

**TOWN OF JOHNSTOWN  
ANNEXATION AGREEMENT  
THE WHITEHALL ANNEXATION**

**THIS ANNEXATION AGREEMENT** (“Agreement”) is made and entered into this 10<sup>th</sup> day of September, 2021, by and between Sauer Whitehall, LLC, a Colorado limited liability company, and Sauer Phantom 5, LLC, a Colorado limited liability company (collectively, “Owner”), and the TOWN OF JOHNSTOWN, a home-rule municipal corporation of the State of Colorado (“Town”).

**WITNESSETH:**

**WHEREAS**, Owner desires to annex real property into the Town, situated in the East Half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4, Range 68 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado, known by site address as 5631 County Road 46, consisting of approximately 240.96 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (“Property”); and

**WHEREAS**, Owner executed a Petition for Annexation, dated July 28 \_\_\_\_\_, 2021, a copy of which petition is on file with the Town Clerk; and

**WHEREAS**, Owner has submitted a zoning application, requesting Planned Unit Development – Mixed Use (PUD-MU) zoning, with the intent, subsequent to annexation, to apply for future development plan approvals that will further identify and define proposed land uses and intended development of the Property; and

**WHEREAS**, notwithstanding the foregoing, the Town recognizes and agrees that a public school is a permitted use within the initial PUD-MU zoning district; and

**WHEREAS**, it is to the mutual benefit of the parties hereto to enter into this Agreement regarding annexation of the Property to the Town and other related matters as set forth herein; and

**WHEREAS**, Owner acknowledges that, upon annexation, the Property will be subject to all ordinances, resolutions and other regulations of the Town, as amended from time to time; and

**WHEREAS**, Owner acknowledges that, when development proceeds, the need for conveyances and dedication of certain property to the Town, including, but not limited to, property for rights-of-ways and easements, shall be directly related to and generated by the development within the Property.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. ***Incorporation of Recitals.*** The parties confirm and incorporate the foregoing recitals into this Agreement.

2. ***Purpose.*** The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code (“Code”), the Town’s development regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. §§31-12-101, *et seq.* (the “Act”).

3. ***Owner.*** As used in this Agreement, the term “Owner” shall include any of the heirs, transferees, successors or assigns of Owner. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. All such parties shall be subject to the terms of this Agreement as if they were the original parties thereto.

4. ***Further Acts.*** Owner agrees to execute promptly upon request of the Town any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of the Town.

5. ***Annexation Documents.*** Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, maps, and reports determined by the Town to be necessary to accomplish the annexation.

6. ***Zoning and Land Use.*** The parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses associated with the PUD-MU zone district, to be further defined and agreed to with Town-approval of an outline development plan and other development approvals, and that the granting of such zoning by the Town of Johnstown is a material consideration of the Owner’s agreement to annex the Property to the Town. Owner shall take all action necessary to permit zoning by the Town of the annexed Property within the time prescribed by state statute.

7. ***Non-Conforming Use.*** The Town agrees to allow existing non-conforming agricultural use, if any, to continue until such time as the Property is platted, but not at a greater level than at its current level of activity and use. The current level of activity is generally characterized as follows: agricultural (irrigated crop production).

8. ***Water Rights Dedication.*** Owner owns the water rights and lateral ditch company rights appurtenant to the Property that are described on **Exhibit B** attached hereto and incorporated herein by reference. Owner shall dedicate all such water rights and lateral ditch company rights to the Town no later than the date of approval of the final plat of the first phase of development of the Property, or as otherwise required by the Code. Owner specifically agrees that it has not sold or transferred any water rights appurtenant to the Property within the past year nor will it do so during the pendency of this annexation petition and, once annexed to the Town, will not sell or

transfer any water rights appurtenant to the Property without the prior written approval of the Town.

9. ***Municipal Services.*** The Town agrees to make available to the Property all of the usual municipal services provided by the Town in accordance with the ordinances and policies of the Town. Except as otherwise agreed by the Town, Owner shall bear the cost of the delivery of such services.

10. ***Public Improvements.*** Owner agrees to design and construct all required public improvements to Town standards at Owner's expense. Owner shall provide financial guarantees for construction of all required improvements as set forth in each phase or filing of the development and dedicate to the Town any or all of the improvements required by Town ordinances or as otherwise agreed. The public improvements and financial guarantees shall be set forth in a development agreement for each filing between the Town and Owner. All overhead utility lines shall be undergrounded.

11. ***Roadway Dedication.*** Within ninety (90) days of the effective date of the annexation, Owner shall dedicate the right of way to the Town to expand Colorado Boulevard, and Weld County Road 46. If required by the Town, in its discretion, Owner shall dedicate additional right of way to support development of the Property at no cost to the Town, which shall be set forth in a subsequent agreement between the Town and Owner.

12. ***Land Dedication.*** The dedication of parks and open space, flood plains, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes shall be by general warranty deed or another appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur when required by the Town. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

13. ***Water and Waste Water Utilities.*** Owner agrees to construct all on-site and required off-site water and waste water mains and appurtenances to Town standards at Owner's expense. The Town and Owner hereby agree to cooperate in good faith with respect to 1) determining reasonable oversizing requirements; 2) locating and securing approvals for installation of utility mains and appurtenances within public rights-of-way; and 3) facilitating installation of off-site infrastructure if Owner and Town determine that such installation is necessary in connection with orderly development of the Property.

14. ***Drainage.*** A drainage study of the entire annexation territory shall be provided by Owner to the Town no later than the date of Owner's filing of a preliminary plat with the Town. Improvements shall be made as required by the Town. Historical irrigation and drainage patterns shall be maintained on the property to the extent feasible including no change in the quality, quantity or point of discharge, except to the extent approved by the Town.

15. ***Limitation on Fee Impositions by the Town.*** The Town agrees that the Property shall be subject to typical development fees similar to those that are imposed on other comparable

developments in the Town pursuant to the Town's regulations and ordinances. Owner acknowledges that the Town has adopted impact fees and a special regional sewer fee that will apply to this development.

16. **Conformity with Laws.** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions and regulations including, without limitation, ordinances, resolutions, and regulations pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Town streets, and flood control.

17. **Disconnection.** No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, the Town shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

18. **Special Districts.** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special districts serving the Town and the Town may request Owner to petition to exclude the Property from another special district. All costs, expenses, attorney fees and judgments for exclusion of the property from any special district shall be borne by Owner. Within thirty (30) days after written request by the Town, Owner shall be required to pay sums due owing from the Town to the Little Thompson Water District, if any, pursuant to an Intergovernmental Agreement between the Town of Johnstown and the Little Thompson Water District dated January 21, 2009. Existing residences and structures on the Property may continue to utilize service from the Little Thompson Water District until such time as redevelopment of the Property occurs, at which time disconnection shall be required.

19. **Future Cooperation.** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement and will execute such additional documents as necessary to effectuate the same.

20. **No Joint Venture or Partnership/No Assumption of Liability.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner or between the Town and any one or more of the individual owners that may exist and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise or an agency relationship. Except as specifically otherwise provided in this Agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.

21. **Failure to Annex.** This Agreement shall be null and void if the Town fails to approve the annexation of the Property, or if the ordinance approving the annexation is not recorded with the Weld County Clerk and Recorder within one calendar year from the date of the public hearing wherein such ordinance is approved by Town Council.

22. **No Warranties by the Town.** The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Council, to comply with this Agreement. Because certain of the provisions of this Agreement may involve areas of legal uncertainty or be subject to subsequent revisions to the law, the Town does not intend to provide any warranty.

23. **Breach.** In the event of a default or breach by Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship. The Town's remedies include:

- (I) The refusal to issue any development permit, building permit or certificate of occupancy. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers;
- (II) A demand that the security given for the completion of the public improvements be paid or honored;
- (III) The refusal to consider further development plans within the Property; and/or
- (IV) Any other remedy available at law.

24. **Attorney's Fees.** If Owner breaches this Agreement, Owner shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement. Should litigation occur by suit of a third party, Owner shall reimburse the Town for the Town's attorney's fees, court costs, and witness fees. Rather than require the Town to defend an action brought by a third party alleging that the Property is not subject to annexation or that the technical requirements of the Act were not met, Owner may withdraw the Petition for Annexation. In addition thereto, in the event that any person, corporation, special district, municipal or county government or any other entity asserts a claim against the Town, its officials, or employees pursuant to the provisions of the Act, Owner agrees to reimburse the Town all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is successful; provided, however, that nothing herein shall be interpreted as permitting Owner to act or participate in any manner whatsoever in the defense of such claims, including, but not limited to, selection of legal counsel or settlement of claims. Owner acknowledges and understands that the Town may, in its sole discretion, voluntarily elect not to defend against such an action and may consent to and permit the entry by the court of an order voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

25. **Assignments.** Within ten days of an assignment, Owner shall provide written notice to the Town of the name, address and telephone number of the assignee.

26. **Town Police Powers.** Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.

27. **Performance Standards (Design Guidelines).** If required by the Town, the Town and Owner shall jointly develop and agree to adopt performance standards addressing design considerations, including architectural, site planning, landscaping, streetscape, and sign elements for land uses within the Property. The performance standards shall be applied to all development projects within the Property. The performance standards shall not supersede any uniform code of the Town such as the Uniform Building Code, Uniform Fire Code, or any other like code which is applicable to all properties located within the Town.

28. **Economic Incentives.** Based upon Owner's representation of proposed high-quality commercial development within Property, Owner may be entitled to economic incentives, including sales tax rebates, related to such portion of the development. If Owner desires economic incentives, Owner shall apply for such incentives at or around the time that Owner applies for approval of a final development plat and final development plan or at the time of issuance of a building permit. The Town shall then, in good faith, assess the request for economic incentives and, if approved by the Town in its discretion, the Town and Owner shall enter into a separate agreement regarding the economic incentives.

29. **Notice.** All notices required under this Agreement shall be in writing and shall be; 1) hand-delivered or; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or 3) sent by electronic mail return receipt requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:

Town of Johnstown  
ATTN: Town Manager  
450 S. Parish Avenue  
P. O. Box 609  
Johnstown, CO 80534  
Email: [mlecerf@townofjohnstown.com](mailto:mlecerf@townofjohnstown.com)

Notice to Owner:

Sauer Whitehall, LLC  
Attn: Cynthia Sauer  
6681 County Road 50  
Johnstown, CO 80534  
Email: [cindys@skybeam.com](mailto:cindys@skybeam.com)

Sauer Phantom 5, LLC  
Attn: Alex Sauer  
6681 County Road 50  
Johnstown, CO 80534  
Email: [sauerbeef@gmail.com](mailto:sauerbeef@gmail.com)

30. ***Voluntary Annexation; Election.*** Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to § 31-12-112, C.R.S., to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns one hundred percent (100%) of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein.

31. ***Cost Reimbursement to Town.*** Owner shall reimburse Town for professional consultants such as engineers, testing companies, planners, and attorneys necessitated by processing and completion of this development.

32. ***No Third Party Rights.*** This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

33. ***Governing Law.*** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Weld County, Colorado.

34. ***Headings.*** The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

35. ***No Repeal of Laws.*** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants, nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

36. ***Amendments to Law.*** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinances, resolution, regulations, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, regulations, or policy, and the parties agree such amendments or revision shall be binding upon Owner.

37. ***No Vested Rights.*** No vested rights shall accrue to Owner by virtue of annexation of the Property or this Annexation Agreement.

38. ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of all heirs, transferees, successors and assigns hereof, and shall constitute covenants running with the land. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. This Agreement shall be recorded with the Weld County Clerk and Recorder at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

39. **Entire Agreement.** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties related to the subject matter herein.

40. **Amendment.** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the Weld County Clerk and Recorder, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the Property and/or an interest in water rights referenced in this Agreement.

41. **Severability.** The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or any federal law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

[Remainder of page intentionally left blank.]



TOWN OF JOHNSTOWN, COLORADO,  
A MUNICIPAL CORPORATION

ATTEST:

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Gary Lebsack, Mayor

DEVELOPER:

Sauer Whitehall, LLC

By: Cynthia Sauer  
Name: CYNTHIA SAUER

Title: OPERATING MGR,  
SAUER WHITEHALL, LLC

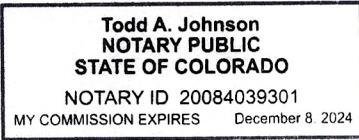
STATE OF COLORADO )  
 )ss.  
COUNTY OF )

SUBSCRIBED AND SWORN to before me this 10th day of September, 2021, by  
CYNTHIA SAUER, as OPERATIONS of SAUER  
MANAGER WHITEHALL, LLC

WITNESS my hand and official seal.

[Signature]  
Notary Public

My commission expires: 12-8-24



Sauer Phantom 5, LLC

By: Alex Sauer  
Name: ALEX SAUER

Title: OPERATING MGR,  
SAUER PHANTOM 5, LLC

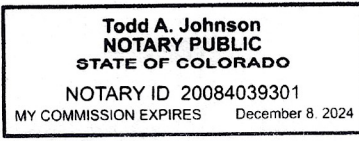
STATE OF COLORADO )  
 )ss.  
COUNTY OF )

SUBSCRIBED AND SWORN to before me this 10th day of September, 2021, by  
ALEX SAUER, as OPERATIONS of SAUER  
MANAGER PHANTOM 5, LLC

WITNESS my hand and official seal.

[Signature]  
Notary Public

My commission expires: 12-8-24



**EXHIBIT A**  
**PROPERTY**

A 240.96 ACRE TRACT OF LAND BEING THE PROPERTY OF SAUER PHANTOM 5 LLC (RECEPTION NO. 3480479) AND PORTION OF SAUER WHITEHALL LLC (RECEPTION NO. 4657171), AND PORTION OF COUNTY ROAD 46 RIGHT OF WAY, IN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 OF THE SW/4) AND SOUTHEAST QUARTER (SE/4) OF SECTION 12 AND THE NORTH HALF OF THE NORTH HALF (N/2 OF THE N/2) OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 68 WEST, 6TH/ P.M., WELD COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS A FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4, BEING MARKED BY A FOUND 3 INCH ALUMINUM CAP IN A MONUMENT BOX (ILLEGIBLE INSCRIPTION), LOCATED IN THE CENTER OF THE INTERSECTION OF COLORADO BOULEVARD/COUNTY ROAD 13 AND COUNTY ROAD 46, THENCE SOUTH 44°31'21" WEST, 42.50 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13 AND THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 89°25'38" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, GRAVEL ROAD WITH A 60 FOOT RIGHT OF WAY, 2620.73 FEET TO AN ANGLE POINT OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 89°25'53" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, GRAVEL ROAD WITH A 60 FOOT RIGHT OF WAY, 1325.43 FEET TO THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 00°24'05" WEST, 2657.61 FEET TO THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 89°29'13" EAST, 1324.44 FEET TO A POINT ON THE WESTERN LINE OF SOUTHEAST QUARTER OF SAID SECTION 12, FOR AN ANGLE POINT OF HEREIN DESCRIBED TRACT, AND FROM WHICH THE SAID CENTER QUARTER CORNER OF SECTION 12 BEARS, NORTH 00°25'16" WEST, 30.00 FEET, BEING MARKED BY A FOUND 2.5 INCH ALUMINUM CAP (ILLEGIBLE INSCRIPTION);

THENCE NORTH 89°13'51" EAST, 2632.66 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13, FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT, MARKED BY A 5/8 INCH REBAR WITH ALUMINUM CAP STAMPED "PLS 38702", SET ON WESTERN RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13 FOR AN OFFSET MONUMENT;

THENCE SOUTH 00°22'56" EAST, ALONG THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13, ASPHALT ROAD WITH A 60 FOOT

RIGHT OF WAY, 2665.32 FEET TO THE POINT OF BEGINNING, BEING THE  
SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT, AND CONTAINING 240.96  
ACRES (10,496,081 SQ. FT.) MORE OR LESS, WHICH INCLUDES 5.435 ACRES (236770  
SQ. FT.) OF PUBLIC RIGHT OF WAY COUNTY ROAD 46.

BENJAMIN K. FONTENOT, LS  
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38702  
COFFEY ENGINEERING AND SURVEYING  
404 ST. CLOUD DR., STE 180  
LOVELAND CO. 80538

**EXHIBIT B**  
WATER RIGHTS

**AFFIDAVIT CONCERNING IRRIGATION  
CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR CO**

I, Alexander Sauer make this affidavit for purposes of describing my knowledge about the historical irrigation of lands under the Home Supply Ditch. I am over 21 years old and competent to testify. I make each of the following statements on the basis of my personal knowledge.

1. I use 13 shares in the CHSDR Company, represented by Certificates No. 6370, owned by Sauer Whitehall, LLC.
2. I have used water from these shares to irrigate the lands described below since 1993. Prior to that these shares were owned/used by: Gregg Family Revocable Trust.
3. The water represented by these shares is delivered to the land below through the following headgate(s) and lateral(s): 33F.
4. These shares are used to irrigate approximately 154 acres of land located in the following quarter quarter sections: SE4 Section 12 -4N-68W.
5. The method of application of the water has been by Sprinkler (sprinkler or flood). Additional information concerning my knowledge about the irrigation of these lands  
\_\_\_\_\_  
\_\_\_\_\_
6. The crops irrigated with these shares over the following time periods from 1950 to the present are as follows: Corn, alfalfa.
7. The following irrigation wells, other ditch company shares, and other sources of water (including CBT units) were also used in the irrigation of these same lands: 96/120 share of Big Thompson Manufacturing and Ditch Company.

FURTHER AFFIANT SAYETH NAUGHT.

Alex Sauer  
\_\_\_\_\_  
[signature]

STATE OF COLORADO    )  
                                  )  
COUNTY OF Weld    )

ss.

Subscribed and sworn to before me this 12 day of  
November, 2019 by

Alexander Sauer  
\_\_\_\_\_

Witness my hand and official seal.

My commission expires: 09/12/2020

[Signature]  
\_\_\_\_\_  
Notary Public

Cert Date			
2004	#6370 - 13 SHARES - SAUER-WHITEHALL LLC	this comes from:	#5924 - 13 SHARES - HENRY SAUER AND CINDY SAUER
1993	#5024 - 13 SHARES - HENRY SAUER AND CINDY SAUER	this comes from:	#5894 - 13 SHARES - BEN H GREGG JR AND MARGERY H GREGG OR THEIR SUCCESSORS IN INTEREST, AS TRUSTEES OF THE GREGG FAMILY REVOCABLE TRUST DATED MARCH 10, 1992, AS TO AN UNDIVIDED 1/3 INTEREST; UNTO JANE G WALLOWER A 1/3 INTEREST; AND UNTO MARK V GREGG, KENT B GREGG AND GWEN G LOWDEN A 1/9 INTEREST EACH
1993	#5894 - 13 SHARES - BEN H GREGG JR AND MARGERY H GREGG OR THEIR SUCCESSORS IN INTEREST, AS TRUSTEES OF THE GREGG FAMILY REVOCABLE TRUST DATED MARCH 10, 1992, AS TO AN UNDIVIDED 1/3 INTEREST; UNTO JANE G WALLOWER A 1/3 INTEREST; AND UNTO MARK V GREGG, KENT B GREGG AND GWEN G LOWDEN A 1/9 INTEREST EACH	this comes from:	#5695 - 13 SHARES - UNTO BEN H GREGG JR & JANE E WALLOWER A 1/3 INTEREST EACH; UNTO MARK V GREGG, KENT B GREGG, AND GWEN E LOWDEN, A 1/9 INTEREST EACH
1985	#5695 - 13 SHARES - UNTO BEN H GREGG JR & JANE E WALLOWER A 1/3 INTEREST EACH; UNTO MARK V GREGG, KENT B GREGG, AND GWEN E LOWDEN, A 1/9 INTEREST EACH	this comes from:	#5615 - 13 SHARES - ARTIE P GREGG FOR AND DURING THE TERM OF HER NATURAL LIFE; REMAINDER INTEREST TO A 1/3 INTEREST TO BEN H GREGG JR, AND A 1/3 INTEREST TO JANE G WALLOWER; A 1/9 INTEREST UNTO EACH OF MARK V GREGG, KENT B GREGG, AND GWEN G LOWDEN
1981	#5615 - 13 SHARES - ARTIE P GREGG FOR AND DURING THE TERM OF HER NATURAL LIFE; REMAINDER INTEREST TO A 1/3 INTEREST TO BEN H GREGG JR, AND A 1/3 INTEREST TO JANE G WALLOWER; A 1/9 INTEREST UNTO EACH OF MARK V GREGG, KENT B GREGG, AND GWEN G LOWDEN	this comes from:	#3288 - 10 SHARES - ARTIE P GREGG DURING HER LIFE; AT HER DEATH TO THE BODILY HEIRS #5573 - 2 SHARES - JAMES J DAVIS #5293 - 2 SHARES - JOAN A LUTZ
1922	#3288 - 10 SHARES - ARTIE P GREGG DURING HER LIFE; AT HER DEATH TO THE BODILY HEIRS	this comes from:	N/A - PREVIOUS RECORDS LOST IN THE 1976 BIG THOMPSON FLOOD
1980	#5573 - 2 SHARES - JAMES J DAVIS	this comes from:	#5530 - 5 SHARES - JAMES J DAVIS

1976	#5293 - 2 SHARES - JOAN A LUTZ		this comes from:	#4342 - 8 SHARES - HERMAN T IHNEN AND ELVIRA H IHNEN AS JOINT TENANTS BUT NOT AS TENANTS IN COMMON
1979	#5530 - 5 SHARES - JAMES J DAVIS		this comes from:	#5528 - 6 SHARES - JAMES J DAVIS
1963	#4342 - 8 SHARES - HERMAN T IHNEN AND ELVIRA H IHNEN AS JOINT TENANTS BUT NOT AS TENANTS IN COMMON		this comes from:	N/A - PREVIOUS RECORDS LOST IN THE 1976 BIG THOMPSON FLOOD
1979	#5528 - 6 SHARES - JAMES J DAVIS		this comes from:	#5427 - 15 SHARES - THE FEDERAL LAND BANK OF WICHITA, MORTGAGEE; SEKICH AND ECHEVERRIA COMPANY, A PARTNERSHIP BY MICK SEKICH JR, MANAGING AGENT, AND BY ROY ECHEVERRIA, MANAGING AGENT
1977	#5427 - 15 SHARES - THE FEDERAL LAND BANK OF WICHITA, MORTGAGEE; SEKICH AND ECHEVERRIA COMPANY, A PARTNERSHIP BY MICK SEKICH JR, MANAGING AGENT, AND BY ROY ECHEVERRIA, MANAGING AGENT		this comes from:	#5295 - 15 SHARES - THE FEDERAL LAND BANK OF WICHITA, MORTGAGEE; AND MICK SEKICH JR AND ECHEVERRIA LAND COMPANY, EQUITY OWNER
1976	#5295 - 15 SHARES - THE FEDERAL LAND BANK OF WICHITA, MORTGAGEE; AND MICK SEKICH JR AND ECHEVERRIA LAND COMPANY, EQUITY OWNER		this comes from:	#5067 - 15 SHARES - FEDERAL LAND BANK OF WICHITA, MORTGAGEE; AND WILLIAM C ACKARD, EQUITY OWNER
1969	#5067 - 15 SHARES - FEDERAL LAND BANK OF WICHITA, MORTGAGEE; AND WILLIAM C ACKARD, EQUITY OWNER		this comes from:	#3933 - 15 SHARES - JACOB H SCHMIDT
1944	#3933 - 15 SHARES - JACOB H SCHMIDT		this comes from:	N/A - PREVIOUS RECORDS LOST IN THE 1976 BIG THOMPSON FLOOD

Map Reference No. = 217  
Return Flow Segment = 5  
Owner/Former Owner = Sauer, H  
No. of Home Supply Shares = 13  
Status 98CW410 = "Not Included"  
Location = 12-4N-68W  
Net Irrigated Acres = 154

WARRANTY DEED

THIS DEED, Made this 16th day of December, 1993, between Ben H. Gregg, Jr., Jane G. Wallower, Gwendolyn G. Lowden, Mark V. Gregg and Kent B. Gregg as Heirs of Artie P. Gregg formerly known as Artie M. Pulliam

RECORDER'S STAMP

STATE DOCUMENTARY FEE  
Date 12-17-93  
\$ 40.00

of the Arizona \*County of Maricopa and State of Arizona  
Estates, grantor(s), and

Henry Sauer and Cindy Sauer

whose legal address is 6491 Weld County Road 50  
Johnstown, Colorado 80534

of the Weld County of Weld and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of - - - - -  
Four Hundred Thousand and No/100ths - - - - - (\$400,000.00) - - - - - DOLLARS,  
the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the Weld County of Weld and State of Colorado, described as follows:

All of the South East Quarter of Section 12, Township 4 North, Range 68 West of the 6th P.M., excepting a strip off of the North side already conveyed to the Great Western Railway Company, County of Weld, State of Colorado. Together with 13 shares of The Consolidated Home Supply Ditch and Reservoir Company stock, 96/120ths share of Big Thompson Ditch & Manufacturing Company stock and 55 units of Colorado Big Thompson Water. Reserving unto the Grantors all royalty payments for a period of five years from the date hereof on the existing oil and gas located in the SE 1/4 SE 1/4 of Section 12.

also known by street and number as 5631 County Road 46, Johnstown, Colorado 80534

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor(s), for them selves, their heirs and personal representatives do covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the enscaling and delivery of these presents they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF the grantor(s) have executed this deed on the date set forth above.

Ben H. Gregg, Jr.  
Ben H. Gregg, Jr.  
Gwendolyn G. Lowden  
Gwendolyn G. Lowden by Ben H. Gregg, Jr.  
as Attorney in Fact

Jane G. Wallower  
Jane G. Wallower by Ben H. Gregg, Jr.  
as Attorney in Fact  
Mark V. Gregg  
Mark V. Gregg by Ben H. Gregg, Jr.  
as Attorney in Fact  
Kent B. Gregg  
Kent B. Gregg by Ben H. Gregg, Jr.  
as Attorney in Fact

STATE OF COLORADO

County of Larimer

} ss.

Handwritten notes: "to OP # 10" and "2/17/93"