

REAL ESTATE PURCHASE CONTRACT

This real estate purchase contract ("Contract") is dated effective _____, 2022, between **GAIL McCAULEY, as Personal Representative of the Estate of Juanita L. McCauley, a/k/a Juanita Lorene McCauley, a/k/a Juanita McCauley, deceased** as Seller, and _____, as Buyer.

1. For And In Consideration of the payment of \$_____ ("Earnest Money Deposit") paid by Buyer which amount shall be nonrefundable, and the mutual covenants of the Contract, Seller hereby agrees to sell to Buyer and Buyer agrees to purchase the property described as: **See Attachment to Contract; County of Weld, State of Colorado [Assessor's Parcel #096124100006 Account# R6786662]** (the "Property").

2. The closing date of this Contract shall be on or before **August 10, 2022** (the "Closing Date").

3. The Contract Price (the "Contract Price") for the Property shall be _____ **DOLLARS (\$_____ .00)**.
The Contract Price shall be paid in the following manner:

- A. **\$100,000.00** Earnest Money Deposit nonrefundable deposit paid on the Effective Date of this Contract to Seller which deposit shall be applied to the Contract Price; and
- B. **\$_____ .00** The balance of the total Contract Price shall be paid in cash or by immediately available funds (*e.g.* wire transfer through Seller's title insurance company, Stewart Title) at Closing.

4. On the Closing Date title shall be merchantable in Seller for the above-described Property. Seller at Seller's expense agrees to furnish Buyer on or before seven days prior to the Closing Date hereinafter provided a current commitment for a title insurance policy in standard form issued by Stewart Title Insurance Company. The title company will deliver a title insurance policy to Buyer after the Closing Date. Seller shall pay the base premium thereon and Buyer shall pay the cost of any endorsements or additional coverages.

5. Seller shall execute and deliver on the date of Closing to Buyer a good and sufficient Personal Representative's Deed conveying the property free and clear of all liens, encumbrances, taxes, and special assessments, except general taxes for the year of Closing of the Property payable January 1st of the following year and any unpaid special assessments, if any, which Buyer will assume. The conveyance will be subject to easements and rights-of-way in use or of record, zoning, land use, patent restrictions, agreements, or other matters in use or of record and all other matters shown on the title insurance commitment.

SPECIAL TAXING DISTRICTS. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DIS-

TRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

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

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

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

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

6. Real estate taxes for the year of Closing, based upon the prior year's assessment, shall be apportioned to the Closing Date, and shall be considered as final.

7. Possession of the Property will be conveyed subject to the existing Farm Lease of the Property with Buderus Farms. Seller shall retain the landlords share of the 2022 crop.

8. The transaction shall be closed (Closing) by payment of the requisite sums and delivery of said Deed, and compliance with the remaining terms of this Contract on the above Closing Date. The Seller and Buyer shall equally share the cost of closing of this transaction by the title insurance company.

9. Property Condition. Buyer accepts the Property in its current condition as of the Closing Date, "AS IS" with all faults and without any warranties, either express or implied. Seller specifically disclaims all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose and habitability. Buyer acknowledges that as of the date of the Contract and the Closing Date that Buyer or Buyer's agent(s), or both, have carefully and thoroughly made every investigation and inquiry concerning all aspects of the Property which are or may be of concern to Buyer, including, but not limited to the price, the location of the boundaries, any encroachments on the Property, the nature of the soil and its permeability or nonpermeability

and its expansiveness, the status of all utility services, the obligation respecting sewer, water, natural gas, communications, telephone, and road service, the visible easements and rights-of-way, the status of minerals on or under the Property, the zoning classification and building codes and permits and the requirements thereof, compliance with all local, state and federal laws regarding hazardous materials including, but without limitation, lead based paint, radon, termites and asbestos, and all other matters that are of interest or concern to Buyer. Buyer affirms that neither Seller nor Seller's agents and attorney have made any representation or warranties regarding any of the said matters. Buyer acknowledges that Seller, as Personal Representative of the estate has no personal knowledge or information about the condition of the Property; and that any information in any Seller's Property disclosure is based merely upon the personal knowledge of the Personal Representative that is only of limited scope. No claim against Seller may be made by Buyer or may be based on the contents of any Seller's Property disclosure or marketing publications.

10. The Closing Date of this transaction shall be at the title insurance company office at an hour designated by Seller.

11. To the extent necessary to carry out all the terms and provisions hereof, the said terms, obligations and rights set forth herein shall be deemed not terminated at the time of Closing or necessarily merge into the various documents executed and delivered at such time.

12. This Contract shall be construed according to its fair meaning and as if prepared by both parties hereto and shall be deemed to be and contain the entire understanding between the parties. Each of the parties agrees to execute such documents as are necessary to complete the terms and provisions of this Contract. No alteration of this Contract shall be binding on the parties until reduced to writing and signed by all the parties.

13. It is further understood and agreed that time is of the essence of this Contract. Should Buyer fail to make any of the payments or perform any of the covenants, agreements, or terms and conditions herein provided, Seller may, at its election, upon giving ten days' written notice to Buyer at the address stated in the Contract of Seller's intention so to do, declare this Contract canceled, terminated, and forfeited, and all payments theretofore made shall be thereupon no longer applicable to the Contract Price. The foregoing provision shall not be the sole remedy of Seller, and Seller may elect to pursue an action either at law or in equity for specific performance, or for damages, or any combination of such remedies, this provision in no way limits the recourse of Seller against Buyer for default under the terms hereof. Should Seller bring a court action, or should it employ an attorney to enforce any of the terms provided in this Contract, Buyer expressly agrees to pay all attorney fees, court costs, expert witness fees and any and all other costs incurred by Seller in enforcing the terms, conditions, provisions or agreements of this Contract.

14. This Contract shall be binding upon and inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto; provided that this Contract may not be assigned by Buyer except with the prior written consent of Seller which consent may be withheld for any or no reason.

15. Nonrecourse to Seller; Waiver. Buyer acknowledges and agrees that Seller has executed this Contract for the estate of the title holder and as Personal Representative of the estate, and not in Seller's individual capacity. The agreements of Seller contained herein shall only be enforceable against the equity in the land for the payment of any claim hereunder. By executing this Con-


tract, then Buyer agrees to look solely to the equity in the land for the enforcement of Buyer's rights hereunder. Buyer hereby waives any claim or any right to proceed for with enforcement of any of any of Buyer's rights hereunder against the Personal Representative, contractors, or agents, none of which shall be held to any personal liability of the Personal Representative. This clause shall survive the termination of this Contract and shall be binding on the Buyer and the Buyer's heirs, personal representatives, successors, and assigns.

16. Notices. Any notice, consent or other communication required to be made in writing under this Contract shall be sent via: (i) personal delivery; (ii) nationally recognized overnight courier (charges prepaid and with signature required upon delivery), or (iii) email (provided that a Party delivering notice in this manner must send the email with a delivery and read receipt request and follow up in a writing to the addressee via first class mail), in each case properly addressed to the persons specified below. Notices, consents, and other communications sent in accordance with the Contract are deemed delivered on the date of actual delivery. A Party may from time to time change its notice information by sending a notice in accordance with this Section. Notices shall be addressed as shown on the signature pages of the Contract.

IN WITNESS WHEREOF, all parties have executed this Contract effective on the effective date of the Contract.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

SELLER—GAIL McCAULEY, as Personal Representative of the Estate of Juanita L. McCauley, a/k/a Juanita Lorene McCauley, a/k/a Juanita McCauley, deceased

 _____
12678 Shiloh Road
Greeley, Colorado 80631
Phone: 970-630-5201
Email Address: princess7436@yahoo.com

And
Ted Carlson
Austin & Austin Real Estate
1863 65th Avenue, Suite 2
Greeley, Colorado 80634
Phone: 970-381-1499
Email Address: tcnoyb@reagan.com

And
Gail Coleman
Berkshire Hathaway- Greeley
4673 W. 20th St Unit B
Greeley, Colorado 80634
Phone: 970-381-4932
Email Address: gailwcoleman@msn.com

The Brokers are acting as Seller's Agent: A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller.

BUYER

~~☐~~ _____

~~☐~~ _____

Address:

Telephone:

Email:

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made this ___ day of ___, 2022, between **Gail McCauley**, the Personal Representative of the Estate of **JUANITA L. MCCAULEY, a/k/a JUANITA LORENE MCCAULEY, a/k/a JUANITA MCCAULEY**, Deceased, Grantor, and _____, (address) _____, Grantee:

WITNESSETH, that the said Grantee, for and in consideration of the sum of _____ DOLLARS AND OTHER VALUABLE CONSIDERATION, to the said Grantor in hand paid by the Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, and to Grantee's heirs and assigns, all of the following described lot or parcel of land, situate, lying and being in the County of Weld and State of Colorado, to-wit:

All of Decedent's interest in and to:

Lot B of Corrected Recorded Exemption No. 0961-24-1-RE2623, recorded April 26, 2022 at Reception No. 4821712, being a part of the North Half of the Northeast Quarter of Section 24, Township 5 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado,

EXCEPT that portion conveyed to the County of Weld in Deed of Dedication for Public Road Right-of-Way recorded April 23, 2014 at Reception No. 4011169.

together with two shares of the Lower Latham Ditch Company stock and two shares of the Lower Latham Reservoir Company stock, and one adjudicated irrigation well, case No. W3835, including pump and 15 hp motor. Said well adjudicated at 1.95 cu. ft. per second, known as the Nichols well, #1-11845;

[Assessor's Parcel #096124100006 Account# R6786662]

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any-wise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim and demand which the said Decedent had in said premises in Decedent's lifetime, either in law or equity, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said Grantee, Grantee's heirs and assigns, forever; and the Grantor covenants and agrees with Grantee, that Grantor has good right, full power and lawful authority to grant, bargain, sell, and convey the said premises in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature except 2022 taxes which Grantee assumes and agrees to pay, and except easements, restrictions, reservations or agreements in use or of record, if any, and:

1. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Property or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Property would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. 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 the Schedule B, Part I-Requirements are met.
6. All unpaid taxes, assessments, and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Property.
9. Rights of Way for State Highway 34 and Weld County Road 47 1/2 and Weld County Road 49.
10. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby as reserved in United States Patent recorded April 24, 1878 at Reception No. 3437.
11. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby as reserved in United States Patent recorded May 9, 1885 at Reception No. 16586.
12. An undivided 1/2 of 1/3 interest in all coal, oil, gas and other minerals as reserved by Tacy Cozad Glidewell Browning and Josie Cozad Eisemen Hoover in Warranty Deed recorded January 2, 1976 in Book 756 at Reception No. 1677894; and any and all assignments thereof or interests therein.
13. An undivided 1/2 of 1/3 interest in all coal, oil, gas and other minerals as reserved by Bessie Jones Fox and Herman Jones in Warranty Deed recorded January 2, 1976 in Book 756 at Reception No. 1677895; and any and all assignments thereof or interests therein.
14. An undivided 1/2 of 1/3 interest in all coal, oil, gas and other minerals as reserved by Walter Wischmann, Louise Wischmann and Margaret Wischmann Hepner in Warranty Deed recorded January 2, 1976 in Book 756 at Reception No. 1677896; and any and all assignments thereof or interests therein.
15. Oil and gas lease between Clarence W. McCauley and Juanita L. McCauley and Bell & Associates Land Leasing, rec-

- orded January 13, 1983 at Reception No. 1914302 in Book 986, and any interests therein or rights thereunder.
16. Oil and gas lease between Josephine Hoove and Bell & Associates Land Leasing, recorded October 6, 1983 at Reception No. 1942792 in Book 1009, and any interests therein or rights thereunder.
 17. Oil and gas lease between Tacy F. Holbrook and Bell & Associates Land Leasing, recorded November 2, 1983 at Reception No. 1945689 in Book 1012, and any interests therein or rights thereunder.
 18. Oil and gas lease between Fred L. Jones and Eva J. Jones and Bell and Associates Land Leasing, recorded February 16, 1984 at Reception No. 1956416 in Book 1021, and any interests therein or rights thereunder.
 19. Oil and gas lease between Betty Gray and Bell and Associates Land Leasing, recorded November 30, 1983 at Reception No. 1948488 in Book 1014, and any interests therein or rights thereunder.
 20. Oil and gas lease between Helen M. Williamson and Harold M. Williamson and Bell and Associates Land Leasing, recorded November 30, 1983 at Reception No. 1948489 in Book 1014, and any interests therein or rights thereunder.
 21. Oil and gas lease between Margaret Little and Bell and Associates Land Leasing, recorded November 30, 1983 at Reception No. 1948490 in Book 1014, and any interests therein or rights thereunder.
 22. Oil and gas lease between Walter Wischmann and Bell & Associates Land Leasing, recorded August 30, 1984 at Reception No. 1979570 in Book 1041, and any interests therein or rights thereunder.
 23. Oil and gas lease between Dorothy Kaufmann and Bell & Associates Land Leasing, recorded August 30, 1984 at Reception No. 1979571 in Book 1041, and any interests therein or rights thereunder.
 24. Oil and gas lease between Violet Baldwin and Bell & Associates Land Leasing, recorded August 30, 1984 at Reception No. 1979572 in Book 1041, and any interests therein or rights thereunder.
 25. Oil and gas lease between Ivan Nichols and Bell & Associates Land Leasing, recorded August 30, 1984 at Reception No. 1979573 in Book 1041, and any interests therein or rights thereunder.
 26. Oil and gas lease between Leon Struckman and Bell & Associates Land Leasing, recorded August 30, 1984 at Reception No. 1979574 in Book 1041, and any interests therein or rights thereunder.
 27. Easement(s) and rights of way including its terms and conditions for a pipeline or pipelines and incidental purposes as granted to Associated Natural Gas, Inc. in instrument recorded March 28, 1991 at Reception No. 2245301 in Book 1294.
 28. Easement(s) and rights of way including its terms and conditions for a pipeline gate valve or gate valves and incidental purposes as granted to Associated Natural Gas, Inc. in instrument recorded May 20, 1991 at Reception No. 2250544 in Book 1299.
 29. All items as shown on the map of Recorded Exemption No. 0961-24-1-RE2623, recorded May 12, 2000 at Reception No. 2767680.
 30. Easement(s) and rights of way including its terms and conditions for a single pipeline and incidental purposes as granted to Duke Energy Field Services, LP in instrument recorded July 12, 2005 at Reception No. 3302450.
 31. Terms, conditions, provisions and obligations of Augmentation Agreement and Covenant, recorded January 9, 2007 at Reception No. 3446838.
 32. Request for Notification of Surface Development executed by Noble Energy, Inc., recorded October 15, 2007 at Reception No. 3511023.
 33. Request for Notification (Mineral Estate Owner) executed by Kerr-McGee Oil & Gas Onshore L.P, recorded December 21, 1007 at Reception No. 3525268.
 34. Right of Way Agreement recorded January 28, 2008 at Reception No. 3531603.
 35. Right of Way Agreement recorded August 9, 2012 at Reception No. 3865052.
 36. Terms, conditions, provisions and obligations of Use By Special Review USR-11-0024, recorded August 15, 2012 at Reception No. 3866215.
 37. Any and all interest in the oil, gas and other minerals granted in Mineral Deed recorded October 4, 2012 at Reception No. 3878438.
 38. Permanent Easement & Temporary Construction Easement recorded January 31, 2013 at Reception No. 3906800.
 39. Terms, conditions, provisions and obligations of Site Specific Development Plan and Special Review Permit No. USR12-0074, Front Range Pipeline L.L.C, recorded November 21, 2013 at Reception No. 3979538.
 40. Any and all interest in the oil, gas and other minerals granted in Mineral Deed recorded February 3, 2015 at Reception No. 4080585.
 41. Right of Way Agreement recorded May 6, 2015 at Reception No. 4104835.
 42. Right of Way and Easement recorded March 28, 2016 at Reception No. 4190803 and Affidavit recorded June 15, 2017 at Reception No. 4310628 and Release recorded July 27, 2016 at Reception No. 4222597.
 43. Any and all interest in the oil, gas and other minerals granted in Mineral Deed recorded May 5, 2016 at Reception No. 4201068.
 44. Oil and gas lease between DLCR, LLC and Niobrara Partners, LP recorded May 5, 2016 at Reception No. 4201331, and any interests therein or rights thereunder.
 45. Surface Site Easement recorded July 27, 2016 at Reception No. 4222596.
 46. Right of Way and Easement recorded July 27, 2016 at Reception No. 4222598.
 47. Any interest in the oil, gas and other minerals granted in Findings of Fact and Decree of Determination of Heirship recorded December 9, 2016 at Reception No. 4260646 and recorded December 27, 2016 at Reception No. 4265013.
 48. Right of Way Agreement recorded December 27, 2016 at Reception No. 4264870.
 49. Road Access Agreement recorded November 1, 2018 at Reception No. 4443409 and Easement or Right-of-Way for Access to Property recorded November 29, 2018 at Reception No. 4450101.
 50. All matters shown on Corrected Recorded Exemption No. 0961-24-RE2623 recorded April 26, 2022 at Reception No. 4821712.
 51. Any and all matters contained in the Quitclaim Deed recorded April 26, 2022 at Reception No. 4821944.
 52. Any and all matters contained in the Quitclaim Deed recorded April 26, 2022 at Reception No. 4821945.
 53. Grantor's Capacity: Nonrecourse to Grantor; Waiver. Grantee acknowledges and agrees that Grantor has executed the Contract and this deed for the estate of the title holder and as Personal Representative of the estate, and not in Grantor's individual capacity. The agreements of Grantor contained herein shall only be enforceable against the equity in the land for the payment of any claim hereunder. Grantee agrees to look solely to the equity in the land for the enforcement of Grantee's rights hereunder. Grantee hereby waives any claim or any right to proceed for with

