

AGENDA

**for the Board of Trustees of the Town of Fairplay, Colorado
Monday, April 3, 2017 at 6:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay, Colorado**

- I. CALL TO ORDER REGULAR MEETING @ 6:00 P.M.**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. APPROVAL OF MINUTES – March 20, 2017**
 - B. APPROVAL OF EXPENDITURES – Approval of bills of various Town Funds in the amount of \$28,487.98**
- VI. CITIZEN COMMENTS**
- VII. PRESENTATION**
 - A. Presentation by Gary Stimson Regarding Event(s) in Fairplay**
- VIII. UNFINISHED BUSINESS**
 - A. Should the Board Approve Adoption of Resolution No. 4, series of 2017, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AMENDING THE FEE SCHEDULE."?**
 - B. Other Discussion Items**
- IX. NEW BUSINESS**
 - A. Approval of Real Estate Contract for purchase of vacant land**
 - B. Discussion/ Action Regarding funding a portion of the costs to form a Health Services District**
 - C. Other New Business**
- X. MAYOR AND TRUSTEE REPORTS**
- XI. ADJOURNMENT**

Upcoming Meetings/Important Dates:

Board of Trustees Meeting	April 17, 2017 @ 6 p.m.
Board of Trustees Meeting	May 1, 2017 @ 6 p.m.
Board of Trustees Meeting	June 5, 2017 @ 7 p.m.
Contin-Tail Fairplay Rock & Gem Show	June 8 – 11, 2017
South Park Trail Marathon & Half Marathon	June 10, 2017
Board of Trustees Meeting	June 19, 2017 @ 7 p.m.
Free Concert on Front Street w/ Split Window, Beach Party & Pig Roast	June 23, 2017 @ 6 p.m.

This Agenda May Be Amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, March 30, 2017

**MINUTES OF THE REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
March 20, 2017**

CALL TO ORDER REGULAR MEETING OF THE BOARD OF TRUSTEES

The regular meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:00 p.m. in the Main Level of Fairplay Town Hall, 901 Main Street, by Mayor Gabby Lane who proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Eve Stapp, Ray Douglas and Frank Just. Also in attendance were Town Administrator/ Clerk Tina Darrah, Town Attorney Lee Phillips, Town Treasurer Kim Wittbrodt, Public Works Director Vaughn Mead and Police Chief Joel Vice.

AGENDA ADOPTION

Motion #1 by Trustee Just, seconded by Trustee Douglas, that the agenda be adopted as presented. Motion carried unanimously.

CONSENT AGENDA (*The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.*)

A. APPROVAL OF MINUTES – March 6, 2017

B. APPROVAL OF EXPENDITURES – Approval of bills of various Town Funds in the amount of \$31,549.53.

Motion #2 by Trustee Douglas, seconded by Trustee Stapp, that the consent agenda be adopted as presented. A roll call vote was taken: Dodge- yes, Stapp – yes, Lane – yes, Douglas – yes and Just - yes. Motion carried unanimously.

CITIZEN COMMENTS

Nancy Stimson offered a brief comment explaining that she was interested in Item A under Unfinished Business and further asked whether or not the Town Ditch would be running this year and if there was a plan for maintenance of it. Public Works Director Mead stated that creating a maintenance plan for the Town Ditch is in his work plan for 2017 and that he would be happy to speak with Nancy about the issues surrounding the ditch and its easements.

UNFINISHED BUSINESS

A. Update on Status of Storage Containers in Town

Town Planner Newman and Police Chief Vice both offered staff comment referring to the written report provided to the Board in regards to the steps that have been taken to address the out of compliance storage containers in Fairplay, commonly referred to as "conex containers". Mr. Newman informed the Board that Chief Vice had sent a letter to those properties in the commercial zone district that have containers that are eligible for a Special Use Permits and that subsequently he has had contact with four of those six properties, including receipt of one complete application. He went on to explain that the deadline to either remove the container(s) or apply for a permit is the end of April. It was noted that there are several allowed containers in the Industrial Zone District. Chief Vice explained that those containers in the Town Center or Residential Zone Districts are being dealt with in a different manner as they are not an allowed use under any circumstance.

B. Other discussion items

No other discussion items offered.

NEW BUSINESS

A. Discussion Regarding Gold Panning Permit Process

Mayor Lane introduced this topic going through the information provided by staff in regards to current pricing and rules and regulations, whereby it was noted that staff has placed this on the agenda for discussion due to the increased interest and potential panning traffic due to the Gold Rush reality TV show being filmed near Fairplay.

A lengthy discussion ensued among the Board in regards to the proposed fees, rules and regulations, and potential impacts of any proposed changes to those items.

Direction was given to staff to bring back an updated Fee Schedule reflecting Gold Panning permit fees at the rate of \$10/per day permit and \$100/per seasonal permit and to also bring back an updated ordinance reflecting the discussion above.

B. Discussion Regarding Public Works Staffing

Public Works Director Mead offered staff comment informing the Board that he is requesting an additional full-time employee in the Public Works Department on a permanent basis. He referenced his staff report on the subject to explain his motivations and reasoning. A brief discussion took place with the Board asking several questions about the position and offering their support to Mr. Mead for this request. It was noted by several Trustees that this item had been discussed at length during the budget process with the Board encouraging the addition of Public Works staff at that time.

Motion #3 by Trustee Just, seconded by Trustee Stapp, that the Board authorize an additional full-time staff person in the Public Works Department as requested by Public Works Director Mead. A roll call vote was taken: Dodge- yes, Stapp – yes, Lane – yes, Douglas – yes and Just - yes. Motion carried unanimously.

C. Other New Business

No other new business offered.

STAFF REPORTS

Town Administrator/ Clerk Darrah offered a brief report updating the Board on the land purchase with TBK Bank, the ongoing water rights purchase for the Fairplay Beach Reservoir, and the upcoming meeting with the BOCC on health care issues.

Police Chief Vice updated the Board on the status of the Police Department remodel and offered to get the Board a full report from the new solar speed signs at the April meeting.

Public Works Director Mead offered to answer any questions in regards to his written report. Trustee Just noted that he had been asked about the ph balance of the Town’s water and that Mr. Mead had provided that information.

ADJOURNMENT

Mayor Lane, noting that there being no further business before the Board, declared that the meeting be adjourned at 7:22 p.m.

Gabby Lane, Mayor

ATTEST:

Tina Darrah, Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Current Bills

DATE: 3/30/2017

Agenda Item: Bills

Attached is the list of invoices paid through March 30, 2017.

Total Expenditures: \$28,487.98

Upon motion to approve the consent agenda, the expenditures will be approved.

Please contact me with any questions.

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
03/29/2017	12517	CIRSA	deductible for claim	1	03/23/2017	500.00	105420
Total 418:						500.00	
03/22/2017	12480	4 Rivers Equipment	Parts	1	02/13/2017	65.76	105625
Total 532:						65.76	
03/22/2017	12486	Dana Kepner Company, In	parts	1	03/10/2017	343.33	507160
Total 682:						343.33	
03/22/2017	12487	Grainger	motor	1	03/13/2017	728.00	617155
Total 1056:						728.00	
03/24/2017	12507	Main Street Garage	2010 tahoe repair	1	03/09/2017	179.36	105420
03/24/2017	12507		dodge repair	1	03/21/2017	161.90	105625
03/24/2017	12507		dodge repair	2	03/21/2017	80.95	507170
03/24/2017	12507		dodge repair	3	03/21/2017	80.96	617155
03/22/2017	12490		backhoe battery	1	03/16/2017	72.30	617155
03/22/2017	12490		backhoe battery	2	03/16/2017	72.31	507170
03/22/2017	12490		backhoe battery	3	03/16/2017	144.61	105625
Total 1336:						792.39	
03/29/2017	12522	Newman Traffic Signs	Traffic Signs	1	03/21/2017	111.84	105670
Total 1492:						111.84	
03/22/2017	12494	Salida Fire Extinguisher, L	fire ext service	1	03/20/2017	96.84	105180
Total 1858:						96.84	
03/22/2017	12496	Town of Fairplay	water-san district	1	02/28/2017	36.00	617104
03/22/2017	12496		sewer-shop	1	02/28/2017	65.00	507390
03/22/2017	12496		sewer-shop	2	02/28/2017	65.00	105650
03/22/2017	12496		sewer-town hall	1	02/28/2017	65.00	105023
03/22/2017	12496		water/sewer usage-525 Ha	1	02/28/2017	177.05	105190
Total 2134:						408.05	
03/23/2017	12498	United States Postal Servic	postage for event postcard	1	03/23/2017	998.12	105130
Total 2158:						998.12	
03/22/2017	12497	USABlueBook	supplies	1	03/10/2017	42.07	105630
03/22/2017	12497		supplies	2	03/10/2017	42.07	105630
03/22/2017	12497		supplies	3	03/10/2017	42.07	507160
03/22/2017	12497		supplies	4	03/10/2017	42.10	617155
Total 2176:						168.31	
03/24/2017	12512	Werner, Claudia	cell phone reimb	1	03/23/2017	50.00	105065

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2242:						<u>50.00</u>	
03/22/2017	12492	Newman Planning Inc.	planning	1	02/28/2017	362.75	105105
Total 2315:						<u>362.75</u>	
03/24/2017	12506	Laser Graphics	work order forms	1	03/13/2017	38.50	507160
Total 2437:						<u>38.50</u>	
03/22/2017	12483	ASP Services	remodel police offices	1	03/12/2017	1,440.00	106150
Total 2444:						<u>1,440.00</u>	
03/24/2017	12503	Darrah, Tina	Cell Phone	1	03/23/2017	50.00	105065
Total 2462:						<u>50.00</u>	
03/22/2017	12482	AmeriGas	Propane Water Treatment	1	02/28/2017	296.55	507103
Total 2468:						<u>296.55</u>	
03/24/2017	12504	Fidelity National Title Co.	earnest money main st lot	1	03/24/2017	1,000.00	105690
Total 2565:						<u>1,000.00</u>	
03/22/2017	12493	PR Diamond Products	saw blades	1	03/06/2017	198.00	105670
Total 2632:						<u>198.00</u>	
03/22/2017	12488	Holscher, Mayberry & Com	progress bill audit	1	03/10/2017	3,000.00	617240
03/22/2017	12488		progress bill audit	1	03/10/2017	6,000.00	106117
Total 2649:						<u>9,000.00</u>	
03/24/2017	12514	Wittbrodt, Kim	cell phone reimb	1	03/23/2017	50.00	105065
03/24/2017	12514		mileage for training	2	03/23/2017	121.98	105426
Total 2655:						<u>171.98</u>	
03/24/2017	12510	Vice, Joel	Cell phone reimburse	1	03/23/2017	50.00	105455
Total 2713:						<u>50.00</u>	
03/24/2017	12508	Mead, Vaughn	cell phone reimb	1	03/23/2017	12.50	617320
03/24/2017	12508		cell phone reimb	2	03/23/2017	12.50	507320
03/24/2017	12508		cell phone reimb	3	03/23/2017	25.00	105645
Total 2739:						<u>50.00</u>	
03/24/2017	12505	Kasper, Gerrits	cell phone reimb	1	03/23/2017	50.00	105645
03/29/2017	12520		mileage reimburse	1	03/29/2017	87.48	105635
Total 2747:						<u>137.48</u>	
03/22/2017	12481	Adamson Police Products	ammo	1	03/07/2017	171.00	105426

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2759:						171.00	
03/22/2017	12491	Mobile Record Shredders	record shredding	1	03/15/2017	31.05	105030
Total 2793:						31.05	
03/24/2017	12501	Bullock, Julie	cell phone reimburse	1	03/23/2017	50.00	105065
Total 2812:						50.00	
03/29/2017	12518	Clearwater Cleanup Comp	sludge disposal	1	03/24/2017	1,643.50	617150
Total 2858:						1,643.50	
03/29/2017	12519	Colorado Analytical Lab	water testing	1	01/20/2017	23.00	507140
03/22/2017	12484		water testing	1	03/17/2017	23.00	507140
03/28/2017	12519		waste water testing	1	03/23/2017	380.00	617140
03/29/2017	12518		sludge testing	1	03/28/2017	425.00	617140
Total 2864:						851.00	
03/22/2017	12495	Tolin Mechanical	contract maintenance	1	02/15/2017	654.00	617155
Total 2867:						654.00	
03/22/2017	12489	Huber Technology, Inc.	supplies	1	03/10/2017	265.00	617155
Total 2874:						265.00	
03/29/2017	12523	Water Technology Group	parts	1	03/20/2017	1,573.00	617155
Total 2884:						1,573.00	
03/24/2017	12500	Bramlett, Rebecca	cell phone reimburse	1	03/23/2017	50.00	105455
Total 2886:						50.00	
03/24/2017	12509	Schlunsen, Arthur	cell phone reimburse	1	03/23/2017	50.00	105455
Total 2888:						50.00	
03/29/2017	12521	Kaupus Water Labs, Inc.	chemicals	1	03/23/2017	630.00	507130
Total 2999:						630.00	
03/24/2017	12513	White, Kathleen	cell phone reimburse	1	03/23/2017	25.00	105645
03/24/2017	12513		cell phone reimburse	2	03/23/2017	12.50	507320
03/24/2017	12513		cell phone reimburse	3	03/23/2017	12.50	617320
03/29/2017	12524		per diem for training	1	03/27/2017	399.48	507050
03/29/2017	12524		per diem cirsa meeting	1	03/27/2017	50.88	105635
Total 3004:						500.36	
03/24/2017	12499	Bramlett, Raymond	cell phone reimburse	1	03/23/2017	25.00	105645
03/24/2017	12499		cell phone reimburse	2	03/23/2017	12.50	507320
03/24/2017	12499		cell phone reimburse	3	03/23/2017	12.50	617320

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3005:						<u>50.00</u>	
03/24/2017	12511	Wayfair	furniture for pd	1	03/15/2017	934.27	105445
Total 3088:						<u>934.27</u>	
03/22/2017	12485	Daknis Painting	remodel police offices	1	03/22/2017	1,909.35	108150
Total 3082:						<u>1,909.35</u>	
03/24/2017	12502	Clyde's Auto Body & Painti	2013 tahoe repair	1	03/17/2017	1,818.67	105420
03/24/2017	12502		2013 tahoe repair	1	02/27/2017	248.88	105420
Total 3093:						<u>2,067.55</u>	
Grand Totals:						<u><u>28,487.98</u></u>	

Report Criteria:
 Detail report type printed



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator
RE: Presentation by Gary Stimson Regarding Event(s) in Fairplay
DATE: March 30, 2017

Gary Stimson has requested time on your agenda to present his ideas for marketing, special events, and tours of South Park and Fairplay. I have not had the opportunity to speak with Mr. Stimson about his ideas, but he has presented them to Mayor Lane and to Special Events Coordinator Bullock. I am including my brief email correspondence with Mr. Stimson. I have not received any information from him yet, if I get any materials before the meeting, I will be sure and forward them to you.

Tina Darrah

From: Gary Stimson <gary@stickysignage.com>
Sent: Monday, March 20, 2017 12:52 PM
To: tdarrah@fairplayco.us
Cc: cwerner@fairplayco.us
Subject: Re: Request for next Fairplay board meeting

Tina,

Thank you so much I will have you everything by the 29th...

Gary Stimson | SR VP of Business Development
c. 720-3395374 | www.stickysignage.com



From: Tina Darrah <tdarrah@fairplayco.us>
Sent: Monday, March 20, 2017 12:32:59 PM
To: Gary Stimson
Cc: cwerner@fairplayco.us
Subject: RE: Request for next Fairplay board meeting

Hi Gary,

I will place you on the next agenda of the Fairplay Town Board. It is April 3rd at 6pm at the Fairplay Town Hall. You will be under presentations so you will be one of the first items on the agenda. Do you have any materials you want me to disburse in the meeting packet? If so, I will need them by Wednesday, March 29th.

I am happy to talk to you prior to the meeting. Feel free to give me a call at the number below.

Thanks,

Tina Darrah
Town Administrator
Town of Fairplay
901 Main Street/PO Box 267
Fairplay, CO 80440
(719) 836-2622 ext. 102
www.fairplayco.us

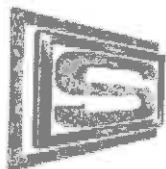
From: Gary Stimson [mailto:gary@stickysignage.com]
Sent: Monday, March 20, 2017 11:39 AM
To: Tdarrah@fairplayco.us
Subject: Request for next Fairplay board meeting

Tina,

I am very embarrassed I have been sending emails to the wrong email address since February 12th. We changed our server and I wasn't seeing the email return notifications. I was wondering why I hadn't heard back from you. Anyway I would like to get on the next agenda for the next board meeting. I also would like to talk to you briefly before hand. But I will be presenting a marketing, special events, and tours of Fairplay and South Park.

Cheers!

**Gary Stimson | SR VP of Business Development
c. 720-3395374 | www.stickysignage.com**



**STICKY
SIGNAGE**



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt, Treasurer
RE: Fee Schedule Update
DATE: March 30, 2017

Per your direction at the March 20, 2017 meeting, you will find a resolution to update the fee schedule for Gold Panning Fees beginning April 2017. I have also attached a copy of the updated fee schedule.

This needs a motion, a second and approved by a roll call vote.

Please contact me with any questions.

**RESOLUTION NO. 4
(Series of 2017)**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY,
COLORADO, AMENDING THE FEE SCHEDULE.**

WHEREAS, the Town of Fairplay is authorized to establish and amend fees charged by the town for various town services, permits and licenses, by resolution.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the document entitled "Town of Fairplay Fee Schedule" attached hereto as "Exhibit A", is hereby adopted as the Fee Schedule for the Town of Fairplay and shall become effective April 3, 2017.

RESOLVED, APPROVED, and ADOPTED this 3rd day of April, 2017.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Gabby Lane, Mayor

ATTEST:

Tina Darrah, Town Clerk

**Town of Fairplay
Fee Schedule
(Exhibit A)
Effective July 20, 2015
Updated April 3, 2017**

<u>Type</u>	<u>Amount</u>
Animal	
Dog License (annual)	
Unaltered	\$ 10.00
Neutered/altered	\$ 5.00
Replacement/Duplicate	\$ 1.00
Livestock Permit	
Fowl or rabbit (per fowl or rabbit)	\$ 5.00
Horse/cow, sheep, llama, or other large animal over 25 lbs	\$ 25.00
Annual/maximum per property	\$ 25.00
Building Dept. Fees (include 10% surcharge on all of the following Building Fees)	
Building Permit	
Commercial	\$.75/sq. ft. + surcharge
Residential	\$ 1.00/sq. ft. + surcharge
Garage/Shed over 120 sq. ft./Outbuilding/Barn	\$.50/sq. ft + surcharge
Remodel – non-structural	\$165.00
Deck Permit	\$ 55.00
Demolition Permit	\$165.00
Driveway Permit	\$ 55.00
Excavation Permit	\$110.00
Fence Permit	\$ 44.00
Mechanical Permit – Woodstoves	\$ 55.00
Move and set permit	75% of regular building permit fee + surcharge
Re-siding Permit	\$ 110.00
Re-roofing Permit	\$ 110.00
Shed under 120 sq. ft. - Site Review	\$ Free
Street/Public ROW Cut Permit	\$550.00
Performance Bond/Security (Refundable after one year upon approval by Inspector)	
Unpaved Surface	\$1000.00*
Paved Surface	\$2000.00*
All Building Fees include a 10% surcharge	* May be more at Town's discretion
Business License Fee	\$ 25.00
Special Event Business License	\$ 10.00
(per vendor w/out Annual Fairplay Business License)	
Peddler/Solicitor/Transient Merchant License	
Five day consecutive	\$ 20.00
Annual	\$ 50.00
Cemetery	
Opening and Closing	\$150.00 each

Headstone Deposit - Refundable	\$300.00
Commercial Fly Fishing License (annual)	\$ 75.00
Court Fees	
Court Costs	\$ 31.00
Default Fee	\$ 30.00
Failure to Appear	\$ 30.00
Surcharge: Training	\$ 15.00
Transcript – CD Only	\$ 15.00
Warrant Fee	\$ 50.00
Document Requests	
Search fee (per hour)	\$ 25.00
Copy fee/page	
8½ X 11	\$.25
8½ X 14	\$.50
11 X 17 inches	\$.75
Fax per page	\$.50
Gold Panning Permits (April – October)	\$ 10.00/daily \$ 100.00/annual
Liquor Licensing	Per Fee Schedule set by Department of Revenue Liquor Enforcement
Lodging Tax (per night per occupied room)	\$ 2.00
Municipal Code (on disc only)	\$ 10.00
Park/Recreation/Meeting Room Use Permit (for reserved/exclusive use)	
1/2 day (four hours or less) per day	\$ 10.00
Full day (more than four hours) per day	\$ 20.00
Cohen Park Pavilion - with electricity	\$ 10.00
Camping Permit – 4 day maximum	\$ 8.00/day
Police Services	
Report Research (more than 3 years)	\$ 5.00
VIN Inspection	\$ 7.50
VIN Certified	\$ 25.00
Fingerprinting	\$ 10.00
Civil Standby/Service of documents	\$ 25.00/hour
Video	\$ 10.00
Returned Check Fee	\$ 15.00
Street Closure/Parade Permit	\$ 10.00
Street Light Monthly Fee	\$ 2.00

LAND USE FEES*

Annexation	\$300.00
Appeals	\$100.00
Certificate of Appropriateness	\$ 0.00
Encroachment license application	\$150.00
Flammable materials permit	\$100.00
Home occupations permit	\$ 50.00
Parking Plan (separate)	\$ 50.00
Sign permit application	\$ 25.00
Special Use Permit	\$150.00
Street/Alley vacation application	\$150.00
Zoning/Subdivision Variance	\$100.00
Zoning Map Amendment/Rezoning	
Residential	\$150.00
Non-residential	\$250.00
PUD Overlay	\$300.00
Subdivision application—Major Residential/PUD	\$500.00 + \$25/lot (\$1,000 deposit)
Subdivision application—Minor Residential/PUD	\$300.00 + \$25/lot (\$1,000 deposit)
Subdivision application—Major Non-Residential/PUD	\$750.00 + \$25/lot (\$1,000 deposit)
Subdivision application—Minor Non-Residential/PUD	\$500.00 + \$25/lot (\$1,000 deposit)
Subdivision application--resubdivision	
Major residential/PUD	\$ 25.00/lot
Minor residential/PUD	\$ 25.00/lot
Major non-residential/PUD	\$5.00 per one thousand square feet of non-residential lot area, plus \$25.00 /residential lot
Minor non-residential/PUD	\$5.00 per one thousand square feet of non-residential lot area, plus \$15.00 /residential lot
Subdivision application--exemptions	
Lot line adjustment	\$ 50.00
Elimination of lot line	\$ 50.00

Subdivision Code	
Disk form, Microsoft Word version	\$ 5.00
Paper form	\$ 10.00
Subdivision Improvements/Development Agreement Amendments	\$100.00

***Land Use Fees do not include the cost of outside professional services that may be used to evaluate or process an application. The applicant agrees to bear the costs of such outside professional services in addition to the listed base fee. A deposit to cover the reasonable anticipated costs for outside professional services may be required from the applicant at time of application.**

WATER FEES**

IN TOWN WATER FEES

Meter Size Inches	S.F.E.	Monthly Base Fee		Usage Fee
¾	1	\$34.00	+	\$5.70/1000 GAL
1	1.8	\$61.20	+	\$5.70/1000 GAL
1 ½	4	\$136.00	+	\$5.70/1000 GAL
2	7	\$238.00	+	\$5.70/1000 GAL
3	16	\$544.00	+	\$5.70/1000 GAL
4	28	\$952.00	+	\$5.70/1000 GAL

Late Fee - \$5.00 + 1% of outstanding balance two months back.

Tap Size	S.F.E.	P.I.F.
¾	1.0	\$7,500.00
1.0	1.8	\$13,500.00
1.5	4.0	\$30,000.00
2.0	7.0	\$52,500.00
3.0	16.0	\$120,000.00
4.0	28.0	\$210,000.00

OUT OF TOWN WATER AND P.I.F. FEES ARE DOUBLE IN TOWN RATE

Fee for water turned on/off	\$ 25.00/ea.
After hours turn on/off	\$ 50.00/ea
Failure to Provide Access to Water Meter	\$ 20.00/each request
Failure to pay/violations of code	\$150.00
Unauthorized water turn on	\$150.00
Bulk Water – In Town Resident	\$ 5.70/1000 gallons
Bulk Water – Out of Town Resident	\$ 11.40/1000 gallons

** Water Fees set by Fairplay Board of Trustees



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator
RE: Approval of Real Estate Contract for purchase of vacant land
DATE: March 30, 2017

This is the final contract to purchase the land next to Town Hall owned by TBK Bank. The closing date is set for April 20th for the agreed upon price of \$40,000. The changes you see on the contract were approved by Lee prior to the Mayor initialing them.

Recommended motion:

Motion to approve the real estate contract to purchase the vacant land known as new Lot 2, Colorado East Subdivision in the amount of \$40,000. This will require a roll call vote.

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
2 (CBS4-6-15) (Mandatory 1-16)
3

4 THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR
5 OTHER COUNSEL BEFORE SIGNING.
6

7 **CONTRACT TO BUY AND SELL REAL ESTATE**
8 **(LAND)**

9 **Property with No Residences)**
10 **Property with Residences-Residential Addendum Attached)**
11

12 Date: March 20, 2017

13 **AGREEMENT**

14 **1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set
15 forth in this contract (Contract).

16 **2. PARTIES AND PROPERTY.**

17 2.1. Buyer. Buyer, Town of Fairplay, Colorado
18 will take title to the Property described below as Joint Tenants Tenants In Common Other Sole Ownership
19 2.2. No Assignability. This Contract Is Not assignable by Buyer unless otherwise specified in Additional Provisions.
20

21 2.3. Seller. Seller, TBK Bank, is
22 the current owner of the Property described below.

23 2.4. Property. The Property is the following legally described real estate in the County of Park, Colorado:
24 New Lot 2, Block 9, Col east Subdivision, Town of Fairplay,
25 Park County, Colorado
26

27
28
29 known as No. TBD Main St Fairplay CO 80440
30 Street Address City State Zip

31 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of
32 Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

33
34 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

35 **2.5.1. Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price
36 unless excluded under Exclusions:

37 **None.**
38
39
40
41

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

44 **2.5.2. Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and
45 clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____.
46 Conveyance of all personal property will be by bill of sale or other applicable legal instrument.
47

48 **2.6. Exclusions.** The following items are excluded (Exclusions):

49 **None.**
50
51
52
53

54 2.7. **Water Rights, Well Rights, Water and Sewer Taps.**
55 **2.7.1. Deeded Water Rights.** The following legally described water rights:
56 **None.**
57
58 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.
59 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3,
60 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:
61 **None.**
62
63 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that
64 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household
65 purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been
66 registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must
67 complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing
68 service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well
69 Permit # is N/A.
70 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
71 **N/A**
72
73 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
74 conveyed as part of the Purchase Price as follows:
75 **None.**
76
77
78
79
80 If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of
81 the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.
82 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
83 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the
84 applicable legal instrument at Closing.
85 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:
86
87

88 **3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	3 days from MEC
		Title	
2	§ 8.1	Record Title Deadline	7 days from MEC
3	§ 8.2	Record Title Objection Deadline	15 days from MEC
4	§ 8.3	Off-Record Title Deadline	7 days from MEC
5	§ 8.3	Off-Record Title Objection Deadline	15 days from MEC
6	§ 8.4	Title Resolution Deadline	20 days from MEC
7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	
8	§ 7.3	Association Documents Deadline	N/A
9	§ 7.4	Association Documents Objection Deadline	N/A
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	7 days from MEC
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	N/A
12	§ 5.2	Loan Objection Deadline	N/A
13	§ 5.3	Buyer's Credit Information Deadline	N/A
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
15	§ 5.4	Existing Loan Documents Deadline	N/A
16	§ 5.4	Existing Loan Documents Objection Deadline	N/A

17	§ 5.4	Loan Transfer Approval Deadline	N/A
18	§ 4.7	Seller or Private Financing Deadline	N/A
Appraisal			
19	§ 6.2	Appraisal Deadline	N/A
20	§ 6.2	Appraisal Objection Deadline	N/A
21	§ 6.2	Appraisal Resolution Deadline	N/A
Survey			
22	§ 9.1	New ILC or New Survey Deadline	N/A
23	§ 9.3	New ILC or New Survey Objection Deadline	N/A
24	§ 9.4	New ILC or New Survey Resolution Deadline	N/A
Inspection and Due Diligence			
25	§ 10.3	Inspection Objection Deadline	15 days from MEC
26	§ 10.3	Inspection Resolution Deadline	20 days from MEC
27	§ 10.5	Property Insurance Objection Deadline	N/A
28	§ 10.6	Due Diligence Documents Delivery Deadline	7 days from MEC
29	§ 10.6	Due Diligence Documents Objection Deadline	15 days from MEC
30	§ 10.6	Due Diligence Documents Resolution Deadline	20 days from MEC
31	§ 10.6	Environmental Inspection Objection Deadline	N/A
32	§ 10.6	ADA Evaluation Objection Deadline	N/A
33	§ 10.7	Conditional Sale Deadline	N/A
34	§ 11.1	Tenant Estoppel Statements Deadline	N/A
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	N/A
Closing and Possession			
36	§ 12.3	Closing Date	On or before April 20, 2017
37	§ 17	Possession Date	Date of Closing
38	§ 17	Possession Time	Time of Closing
39	§ 28	Acceptance Deadline Date	March 22, 2017
40	§ 28	Acceptance Deadline Time	4:00 p.m. MDT

89 3.1. **Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,
90 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,
91 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If
92 no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

93 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.
94

95 **4. PURCHASE PRICE AND TERMS.**

96 4.1. **Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 40,000.00	
2	§ 4.3	Earnest Money		\$ 1,000.00
3	§ 4.5	New Loan		\$ N/A
4	§ 4.6	Assumption Balance		\$ N/A
5	§ 4.7	Private Financing		\$ N/A
6	§ 4.7	Seller Financing		\$ N/A
7				
8				
9	§ 4.4	Cash at Closing		\$ 539,000.00
10		TOTAL	\$ 40,000.00	\$ 40,000.00

97 4.2. **Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller
98 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
99 and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the
100 Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items
101 and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or
102 credit Buyer elsewhere in this Contract.

103 4.3. Earnest Money. The Earnest Money set forth in this section, in the form of a check _____, will be
104 payable to and held by Fidelity National Title Insurance Co. (Earnest Money Holder), in its trust account, on behalf of
105 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually
106 agree to an Alternative Earnest Money Deadline for its payment. The parties authorize delivery of the Earnest Money deposit to
107 the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has
108 agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing
109 to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the
110 Earnest Money Holder in this transaction will be transferred to such fund.

111 4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the
112 time of tender of this Contract, is as set forth as the Alternative Earnest Money Deadline.

113 4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to
114 the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided
115 in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute
116 and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
117 days of Seller's receipt of such form.

118 4.4. Form of Funds; Time of Payment; Available Funds.

119 4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
120 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
121 check, savings and loan teller's check and cashier's check (Good Funds).

122 4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be
123 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at
124 Closing OR SUCH NONPAYING PARTY WILL BE IN DEFAULT. Buyer represents that Buyer, as of the date of this
125 Contract, Does Does Not have funds that are immediately verifiable and available in an amount not less than the amount
126 stated as Cash at Closing in § 4.1.

127 4.5. New Loan.

128 4.5.1. Buyer to Pay Loan Costs. Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan
129 costs, loan discount points, prepaid items and loan origination fees, as required by lender.

130 4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to
131 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

132 4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans:
133 Conventional Other N/A

134 4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption
135 Balance set forth in § 4.1, presently payable at \$ _____ per _____ including principal and interest
136 presently at the rate of _____% per annum, and also including escrow for the following as indicated: Real Estate Taxes
137 Property Insurance Premium and _____.

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

143 Seller Will Will Not be released from liability on said loan. If applicable, compliance with the requirements for
144 release from liability will be evidenced by delivery on or before Loan Transfer Approval Deadline at Closing of an
145 appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____
146 in an amount not to exceed \$ _____.

147 4.7. Seller or Private Financing.

148 WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on
149 sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a
150 licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics
151 of financing, including whether or not a party is exempt from the law.

152 4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing,
153 Buyer Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before
154 Seller or Private Financing Deadline.

155 4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon
156 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost
157 and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before Seller or Private Financing Deadline,
158 if such Seller financing is not satisfactory to the Seller, in Seller's sole subjective discretion.

159 4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private
160 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to the Buyer, including its
161 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before Seller

162 or Private Financing Deadline, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective
163 discretion.

164

TRANSACTION PROVISIONS

165 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

166 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
167 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
168 by such lender, on or before Loan Application Deadline and exercise reasonable efforts to obtain such loan or approval.

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

176 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole
177 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole
178 subjective discretion. Accordingly: (1) Buyer must supply to Seller by Buyer's Credit Information Deadline, at Buyer's
179 expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit
180 condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information
181 and documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest
182 in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under
183 § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective
184 discretion, Seller has the Right to Terminate under § 25.1, on or before Disapproval of Buyer's Credit Information Deadline.

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

195 **6. APPRAISAL PROVISIONS.**

196 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged
197 on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set
198 forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property
199 to be valued at the Appraised Value.

200 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth
201 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

202 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
203 Purchase Price, or if the Appraisal is not received by Buyer on or before Appraisal Deadline Buyer may, on or before Appraisal
204 Objection Deadline, notwithstanding § 8.3 or § 13:

205 **6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
206 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
207 Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

208 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before Appraisal
209 Objection Deadline, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Appraisal Resolution
210 Deadline (§ 3), this Contract will terminate on the Appraisal Resolution Deadline, unless Seller receives Buyer's written
211 withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of Appraisal Resolution Deadline.
212

213 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements, removals or repairs,
214 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
215 those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of
216 this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion.
217 Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the

218 parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or
219 (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

220 6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by
221 Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company,
222 lender's agent or all three.

223
224 7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest
225 Community and subject to such declaration.

226 7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON
227 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
228 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
229 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
230 ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
231 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
232 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE
233 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE
234 DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE
235 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE
236 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.
237 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE
238 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY
239 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF
240 THE ASSOCIATION.

241 7.2. Owners' Association Documents. Owners' Association Documents (Association Documents) consist of the
242 following:

243 7.2.1. All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating
244 agreements, rules and regulations, party wall agreements;

245 7.2.2. Minutes of most recent annual owners' meeting;

246 7.2.3. Minutes of any directors' or managers' meetings during the six-month period immediately preceding the
247 date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3,
248 collectively, Governing Documents); and

249 7.2.4. The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual
250 and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if
251 any (collectively, Financial Documents).

252 7.3. Association Documents to Buyer.

253 7.3.1. Seller to Provide Association Documents. Seller is obligated to provide to Buyer the Association
254 Documents, at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the
255 Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon
256 Buyer's receipt of the Association Documents, regardless of who provides such documents.

257 7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to
258 Terminate under § 25.1, on or before Association Documents Objection Deadline, based on any unsatisfactory provision in any
259 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
260 Association Documents Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
261 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
262 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing
263 Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
264 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any
265 Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

266 8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

267 8.1. Evidence of Record Title.

268 8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance
269 company to furnish the owner's title insurance policy at Seller's expense. On or before Record Title Deadline, Seller must furnish
270 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
271 Price, or if this box is checked, an Abstract of Title certified to a current date. Seller will cause the title insurance policy to be
272 issued and delivered to Buyer as soon as practicable at or after Closing.

273 8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance
274 company to furnish the owner's title insurance policy at Buyer's expense. On or before Record Title Deadline, Buyer must

275 furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
276 Price.
277 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

278 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment Will Will Not contain Owner's
279 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
280 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'
281 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6)
282 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC
283 will be paid by Buyer Seller One-Half by Buyer and One-Half by Seller Other _____.
284 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
285 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined
286 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to
287 object under § 8.4 (Right to Object to Title, Resolution).

288 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations,
289 covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of
290 such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
291 Documents).

292 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before Record Title Deadline, copies of all Title
293 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
294 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
295 party or parties obligated to pay for the owner's title insurance policy.

296 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
297 portion of the Property (Abstract of Title) in Seller's possession on or before Record Title Deadline.

298 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
299 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before Record Title Objection Deadline.
300 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding
301 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or
302 Title Documents are not received by Buyer on or before the Record Title Deadline, or if there is an endorsement to the Title
303 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be
304 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object
305 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or
306 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of
307 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4
308 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents
309 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection
310 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title
311 Commitment and Title Documents as satisfactory.

312 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before Off-Record Title Deadline, true copies of all existing
313 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
314 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights
315 of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has
316 the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g.,
317 unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any
318 unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's
319 sole subjective discretion, must be received by Seller on or before Off-Record Title Objection Deadline. If an Off-Record Matter
320 is received by Buyer after the Off-Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer
321 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection
322 pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in
323 § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by
324 the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual
325 knowledge.

326 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those
327 matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If
328 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

329 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice
330 of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on
331 or before Title Resolution Deadline, this Contract will terminate on the expiration of Title Resolution Deadline, unless Seller
332 receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such

333 items and waives the Right to Terminate for that reason), on or before expiration of Title Resolution Deadline. If either the
334 Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of
335 the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also
336 will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

337 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or
338 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

339 **8.5. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
340 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
341 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
342 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
343 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
344 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
345 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
346 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING
347 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
348 RECORDER, OR THE COUNTY ASSESSOR.

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

351 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
352 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the
353 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate.
354 If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and
355 effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval
356 of this Contract has not occurred on or before Right of First Refusal Deadline, this Contract will then terminate.

357 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
358 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
359 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
360 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and
361 various laws and governmental regulations concerning land use, development and environmental matters.

362 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE.** THE SURFACE ESTATE OF THE
363 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER
364 OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR
365 WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,
366 GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS
367 MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE
368 MINERAL ESTATE, OIL, GAS OR WATER.

369 **8.7.2. SURFACE USE AGREEMENT.** THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
370 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
371 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
372 RECORDER.

373 **8.7.3. OIL AND GAS ACTIVITY.** OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
374 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
375 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
376 OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

377 **8.7.4. ADDITIONAL INFORMATION.** BUYER IS ENCOURAGED TO SEEK ADDITIONAL
378 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
379 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
380 AND GAS CONSERVATION COMMISSION.

381 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be excepted, excluded from,
382 or not covered by the owner's title insurance policy.

383 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are
384 strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

385 **9. NEW ILC, NEW SURVEY.**

386 **9.1. New ILC or New Survey.** If the box is checked, a New Improvement Location Certificate (New ILC)
387 New Survey in the form of N/A is required and the following will apply:

388 **9.1.1. Ordering of New ILC or New Survey.** Seller Buyer will order the New ILC or New Survey. The
389 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a
390 date after the date of this Contract.

391 9.1.2. **Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or
392 before Closing, by: Seller Buyer or:
393
394
395

396 9.1.3. **Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider
397 of the opinion of title if an Abstract of Title), and _____ will receive a New ILC or New Survey on or before
398 **New ILC or New Survey Deadline.**

399 9.1.4. **Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor
400 to all those who are to receive the New ILC or New Survey.

401 9.2. **Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
402 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
403 Survey **Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
404 Seller incurring any cost for the same.

405 9.3. **New ILC or New Survey Objection.** Buyer has the right to review and object to the New ILC or New Survey. If
406 the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
407 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

408 9.3.1. **Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

409 9.3.2. **New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
410 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

411 9.3.3. **New ILC or New Survey Resolution.** If a New ILC or New Survey Objection is received by Seller, on
412 or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement
413 thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC**
414 **or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the **New ILC or New Survey**
415 **Objection** before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

416 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

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

419 ~~10.1. **Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to~~
420 ~~Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed~~
421 ~~by Seller to Seller's actual knowledge, current as of the date of this Contract.~~

422 ~~10.2. **Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known~~
423 ~~by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer~~
424 ~~acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."~~

425 10.3. **Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
426 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the
427 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical,
428 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the
429 Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing),
430 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or
431 off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective
432 discretion, Buyer may, on or before **Inspection Objection Deadline**:

433 10.3.1. **Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

434 10.3.2. **Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that
435 Buyer requires Seller to correct.

436 10.3.3. **Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
437 **Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
438 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the
439 Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

440 10.4. **Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
441 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
442 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
443 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
444 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
445 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
446 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and

447 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed
448 pursuant to an Inspection Resolution.

449 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
450 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
451 **Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

452 **10.6. Due Diligence.**

453 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
454 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence**
455 **Documents Delivery Deadline:** *if requested by buyer [Signature]*

456 **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;

457 **10.6.1.2.** Property tax bills for the last ONE years;

458 **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including
459 architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the
460 extent now available;

461 **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;

462 **10.6.1.5.** Operating statements for the past _____ years;

463 **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;

464 **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the
465 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):
466

467 **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet
468 been completed and capital improvement work either scheduled or in process on the date of this Contract;

469 **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been
470 made for the past ONE years;

471 **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not
472 delivered earlier under § 8.3);

473 **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,
474 letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
475 other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's
476 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

477 **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of
478 the Property with said Act;

479 **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental
480 authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations,
481 if any; and

482 **10.6.1.14.** Other documents and information: *if requested by buyer [Signature]*

483
484
485 **None**

486
487
488 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due
489 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective
490 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline:**

491 **10.6.2.1.** Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

492 **10.6.2.2.** Due Diligence Documents Objection. Deliver to Seller a written description of any
493 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

494 **10.6.2.3.** Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received
495 by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not agreed in writing to a
496 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**
497 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection
498 before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

499 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
500 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
501 the Property, in Buyer's sole subjective discretion.

502 **10.6.4. Due Diligence - Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
503 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
504 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the
505 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or N/A, at the expense

506 of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation
507 whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations
508 must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants'
509 business uses of the Property, if any.

510 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the
511 Environmental Inspection Objection Deadline will be extended by _____ days (Extended Environmental Inspection Objection
512 Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the Closing Date, the Closing Date
513 will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II Environmental Site
514 Assessment.

515 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the
516 Right to Terminate under § 25.1, on or before Environmental Inspection Objection Deadline, or if applicable, the Extended
517 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
518 subjective discretion.

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

521 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
522 owned by Buyer and commonly known as N/A. Buyer has the Right to Terminate
523 under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before Conditional Sale Deadline if such
524 property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's
525 Notice to Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this provision.

526 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer Does Does Not
527 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water
528 for the Property there is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.
529 Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND
530 WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO
531 DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

532 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
533 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the
534 Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller
535 enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably
536 withheld or delayed.

537 11. TENANT ESTOPPEL STATEMENTS.

538 **11.1. Tenant Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements.
539 Seller must obtain and deliver to Buyer on or before Tenant Estoppel Statements Deadline, statements in a form and substance
540 reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease
541 stating:

542 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

543 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or
544 amendments;

545 11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;

546 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

547 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

548 11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising
549 the premises it describes.

550 **11.2. Tenant Estoppel Statements Objection.** Buyer has the Right to Terminate under § 25.1, on or before Tenant
551 Estoppel Statements Objection Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion,
552 or if Seller fails to deliver the Estoppel Statements on or before Tenant Estoppel Statements Deadline. Buyer also has the
553 unilateral right to waive any unsatisfactory Estoppel Statement.
554

555 CLOSING PROVISIONS

556 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

557 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to
558 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If
559 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing
560 Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and

561 Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this
562 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

563 12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
564 this Contract.

565 12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
566 the Closing Date or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
567 Mutual agreement between the parties.

568 12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary
569 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

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

575 13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents
576 accepted by Buyer in accordance with Record Title,

577 13.2. Distribution utility easements (including cable TV),

578 13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual
579 knowledge and which were accepted by Buyer in accordance with Off-Record Title and New ILC or New Survey,

580 13.4. Inclusion of the Property within any special taxing district, and

581 13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether
582 assessed prior to or after Closing, and

583 13.6. Other None

584 14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid will be paid at or before Closing from the
585 proceeds of this transaction or from any other source.

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

587 15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
588 to be paid at Closing, except as otherwise provided herein.

589 15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller
590 One-Half by Buyer and One-Half by Seller Other

591 15.3. Status Letter and Record Change Fees. Any fees incident to the issuance of Association's statement of
592 assessments (Status Letter) must be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller.
593 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name
594 or title of such fee (Association's Record Change Fee) must be paid by None Buyer Seller One-Half by Buyer
595 and One-Half by Seller.

596 15.4. Local Transfer Tax. The Local Transfer Tax of _____ % of the Purchase Price must be paid at Closing by
597 None Buyer Seller One-Half by Buyer and One-Half by Seller.

598 15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
599 as community association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller
600 One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):
601 _____ in the total amount of _____ % of the Purchase Price or \$ _____.

602 15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
603 \$ _____ for:

604 Water Stock/Certificates Water District
605 Augmentation Membership Small Domestic Water Company N/A
606 and must be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller

607 15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by
608 None Buyer Seller One-Half by Buyer and One-Half by Seller.

609 16. PRORATIONS. The following will be prorated to the Closing Date, except as otherwise provided:

610 16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
611 year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy and
612 Most Recent Assessed Valuation, Other

613 16.2. Rents. Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to
614 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of

615 such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must
616 assume Seller's obligations under such Leases.

617 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
618 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred
619 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.
620 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.
621 Any special assessment assessed prior to Closing Date by the Association will be the obligation of Buyer Seller. Except
622 however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature
623 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association
624 Assessments are currently payable at approximately \$ _____ per _____ and that there are no unpaid regular
625 or special assessments against the Property except the current regular assessments and _____. Such
626 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to
627 deliver to Buyer before Closing Date a current Status Letter.

628 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and None _____

629 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

630 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on Possession Date at Possession Time, subject to
631 the Leases as set forth in § 10.6.1.7.

632
633 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
634 to Buyer for payment of \$ 100.00 per day (or any part of a day notwithstanding § 18.1) from Possession Date and
635 Possession Time until possession is delivered.

636

GENERAL PROVISIONS

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

638 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain
639 Time (Standard or Daylight Savings as applicable).

640 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,
641 the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or
642 federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a
643 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

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

647 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of
648 loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of
649 the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance
650 proceeds, will use Seller's reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under
651 § 25.1, on or before Closing Date if the Property is not repaired before Closing Date or if the damage exceeds such sum. Should
652 Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance
653 proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus
654 the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event
655 Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the
656 Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if
657 acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the
658 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and
659 will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the
660 insurance claim.

661 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication
662 services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged
663 between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement
664 of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the
665 maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance
666 proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or
667 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before
668 Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or
669 Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the

670 Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that
671 may be purchased and may cover the repair or replacement of such Inclusions.

672 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
673 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
674 action. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, based on such condemnation action, in Buyer's
675 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
676 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
677 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

678 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
679 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

680 **19.5. Risk of Loss - Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
681 by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for
682 the growing crops.

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

686 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
687 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
688 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting
689 party has the following remedies:

690 **21.1. If Buyer is in Default:**

691 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
692 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree
693 the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect
694 to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

695 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller
696 may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is
697 agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree
698 is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY
699 REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific
700 performance and additional damages.

701 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
702 hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this
703 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

704 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
705 or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must award to the prevailing party all
706 reasonable costs and expenses, including attorney fees, legal fees and expenses.

707 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties
708 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
709 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
710 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
711 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
712 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at
713 that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from
714 filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation.
715 This section will not alter any date in this Contract, unless otherwise agreed.

716 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
717 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
718 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole
719 subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and
720 deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and
721 reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money
722 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
723 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is

724 authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has
725 not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order
726 of the Court. The parties reaffirm the obligation of Mediation. This Section will survive cancellation or termination of this
727 Contract.

728 **25. TERMINATION.**

729 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
730 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
731 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
732 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as
733 satisfactory and waives the Right to Terminate under such provision.

734 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be
735 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

736 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
737 addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining
738 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the
739 terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right
740 or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the
741 same. Any successor to a Party receives the predecessor's benefits and obligations of this Contract.

742 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

743 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
744 § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or
745 notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after
746 Closing must be received by the party, not Broker or Brokerage Firm).

747 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer
748 or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of
749 Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or
750 Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

751 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email
752 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to
753 access the documents, or (3) facsimile at the Fax No. of the recipient.

754 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
755 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
756 located in Colorado.

757 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
758 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
759 before Acceptance Deadline Date and Acceptance Deadline Time. If accepted, this document will become a contract between
760 Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy
761 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

762 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not
763 limited to, exercising the rights and obligations set forth in the provisions of Financing Conditions and Obligations, Title
764 Insurance, Record Title and Off-Record Title, Current Survey Review and Property Disclosure, Inspection, Indemnity,
765 Insurability, Due Diligence, Buyer Disclosure and Source of Water.

766 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

767 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
768 Commission.)

769 Performance of this Contract by the Town of Fairplay (Buyer) is conditioned on approval of this
770 Contract by the Fairplay Board of Trustees at a public meeting preceded by the required notice.
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31. ATTACHMENTS.

31.1. The following attachments are a part of this Contract:

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

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SIGNATURES

Buyer's Name: Town of Fairplay, Colorado

Buyer's Name: _____

Carby Lane 3-20-17
Buyer's Signature Date

Buyer's Signature _____ Date _____

Address: 901 Main Street
Fairplay, CO 80440
Phone No.: (719) 836-2822
Fax No.: _____
Email Address: tdarrah@fairplayco.us

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

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

Seller's Name: TBK Bank, SSB

Seller's Name: _____

by *Dave Dreyher, President-Western Division*
Seller's Signature

Seller's Signature _____ Date _____

Date: 3/23/17
Address: 3 Park Central, Suite 1700
Dallas, TX 75251
Phone No.: (719) 395-8648 (610)
Fax No.: _____
Email Address: dreyher@tbkbank.com

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

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

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Buyer)

Broker Does Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the

executed written mutual instructions, provided the Earnest Money check has cleared.

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

This is a Change of Status.

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

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker Does Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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

This is a Change of Status.

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

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator
RE: Funding a portion of the costs to form a Health Services District
DATE: March 30, 2017

Per the last meeting with the Town of Alma Board and the BOCC, this item is on your agenda for formal approval. As you may recall from the meeting, the Town's portion would be 13% of the cost for legal and financial fees – stated to be approximately \$25,000 for legal and \$2,500 for financial. At these amounts the Town's share would be \$3,575.

Recommended motion:

Motion to approve funding a portion of the bill for legal and financial services associated with drafting the service plan for formation of a Health Services District in South Park. This will require a roll call vote.

