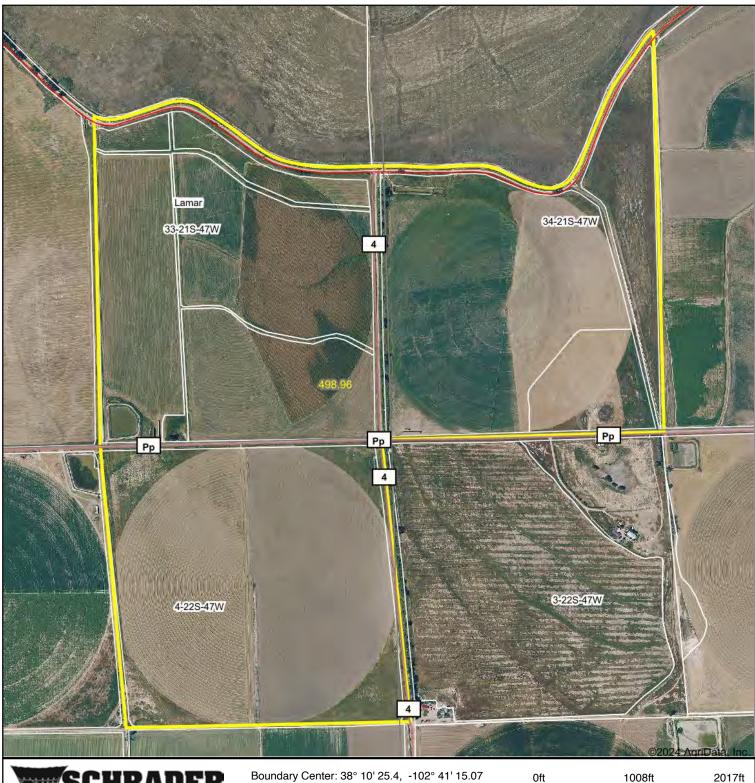
Certification of Accuracy I certify that the statements I have m	ade are accurate to the b	pest of my knowledge.	
Kenneth Warlick	8/22/24	, ,	
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date
Real Estate Licensee (Listing)	Date	Real Estate Licensee (Selling)	Date

TRACT 15

TRACT MAP



FSA ACRES MAP





Boundary Center: 38° 10' 25.4, -102° 41' 15.07

33-21S-47W **Prowers County** Colorado





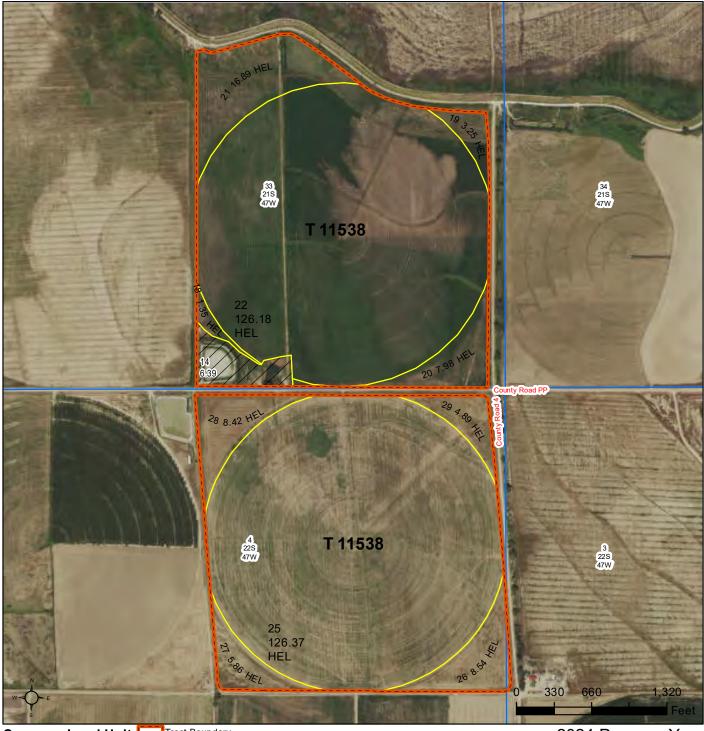
8/26/2024

225

FSA MAP



Prowers County, Colorado



Common Land Unit Tract Boundary

Non-cropland Cropland

2024 Program Year
Map Created March 11, 2024

Farm **5034** Tract 11538

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation **Compliance Provisions**

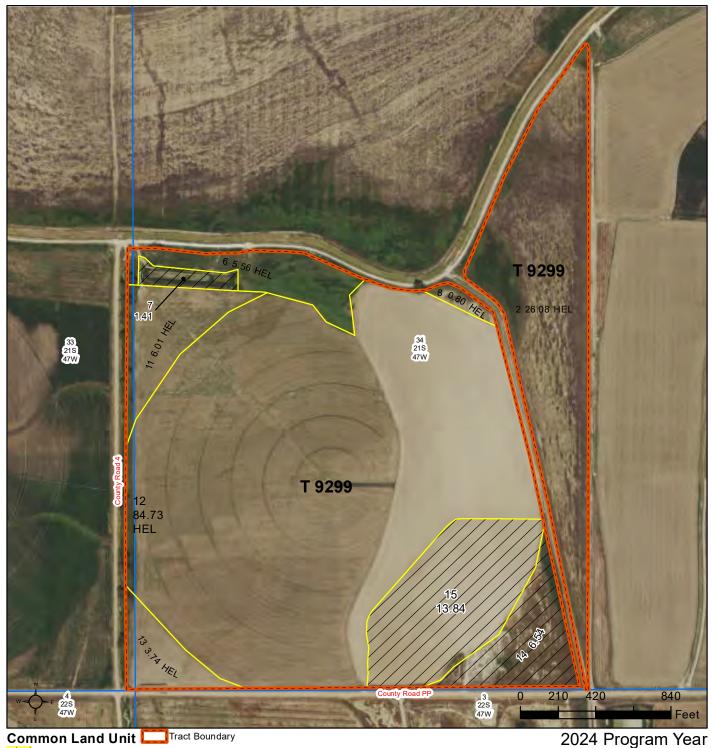
Tract Cropland Total: 309.73 acres

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FSA MAP



Prowers County, Colorado



Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Non-cropland Cropland

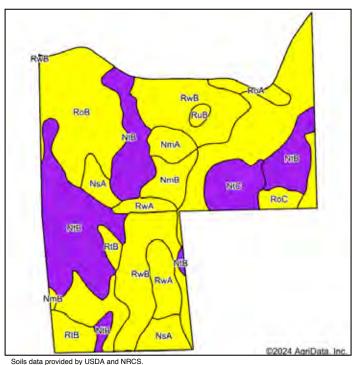
Exempt from Conservation **Compliance Provisions**

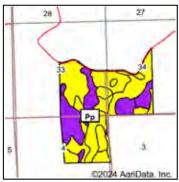
Farm **4689** Tract **9299**

Tract Cropland Total: 126.92 acres

Map Created March 11, 2024

SOIL MAP





State: Colorado
County: Prowers
Location: 32-21S-47W
Township: Lamar

Acres: 498.96
Date: 7/19/2024







Code	Soil Description	Acres	Percent of	Non-Irr	Non-Irr	Irr	Alfalfa hay	Barley	Corn	Grain	Grain	Wheat	Wheat
oodc	Con Bessenption	riores	field	Class Legend	Class	Class	Irrigated Tons	Irrigated Bu	Irrigated Bu	sorghum Irrigated Bu	sorghum Bu	Bu	Irrigated Bu
RoB	Rocky Ford clay loam, 1 to 3 percent slopes	165.04	33.2%		IVc	Ille	5.5		175	95			7:
NtB	Numa clay loam, 1 to 3 percent slopes	121.22	24.3%		VIc	lle							
RwB	Rocky Ford clay loam, wet 1 to 3 percent slopes	85.05	17.0%		IVw	IIIw	4		110	70			5
RwA	Rocky Ford clay loam, wet, 0 to 1 percent slopes	22.96	4.6%		IVw	IIIw	4		110	70			55
NtC	Numa clay loam, 3 to 5 percent slopes	22.56	4.5%		VIc	IVe							
NsA	Nepesta clay loam, wet, 0 to 1 percent slopes	21.27	4.3%		IVw	IVw	3		75	55			4
RtB	Rocky Ford clay loam, over limestone, 1 to 3 percent slopes	16.77	3.4%		IVs	IIIs	5		140	75	15	18	6
NmB	Nepesta clay loam, 1 to 3 percent slopes	15.69	3.1%		IVc	Ille	4	55	120	65		18	5
NmA	Nepesta clay loam, 0 to 1 percent slopes	11.09	2.2%		IVc	Ille	4.5	55	120	70		20	5:
RoA	Rocky Ford clay loam, 0 to 1 percent slopes	7.23	1.4%		IVc	Ille	6		180	100			7:
RoC	Rocky Ford clay loam, 3 to 5 percent slopes	7.00	1.4%		IVc	IVe	5.5		170	90			7
RuB	Rocky Ford clay loam, saline, 1 to 3 percent slopes	2.99	0.6%		IVw	IIIw	3		85	65			41
WyB	Wilid silt loam, 0 to 3 percent slopes	0.09	0.0%		IVc	Ille							
	_		Weight	ed Average	4.58	2.86	3.4	3	101.5	58.1	0.5	1.6	45

FT. LYON WATER CERTIFICATES



FT. LYON WATER CERTIFICATES



MAY VALLEY WATER ASSOCIATION

CERTIFICATE OF MEMBERSHIP

NO. 1923

Issued to:

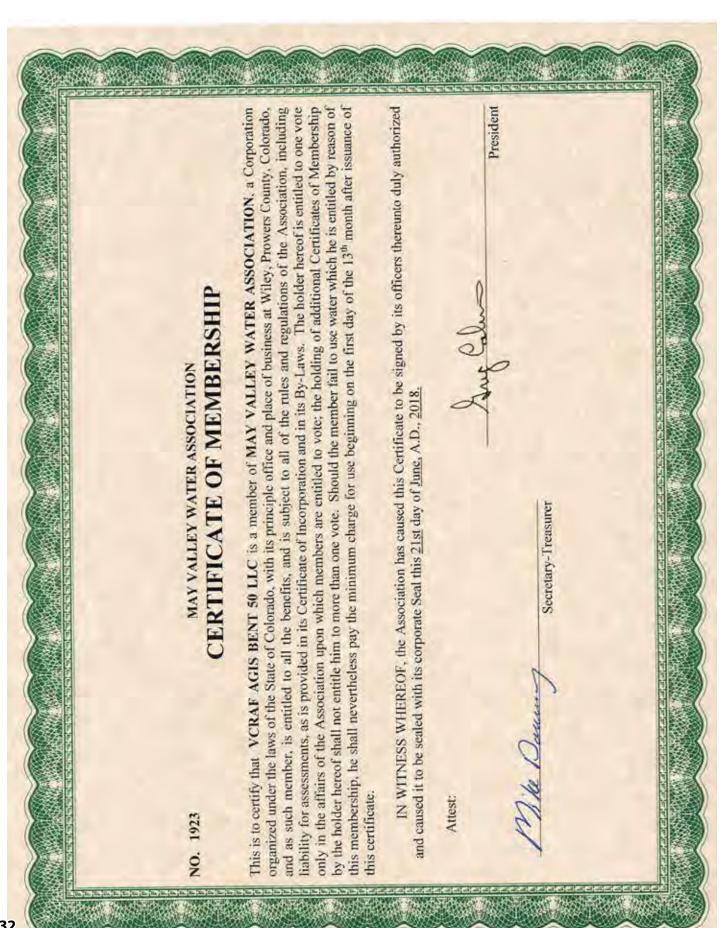
VCRAF AGIS BENT 50 LLC

Dated: June 21, 2018

Received Certificate No. 1601

REYHER ENTERPRISES, INC.

This 21st day of June, 2018



MAY VALLEY WATER ASSOCIATION

CERTIFICATE OF MEMBERSHIP

NO. 1924

Issued to:

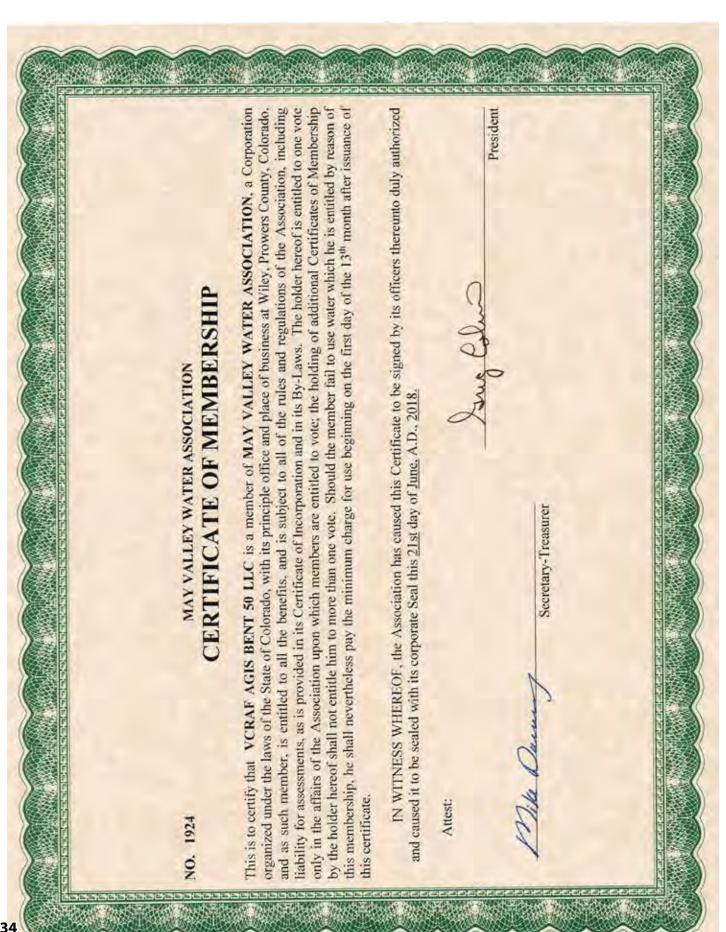
VCRAF AGIS BENT 50 LLC

Dated: June 21, 2018

Received Certificate No. 1602

REVHER ENTERPRISES, INC.

This 21st day of June, 2018



WATER SUMMARY

Rudolph Farm (Tract 15)

The Rudolph Farm shown on Figure 12 (in the previous assessment report referred to a part of Farm 13) is irrigated from 197 shares of FLCC stock (Certificate No.10772). This farm is in

Page 9 of 15

the E ½ of South of Fort Lyon Canal of Section 33, Township 21 South, Range 47 West, and NE ¼ of Section 4, Township 22 South, Range 47 West of the 6th P.M. in Prowers County. The description of the farm location as currently mapped in **Figure 12** is accurately reflected on the FLCC stock certificate.

Certificate No.	No. of Shares	Legal Description On Certificate
10772	197	E 1/2 South of Fort Lyon Canal 33-21-47 and NE 1/4 4-22-47

Based on aerial 2023 aerial photography (background for **Figure 12**) 2 center pivots have been installed on the farm. HWE has included the latest parcel information developed by the DEO that identifies the Parcel Id. No, for each parcel and the irrigation type (sprinkler or flood). The DEO has identified 241,91 acres irrigated by a sprinkler and 76.28 acres flood irrigated for a total of 318.19 acres on the farm.

Since the use of sprinklers results in a change of the efficiency of the Fort Lyon Canal water delivered to the farm, this farm must be included in an Irrigation Improvement Rules plan. This farm is currently enrolled in such a plan under the LAVWCD's Fort Lyon plan. There are no LAWMA structures located on this farm within LAWMA's Rule 14 or Augmentation Plans.

The average farm headgate deliveries in acre-feet by month and annually for the Rudolph Farm's 197 FLCC shares are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1.2	3.5	14.5	28.0	40.5	55.3	45.8	37.6	19.9	19.5	15.8	1.5	283.3

The average annual farm headgate delivery equates to 1.44 acre-feet per share (283.3 acrefeet / 197 FLCC Shares).

WATER SUMMARY (SCHOOLHOUSE)

Schoolhouse Farm (Tract 15)

The Schoolhouse Farm shown on **Figure 13** (in the previous assessment report referred to a part of Farm 13) is irrigated from 144 shares of FLCC stock (Certificate No. 10773). This farm is in the SW ¼ of Section 34, Township 21 South, Range 47 West of the 6th P.M. The description of the farm location as currently mapped in **Figure 13** is not reflected on the stock certificate. The stock certificate describes the E½ south of the Fort Lyon Canal in Section 33, Township 21 South, Range 47 West, and the NE ¼ of Section 4, Township 22 South, Range 47 West in Prowers County, Colorado. This certificate also describes the Rudolph Farm above. If AGIS wishes to use the 144 shares on the Schoolhouse Farm as well as on the Rudolph Farm, then we suggest that the SW ¼ of 34-21-47 be included on the certificate. If AGIS wishes to use the 144 solely on the Schoolhouse farm, then the described land should be changed to SW ¼ of 34-21-47, Prowers County, Colorado.

Certificate No.	No. of Shares	Legal Description On Certificate
10773	144	E 1/2 South of Fort Lyon Canal 33-21-47 and NE 1/4 4-22-47

Page 10 of 15

Based on aerial 2023 aerial photography (background for **Figure 13**) 1 center pivot has been installed on the farm. HWE has included the latest parcel information developed by the DEO that identifies the Parcel Id. No. for each parcel and the irrigation type (sprinkler, flood, or dry). The DEO has identified 97.72 acres irrigated by sprinklers, 9.69 acres flood irrigated, and 26.22 acres considered dry for a total of 133.63 acres on the farm.

Since the use of a sprinkler results in a change of the efficiency of the Fort Lyon Canal water delivered to the farm, this farm must be included in an Irrigation Improvement Rules plan. This farm is currently enrolled in such a plan under the LAVWCD's Fort Lyon plan. There are no LAWMA structures located on this farm within LAWMA's Rule 14 or Augmentation Plans.

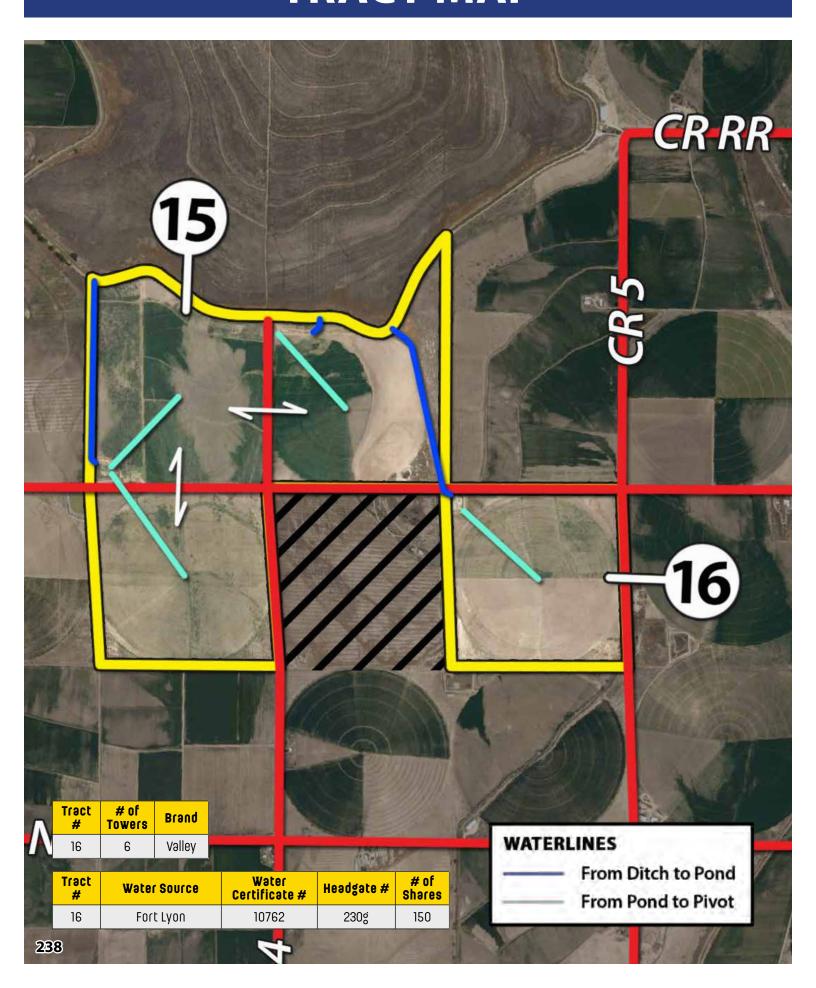
The average farm headgate deliveries in acre-feet by month and annually for the Schoolhouse Farm's 144 FLCC shares are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
0.9	2.6	10,6	20.5	29,6	40.5	33.4	27.5	14.6	14.3	11,5	14	207.1

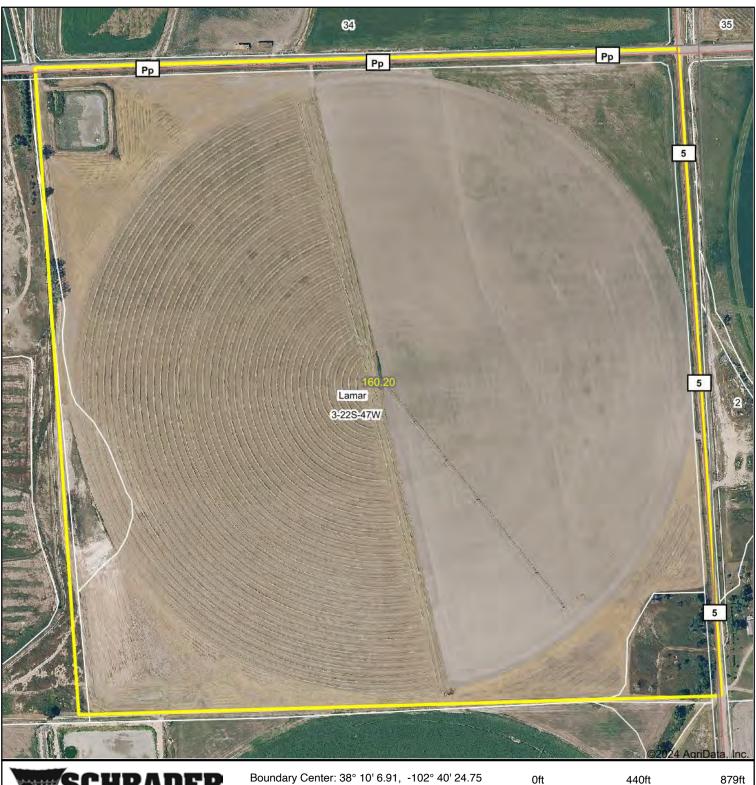
The average annual farm headgate delivery equates to 1.44 acre-feet per share (207.1 acre-feet / 144 FLCC Shares).

TRACT 16

TRACT MAP



FSA ACRES MAP





Boundary Center: 38° 10' 6.91, -102° 40' 24.75

3-22S-47W **Prowers County** Colorado





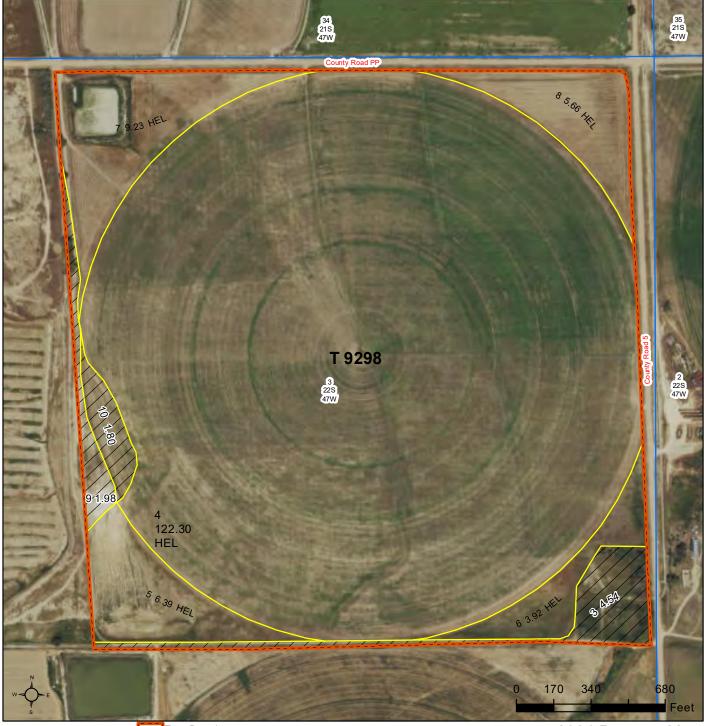
8/26/2024

879ft

FSA MAP



Prowers County, Colorado



Common Land Unit Tract Boundary

Non-cropland Cropland

2024 Program Year Map Created March 11, 2024

> Farm **4689** Tract **9298**

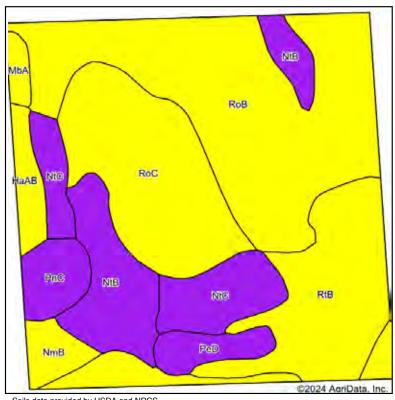
Wetland Determination Identifiers

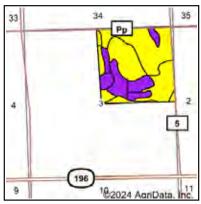
- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 147.50 acres

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SOIL MAP





State: Colorado
County: Prowers
Location: 32-21S-47W
Township: Lamar

Acres: **160.2**Date: **7/19/2024**



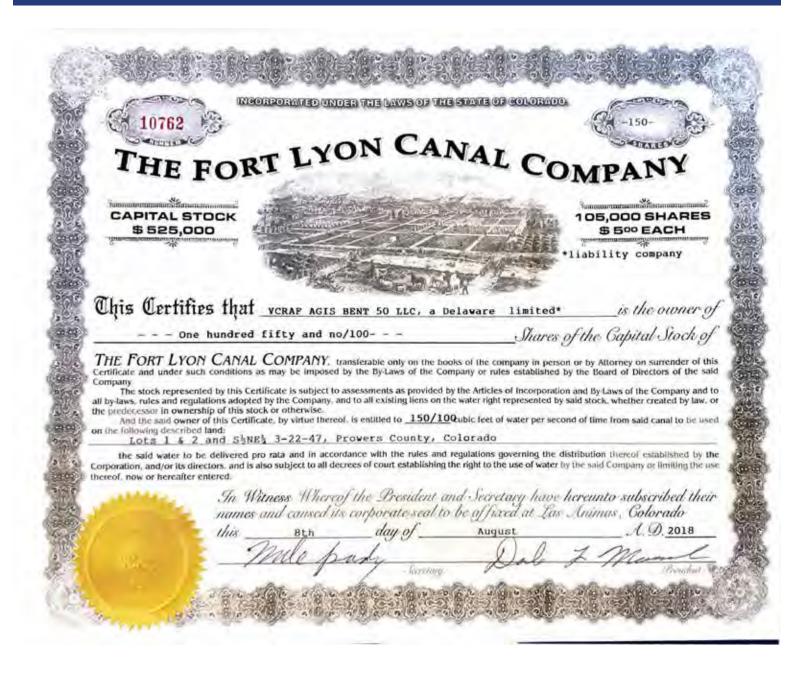




Soils d	lata provided by USDA a	nd NRCS	3.						© AgnDa	ta, Inc. 2023	www.AgriData	ainc.com	Ś
Area S	Symbol: CO099, Soil A	rea Ver	sion: 23										
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Barley Irrigated Bu	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Grain sorghum Bu	Wheat Bu	Wheat Irrigated Bu
RoB	Rocky Ford clay loam, 1 to 3 percent slopes	59.01	36.7%		IVc	Ille	5.5		175	95			75
RoC	Rocky Ford clay loam, 3 to 5 percent slopes	28.47	17.8%		IVc	IVe	5.5		170	90			70
RtB	Rocky Ford clay loam, over limestone, 1 to 3 percent slopes	24.05	15.0%		IVs	IIIs	5		140	75	15	18	65
NtB	Numa clay loam, 1 to 3 percent slopes	15.80	9.9%		VIc	lle							
NtC	Numa clay loam, 3 to 5 percent slopes	12.95	8.1%		VIc	IVe							
PnC	Potter and Nihill gravelly soils, 1 to 5 percent slopes	5.53	3.5%		VIIs								
PeD	Penrose channery loam, 1 to 15 percent slopes	4.58	2.9%		VIs	VIs							
HaAB	Kandrix loam, sand and gravel substratum, 0 to 3 percent slopes	4.15	2.6%		IVc	IIIe							
NmB	Nepesta clay loam, 1 to 3 percent slopes	3.86	2.4%		IVc	Ille	4	55	120	65		18	50
MbA	Manvel silt loam, terrace, 0 to 2 percent slopes	1.80	1.1%		IVc	Ille							
	_		Weight	ed Average	4.52	*-	3.9	1.3	118.6	63.8	2.3	3.1	51

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

FT. LYON WATER CERTIFICATE



MAY VALLEY WATER ASSOCIATION

CERTIFICATE OF MEMBERSHIP

NO. 1925

Issued to:

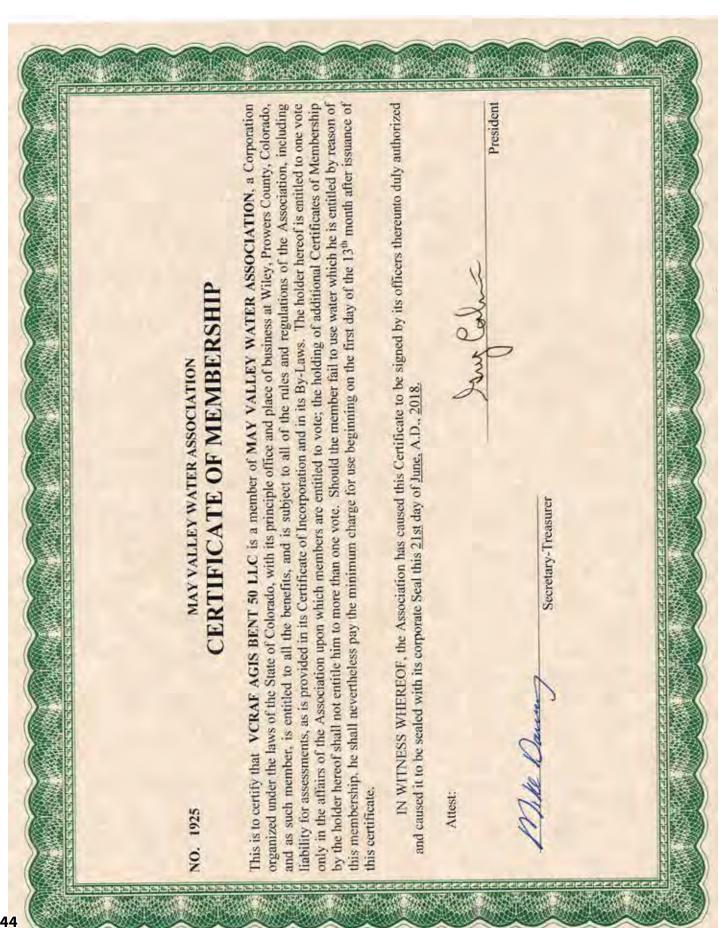
VCRAF AGIS BENT 50 LLC

Dated: June 21, 2018

Received Certificate No. 1603

REYHER ENTERPRISES, INC.

This 21st day of June, 2018



WATER SUMMARY

Millier Farm (Tract 16)

The Miller Farm shown on **Figure 11** (in the previous assessment report referred to as Farm 14) is irrigated from 150 shares of FLCC stock (Certificate No. 10762). This farm is in the Lots 1 and 2 and the N ½ of the SE ¼ of Section 3, Township 22 South, Range 47 West of the 6th P.M. in Prowers County. The description of the farm location as currently mapped in **Figure 11** is accurately reflected on the FLCC stock certificate.

Certificate No.	No. of Shares	Legal Description On Certificate
10762	150	Lots 1 & 2 and S 1/2 NE 1/4 3-22-47

Based on aerial 2023 aerial photography (background for **Figure 11**) 1 center pivot has been installed on the farm. HWE has included the latest parcel information developed by the DEO that identifies the Parcel Id. No. for each parcel and the irrigation type (sprinkler or flood). The DEO has identified 122.99 acres irrigated by a sprinkler and 29.47 acres flood irrigated for a total of 152.46 acres on the farm.

Since the use of a sprinkler results in a change of the efficiency of the Fort Lyon Canal water delivered to the farm, this farm must be included in an Irrigation Improvement Rules plan. This farm is currently enrolled in such a plan under the LAVWCD's Fort Lyon plan. There are no LAWMA structures located on this farm within LAWMA's Rule 14 or Augmentation Plans.

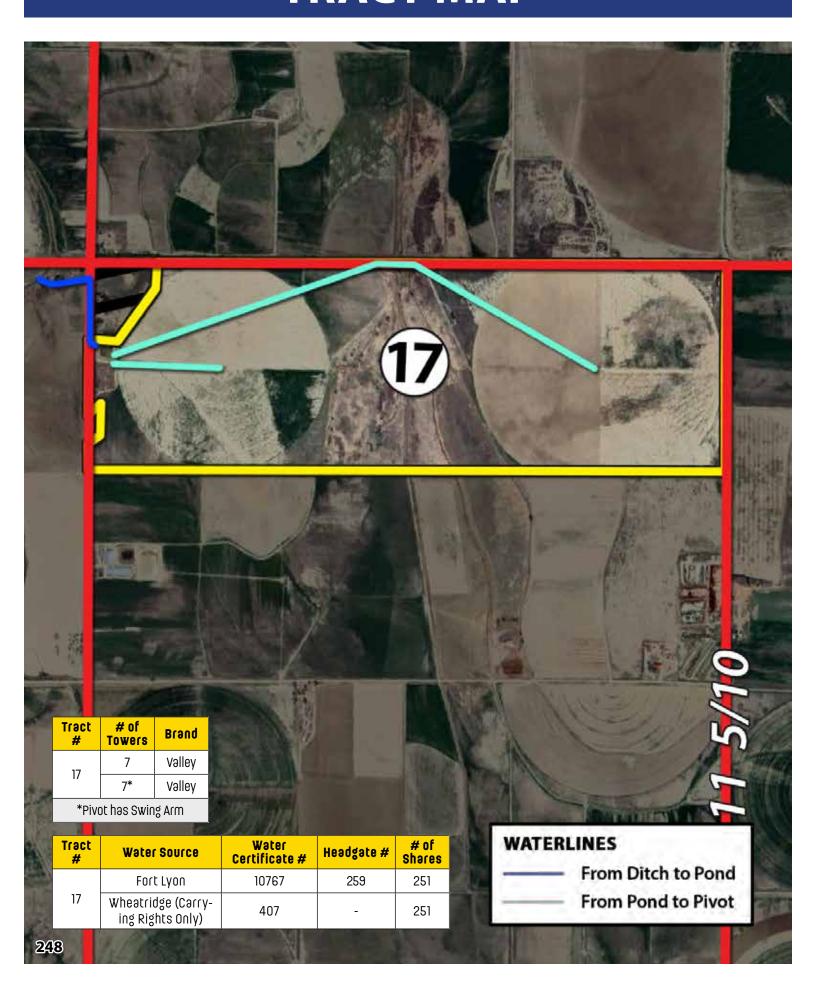
The average farm headgate deliveries in acre-feet by month and annually for the Miller Farm's 150 FLCC shares are as follows:

Jan	Feb	Mar	Арг	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
0.9	2.7	11,1	21,3	30,9	42.1	34.8	28.6	15.2	14.9	12.0	1.2	215.7

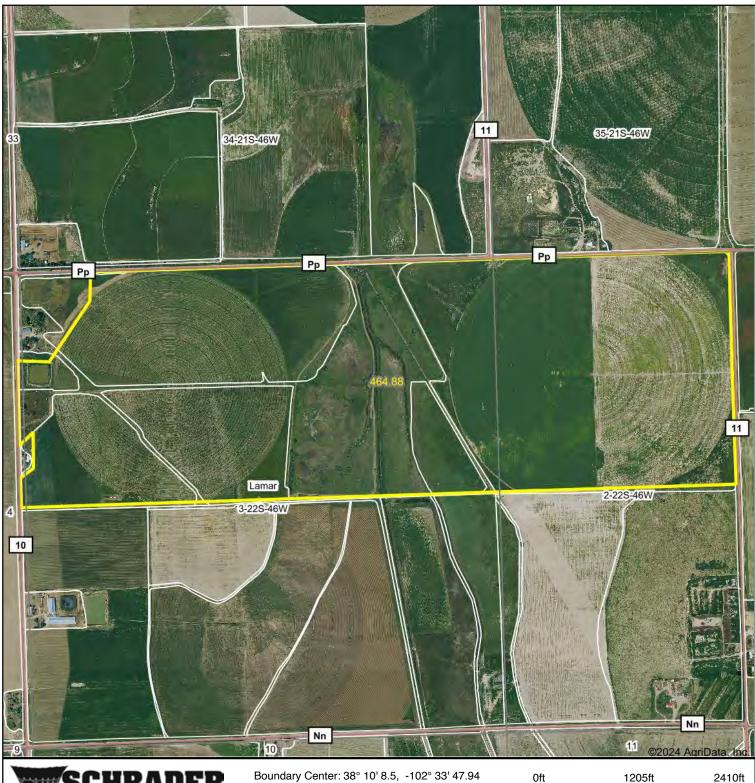
The average annual farm headgate delivery equates to 1.44 acre-feet per share (215.7 acre-feet / 150 FLCC Shares).

TRACT 17

TRACT MAP



FSA ACRES MAP





Boundary Center: 38° 10' 8.5, -102° 33' 47.94



3-22S-46W **Prowers County** Colorado

8/26/2024

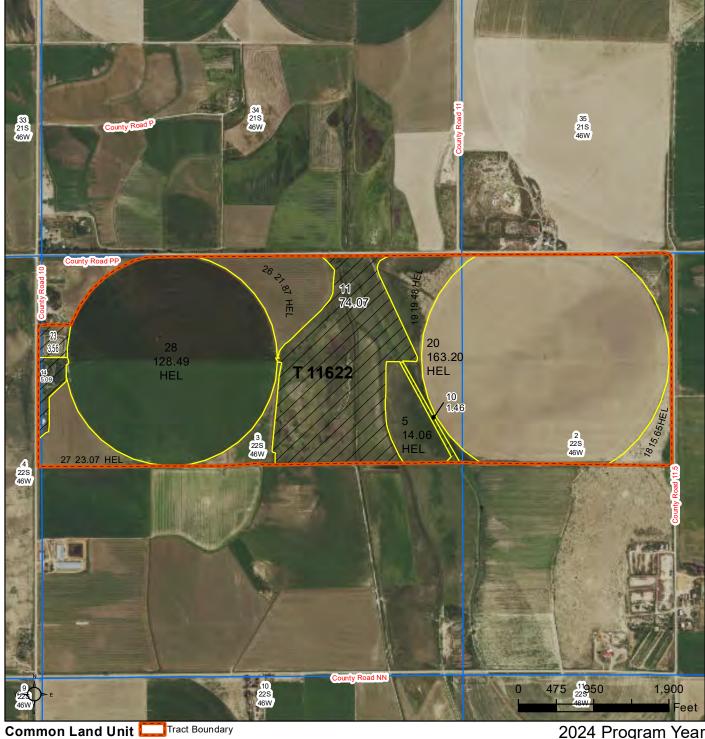
249

FSA MAP



United States Department of Agriculture

Prowers County, Colorado



Non-cropland

2024 Program Year Map Created March 11, 2024

Farm **5062** Tract 11622

Wetland Determination Identifiers

Restricted Use

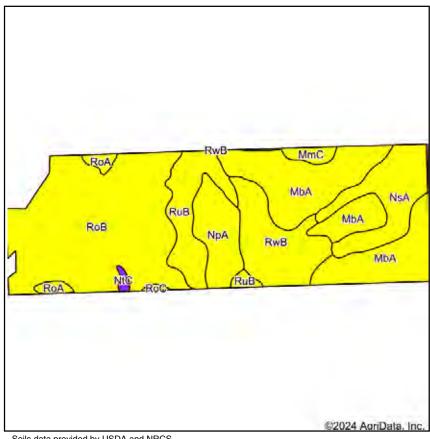
Cropland

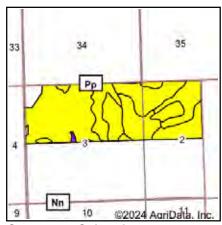
- Limited Restrictions
- Exempt from Conservation **Compliance Provisions**

Tract Cropland Total: 385.82 acres

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SOIL MAP





Colorado State: County: **Prowers** 14-22S-46W Location:

Township: Lamar Acres: 464.88 Date: 7/19/2024







Soils data provided by USDA and NRCS.

Area S	Symbol: CO099, Soil Area Vers	sion: 23								
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Wheat Irrigated Bu
RoB	Rocky Ford clay loam, 1 to 3 percent slopes	164.72	35.3%		IVc	IIIe	5.5	175	95	75
MbA	Manvel silt loam, terrace, 0 to 2 percent slopes	116.59	25.1%		IVc	Ille				
RwB	Rocky Ford clay loam, wet 1 to 3 percent slopes	49.82	10.7%		IVw	IIIw	4	110	70	55
NsA	Nepesta clay loam, wet, 0 to 1 percent slopes	45.36	9.8%		IVw	IVw	3	75	55	40
RuB	Rocky Ford clay loam, saline, 1 to 3 percent slopes	40.86	8.8%		IVw	IIIw	3	85	65	40
NpA	Nepesta clay loam, saline, 0 to 1 percent slopes	31.98	6.9%		IVw	IVw	3	75	55	40
RoA	Rocky Ford clay loam, 0 to 1 percent slopes	6.80	1.5%		IVc	IIIe	6	180	100	75
MmC	Manvel and Minnequa loams, 1 to 5 percent slopes	5.89	1.3%		IVc					
NtC	Numa clay loam, 3 to 5 percent slopes	1.81	0.4%		VIc	IVe				
RoC	Rocky Ford clay loam, 3 to 5 percent slopes	1.05	0.2%		IVc	IVe	5.5	170	90	70
			We	ighted Average	4.01	*-	3.2	96.8	57.7	43.9

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

251 Soils data provided by USDA and NRCS.

FT. LYON WATER CERTIFICATE



WHEAT RIDGE WATER CERTIFICATE



WATER SUMMARY

Springer Farm (Tract 17)

The Springer Farm shown on **Figure 15** (in the previous assessment report referred to as Farm 15) is irrigated from 251 shares of FLCC stock (Certificate No. 10767). This farm is in the NW ¼ of Section 2, and the N ½ of Section 3, Township 22 South, Range 46 West of the 6th P.M. in Prowers County. The description of the farm location as currently mapped in **Figure 15** is accurately reflected on the FLCC stock certificate.

Certificate No.	No. of Shares	Legal Description On Certificate
10767	251	NW ¼ 2-22-46 and N ½ 3-22-46

Based on aerial 2023 aerial photography (background for **Figure 15**) 2 center pivots have been installed on the farm. HWE has included the latest parcel information developed by the DEO that identifies the Parcel Id. No. for each parcel and the irrigation type (sprinkler, flood, or dry). The DEO has identified 274.90 acres irrigated by a sprinkler, 95.27 acres flood irrigated, and 6.48 acres considered dry for a total of 376.65 acres on the farm.

Since the use of sprinklers results in a change of the efficiency of the Fort Lyon Canal water delivered to the farm, this farm must be included in an Irrigation Improvement Rules plan. This farm is currently enrolled in such a plan under the LAVWCD's Fort Lyon plan. There are no LAWMA structures located on this farm within LAWMA's Rule 14 or Augmentation Plans.

Page 11 of 15

We would like to note that in the 2018 assessment memorandum this farm also has a Wheat Ridge Mutual Later Ditch Company (Wheat Ridge) stock certificate (No. 407 for 251 shares). The Wheat Ridge is a lateral that takes delivery from the Fort Lyon Canal. The company stock associated with the Wheat Ridge is for the purpose of assigning the cost of maintaining the lateral for all the members on the lateral. We are unaware of any water rights owned by the Wheat Ridge for delivery to any farm. HWE believes that the 251 shares are a function of the FLCC shares on a 1:1 basis.

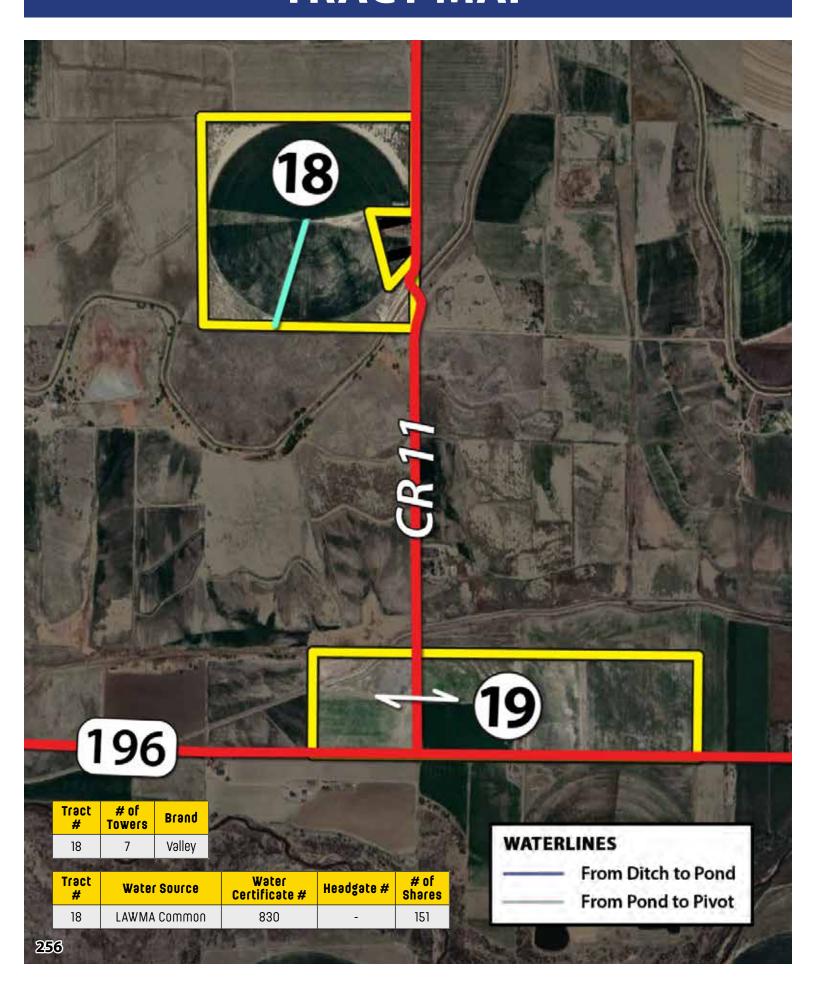
The average farm headgate deliveries in acre-feet by month and annually for the Springer Farm's 251 FLCC shares are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1.5	4.5	18.5	35.7	51.6	70.5	58.3	47.9	25.4	24.9	20.1	1.9	360.9

The average annual farm headgate delivery equates to 1.44 acre-feet per share (360.9 acre-feet / 251 FLCC Shares).

TRACT 18

TRACT MAP



FSA ACRES MAP





Boundary Center: 38° 7' 58.09, -102° 33' 47.18

15-22S-46W **Prowers County** Colorado





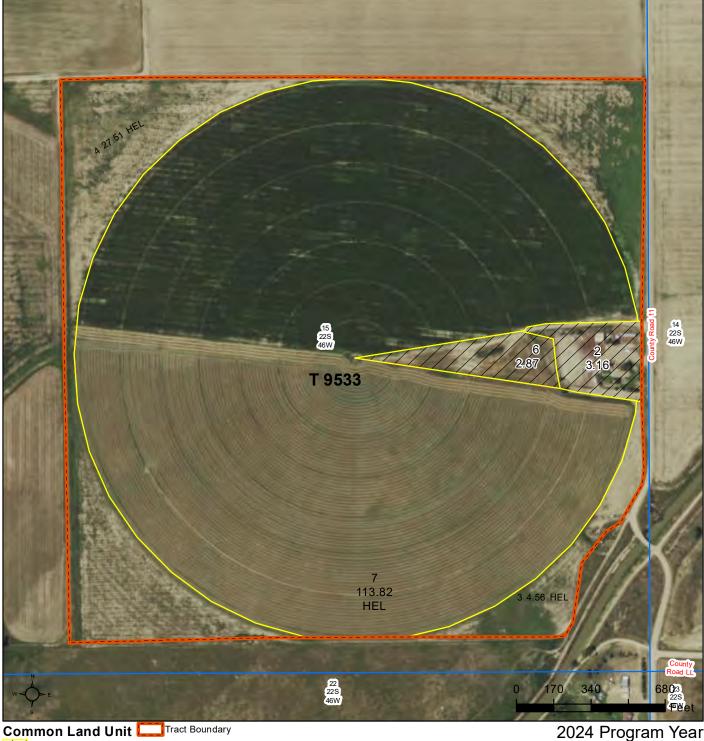
8/26/2024

257

FSA MAP



Prowers County, Colorado



Common Land Unit Tract Boundary

Non-cropland Cropland

Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Exempt from Conservation Compliance Provisions

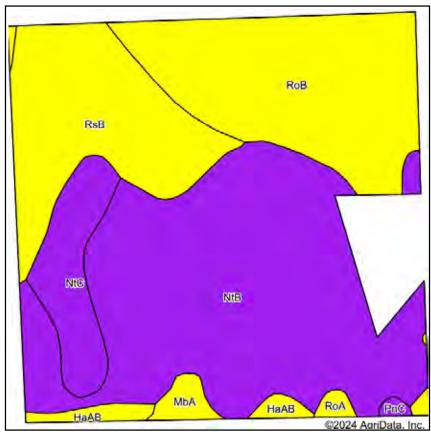
Farm **5062**

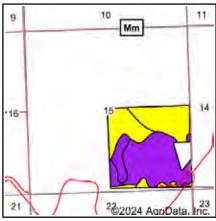
Map Created March 11, 2024

Tract **9533** Tract Cropland Total: 145.89 acres

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SOIL MAP





State: Colorado
County: Prowers
Location: 14-22S-46W

Township: **Lamar**Acres: **153.97**Date: **7/19/2024**







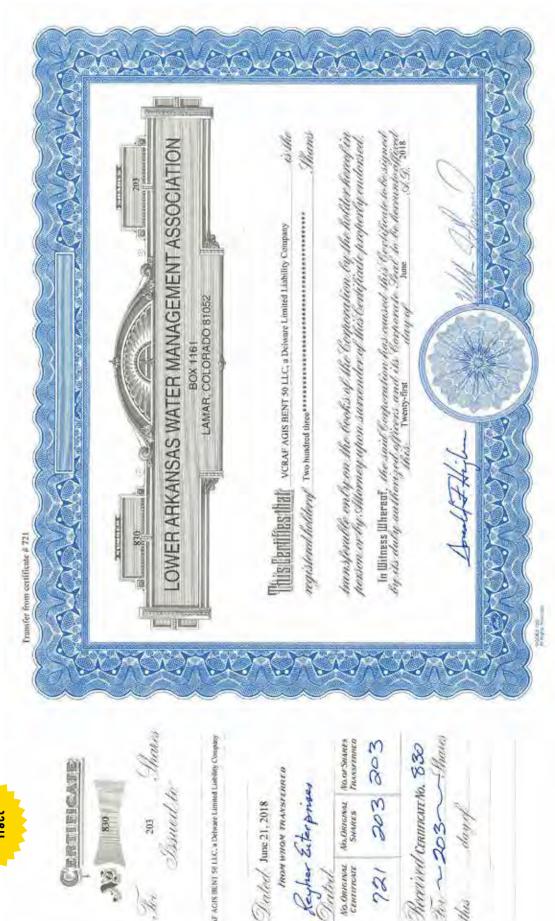
Soils data provided by USDA and NRCS.

			Weigh	ted Average	5.08	*-	2.3	70.4	41.7	3.5	3.7	31.2
PnC	Potter and Nihill gravelly soils, 1 to 5 percent slopes	0.47	0.3%		VIIs							
RoA	Rocky Ford clay loam, 0 to 1 percent slopes	0.82	0.5%		IVc	IIIe	6	180	100			75
MbA	Manvel silt loam, terrace, 0 to 2 percent slopes	2.07	1.3%		IVc	IIIe						
HaAB	Kandrix loam, sand and gravel substratum, 0 to 3 percent slopes	3.22	2.1%		IVc	Ille						
NtC	Numa clay loam, 3 to 5 percent slopes	11.22	7.3%		VIc	IVe						
RsB	Rocky Ford clay loam, sand substratum, 1 to 3 percent slopes	28.38	18.4%		IVc	Ille	5	150	100	19	20	70
RoB	Rocky Ford clay loam, 1 to 3 percent slopes	36.80	23.9%		IVc	Ille	5.5	175	95			75
NtB	Numa clay loam, 1 to 3 percent slopes	70.99	46.2%		VIc	lle						
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Grain sorghum Bu	Wheat Bu	Wheat Irrigated Bu
Area S	Symbol: CO099, Soil Area	Version	: 23									

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

Soils data provided by USDA and NRCS.

LAWMA WATER CERTIFICATE









WATER SUMMARY

Bean Farm (Tract 18)

The Bean Farm shown on **Figure 21** (in the previous assessment report referred to as Farm 16) does not have any FLCC shares associated for irrigation. Based on aerial 2023 aerial photography (background for **Figure 21**) there is a center pivot installed on the farm. HWE has included the latest parcel information developed by the DEO that identifies the Parcel Id. No. for each parcel and the irrigation type (flood or dry). The DEO has identified on the Bean Farm 113.94 acres sprinkler irrigated and 16.60 acres considered dry for a total of 130.54 acres on the farm in 2023. Even though there is a sprinkler on this farm this farm does not need to be included in an Irrigation Improvement Rules plan because no surface water rights are used on the farm.

This farm is irrigated by well WDID No. 6705454. This well is currently within LAWMA's Rule 14 plan and 151 LAWMA common shares were assigned to the well for a pumping allocation.

WDID No.	Structure Name	LAWMA Plan	LAWMA Common Stock	LAWMA Preferred Stock
6705454	Reyher Enterprises No 5	Rule 14 Plan	151	0

LAWMA Certificate No. 841 for 73 common shares is currently associated with two structures within LAWMA. The first structure is Well SEO Id No. 6705984 owned by Beef City. This well is currently within LAWMA's Rule 14 plan and associated with 55 of the 73 common shares.

Page 15 of 15

The second structure is the Bonnie Place Pond within LAWMA's augmentation plan which is described above in Unit 1 – Home Bonny Place section.

Assuming an average allocation to LAWMA common shares of 77% the average pumping allocation to the 151 LAWMA shares located on the Bean Farm would be 198.75 acre-feet ({151 LAWMA common shares x 77% allocation} / {78% location factor x 75% depletion factor}).



WELL PERMIT NUMBER 2322-F RECEIPT NUMBER 9092477

ORIGINAL PERMIT APPLICANT(S)

REYHER ENTERPRIZES INC.

APPROVED WELL LOCATION

Water Division: 2 Water District: 67

Designated Basin: N/A Management District: N/A

County: PROWERS

Parcel Name: N/A Physical Address: N/A

SW 1/4 SE 1/4 Section 15 Township 22.0 S Range 46.0 W Sixth P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 713399.8 Northing:

See the original well permit file for permit conditions of approval and additional details. The original permit file can be viewed using the Well Permit Search Tool at www.water.state.co.us

Date Issued:

4223129.3

Issued By Expiration Date: N/A

PERMIT HISTORY

08-17-2018 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO VCRAF AGIS BENT 50 LLC

(WARLICK, KENNETH L.)

IN THE DISTRICT COURT IN AND FOR SEASON SEAS

REYHER ENTERPRISES, INC.

JUDGMENT AND DECREE

IN THE ARKANSAS RIVER OR ITS

TRIBUTARIES

IN PROWERS COUNTY

JUDGMENT AND DECREE

THE COURT FINDS That no protest has been filed to the Ruling of the Water Referee in the above case within the time provided by law, and that the said Ruling should be confirmed, approved and adopted,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED That the Ruling of the Water Referee entered on _____July 13, 1973__, be and the same is incorporated herein by reference and is hereby confirmed, approved and adopted as the judgment of this Court.

Done this 16th day of August , A. D. 19 73 .

BY THE COURT:

William L. Hohm WATER JUDGE

AUG 16'73 AM

cc: Grant, Shafroth, Toll & McHendrie (2 copies)
 Attorneys for Applicant
 1700 Western Federal Building
 Denver, Colorado 80202

Division Engineer

State Engineer

IN THE DISTRICT COURT IN AND FOR WATER DIVISION NO. 2
STATE OF COLORADO

CASE NO. W-1824

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF

REYHER ENTERPRISES, INC.

IN THE ARKANSAS RIVER OR ITS TRIBUTARIES

IN PROWERS COUNTY



RULING OF REFEREE

Pursuant to Order of Referral filed and entered in the above case on June 21, 1972, the undersigned Water Referee, having investigated the matter of the application on file here-in, hereby makes the following findings and ruling thereon:

FINDINGS OF FACT

- 1. That the said application was filed on June 21, 1972.
- 2. That the Water Clerk caused publication of such filing as provided by statute; that the time for filing Statements of Opposition expired on the last day of August, 1972, and that none has been filed.
- 3. That the said application concerns six wells located in Prowers County, Colorado, and used for irrigation purposes.
- 4. That wells numbered 1 and 2 were incorporated in a filing in the Office of the State Engineer and given number 18697; that Well No. 3 was so filed under 20272; and that Well No. 4 was so filed under number 20131.
- 5. That the applicant has available 668 shares of the Ft. Lyon Canal for use in irrigating acreage served by the wells herein concerned.
- 6. That the applicant has furnished acceptable proof as to claims made.

IT IS, THEREFORE, ORDERED AS FOLLOWS: That applicant be, and is hereby, awarded certain absolute underground water rights, to-wit: NAME AND ADDRESS: Reyher Enterprises, Inc., a Colorado corporation McClave, Colorado 81057 UNDERGROUND WATER RIGHT MAME OF WELL: Well No. 1. LOCATION OF WELL: E½E½ SE½ Sec. 11, T.22S., R.46W. of the 6th P.M., in Prowers County, Colorado. DEPTH: 86 feet. PRIORITY DATE: May 1, 1955. 4.89 c.f.s., or 2200 g.p.m., but not to exceed AMOUNT OF WATER: 1565 acre feet in any one calendar year. USE OF WATER: Irrigation. STATE ENGINEER'S WELL NUMBER: 15301, and a filing No. 18697. MEANS OF DIVERSION: Well and pump. UNDERGROUND WATER RIGHT NAME OF WELL: Well No. 2. LOCATION OF WELL: NE% SW% Sec. 11, T.22S., R.46W. of the 6th P.M., in Prowers County, Colorado. DEPTH: 150 feet. PRIORITY DATE: July 15, 1949. 5.55 c.f.s., or 2500 g.p.m., but not to exceed AMOUNT OF WATER: 1775 acre feet in any one calendar year. USE OF WATER: Irrigation. STATE ENGINEER'S WELL NUMBER: RF-756, and a filing No. 18697. MEANS OF DIVERSION: Well and pump.

UNDERGROUND WATER RIGHT

NAME OF WELL: Well No. 3.

LOCATION OF WELL: NE% Ne% Sec. 14, T. 22S., R.46W. of the 6th P.M., in Prowers County, Colorado.

DEPTH: 142 feet.

PRIORITY DATE: June 1, 1955.

AMOUNT OF WATER: 8.0 c.f.s., or 3600 g.p.m., but not to exceed 2560 acre feet in any one calendar year.

USE OF WATER: Irrigation.

STATE ENGINEER'S WELL NUMBER: 20272, a filing.

MEANS OF DIVERSION: Well and pump.

UNDERGROUND WATER RIGHT

VAME OF WELL: Well No. 4.

NE% NE% Sec. 14, T. 22S., R.46W. of the 6th P.M., in Prowers County, Colorado. LOCATION OF WELL:

DEPTH: 146 feet.

PRIORITY DATE: March 1, 1955.

AMOUNT OF WATER: 8.0 c.f.s., or 3600 g.p.m., but not to exceed

2560 acre feet in any one calendar year.

JSE OF WATER: Irrigation.

STATE ENGINEER'S WELL NUMBER: 20121, a filing.

MEANS OF DIVERSION: Well and pump.

UNDERGROUND WATER RIGHT

NAME OF WELL: Well No. 5.

SW4 SE4 Sec. 15, T. 22S., R.46W. of the 6th P.M., in Prowers County, Colorado. LOCATION OF WELL:

DEPTH: 80 feet.

PRIORITY DATE: October 4, 1959.

AMOUNT OF WATER: 7.78 c.f.s., or 3500 g.p.m., but not to exceed 2490 acre feet in any one calendar year.
USE OF WATER: Irrigation.
STATE ENGINEER'S WELL NUMBER: RF 908, replacement. for 2322-F.
MEANS OF DIVERSION: Well and pump.
UNDERGROUND WATER RIGHT
NAME OF WELL: Well No. 6.
LOCATION OF WELL: SW4 SE4 Sec. 11, T. 22S., R.46W. of the 6th P.M., in Prowers County, Colorado.
DEPTH: 135 feet.
PRIORITY DATE: January 15, 1964.
AMOUNT OF WATER: 6.67 c.f.s., or 3000 g.p.m., but not to exceed 2135 acre feet in any one calendar year.
USE OF WATER: Irrigation, together with wells numbered 1, 2, 3, 4 and 5 herein, of 1500 acres.
STATE ENGINEER'S WELL NUMBER: 5006-F.
MEANS OF DIVERSION: Well and pump.
IT IS FURTHER ORDERED That applicant shall install and
maintain such water measurement devices, recording devices,
content gauges and inlet and outlet measurement and recording
devices, as the case may be, as are deemed essential by the
Office of the State Engineer, and the same shall be installed
and operated in accordance with instructions from said Office.
IT IS FURTHER ORDERED That copies of this ruling shall
be mailed as provided by statute.
Dated and filed with the Water Clerk this 13th day of
July , A. D. 1973.
BY THE REFEREE:
Water Referee, Water Division No. 2

IN THE DISTRICT COURT IN AND FOR

WATER DIVISION NO. 2

STATE OF COLORADO

CASE NO. 1-1824

Principe CLERK

JUDGMENT AND DECREE

office of the city of Wiles Ownships of Colorado #35 1 6 '73 AM

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF

REYHER ENTERPRISES, INC.

IN THE ARKANSAS RIVER OR ITS

TRIBUTARIES

IN PROWERS COUNTY

THE COURT FINDS That no protest has been filed to the Ruling of the Water Referce in the above case within the time provided by law, and that the said Ruling should be confirmed, approved and adopted,

TT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED That the Ruling of the Water Referee entered on _______July 13, 1973_, be and the same is incorporated herein by reference and is hereby confirmed, approved and adopted as the judgment of this Court.

Done this 16th day of August , A. D. 19 73 .

BY THE COURT:

William L.

cc: Grant, Shafroth, Toll & McHendrie (2 copies)

Attorneys for Applicant 1700 Western Federal Building Denver, Colorado 80202

Division Engineer

State Engineer

DISTRICT COURT
WATER DIVISION NO. 2
STATE OF COLORADO
Certified to be a full, true
ond correct copy of original
on file.
Dote:
AUG 1 6 1973

PRISCILLA S. LUCERO, CLERK

By: Sounine Tylanomic
Deputy Clerk

IN THE DISTRICT COURT IN AND FOR WATER DIVISION NO. 2 STATE OF COLORADO

CASE NO. W-1824

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF

REYHE" ENTERPRISES, INC.

IN THE ARKANSAS RIVER OR ITS TRIBUTARIES

IN PROWERS COUNTY



RULING OF REFEREE

Fursuant to Order of Referral filed and entered in the above case on June 21, 1972, the undersigned Water Referee, having investigated the matter of the application on file herein, hereby makes the following findings and ruling thereon:

FINDINGS OF PACT

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 in Prowers County, Colorado, and used for irrigation purposes.
- 4. That wells numbered 1 and 2 were incorporated in a filing in the Office of the State Engineer and given number 18697; that Well No. 3 was so filed under 20272; and that Well No. 4 was so filed under number 20131.
- 5. That the applicant has available 668 shares of the Ft. Lyon Canal for use in irrigating acreage served by the wells herein concerned.
- 6. That the applicant has furnished acceptable proof as to claims made.

IT IS, THEREFORE, ORDERED AS FOLLOWS: That applicant be, and is hereby, awarded certain absolute underground water rights, to-wit:

NAME AND ADDRESS: Reyher Enterprises, Inc., a Colorado corporation McClave, Colorado 81057

UNDERGROUND WATER RIGHT

NAME OF WELL: Well No. 1.

LOCATION OF WELL: ELEY SEK Sec. 11, T.22S., R.46W. of the 6th P.M., in Prowers County, Colorado.

DEPTH: 86 feet.

PRIORITY DATE: May 1, 1955.

AMOUNT OF WATER: 4.89 c.f.s., or 2200 g.p.m., but not to exceed 1565 acre feet in any one calendar year.

USE OF WATER: Irrigation.

STATE ENGINEER'S WELL NUMBER: 15301, and a filing No. 18697.

MEANS OF DIVERSION: Well and pump.

UNDERGROUND WATER RIGHT

NAME OF WELL: Well No. 2.

LOCATION OF WELL: NE% SW% Sec. 11, T.22S., R.46W. of the 6th P.M., in Prowers County, Colorado.

DEPTH: 150 feet.

PRIORITY DATE: July 15, 1949.

AMOUNT OF WATER: 5.55 c.f.s., or 2500 g.p.m., but not to exceed 1775 acre feet in any one calendar year.

USE OF WATER: Irrigation.

STATE ENGINEER'S WELL NUMBER: RF-756, and a filing No. 18697.

MEANS OF DIVERSION: Well and pump.

Page 2-Ruling of Referee W-1824

UNDERGROUND WATER RIGHT

NAME OF WELL: Well No. 3.

LOCATION OF WELL: NE% NE% Sec. 14, T. 22S., R.46W. of the fth P.M., in Prowers County, Colorado.

DEPTH: 142 feet.

PRIORITY DATE: June 1, 1955.

8.G c.f.s., or 36GO g.p.m., but not to exceed 256O acre feet in any one calendar year. AMOUNT OF WATER:

USE OF WATER: Irrigation.

STATE ENGINEER'S WELL NUMBER: 20272, a filing.

MEANS OF DIVERSION: Well and pump.

UNDERGROUND WATER RIGHT

NAME OF WELL: Well No. 4.

LOCATION OF WELL: NE% NE% Sec. 14, T. 22S., R.46W. of the 6th P.M., in Prowers County, Colorado.

DEPTH: 146 feet.

PRIORITY DATE: March 1, 1955.

AMOUNT OF WATER: 8.0 c.f.s., or 3600 g.p.m., but not to exceed 2560 acre feet in any one calendar year.

USE OF WATER: Irrigation.

STATE ENGINEER'S WELL NUMBER: 20121, a filing.

MEANS OF DIVERSION: Well and pump.

UNDERGROUND WATER RIGHT

NAME OF WELL: Well No. 5.

LOCATION OF WELL: SWk SEk Sec. 15, T. 22S., R.46W. of the 6th P.M., in Prowers County, Colorado.

DEPTH: 80 feet.

PRIORITY DATE: October 4, 1959.

Page 3-Ruling of Referee W-1824

AMOUNT OF WATER: 7.78 c.f.s., or 3500 g.p.m., but not to exceed 2490 acre feet in any one calendar year.

USE OF WATER: Irrigation.

STATE ENGINEER'S WELL NUMBER: RF 908, replacement. for 2322-F.

MEANS OF DIVERSION: Well and pump.

UNDERGROUND WATER RIGHT

NAME OF WELL: Well No. 6.

SWk SEk Sec. 11, T. 22S., R.46W. of the 6th P.M., in Prowers County, Colorado. LOCATION OF WELL:

DEPTH: 135 feet.

PRIORITY DATE: January 15, 1964.

6.67 c.f.s., or 3000 g.p.m., but not to exceed 2135 acre feet in any one calendar year. AMOUNT OF WATER:

USE OF WATER: Irrigation, together with wells numbered 1, 2, 3,

4 and 5 herein, of 1500 acres.

STATE ENGINEER'S WELL NUMBER: 5006-P.

MEANS OF DIVERSION: Well and pump.

IT IS PURTHER ORDERED That applicant shall install and maintain such water measurement devices, recording devices, content gauges and inlet and outlet measurement and recording _devices, as the case may be, as are deemed essential by the Office of the State Engineer, and the same shall be installed and operated in accordance with instructions from said Office.

IT IS FURTHER ORDERED That copies of this ruling shall be mailed as provided by statute.

Dated and filed with the Water Clerk this 13th day of

July , A. D. 1973.

DISTRICT COURT WATER DIVISION NO. 2 STATE OF COLORADO Certified to be a full, true and correct copy of original

on file. Date: dul 1 3 1974

PRISCIPLA S. LUCERO, CLERK By: Citelina Kocheral

Deputy Clerk

BY THE REPEREE:

Var Water Referee, Water Division No. 2 State of Colorado

Page 4-Ruling of Referee W-1824

Hasser Well Service

PO Box 1135 Lamar, CO 81052 719-336-5173 LIC # 72

Invoice

Date	Invoice #
7/21/2018	1694



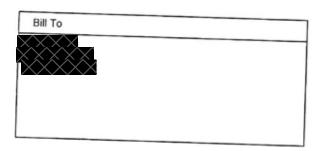
	F	P.O. No.	Terms	Project
Quantity	. Description			
1	8MM7V-2,WOLF PUMP, 6" DISCHARGE		Rate	Amount
1	60 HP, 460 VOLT, 3 PHASE MOTOR, Hitachi		3.98	6.00 3.9867
1	SHROUD 6" MOTOR, 8" X 10" X 60"		12,86	0.00
3	110 AMP FUSES FLSR			5.00
63	6" BLACK PIPE			5.00
s. 1	6" BLACK PIPE (CUT AND THREADED ON DOTH THE			2 50
		S)		6,110.5
92	WIRE CABLE #2			200.0
1	WELL PLATE 24 X 6 INCH			424.0
1	6" LEVER BUTTER FLY VALVE			1,007.2
2	6" X 12" BLACK NIPPLE			2.00 0.00 162.0 290.0
1	6" CHECK VALVE- WITH KNOCK OUT PLUG			0.00
	10 STEEL FLANGE		1,350	1/0.0
2	10" RUBBER GASKET			2.00
1	6" STEEL FLANGE			32.0
1	10" X 6" REDUCER CONF.			2.00 42.00
3	6" PVC FLANGE		118	42.0
	6" GASKETS RUBBER		62	.00
1	6" PVC DISCHARGE			18.00
1	6" PVC VENT PIPE		198	10.00
-1	3" ALUMINUM VENT		66.	170.2
	BOLTS, NUTS & WASHERS		24.	.85 24.85
	CHAIN BOOMER		60.	.00 60.00
4	WIRE CLAMPS COOPER #2 AND # 6		60.	.00
11	CONNECTION BOX		15.	.00
4	HOSE CLAMPS/ WIRE CABLE CLAMPS 8 INCH		27.	
	HEAT SHRINK KIT		8.	72 34.88
	chlorine		22.	
1	Miscellaneous (rubber tape, electrical tape, pump wire tape, pi	ne done alue		00 30.00
	remer, antiseize, sincone)	pe dope, giue,	138.	00 138.00
	Shipping			
2.75	WELDING CHARGE		350.	
1	ABOR to pull turbine pump and install submersible pump (LASHOP TIME) ONLY	DOD DICLUDES	75.0	200.23
	TIME) ONLI		2,925.0	2,925.00
ANK YOU FOR	YOUR BUSINESSFinance Charge of 2.25% per	month on late paymen	nts	
			Total	
	Page 1			

Hasser Well Service

PO Box 1135 Lamar, CO 81052 719-336-5173 LIC # 72

Invoice

Date	Invoice #
7/21/2018	1694



Quantity Description Rate Amount Sales Tax 3.90% 955.7	Quantity Description Rate Amount					
Quantity Description Rate Amount	Quantity Description Rate Amount Sales Tax 3.90% 955.7			P.O. No.	Terms	Project
Sales Tax Rate Amount	Sales Tax Sales Tax Amount 3.90% 955.7				* *	
Sales Tax Amount	Sales Tax 3.90% 955.7	Quantity	Description			
	3.90%	Sales Tax	Description		Rate	Amount
	NK YOU FOR YOUR BUSINESS	Sales Tax			3	.90% 955.7
Total \$28,738.22					1	

RECEIVED 5/29/22 LOGGED 5/31/22

6/8/2022 DGD

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TAMPER I	RESISTA		L INFORMAT								
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Register				eal No.:	N/A Othe			Seal No.		ew Seal No	N/A
			ING TFM (TF		Date New TFM				ate Previous TFM		05/27/2022
Removed A			REPAIRE	D Rem	oved Register Ser	ial No.:	N/A	Prev	. TFM: 🔃 Readin	ng Estimat	e 798.960
NEW METE Manufactu			ER Model:	MO308	Multiplier:	0.001 N	o Digi	ts: 6	Initial TFM Re	ading: 000	000
									illiciat II m ite	ading	.000
INSTALLE					☐Gal ☐Ad	:-In	u-Ft N/A		V Factor (if	المعادية عالم	N/A
Meter Seria			9-8-1258		er Serial No.:				K-Factor (if		
					IFORMATION:	OD: 8.62			nickness: 0.109		8.407 "
GPM Facto			'UBE):		Overhung 0			zer Readings	FLOW METER (Elapsed Time		(gpm) (Min. 10)
GPM Facto	'· <u> </u>			6 7 8	9 10			Acft	(min:sec)	0	0
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	2-1	Point 2	-Point 2-Poi	nt 10-F	Point	Total:	0	.0430	15.15	0	0
Avg. of F	-						_		(Dec. Min.)	0	0
Avg. Col			x GPM	factor	<u> </u>				Avg. QI (gpm)		
Avg. QT (gpm): (0,000.0)							92	24.9	(0,000.0)		
				,							
TEST METER (VOLUMETRIC OR ULTRASONIC) Reading Elapsed Time Spacer Setting: 5.931							CA	LIBRATION	N COEFFICIENT	(TFM ONLY)
			1.00	0	T=	935.5	= 4 0	4.4			
Stop:	14,126.7		15 6.17	Test Material:	STAINLESS STEEL	(to 0.000)					
Start:	0.0	— I ·	0 : 0.00	Avg. QT							
Total:	14,126	.7	15.10	(gpm) (0,000.0)	935.5	For CC gr	eater t	han 1.050 c	or less than 0.950,	Owner/Agen	t is REQUIRED
	, -		(Dec. Min.)		000.0	to complete Owner/Agent Info and Variance Request.					
			LIZATION (PC		ı				N OF PD AND P	— <u> </u>	
Time			g Level or Discl	•	Pressure (psi)	No. Re		Time (se	c) Rate (rev/	sec) Avg. R	ate (0.0000)
(24:00	J)) (0.0	1 0	_	0.00	_	_	
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3 0	<u> </u>	0.0		0.00	0.0	4 0	_	0.00	_	Ct: _	0.0
4 0502	3	0.0		0.00	0.0	5 0		0.00		Kh: _	0.0
5 0		0.0	0	0.00	0.0	PD=Avg	.Rate x	3.6 x Pt x Ct x	Kh=	kW (t	o 0.00)
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			his Coefficient (Ti with this meter.	FM or PCC) wil	l be utilized to	Serial			.K INFORMATION 50231724	` ,	10136
Requester Nai		sociated w	vitii tilis illeter.				-	anv LAMAR	LIGHT & POWER	Multiplier:	1
USER CO			Name/Entity		RON PETERSO				-1	(719) 688-36	68
					approved by the Sta		o cond.				
		-			ducted measurement	•				•	-
by the Rules	/Program	Standard.	I understand that	falsifying this	test can subject me	to a fine of u	p to \$50	00.			
Tostor Nan		7	au Diah		Date of Well T	ost. 05/2	7/202	2 Took 11	otor Corial No :	N5K1/1	20T



COMMENTS:

WELL PUMPS DIRECTLY TO A CENTER PIVOT. FLOW WAS ALLOWED TO STABILIZE AFTER REPAIRS, BEFORE TEST CONDUCTED.





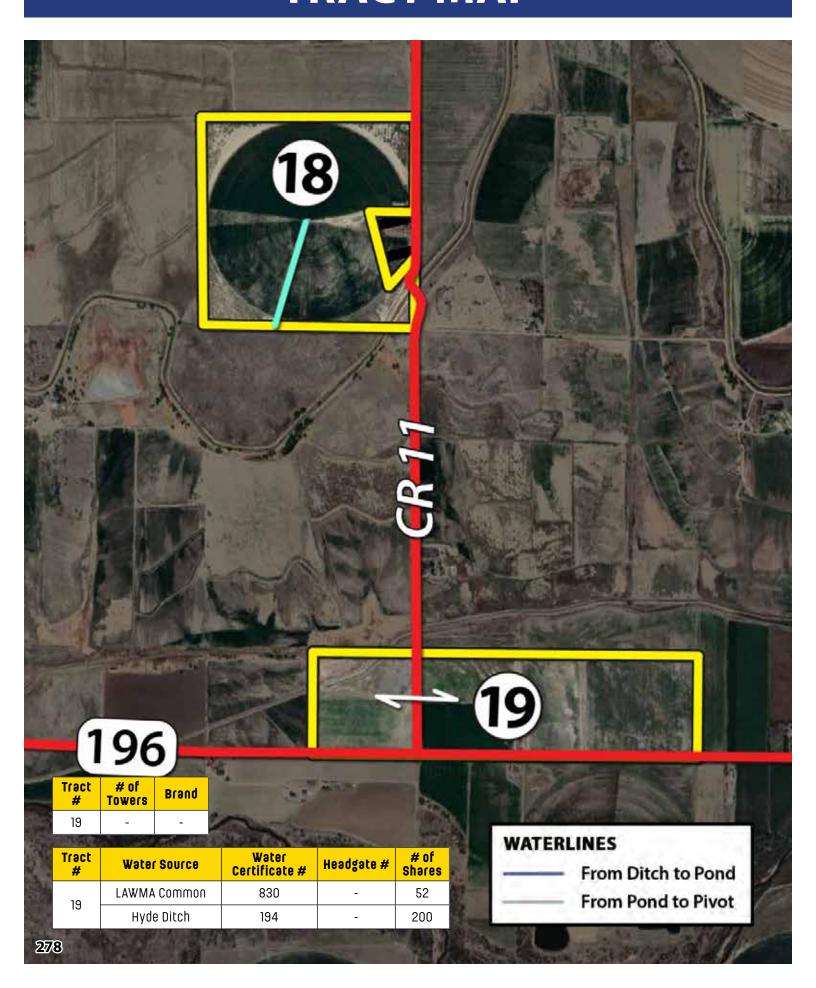




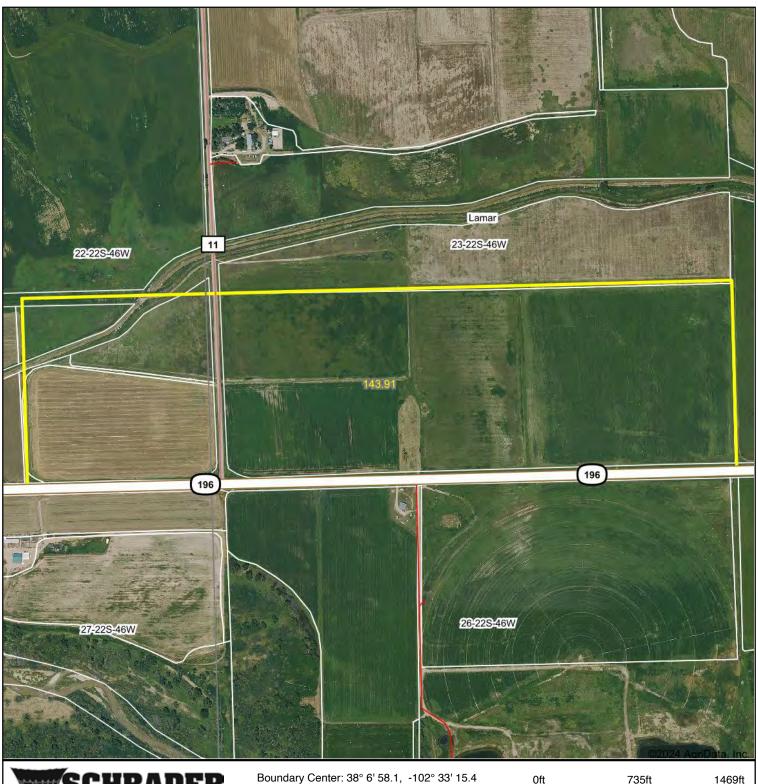
Page 2 - Ver. 02/15/21

TRACT 19

TRACT MAP



FSA ACRES MAP





Boundary Center: 38° 6' 58.1, -102° 33' 15.4

23-22S-46W **Prowers County** Colorado





8/26/2024

279

FSA MAP



United States Department of Agriculture

Prowers County, Colorado



Common Land Unit

Cropland
Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2024 Program Year
Map Created March 11, 2024

Farm **2892**Tract **9775**

Tract Cropland Total: 98.79 acres

FSA MAP



Prowers County, Colorado



Common Land Unit Tract Boundary

Non-cropland Cropland

Wetland Determination Identifiers

Restricted Use

Limited Restrictions

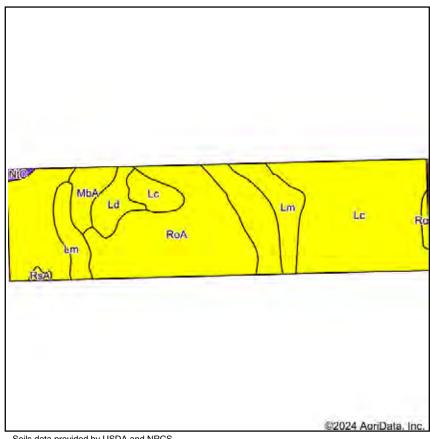
Exempt from Conservation **Compliance Provisions**

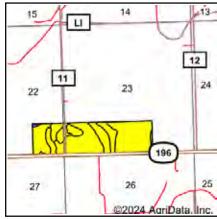
2024 Program Year
Map Created March 11, 2024

Farm **2892** Tract 9776

Tract Cropland Total: 29.89 acres

SOIL MAP





Colorado State: County: **Prowers** 10-22S-46W Location:

Township: Lamar Acres: 143.91 Date: 7/19/2024







Soils data provided by USDA and NRCS.

Area S	Symbol: CO099, S	oil Area	Version: 2	3										
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Grain sorghum Bu	Wheat Bu	Wheat Irrigated Bu	Winter wheat Bu	Winter wheat Irrigated Bu
Lc	Las clay loam	77.31	53.7%		IVw	IIIw	6		110	25			20	45
RoA	Rocky Ford clay loam, 0 to 1 percent slopes	39.42	27.4%		IVc	IIIe	6	180	100			75		
Lm	Las clay loam, saline	14.53	10.1%		IVc	IVs	3	60	60			40		
Ld	Las clay loam, clay substratum	5.70	4.0%		IVw	IVw	3.5	60	65			45		
MbA	Manvel silt loam, terrace, 0 to 2 percent slopes	5.57	3.9%		IVc	IIIe								
NtC	Numa clay loam, 3 to 5 percent slopes	0.74	0.5%		VIc	IVe								
RsA	Rocky Ford clay loam, sand substratum, 0 to 1 percent slopes	0.64	0.4%		IVc	IIIe	5	150	100	19	20	70		
			Weighte	d Average	4.01	3.15	5.3	58.4	95.6	13.5	0.1	26.7	10.7	24.2

LAWMA WATER CERTIFICATE



HYDE DITCH WATER CERTIFICATE

MUTUAL HYDE DITCH ASSOCIATION C/O 11750 COUNTY HWY 196 LAMAR, CO 81052

February 28, 2019

Reyher Enterprises P O Box 15 McClave CO 81057

The assessments for the 2019 watering season will be \$8.00 per share as discussed at the annual meeting; the interest charge of 24% annually will remain in effect as well.

Assessment notices mailed on March 1st are due and payable by March 15th and are considered delinquent by April 1, 2019. If assessment has not been paid **no water will be received** and interest starts accruing on April 1 until assessments are paid in full.

The 2019 assessments at \$8.00 per share and are due and payable upon receipt of this notice.

Shares: Reyher

200

Amount Due:

\$1,600.00

Payment must be received on or before March 31, 2019.

Enterprises

Total amount due to the Hyde is:

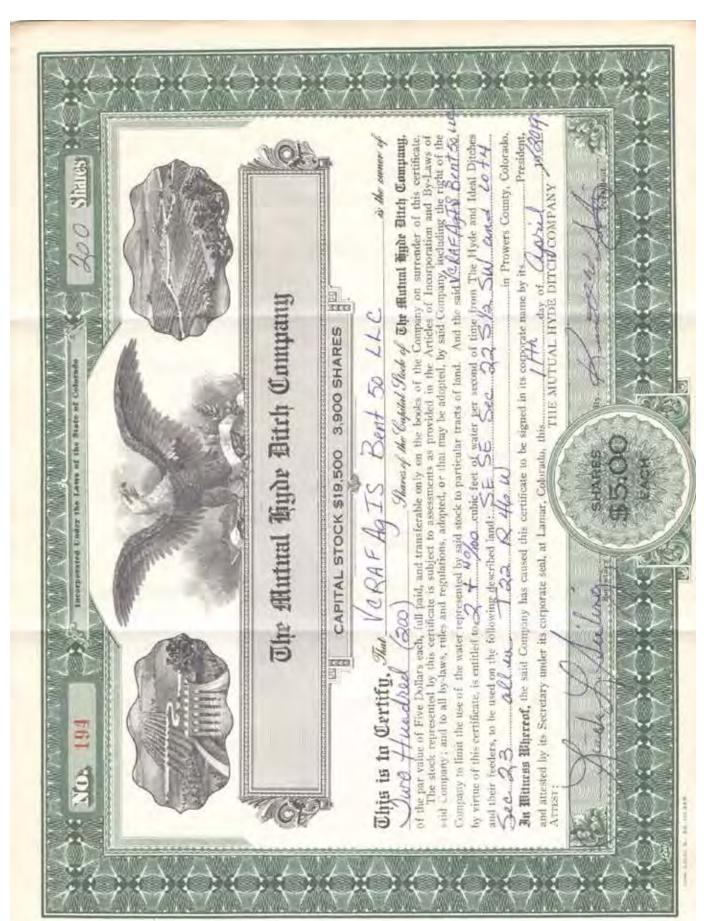
\$1,600.00

Thank You

Sincerely,

Linda L. Seiling Secretary

HYDE DITCH WATER CERTIFICATE



HYDE DITCH WATER CERTIFICATE



WATER SUMMARY

Augustine Esim (Tract 19)

The Augustine Farm shown on Figure 17 (in the previous assessment report referred to as Farm 17) is irrigated from 200 shares of Mutual Hyde Ditch Company (Hyde Ditch) stock (200 shares on No. 186). This farm is in the SE ¼, SE ¼ of Section 22, the S ½ of the SW ¼ and Lot 4 of Section 23, Township 22 South, Range 46 West of the 6th P.M. in Prowers County. The description of the farm location as currently mapped in Figure 17 is accurately reflected on the Hyde Ditch stock certificate obtained in 2018.

No.	No. of Shares	Legal Description On Certificate
188	200	SE 1/4 SE 1/4 Sec. 22, S 1/5 SW 1/4 and Lot 4 Sec. 23

Based on aerial 2023 aerial photography (background for Figure 17) there are no center pivots installed on the farm. HWE has included the latest parcel information developed by the DEO that identifies the Parcel Id. No. for each parcel and the irrigation type (flood or dry). The DEO has identified on the Augustine Farm 80.84 acres flood irrigated and 55.72 acres considered dry for a total of 136.56 acres on the farm in 2023. Since no sprinklers have been installed on

Page 12 of 15

this farm that delivers Hyde Ditch water to the fields, this farm is not included in an irrigation improvement Rules plan.

There are 3 LAWMA structures located on this farm and all 3 are within LAWMA's Rule 14 Plan. These wells are considered alluvial wells and receive an annual allocation of pumping from LAWMA based on the 52 LAWMA common shares assigned to the wells. The following is information from LAWMA on the 3 structures:

WDID No.	Structure Name	LAWMA Plan	LAWMA Common Stock	LAWMA Preferred Stock		
6705416	Arkansas Valley Feed 1	Rule 14 Plan	31	0		
6705417	Arkansas Valley Feed 2	Rule 14 Plan	18	0		
6705438	Well No 11199R	Rule 14 Plan	0	0		

All 3 wells are within Farm Unit 86.1 per the DEO. WDID No. 6705438 is an inactive well, therefore, no LAWMA common shares were assigned to this well. These shares are included in as part of LAWMA stock Certificate No. 830.

The average farm headgate deliveries in acre-feet by month and annually for the Augustine Farm's 200 Hyde shares are as follows:

												Annual
0.6	1.1	4.4	17.6	29.5	35.6	41.6	33.0	27.2	20.9	5.5	2.0	219.0

The average annual farm headgate delivery equates to 1.10 acre-feet per share (219.0 acrefeet / 200 Hyde Shares).

Assuming an average allocation to LAWMA common shares of 77% the average pumping allocation to the 49 LAWMA shares located on the Augustine Farm would be 130.73 acre-feet ({49 LAWMA common shares x 77% allocation} / {78% location factor x 37% depletion factor}). Further explanation of the numerous factors is described in the LAWMA section below.

MAY 8 1961 AUG 1 6 1968 521 5	
MAI 2 3 186)	ORADO ESOURCES
Form E (Rev.)	FRADO UUSUEUSIA
Index No234 V DIVISION OF WATER R OFFICE OF THE STATE	ESOURCES E ENGINEER GROUND WATER
IDWD GROUND WATER S	RECTION GROUND WAT 1961
1 Transfer	COL - " EN SEM
LOG AND HISTORY	OF WELL STATE ENGINEE
PROUT NO. 2	CONTRACTOR OF THE RESIDENCE OF THE PARTY OF
Augustine - Ogden Cattle Company	and the second of the second o
dba Augustine Farms & Feed Lot, In	
Lamar, Colorado	. W 6
Tenant :	Twp. 22S, Rge. 460 42PM
The day Oan '4'	LOCATE WELL ACCURATELY
1 Used for Ingation	IN THE SMALL SQUARES REP-
on or by S. Se 22 +5 1/2 Sec 4 Sec 8 23 -12-46	PRESENTING 40 ACRES
on or by S. S. 22 45 1/2 Suc 4 Suc 5.23 -12-46 (description of site or land)	AT .
Date Started 8 - 2, 19 6	N
12.00	
Date Completed 8-24, 1960	
Date Tested march >5, 196/	├
••	
Yield 700 gpm cfs	W 22 E
Pump type Jurine Outlet Size 10"	
<u> </u>	
Driven by Tractor HP@RPM/200	
Depth to Water of Ft. Draw down T. Ft.	
Depth to Inlet 32 Ft.; Bowl 32 Ft.	S
Depth to Inlet 32 Ft.; Bowl 32 Ft.	
Size and Kind of Casing: / 6 in	If the above is not applicable fill in:
· · · · · · · · · · · · · · · · · · ·	III in:
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rrom to rype wt.	
From to Type Wt	Street Address or Lot & Block
	Sifeet Address of Dot & Diock
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From 18 to 38 Type bine	(if known)
From to Type Size	How Drilled:
	now in the A
From to Type Size	Coole last ria.
Well description: Total Depth 3 9 Ft.	
Well description. Total Dopan Or	REMARKS
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Tikla (Cementing, Packing, Type of
Diam. (from to in.	Shut-off, Depth to Shut-off, etc. PUT LOG OF WELL ON RE-
(from to in.	VERSE SIDE

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			(AI	LOG OF V		:
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_		ft, to	ft.		$\left\ \left(\lambda_{1}^{2} \right)^{2} - \lambda_{1}^{2} \right\ _{\mathcal{L}_{2}} \leq \left\ \left(\lambda_{1}^{2} \right)^{2} - \lambda_{2}^{2} \right\ _{\mathcal{L}_{2}}$	
	J. J.	ft. to	ft.	• •		
		ft, to	ft.		0 0	$\mathbf{x}_{i} \in \mathbb{R}^{n \times n \times n} \times \mathbb{R}^{n \times n \times n}$
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				XX.	Kara tanah	- W
		9	•			

THIS FOR MET BE SUBMITTED PRIOR TO

THE EXPIRATION OF THE PERMIT. TYPE OR	300 Columbine Bldg., 1845 Sherr		A0111212
PRINT IN BLACK INK. COPY OF ACCEPTED	Denver, Colorado 80203	man 51.	(6189) A 1878
STATEMENT MAILED On request.			APR 1974
FOR OFFICE USE ONLY	TATEMENT OF BENEFICIAL USE O		RECEIVED 50
Div. 2 Cty. 50	AMENDMENT OF EXISTING RECORD	,	WATER RESOURCES STATE BINGINEER
	PERMIT NUMBER		COLO, COLO,
STATE OF COLORADO	SS. Water Con	W-3044	656 AC 1
COUNTY OF	SS.		
		OCATION OF WELL	
The state of the s	1 stan	0	-
THE AFFIANT(S) whose mailing	m zakyouna tar	County Tarwell	<u> </u>
address is	65	SE % of the _	SE 14, Section 22
. Wellan	1/2 8/157	P 27	ng. 46 N. 6 P.M.
City	1	wp. (N OR S) , Rr	ng. 76 (E OR W) / 6 P.M.
being duly sworn upon oath	, deposes and says that he (they) is (are) the a	wner(s) of the well o	lescribed hereon; the well is
located as described above	, at distances of feet from the	The section line of	and 1305 for the star
/	- 100mm (100mm) (100		11. 202-11. 12. 11. 11. 12. 12. 12. 12. 12. 12.
section line; wo	ater from this well was first applied to a beneficial	use for the purpose(s) described herein on the
day of 4/-3	1961; the maximum sustained pumping rate of t	he well is	allons per minute, the numping
_			
rate claimed hereby is	gallons per minute; the total depth of the	well isfe	et; the average annual amount
of water to be diverted is 🛓	458 acre-feet; for which claim is hereby ma	ide for Langa	Tién
. *** , Names		\mathcal{I}	
	purpose(s); the legal description of t	_	water trom this well is used is
SE & Su 23	fswy Su 23 Tur 22	S KYLW	which totals
20 100	s illustrated an the map on the reverse side of this		was completed to compliance
	erefor; this statement of beneficial use of ground		
(have) read the statement:	s made hereon; knows the content thereof; and t	hat the same are tru	ue of his (their) knowledge.
S	ntegrano In po Heat tropy	P_{i}	51373
Signature(s)	nkytuno Lor by / Year Tryby / 1	-	
to before me on this	Foy of april 1974	FOR	DFFICE USE ONLY
	My Commission Expires Feb. 22,1977	Court Case No.	
My Commission Expires: -	my Commission Expires Feb. 22, 1971		¼, ¼, ¼,
2 2	Let W. Brace	şec	¼, ¼, ¼,
	NOTARY PUBLIC	Well Use <u>6</u>	
ACCEPTED FOR FILING E PURSUANT TO THE FOLL	BY THE STATE ENGINEER OF COLORADO	Dist. 67 Rosin	n, Man. Dis,
TORSOMNITO THE FULL	TOWING CONDITIONS:		
		Prior.	Mo Day Yr

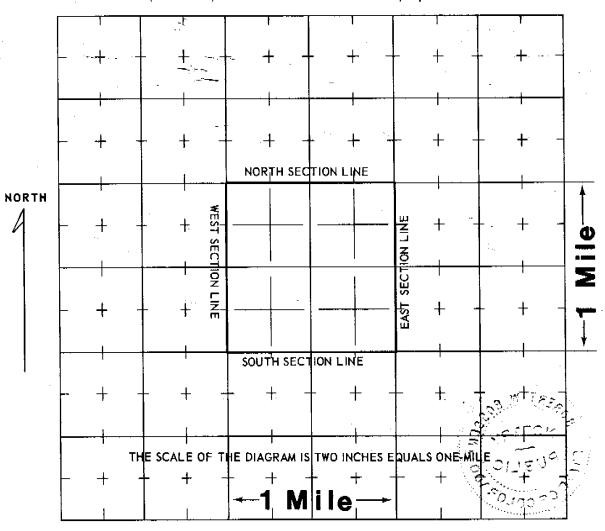
DATE

STATE ENGINEER

			•	
Well drilled by		Lic.	No	
Pump installed by		Lic.	No	
Meter Serial No.	Flow Meter	Electric Meter	☐ Fuel Meter	
Owner of land on which water is being used				

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

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



WATER EQUIVALENTS TABLE (Rounded Figures)

An acre-foot covers I acre of land I foot deep.

1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm).

1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.

1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

100 gpm pumped continuously for one year produces 160 acre-feet.

orm_C(Rev.) 56/5M	APPLICATION FOR US	COLOR ADO SE OF GROUND WAT cil or Typewriter)	ER	AUG 1 1 1969 ROUND WATER SECT.
Applicant KEITH L. P.O. Address Sox 6	RISING	CountyPRO	WERS	COLORADO
Quantity applied for	AF Storage Purposes	SE 1 , 1 SE , 1 Rge. 46W , 61		OR
SEASE SECTION ON AL ACRES IN S	TION 22, AND WEST 106	Street Address o		
Hole size: 20 " in. to	DATA OF WELL	Town	or Subdivision	on.
Perf. 6 in.	from to ft. from 20 to 40 ft. from to ft. Outlet	w 32	E	Locate well in 40 acre (small) square as near as possible.
Use initiation date_ (Use Supplemental pa	ages for additional data)	S	o Indus	-
	700-F 2 11 1960 19	\$25.00 fee requi Commercial or Applicant Agent or Driller CAMP 0	Irrigation use	No. 7399
NOTE - SATISFACT	TORY COMPLETION REQUI	Address Spring RED FOR APPROVAL		

MONTGOMERY & LITTLE

ATTORNEYS AT LAW 2300 WESTERN FEDERAL BAVINGS BUILDING

17TH AND CALIFORNIA STREETS DENVER, COLORADO BOSOS

ROY E. MONTGOMERY ROBERT R. MONTGOMERY DAVID C. LITTLE RANDOLF H. AIRES

April 16, 1968

TELEPHONE 825.8104 AREA CODE 303



Colorado State Engineers' Office 1845 Sherman Denver, Colorado

Gentlemen:

The records of the Underground Water Section of your office reveal that permit Nos. P-2700 and P-3061 for certain water wells therein specified stand at the present time in the name of Keith Rising of Lamar, Colorado. Please be advised that the ownership of the land in which these wells are located and the wells themselves have been transferred to the Augustine - Ogden Cattle Company, doing business as Augustine Farms & Feed Lot, Inc. of Lamar, Colorado.

Will you please record the fact of transfer which took place on March 7, 1962, and note in your records the ownership as indicated. I am enclosing as fee for the recordation of this transfer the amount of \$2.00 represented by the check of the Augustine Farms & Feed Lot, Inc. drawn on the First National Bank of Lamar, Colorado. Receipt # 3324

Very truly yours,

DCL:mc

Enc. (check)



WELL PERMIT NUMBER 2700-F RECEIPT NUMBER 9092492

ORIGINAL PERMIT APPLICANT(S)

RUYHER ENTERPRISES INC & AUGUSTINE

APPROVED WELL LOCATION

Water Division: 2 Water District: 67

Designated Basin: N/A Management District: N/A

County: PROWERS

Parcel Name: N/A Physical Address: N/A

SE 1/4 SE 1/4 Section 22 Township 22.0 S Range 46.0 W Sixth P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 713859.9 Northing: 4221501.7

See the original well permit file for permit conditions of approval and additional details. The original permit file can be viewed using the Well Permit Search Tool at www.water.state.co.us

Date Issued:

Issued By Expiration Date: N/A

PERMIT HISTORY

08-17-2018 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO VCRAF AGIS BENT 50 LLC

(WARLICK, KENNETH L.)

RECEIVED/LOGGED 5/18/22 IGV

5/20/2022 DGD

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						WELL INF				Well Des	cript	tion ARKANS	SAS VAI		D 2 2700		
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COMMENTS:

WELL PUMPS INTO AN OPEN UNLINED DITCH FOR FLOOD IRRIGATION. TEST WAS CONDUCTED AFTER FLOW HAD STABILIZED.





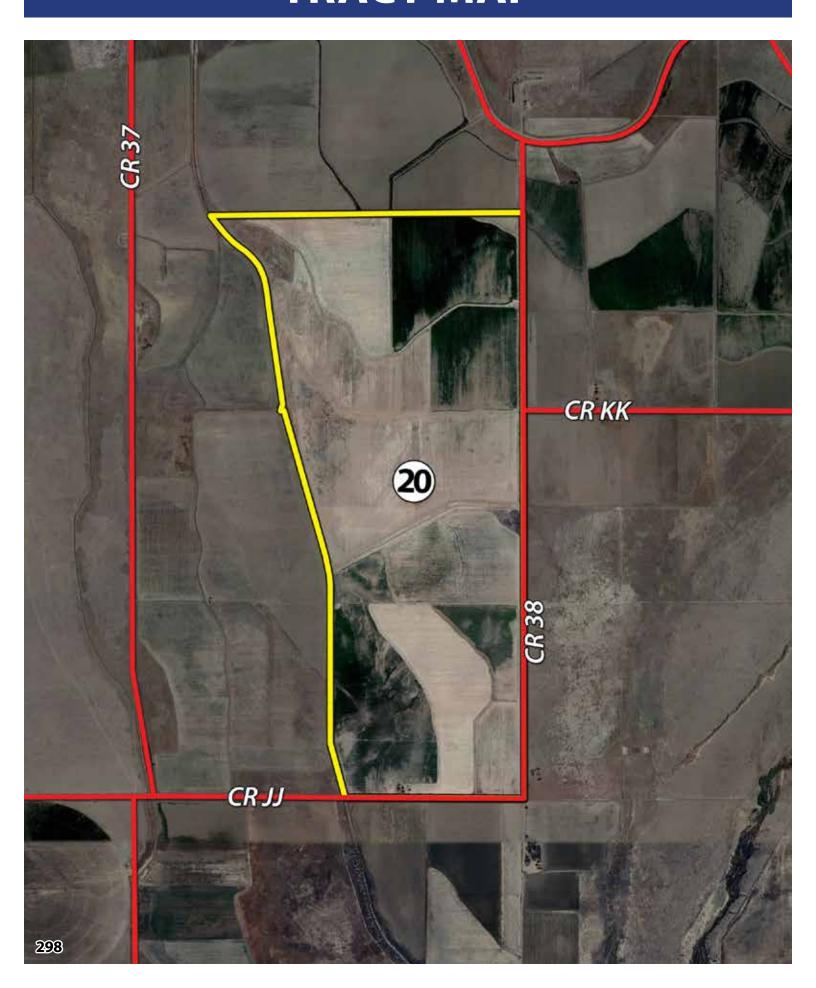




Page 2 - Ver. 02/15/21

TRACT 20

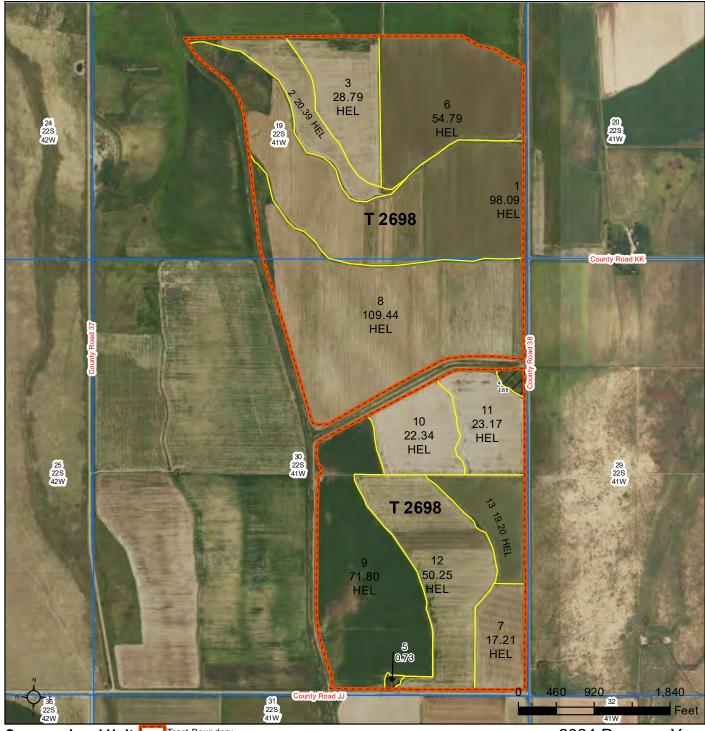
TRACT MAP



FSA MAP



Prowers County, Colorado



Common Land Unit Tract Boundary

Non-cropland Cropland

2024 Program Year Map Created March 11, 2024

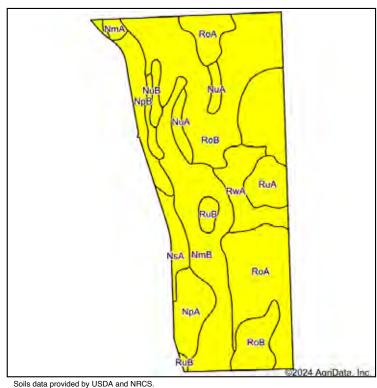
Farm **1030** Tract 2698

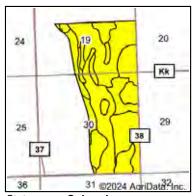
Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation **Compliance Provisions**

Tract Cropland Total: 515.47 acres

SOIL MAP





State: Colorado
County: Prowers
Location: 30-22S-41W

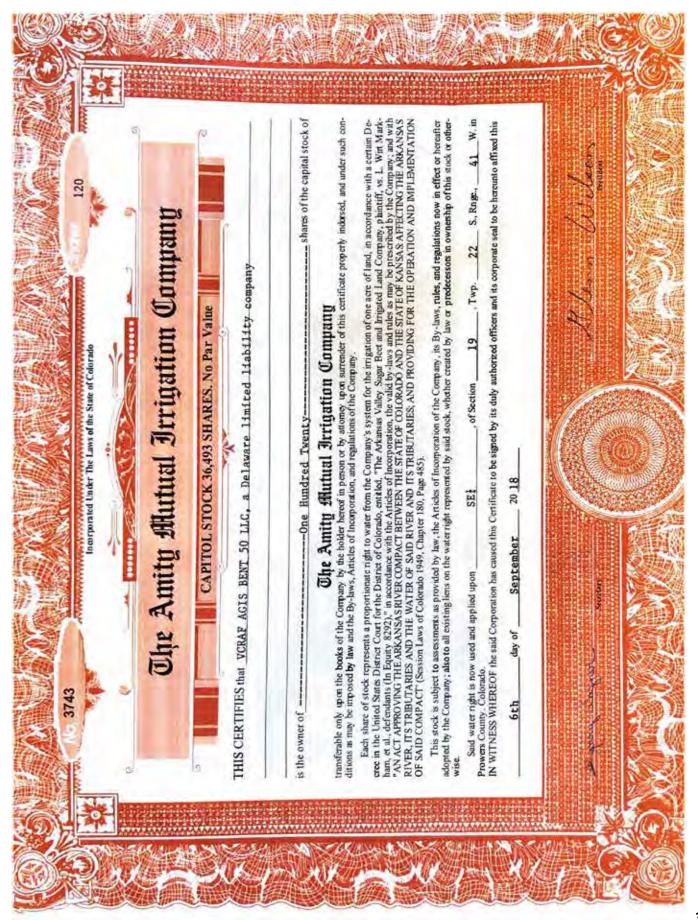
Township: **Holly**Acres: **554.08**Date: **7/19/2024**



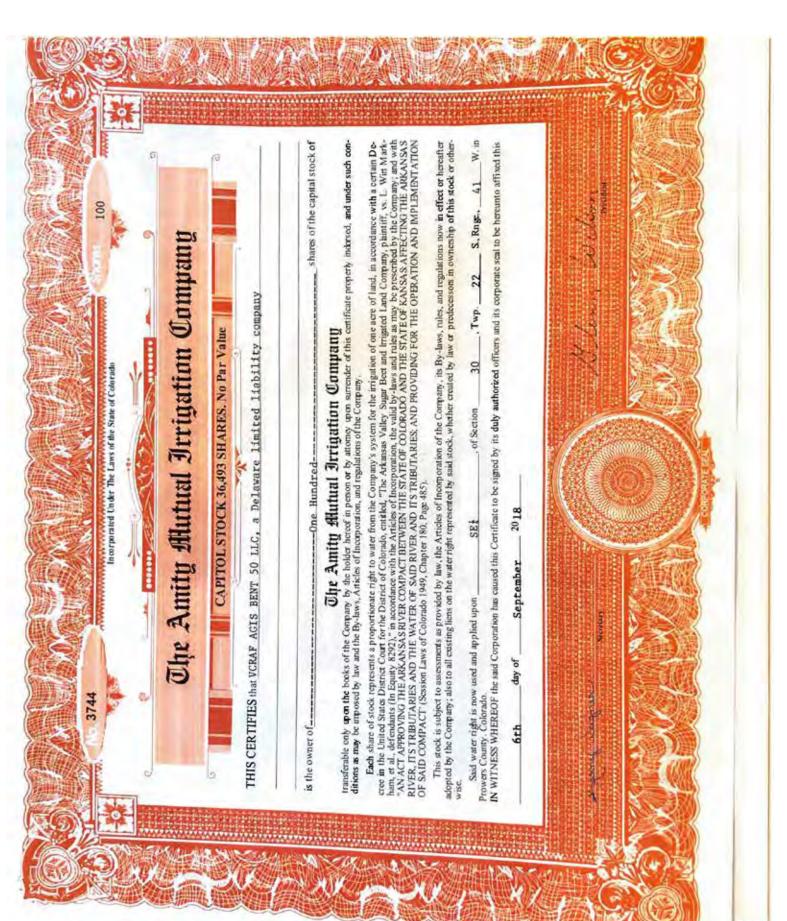




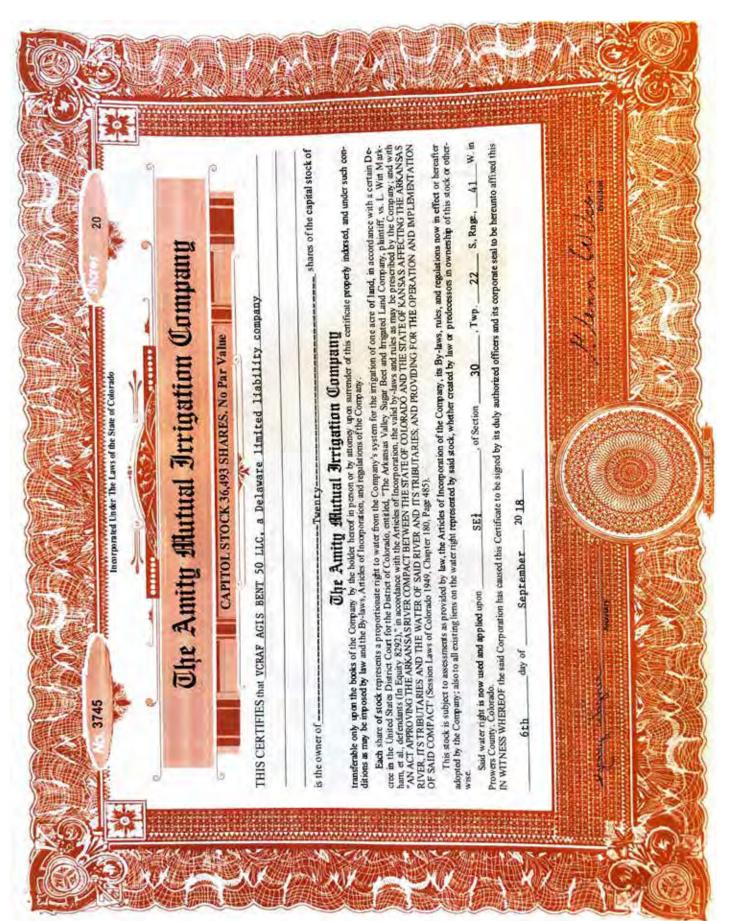
Area S	Symbol: CO099, Soil Ar	rea Versio	on: 23									
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Irrigated Tons	Barley Irrigated Bu	Corn Irrigated Bu	Grain sorghum Irrigated Bu	Wheat Bu	Wheat Irrigated Bu
RoB	Rocky Ford clay loam, 1 to 3 percent slopes	156.19	28.3%		IVc	Ille	5.5		175	95		7
RoA	Rocky Ford clay loam, 0 to 1 percent slopes	134.03	24.2%		IVc	Ille	6		180	100		7
NmB	Nepesta clay loam, 1 to 3 percent slopes	97.11	17.5%		IVc	Ille	4	55	120	65	18	5
RwA	Rocky Ford clay loam, wet, 0 to 1 percent slopes	33.40	6.0%		IVw	IIIw	4		110	70		5
NpA	Nepesta clay loam, saline, 0 to 1 percent slopes	29.63	5.3%		IVw	IVw	3		75	55		41
NpB	Nepesta clay loam, saline, 1 to 3 percent slopes	26.02	4.7%		IVw	IVw	3		75	55		41
RuA	Rocky Ford clay loam, saline, 0 to 1 percent slopes	20.55	3.7%		IVw	IIIw	3		85	65		41
NsA	Nepesta clay loam, wet, 0 to 1 percent slopes	16.94	3.1%		IVw	IVw	3		75	55		40
NuA	Numa clay loam, moist, 0 to 3 percent slopes	14.54	2.6%		IVc	Ille						
RuB	Rocky Ford clay loam, saline, 1 to 3 percent slopes	7.84	1.4%		IVw	IIIw	3		85	65		40
NuB	Numa clay loam, saline, 0 to 3 percent slopes	6.85	1.2%		IVw	IVw	2.5		50	55		4:
NuC	Numa clay loam, moist, 3 to 5 percent slopes	6.48	1.2%		IVe	IVe						
NmA	Nepesta clay loam, 0 to 1 percent slopes	4.50	0.8%		IVc	Ille	4.5	55	120	70	20	5:
			Weigh	nted Average	4.00	3.16	4.6	10.1	136.3	78.4	3.3	59.



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n and lien created by this	satisfaction in full of the obligation	owledge	by ackno	here	Book	ni bəb	ECEIVED,	R VALUE R	FO
LS	IARY UNDER DEED OF TRUE	ENERIC	виоз	PACE	отяс	BAM	KELEASE		
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The Amity Mutual Irrigation Company		Certificate Ro.	Hor				VCRAF AGIS BENT 50 LLC, elaware limited liability c		Se
€9		GET	(4)				lawa		
War volume and the	AND DESCRIPTION OF THE PROPERTY PARTY FOR		Terminal Control	EWIN	ALT PER	e e e	Wa name	William.	EWS PE
Company Committee		EAN PAGE	Vector	1 PASE	S IV	CHAM F	A. March	S. Least	545 IV
	SON SON	建	(gradulta)	EWESA	A series	90 B	Witness (A)	A Comment of	Weber
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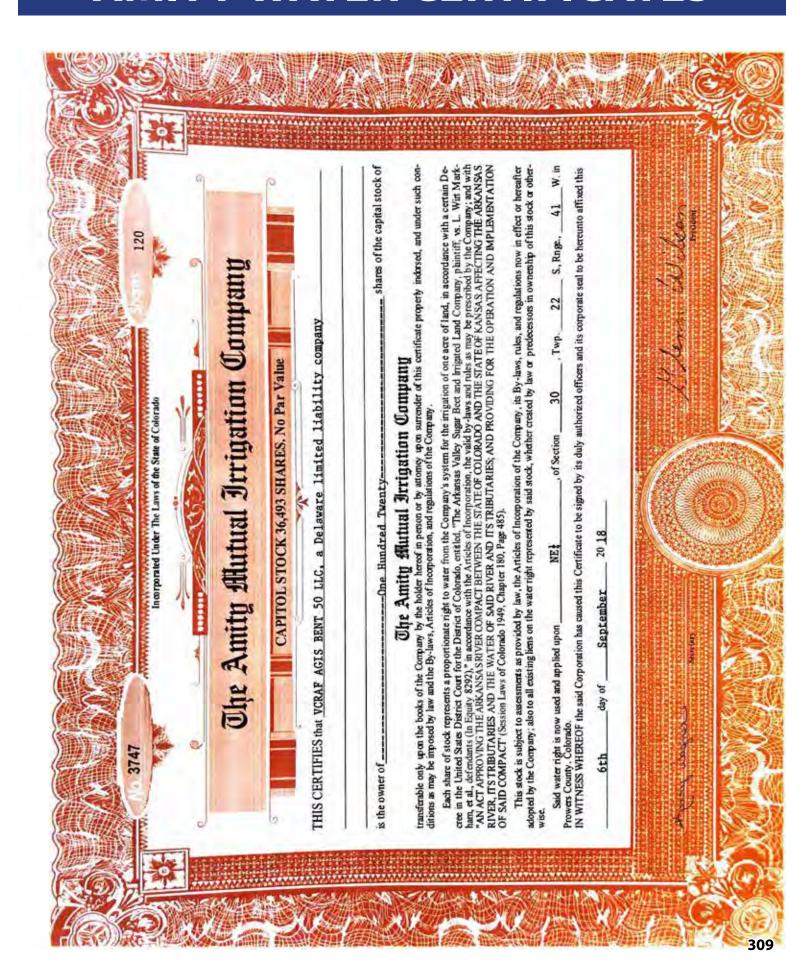


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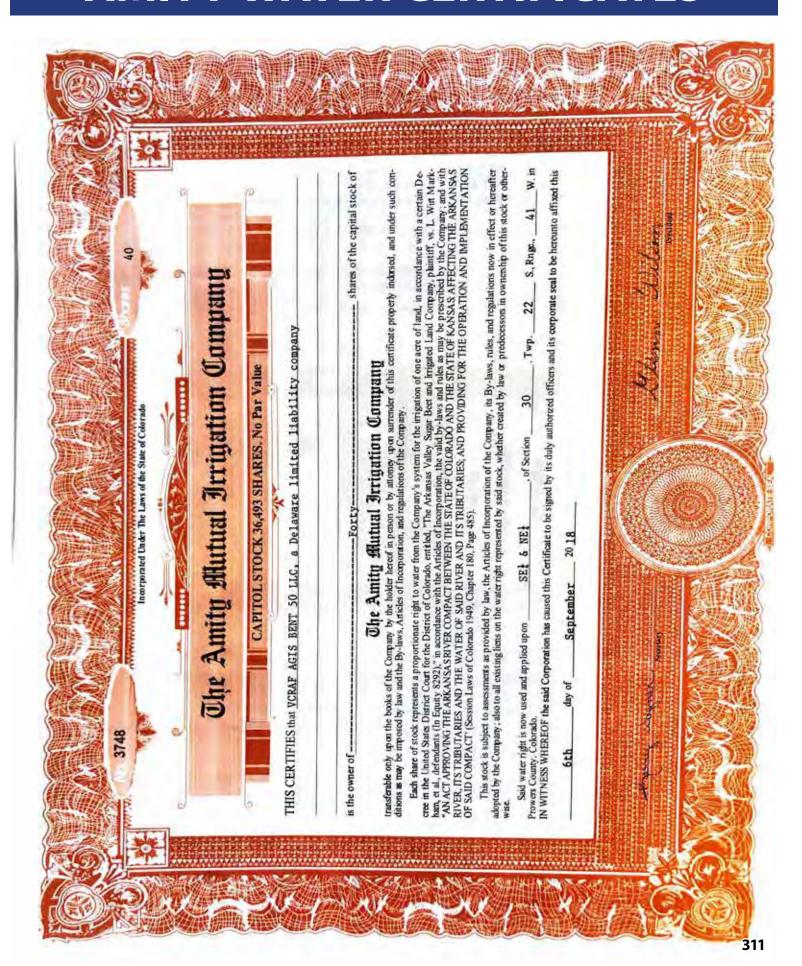
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WATER SUMMARY

Amily Farm (Tract 20)

Page 13 of 15

The Amity Farm shown on **Figure 19** (in the previous assessment report no Farm number was identified) is irrigated from 420 shares of Amity Canal stock (120 shares on No. 3743, 100 shares on No. 3744, 20 shares on No. 3745, 20 shares on No. 3746, 120 shares on No. 3747, and 40 shares on No. 3748). This farm is in the SE ½ of Section 19 and the E ½ of Section 30, Township 22 South, Range 41 West of the 6th P.M. in Prowers County. The description of the farm location as mapped in **Figure 19** is reflected on the Amity Canal stock certificates as follows:

Certificate No.	No. of Shares	Legal Description on Certificate
3743	120	SE ¼ of Section 19
3744	100	SE 1/4 of Section 30
3745	20	SE 1/4 of Section 30
3746	20	SE ¼ of Section 19
3747	120	NE 1/4 of Section 30
3748	40	SE 1/4 & NE 1/4 of Section 30

Based on aerial 2023 aerial photography (background for Figure 19) there are no center pivots installed on the farm. HWE has included the latest parcel information developed by the DEO that identifies the Parcel Id. No. for each parcel and the irrigation type (flood or dry). The DEO has identified on the Amity Farm 211.24 acres flood irrigated and 294.08 acres considered dry for a total of 505.29 acres on the farm in 2023. Since no sprinklers have been installed on this farm that delivers Amity Canal water to the fields, this farm does not need to be included in an Irrigation Improvement Rules plan.

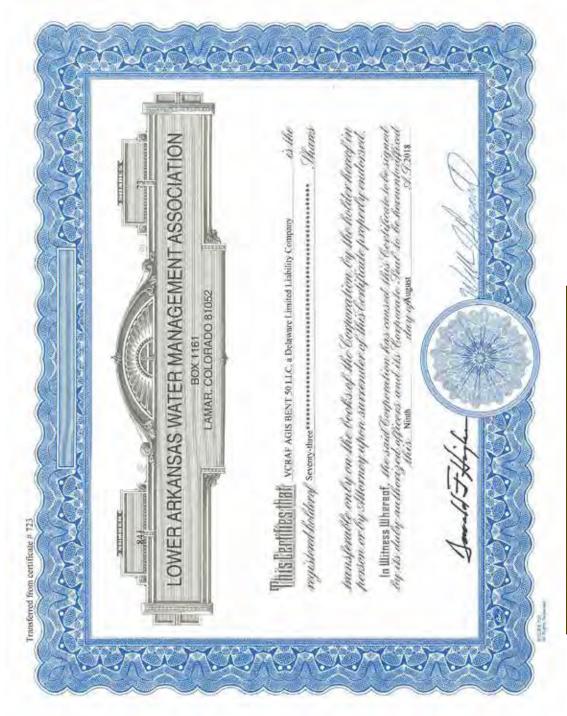
The average farm headgate deliveries in acre-feet by month and annually for the Amity Farm's 424 Amity Canal shares are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
0.0	0.0	4.4	62.2	111.9	116.9	119.4	103.5	74.7	46.1	3.1	0.0	642.2

The average annual farm headgate delivery equates to 1.53 acre-feet per share (642.2 acre-feet / 424 Amity Shares).

TRACTS 21-26

LAWMA CERTIFICATE



Tract 21	Tracts of Isolated LAWMA Shares
Tract 22	10 LAWMA Common Shares
Tract 23	10 LAWMA Common Shares
Tract 24	10 LAWMA Common Shares
Tract 25	10 LAWMA Common Shares
Tract 26	5 LAWMA Common Shares







SCHRADER REAL ESTATE & AUCTION CO., INC.

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