

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
1198 W. Victory Way Craig, Colorado 81625
(970) 824-5517

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Special Board Meeting Agenda

Minutes will be recorded for these formal meetings

Wednesday, February 19, 2025

10:00 am

Office of Development Services – Roy Tipton

- Review offer for County-owned property at 539 Barclay Street

Adjournment

The next scheduled BOCC meeting will be Tuesday, February 25, 2025 - 8:30 am

**** Agenda is Subject to Change until 24 hours before scheduled Hearings****

The Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings



9:13 AM 2/18/2025

1 Intermountain Real Estate
2 Michael LeWarne
3 Ph: (970)-824-3481
4 Fax: (970)-824-3106

5 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real
6 Estate Commission. (CBS3-8-24) (Mandatory 8-24)

7
8 THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND
9 TAX OR OTHER COUNSEL BEFORE SIGNING.

10 **CONTRACT TO BUY AND SELL REAL ESTATE**
11 **(COMMERCIAL)**

12 **Property with No Residences)**
13 **(Property with Residences-Residential Addendum Attached)**

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16
17 Date: 2/17/2025

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20 **AGREEMENT**

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

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26 **2. PARTIES AND PROPERTY.**

27 **2.1. Buyer.** Jenison Properties LLC (Buyer) will take title to the Property described below as
28 Joint Tenants Tenants In Common Other .

29 **2.2. No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in
30 **Additional Provisions.**

31 **2.3. Seller.** Moffat County, A Body Politic (Seller) is the current owner of the Property described
32 below.

33
34 **2.4. Property.** The Property is the following legally described real estate in the County of
35 Moffat, Colorado (insert legal description):

36 Subd: ORIGINAL CRAIG Lot: 34 - 35 Block: 27 and Subd: ORIGINAL CRAIG Lot: 11 - 15
37 Block: 27 S2 OF LOT 10, S5 FT OF LOT 16, ALL LOTS 17-32, S5 FT OF LOT 33, AND ALL
38 LOTS 36-37

39 known as: 539 Barclay Street, Craig, CO 81625

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

43
44 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

45
46 **2.5.1. Inclusions – Attached.** If attached to the Property on the date of this Contract, the
47 following items are included unless excluded under **Exclusions:** lighting, heating, plumbing, ventilating and
48 air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting
49 blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems
50 and controls, built-in vacuum systems (including accessories) and garage door openers (including 0 remote
51 controls). If checked, the following are owned by the Seller and included: **Solar Panels**
52 **Water Softeners** **Security Systems** **Satellite Systems** (including satellite dishes). Leased items
53 should be listed under § 2.5.8. (Leased Items). If any additional items are attached to the Property after the
54 date of this Contract, such additional items are also included in the Purchase Price.

55
56 **2.5.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this

Initials _____

57 Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors,
58 window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery
59 rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide
60 alarms, smoke/fire detectors and all keys.

61 **2.5.3. Other Inclusions.** The following items, whether fixtures or personal property, are also
62 included in the Purchase Price:

63 **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must
64 be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate
65 taxes for the year of Closing), liens and encumbrances, except:

66 Buyer **Will** **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's
67 review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such
68 lender before Closing. If Buyer does not receive such approval this Contract terminates.

69 **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of
70 sale or other applicable legal instrument.

71 **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities: ;
72 and the use or ownership of the following storage facilities:

73 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should
74 investigate.

75 **2.5.7. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

76 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes
77 (except personal property taxes for the year of Closing), liens and encumbrances, except Conveyance will
78 be by bill of sale or other applicable legal instrument.

79 **2.5.8. Leased Items.** The following personal property is currently leased to Seller which will be
80 transferred to Buyer at Closing (Leased Items):

81 Buyer **Will** **Will Not** assume Seller's debt and obligations under such leases for the Leased Items
82 subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by
83 such lender before Closing. If Buyer does not receive such approval this Contract terminates.

84 **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase
85 agreement, regardless of the name or title, to authorize a third-party to operate and maintain a photovoltaic
86 system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing.
87 Buyer **Will** **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review
88 under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party before Closing. If
89 Buyer does not receive such approval this Contract terminates.

90 **2.6. Exclusions.** The following items are excluded (Exclusions):

91 **2.7. Water Rights/Well Rights.**

92 **2.7.1. Deeded Water Rights.** The following legally described water rights:
93 Any deeded water rights will be conveyed by a good and sufficient deed at Closing.

94 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
95 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

96 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer
97 understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well"
98 used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership
99 form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in
100 the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for
101 the well and pay the cost of registration. If no person will be providing a closing service in connection with the
102 transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is .

103 **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

104 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights
105 Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such
106 rights to Buyer by executing the applicable legal instrument at Closing.

107 **2.7.6. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights
108

is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	2/19/2025 Wednesday
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	3/7/2025 Friday
4	§ 8	Record Title Objection Deadline	3/10/2025 Monday
5	§ 8	Off-Record Title Deadline	3/7/2025 Friday
6	§ 8	Off-Record Title Objection Deadline	3/10/2025 Monday
7	§ 8	Title Resolution Deadline	3/13/2025 Thursday
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	3/3/2025 Monday
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	3/3/2025 Monday
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	3/7/2025 Friday
26	§ 9	New ILC or New Survey Objection Deadline	3/10/2025 Monday
27	§ 9	New ILC or New Survey Resolution Deadline	3/12/2025 Wednesday
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	

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174	29	§ 8	Mineral Rights Examination Deadline		
175	30	§ 10	Inspection Termination Deadline	3/14/2025	Friday
176	31	§ 10	Inspection Objection Deadline	3/11/2025	Tuesday
177	32	§ 10	Inspection Resolution Deadline	3/14/2025	Friday
178	33	§ 10	Property Insurance Termination Deadline	3/11/2025	Tuesday
179	34	§ 10	Due Diligence Documents Delivery Deadline	3/3/2025	Monday
180	35	§ 10	Due Diligence Documents Objection Deadline	3/5/2025	Wednesday
181	36	§ 10	Due Diligence Documents Resolution Deadline	3/7/2025	Friday
182	37	§ 10	Environmental Inspection Termination Deadline	3/7/2025	Friday
183	38	§ 10	ADA Evaluation Termination Deadline	3/10/2025	Monday
184	39	§ 10	Conditional Sale Deadline		
185	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)		
186	41	§ 11	Estoppel Statements Deadline		
187	42	§ 11	Estoppel Statements Termination Deadline		
188			Closing and Possession		
189	43	§ 12	Closing Date	3/25/2025	Tuesday
190	44	§ 17	Possession Date	3/25/2025	Tuesday
191	45	§ 17	Possession Time		
192	46	§ 27	Acceptance Deadline Date	2/18/2025	Tuesday
193	47	§ 27	Acceptance Deadline Time	5 PM	
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3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

Initials _____

232 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as
 233 follows:
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Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 200,000.00	
2	§ 4.3.	Earnest Money		\$ 5,000.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				\$
8				\$
9	§ 4.4.	Cash at Closing		\$ 195,000.00
10		Total	\$ 200,000.00	\$ 200,000.00

250 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$0 (Seller Concession). The Seller
 251 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed
 252 by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of
 253 allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs,
 254 loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or
 255 expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere
 256 in this Contract.
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258 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a **Personal Check**,
 259 will be payable to and held by **Title Company** (Earnest Money Holder), in its trust account, on behalf of
 260 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the
 261 parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize
 262 delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at
 263 or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money
 264 deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
 265 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money
 266 deposited with the Earnest Money Holder in this transaction will be transferred to such fund.
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268 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if
 269 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.
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271 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,
 272 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as
 273 set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not
 274 already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer
 275 or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
 276 days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in §
 277 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an
 278 Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller,
 279 written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.
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281 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute
 282 and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and
 283 liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the
 284 Earnest Money due to a Buyer default.

285 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute
 286 and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and
 287 liable to Seller as set forth in "If Buyer is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest
 288 Money due to a Seller Default.
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290 **4.4. Form of Funds; Time of Payment; Available Funds.**

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

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, **Does** **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

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

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

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

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

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

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

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

349 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more
350 Common Interest Communities and subject to one or more declarations (Association).

351 **7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A**
352 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.**
353 **THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'**
354 **ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND**
355 **REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND**
356 **REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,**
357 **INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES**
358 **NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY**
359 **AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND**
360 **REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE**
361 **PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF**
362 **THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY**
363 **WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
364 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ**
365 **THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF**
366 **THE ASSOCIATION.**
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368 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association
369 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline.** Seller
370 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's
371 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association
372 Documents, regardless of who provides such documents.
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374 **7.3. Association Documents.** Association documents (Association Documents) consist of the
375 following:

376 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization,
377 operating agreements, rules and regulations, party wall agreements and the Association's responsible
378 governance policies adopted under § 38-33.3-209.5, C.R.S.;

379 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or
380 managers' meetings; such minutes include those provided under the most current annual disclosure required
381 under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the
382 minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent
383 minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and
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385 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual
386 Disclosure, including, but not limited to, property, general liability, association director and officer professional
387 liability and fidelity policies. The list must include the company names, policy limits, policy deductibles,
388 additional named insureds and expiration dates of the policies listed (Association Insurance Documents);
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390 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special
391 assessments as disclosed in the Association's last Annual Disclosure;

392 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's
393 operating budget for the current fiscal year, (2) the Association's most recent annual financial statements,
394 including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual
395 Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the
396 fees and charges (regardless of name or title of such fees or charges) that the Association's community
397 association manager or Association will charge in connection with the Closing including, but not limited to,
398 any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or
399 update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record
400 Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves
401 or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial
402 Documents);
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404 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under §
405 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or
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disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

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

8.1. Evidence of Record Title.

8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase 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 issued and delivered to Buyer as soon as practicable at or after Closing.

8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment **Will** **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** . Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

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

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

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

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Deadline.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has 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., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted

8.5. Tax Certificate. A tax certificate paid for by Seller Buyer, for the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this

Initials _____

524 Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will
525 then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the
526 Property on or before the Record Title Deadline.

527 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole
528 subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), §
529 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to
530 object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the
531 following options:
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533 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title
534 matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not
535 agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on
536 the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's
537 Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to
538 Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
539 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3.
540 (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or
541 fifteen days after Buyer's receipt of the applicable documents; or
542

543 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under §
544 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole
545 subjective discretion.

546 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and
547 should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the
548 title, ownership and use of the Property, including, without limitation, boundary lines and encroachments,
549 set-back requirements, area, zoning, building code violations, unrecorded easements and claims of
550 easements, leases and other unrecorded agreements, water on or under the Property and various laws and
551 governmental regulations concerning land use, development and environmental matters.
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553 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
554 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND**
555 **TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE**
556 **MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL,**
557 **GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE**
558 **PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF**
559 **THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

560 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**
561 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**
562 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE**
563 **COUNTY CLERK AND RECORDER.**
564

565 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**
566 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,**
567 **WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,**
568 **PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING**
569 **FACILITIES.**

570 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
571 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,**
572 **INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE**
573 **COLORADO OIL AND GAS CONSERVATION COMMISSION.**
574

575 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be
576 excepted, excluded from, or not covered by the owner's title insurance policy.

577 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is
578 unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.
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580 **9. NEW ILC, NEW SURVEY.**
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582 9.1. **New ILC or New Survey.** If the box is checked, (1) **New Improvement Location Certificate**
583 **(New ILC)**; or, (2) **New Survey** in the form of ; is required and the following will apply:

584 9.1.1. **Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New
585 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
586 certified and updated as of a date after the date of this Contract.

587 9.1.2. **Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on
588 or before Closing, by: **Seller** **Buyer** or:

589 9.1.3. **Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or
590 the provider of the opinion of title if an Abstract of Title) and **Brokers** will receive a New ILC or New Survey
591 on or before **New ILC or New Survey Deadline**.

592 9.1.4. **Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by
593 the surveyor to all those who are to receive the New ILC or New Survey.

594 9.2. **Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a
595 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller
596 or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective
597 discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

598 9.3. **New ILC or New Survey Objection.** Buyer has the right to review and object based on the New
599 ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to
600 Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection**
601 **Deadline**, notwithstanding § 8.3. or § 13:

602 9.3.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is
603 terminated; or

604 9.3.2. **New ILC or New Survey Objection.** Deliver to Seller a written description of any matter
605 that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer
606 requires Seller to correct.

607 9.3.3. **New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received
608 by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not
609 agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this
610 Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller
611 receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on
612 or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

621 10.1. **Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller
622 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's
623 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date
624 of this Contract.

625 10.2. **Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller
626 must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract.
627 Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an
628 adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer.
629 Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days
630 after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer
631 acknowledges that Seller is conveying the Property and Inclusions to Buyer in an "**As Is**" condition, "**Where**
632 **Is**" and "**With All Faults**."

633 10.3. **Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right
634 to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and
635 Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not
636

641 limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other
642 mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service
643 to the Property (including utilities and communication services), systems and components of the Property
644 (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or
645 (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the
646 Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

647 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify
648 Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition,
649 provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this
650 provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

651 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to
652 Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

653 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before
654 **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
655 or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline**
656 unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on
657 or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and
658 the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
659 executing an Earnest Money Release.

660 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other
661 written agreement between the parties, is responsible for payment for all inspections, tests, surveys,
662 engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that
663 occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any
664 kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold
665 Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any
666 such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by
667 Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including
668 Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the
669 termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection
670 Resolution.

671 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance**
672 **Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and
673 premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

674 **10.6. Due Diligence.**

675 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents
676 and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or
677 before **Due Diligence Documents Delivery Deadline**:

678 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other
679 occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining
680 to the Property that survive Closing are as follows (Leases):

681 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.8., Leased
682 Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information
683 pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

684 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are
685 encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the
686 evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due**
687 **Diligence Documents Delivery Deadline**.

688 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items
689 (regardless of its name or title).

690 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable
691 government entity, on or before the local health department's applicable deadline, Seller must pay for and
692 furnish to Buyer a Septic Use Permit.

699 **10.6.1.6. Other Documents.** If the respective box is checked, Seller agrees to additionally
700 deliver copies of the following:
701 **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the
702 Property;
703 **10.6.1.6.2.** Property tax bills for the last years;
704 **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements,
705 including architectural, electrical, mechanical and structural systems; engineering reports; and permanent
706 Certificates of Occupancy, to the extent now available;
707 **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;
708 **10.6.1.6.5.** Operating statements for the past years;
709 **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;
710 **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete
711 but has not yet completed and capital improvement work either scheduled or in process on the date of this
712 Contract;
713 **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims
714 which have been made for the past years;
715 **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the
716 Property (if not delivered earlier under § 8.3.);
717 **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II
718 environmental reports, letters, test results, advisories and similar documents respective to the existence or
719 nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or
720 underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller,
721 Seller warrants that no such reports are in Seller's possession or known to Seller;
722 **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning
723 the compliance of the Property with said Act;
724 **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any
725 governmental authority with jurisdiction over the Property and written notice of any violation of any such
726 permits, licenses or use authorizations, if any; and
727 **10.6.1.6.13.** Other:

732 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and
733 object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or
734 are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**
735 **Objection Deadline:**

736 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract
737 is terminated; or

738 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of
739 any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

740 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection
741 is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller
742 have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution**
743 **Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller
744 receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e.,
745 on or before expiration of **Due Diligence Documents Resolution Deadline**.

746 **10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not
747 delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten
748 days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review
749 and object to such Due Diligence Document is extended due to such Due Diligence Document not being
750 delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution
751 Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due
752 Diligence Document.

753 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence**
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757 **Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by
758 any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.
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760 **10.6.4. Due Diligence – Environmental.** Buyer has the right to obtain environmental inspections
761 of the Property including a Phase I Environmental Site Assessment. Seller Buyer will order or provide
762 a current Phase I Environmental Site Assessment (compliant with the most current version of the applicable
763 ASTM E1527 standard practices for Environmental Site Assessments) and/or , at the expense of Seller
764 Buyer (Environmental Inspection).

765 If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment,
766 the **Environmental Inspection Termination Deadline** will be extended by days (Extended Environmental
767 Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline
768 extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event,
769 Seller Buyer must pay the cost for such Phase II Environmental Site Assessment.
770

771 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this §
772 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection**
773 **Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based
774 on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

775 **10.6.5. Due Diligence – ADA.** Buyer, at Buyer's expense, may also conduct an evaluation
776 whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections
777 and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of
778 Seller's and any Seller's tenants' business uses of the Property, if any.

779 Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**,
780 based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.
781

782 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of
783 that certain property owned by Buyer and commonly known as . Buyer has the Right to Terminate under §
784 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if
785 such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller
786 does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any
787 Right to Terminate under this provision.
788

789 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).**
790 **[Intentionally Deleted - See Residential Addendum if applicable]**

791 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of
792 the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions
793 or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend,
794 alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the
795 Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or
796 delayed.
797

798 **10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]**

799 **10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if**
800 **applicable]**

801 **10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if**
802 **applicable]**
803

804 11. TENANT ESTOPPEL STATEMENTS.

805 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel
806 Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on
807 or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to
808 Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease
809 stating:
810

811 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

812 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent
813 modifications or amendments;

814 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to
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Seller;

- 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
- 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
- 11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and

complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer’s sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

12.2. Closing Instructions. Colorado Real Estate Commission’s Closing Instructions **Are** **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by All involved parties.

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

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller’s obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer’s compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative’s deed deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed “subject to statutory exceptions” as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including

Initials _____

874 any governmental liens for special improvements installed as of the date of Buyer's signature hereon,
875 whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the
876 proceeds of this transaction or from any other source.
877

878 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
879 **WITHHOLDING.**

880 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all
881 other items required to be paid at Closing, except as otherwise provided herein.

882 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by
883 Buyer Seller One-Half by Buyer and One-Half by Seller Other .

884 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**,
885 Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current
886 Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:
887

888 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must
889 be paid by Seller.

890 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by Buyer Seller
891 One-Half by Buyer and One-Half by Seller N/A.

892 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working
893 capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be
894 paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
895

896 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will
897 be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
898

899 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by Buyer Seller
900 One-Half by Buyer and One-Half by Seller N/A.

901 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be
902 paid when due by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
903

904 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property,
905 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at
906 Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

907 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this
908 Contract, do not exceed \$ for:

909 Water District/Municipality Water Stock
910 Augmentation Membership Small Domestic Water Company

911 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
912

913 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to
914 Buyer must be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

915 **15.9. FIRPTA and Colorado Withholding.**

916 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the
917 Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not
918 occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in
919 this Section is checked, Seller represents that Seller IS a foreign person for purposes of U.S. income
920 taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for
921 purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide
922 any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller
923 authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with
924 Seller's tax advisor to determine if withholding applies or if an exemption exists.
925

926 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of
927 the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if
928 not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any
929 reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing
930 Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to
931

determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

Taxes for the Calendar Year Immediately Preceding Closing

Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or **Other**

16.1.2. Rents. Rents based on **Rents Actually Received** **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of **Buyer** **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **200.00** per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

General Provisions

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

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the 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 acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **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 Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

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

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

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

20.1. If Buyer is in Default:

20.1.1. Specific Performance. Seller may elect to cancel this Contract and all Earnest Money (whether or not paid 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 the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided

1049 in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations
1050 of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

1051 **20.2. If Seller is in Default:**

1052 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as
1053 canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may
1054 recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for
1055 failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this
1056 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or
1057 both.
1058

1059 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under
1060 this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller,
1061 failure to perform any replacements or repairs required under this Contract or failure to timely disclose any
1062 known adverse material facts, Seller remains liable for any such failures to perform under this Contract after
1063 Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and
1064 survive Closing.
1065

1066 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event
1067 of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court
1068 must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and
1069 expenses.
1070

1071 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not
1072 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the
1073 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators
1074 cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must
1075 agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share
1076 equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the
1077 entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by
1078 one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing
1079 in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property,
1080 before or after the date of written notice requesting mediation. This Section will not alter any date in this
1081 Contract, unless otherwise agreed.
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1084

1085 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must
1086 release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller.
1087 In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to
1088 release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1)
1089 wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a
1090 court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable
1091 attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless
1092 Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller)
1093 containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money
1094 Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In
1095 the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the
1096 time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the
1097 Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or
1098 termination of this Contract.
1099
1100

1101 **24. TERMINATION.**

1102 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to
1103 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to
1104 Terminate), provided such written notice was received on or before the applicable deadline specified in this
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1106

Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified in the Contract is ineffective and does not terminate this Contract.

24.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

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

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

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

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

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

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;** and **Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.**

29. BUYER'S BROKERAGE FIRM COMPENSATION. Buyer's brokerage firm's compensation will be paid, at Closing, as follows:

29.1. 2% of the Purchase Price or \$ by Seller. Buyer's brokerage firm is an intended third-party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.

- 1166 **29.2.** % of the Purchase Price or \$ by Buyer pursuant to a separate agreement between Buyer and
1167 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of
1168 this Contract.
1169 **29.3.** % of the Purchase Price or \$ by a separate agreement between Buyer's brokerage firm and
1170 Seller's brokerage firm.
1171

1172 **ADDITIONAL PROVISIONS AND ATTACHMENTS**
1173
1174

1175 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
1176 Colorado Real Estate Commission.)
1177 **Offer to purchase contingent upon City of Craig approval to increase the size of the domestic**
1178 **water line to 1.5 inches in diameter. Approval by the City of Craig only, no expense shall be**
1179 **incurred by the seller.**
1180
1181

1182 **31. OTHER DOCUMENTS.**

1183 **31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:
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1185

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1189 **31.2. Documents Not Part of Contract.** The following documents have been provided but are **not a**
1190 **part** of this Contract:
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1198 **Signatures**
1199

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1203 *Justin Jenison, Owner/manager*

Date: 2/17/2025

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1206 Buyer: **Jenison Properties LLC**
1207 **By: Justin Jenison, Owner/manager**
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1214 *Courtney Jenison, Owner/manager*

Date: 2/17/2025

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1216 Buyer: **Jenison Properties LLC**
1217 **By: Courtney Jenison, Owner/manager**
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1222 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**
1223

Date: _____

Seller: **Moffat County, A Body Politic**
By: Melody Villard, BOCC

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker Does **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, 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** **Transaction-Broker** in this transaction.

Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Intermountain Real Estate**

Brokerage Firm's License #: **10005498**

Michael LeWarne

Date: **2/17/2025**

Broker's Name: **Michael LeWarne**

Broker's License #: **100005498**

Address: **3790 W US 40 Craig, CO 81625**

Phone No.: **(970)-824-3481**

Fax No.: **(970)-824-3106**

Email Address: **lewarnea@aol.com**

Initials _____

1282 **B. Broker Working with Seller**

1283
1284 Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if
1285 Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not
1286 already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest
1287 Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of
1288 Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written
1289 mutual instructions, provided the Earnest Money check has cleared.
1290

1291
1292 Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** in this transaction.
1293

1294 **Customer**. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship
1295 with Buyer.
1296

1297 Brokerage Firm's compensation or commission is to be paid by **Seller** **Buyer** **Other** .
1298

1299 This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT
1300 create any claim for compensation. Any agreement to pay compensation must be entered into separately and
1301 apart from this provision.
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1305
1306 Brokerage Firm's Name: **Country Living Realty LLC**
1307

1308 Brokerage Firm's License #:
1309
1310 _____ Date: _____
1311

1312 Broker's Name: **Dorina Fredrickson**

1313 Broker's License #:
1314

1315 Address: **304 W Victory Way Craig, CO 81625**

1316 Phone No.: **970-824-0223**
1317

1318 Fax No.: **970-824-5660**

1319 Email Address: **dorina@isellcraig.com**
1320

1321
1322 _____

1323 **CBS3-8-24. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)**

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Initials _____

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
 (SPD19C-6-23) (Mandatory 1-24)

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

SELLER'S PROPERTY DISCLOSURE
 (COMMERCIAL)

THIS SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Seller's Property Disclosure ("SPD") is correct to Seller's CURRENT ACTUAL KNOWLEDGE as of this Date. Any changes must be disclosed by Seller to Buyer promptly after discovery. Seller's failure to disclose a known adverse material fact affecting the Property or occupant may result in legal liability. If the sales contract requires Seller to complete this SPD, this form must be fully completed to Seller's current actual knowledge, as of the date of the Contract. If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section N. Broker may deliver a copy of this SPD to prospective buyers.

SELLER: Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

Note: Buyer and Seller should review the Advisory at the end of this SPD.

Date: **2/18/2025**

Property:

539 Barclay Street, Craig, CO 81625

Seller: **MOFFAT COUNTY, A BODY POLITIC**

Year Built: **1927**

Year Seller Acquired Property: **1998**

Note: The Contract to Buy and Sell Real Estate, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

I. IMPROVEMENTS

A.	BUILDING CONDITIONS (all aspects of the Property) If you know of any of the following problems EVER EXISTING , check the "Yes" column:	Yes	
1	Structural		
2	Moisture and/or water		
3	Damage due to termites, other insects, birds, animals, or rodents		
4	Damage due to hail, wind, fire, flood, or other casualty		
5	Cracks, heaving or settling		
6	Exterior wall or window		
7	Exterior Artificial Stucco (EIFS)		
8	Subfloors		
9			
10			

Initials _____

B. ROOF If you know of any of the following problems EVER EXISTING , check the "Yes" column:		Yes	Comments
1	Roof leak		
2	Damage to roof		
3	Skylight		
4	Gutter or downspout		
5	Other roof problems, issues or concerns		
6			
7			
	ROOF - Other Information Do you know of the following on the Property:		
8	Roof under warranty until Transferable? <input type="checkbox"/> YES <input type="checkbox"/> NO		
9	Roof work done while under current roof warranty		
10	Roof material: Age:		
11			

C. ELECTRICAL & TELECOMMUNICATIONS If you know of any problems NOW EXISTING with the following, check the "Yes" column:		Yes	Age If Known	Comments
1	Light fixtures			
2	Switches & outlets			
3	Telecommunications system, equipment, or service			
4	Inside telephone wiring & blocks/jacks			
5				
6				
	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems EVER EXISTING with the following, check the "Yes" column:			
7	Electrical Service			
8	Aluminum wiring at the outlets (110)			
9	Solar panels: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
10	Wind generators: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
11	Electric Wiring or Panel			
12				
13				
	ELECTRICAL & TELECOMMUNICATIONS - Other Information: Do you know of the following on the Property:			
14	<input type="checkbox"/> 220 volt service <input type="checkbox"/> Phase 3			
15	Electrical Service: Amps			
16	Electrical Provider: Yampa Valley Electric			
17	Telecommunication System, Equipment, or Service (T-1, fiber, cable, satellite) Name of Provider:			
18				

Initials _____

D. MECHANICAL If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1 Elevator			
2 Lifts or Hoists			
3 Fire suppression and/or sprinkler system			
4 Escalator			
5			
6			

E. VENTILATION, AIR & HEAT If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1 Heating System			
2 Evaporative cooler			
3 Window air conditioning units			
4 Central air conditioning			
5 Attic fan			
6 Vent fans			
7 Humidifier			
8 Air Purifier			
9 Fireplace			
10 Fireplace insert			
11 Heating Stove			
12 Fuel tanks			
13			
14			
VENTILATION, AIR & HEAT - Other Information: Do you know of the following on the Property:			
15 Heating system (including furnace): Type Fuel Type Fuel			
16 Fireplace: Type Fuel			
17 Heating Stove: Type Fuel			
18 When was fireplace/wood stove, chimney/flue last cleaned: Date: <input type="checkbox"/> Do not know			
19 Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
20 Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Type			
21 Fuel Provider: Atmos Energy			
22			

Initials _____

F. WATER If you know of any problems NOW EXISTING with the following, check the "Yes" column:		Yes	Age If Known	Comments
1	Water heater(s)			
2	Water filter system			
3	Water softener			
4	Water system pump			
5	Fire sprinkler system			
6	Backflow prevention device			
7				
8				
WATER If you know of any problems EVER EXISTING with the following, check the "Yes" column:				
9	Water system (including lines and water pressure)			
10	Well			
11	Irrigation system			
12				
13				
WATER - Other Information: Do you know of the following on the Property:				
14	Water heater: Number of Fuel type Capacity			
15	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
16	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
17	Master Water Shutoff Location:			
18	Well metered			
19	Well Pump: Date of last inspection Date of last service			
20	Galvanized pipe			
21	Polybutylene pipe			
22	Well Pump: GPM Date:			
23	Cistern water storage gallons			
24	Supplemental water purchased in past 2 years?			
25				

G. WATER SUPPLY Do you know of the following on the Property:	
1	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No.

H. SEWER If you know of any problems EVER EXISTING with the following, check the "Yes" column:		Yes	Comments

Initials _____

1	Sewage system (including sewer lines)		
2	Lift station (sewage ejector pump)		
3			
4			
	SEWER - Other Information: Do you know of the following on the Property:		
5	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other If the Property is served by an on-site septic system, provide buyer with a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon		
6	Sewer service provider:		
7	Sewer line scoped? Date:		
8	If a septic system, date of latest Individual Use Permit issued:		
9	If a septic system, date of latest inspection:		
10	If a septic system, date of latest pumping:		
11	Gray water storage/use		
12			

I. FLOODING AND DRAINAGE If you know of any problems EVER EXISTING with the following on the Property, check the "Yes" column:	Yes	Comments
1	Flooding or drainage	
2		
3		
	DRAINAGE AND RETENTION PONDS - Other Information Do you know of the following on the Property:	
4	Drainage, retention ponds	
5		

J. OTHER DISCLOSURES - IMPROVEMENTS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Comments
1	Included fixtures and equipment	
2	Stains on carpet	
3	Floors	
4		
5		

II. GENERAL

K. USE, ZONING & LEGAL ISSUES If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD, or non-conforming use	

Initials _____

2	Notice or threat of condemnation proceedings		
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		
4	Notice of zoning action related to the Property		
5	Building code, city, or county violations		
6	Violation of restrictive covenants or owners' association rules or regulations		
7	Any building or improvements constructed within the past one year before this Date without approval by the owners' association or its designated approving body		
8	Any additions or alterations made with a Building Permit		
9	Any additions or non-aesthetic alterations made without a Building Permit		
10	Notice of ADA complaint or report		
11	Other legal action		
12	Any part of the Property leased to others (written or oral)		
13	Archeological or historical designation on the Property		
14	Threatened or Endangered species on the Property		
15	Grandfathered conditions or uses		
16			
17			

L.	ACCESS & PARKING If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Any access problems, issues or concerns		
2	Roads, trails, paths, or driveways through the Property used by others		
3	Public highway or county road bordering the Property		
4	Any proposed or existing transportation project that affects or is expected to affect the Property		
5	Encroachments, boundary disputes or unrecorded easements		
6	Shared or common areas with adjoining properties		
7	Requirements for curb, gravel/paving, landscaping		
8	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year		
9			
10			

M.	ENVIRONMENTAL CONDITIONS If you know of any of the following EVER EXISTING on any part of the Property, check the "Yes" column:	Yes	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents, or petroleum products		
2	Underground storage tanks		
3	Aboveground storage tanks		
4	Underground transmission lines		

Initials _____

5	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill		
6	Monitoring wells or test equipment		
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property		
8	Mine shafts, tunnels, or abandoned wells on the Property		
9	Within a governmentally designated geological hazard or sensitive area		
10	Within a governmentally designated floodplain or wetland area		
11	Dead, diseased, or infested trees or shrubs		
12	Environmental assessments, studies, or reports done involving the physical condition of the Property		
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells		
14	Other environmental problems, issues or concerns		
15	Grease or sand pits or traps		
16			
17			

N.	COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY If you know of any of the following NOW EXISTING , check the "Yes" column:		
		Yes	Comments
1	Property is part of an owners' association		
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented		
3	Problems, issues, concerns or defects in the Common Elements or Limited Common Elements of the Association Property		
	COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY If you know of any of the following EVER EXISTING , check the "Yes" column:		
4	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or unit)		
5			
6			
	COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY - Other Information: Name of the Owners' Associations governing the Property:		Contact Information:
7	Owners' Association #1:		
8	Owners' Association #2:		
9	Owners' Association #3:		
10	Owners' Association #4:		

O.	GENERAL DISCLOSURES If you know of any of the following EVER EXISTING , check the "Yes" column:		
		Yes	Comments
1	Written reports of any building, site, roofing, soils, water, sewer, or engineering investigations or studies of the Property		
2	Any property insurance claim submitted (whether paid or not)		
3	Structural, architectural, and engineering plans and/or specifications for any existing improvements		
4	Property was previously used as a methamphetamine laboratory and not remediated to state standards		

Initials _____

5	Government special improvements approved, but not yet installed, that may become a lien against the Property		
6	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property		
7	Signs: Government or private restriction problems, issues or concerns		
8	Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions		
9			
10			
	GENERAL - Other Information:		
11	Signs: <input type="checkbox"/> Owned <input type="checkbox"/> Leased		
12			

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advisable. This SPD is not intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Seller acknowledges that Broker will disclose to any prospective buyer all adverse material facts actually known by Broker, including but not limited to adverse material facts pertaining to the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances.

In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose any such new adverse material fact to Buyer.

The information contained in this SPD has been furnished by Seller, who certifies it was answered truthfully, based on Seller's CURRENT ACTUAL KNOWLEDGE.

_____ Date: _____

Seller: **MOFFAT COUNTY, A BODY POLITIC**
By: Melody Villard, BOCC

Seller: _____ Date: _____

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters are satisfactory to Buyer:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects, and vermin including termites;
- d. the legal use of the Property, including zoning and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to investigate or inspect the Property or inclusions when this SPD is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

Initials _____

- 5. Whether any item is included or excluded is determined by the Contract between Buyer and Seller and not this SPD.
- 6. Seller does not warrant that the Property or inclusions are fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.
- 7. Buyer receipts for a copy of this SPD.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Initials _____

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CP40-8-24) (Mandatory 8-24)

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

COUNTERPROPOSAL

Date: 2/18/2025

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated 2/17/2025 (Contract) between **MOFFAT COUNTY, A BODY POLITIC** (Seller) and **Jenison Properties LLC** (Buyer) relating to the sale and purchase of the following legally described real estate in the County of **Moffat**, Colorado (insert legal description):

Subd: ORIGINAL CRAIG Lot: 34 - 37 Block: 27
known as: **539 Barclay Street, Craig, CO 81625** (Property).

NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.

- 2. **§ 3.1. Dates and Deadlines. [Omitted as inapplicable]**
- 3. **§ 4. PURCHASE PRICE AND TERMS. [Omitted as inapplicable]**
- 4. **ATTACHMENTS.** The following are a part of this Counterproposal:

Note: The following documents have been provided but are **not** a part of this Counterproposal:

5. **OTHER CHANGES.**

The legal description shall be: Subd: ORIGINAL CRAIG Lot: 34 - 37 Block: 27 This includes the building and the parking lot to the North of the building. Seller shall verify the legal description with a Surveyor. In the event the legal description needs to be modified, Buyer and Seller agree to modify the legal description to reflect that the building located at 539 Barclay Street and the parking lot to the North of the building are included.

6. **ACCEPTANCE DEADLINE.** This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before 02/20/2025.

Date Time

If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms and conditions of the Contract remain the same.

_____ Date: _____

Seller: **MOFFAT COUNTY, A BODY POLITIC**
By: Melody Villard, BOCC

33

34 Seller: _____ Date: _____

35

36

_____ Date: _____

37 Buyer: **Jenison Properties LLC**
By: Justin Jenison, Owner/manager

38

_____ Date: _____

39 Buyer: **Jenison Properties LLC**
By: Courtney Jenison, Owner/manager

40 **Note:** When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this Counterproposal. Brokers must complete and sign the Broker's Acknowledgments and Compensation Disclosure portion of the Contract.

CP40-8-24. COUNTERPROPOSAL

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