

Date: February 14, 2023

TO: Town of Rico Board of Trustees

From: Chauncey McCarthy

Presentation by Region 9 Economic Development District

Heather Otter from Region 9 Economic Development District will present. Presentation material is included in the packet.

Consideration of second reading Ordinance No. 2023-01 an Ordinance of the Town of Rico, Colorado approving the sale of town owned property located at 13 South Glasgow Avenue

Included in the packet is Ordinance No 2023-01 which approves the sale of town owned property located at 13 South Glasgow Avenue. If the town sells any property an ordinance is required approving the sale per the Town's charter. This ordinance, if approved, is not effective until 30 days after the second reading. Ordinance No. 2023-01 has been amended since the first reading to include the agreement to amend/extend contract due to the need to extend both the closing date timeline and other timebound requirements.

Rico Library discussion

Members of the Dolores County Library Board have been invited to this meeting to discuss the Rico Library. After an in depth review of town files and minutes no lease has been found. The library board and town should work towards creating a lease.

Town Shop Update

The most recent design and construction documents for the Town shop project will be provided to the Trustees at the February meeting. The architect and engineers should have all documents finished by the end of month. With documents and cost estimates in hand, this will allow for Town to apply for the DOLA EIAF grant which opens on March 1, 2023. Troy Bernberg of Northland Securities will provide information and an update on the lease purchase option the Town will have to pursue to offset the required grant match.

Rico Land Use Code global revision

Michael Contillo, Rico Planning Commission Chairman, will provide an update on the Rico Land Use Code global revision.

Voluntary lead soils clean up ("VCUP") agreement status

Mayor Pieterse to lead a discussion on the status of the Voluntary lead soils clean up ("VCUP") agreement. Steps for VCUP approval and near-term implementation handout has been included in the packet.

2023 and beyond work plan review

Feedback from last month's work session has been compiled into the 2023 and beyond work plan. This document will be a draft document in which we can discuss at the meeting and make the necessary modifications needed.

RICO TOWN BOARD MEETING MINUTES

Date: January 23, 2023

Trustees Present: Mayor Nicole Pieterse
Mayor Pro Tem Patrick Fallon
Trustee Joe Dillsworth
Trustee Christopher Condon (6:08 arrival)
Trustee Benn Vernadakis
Trustee Jordan Carr (Sworn in 8:10PM)

Trustees Absent:
Trustee Joe Croke

Staff Present. Chauncey McCarthy, Anna Wolf

Work Session

Town Manager gives summary of the purpose of this work session.

Goals and objectives of Board Members:

Pat:

- Water – finding a sustainable solution for the water needs of the Town
- Town shop including staff and equipment.
- Slowing down and learning from other communities' success and downfalls. Keeping things simple.
- Save money
- Storm drains and how to fund them
- Home rule charter and master plan and what changes are needed there
- School
- Consideration for everything we do keeping things affordable.

Benn:

- Fire department, limited on resources. Try to see if some attention can be focused on that. Public safety is important.
- Seeing subdivisions that require extra water taps. A fee structure for future water supply. Developers taking on the expenses. Significant increase in fees for reopening of silver creek. The future of water is silver creek
- Increase fees for the road department. Not unreasonable to ask developer to share the responsibility.
- People are not happy about property taxes going into a sewer fund. Look into a special district. Special districts take on the burden. Water is more important. Sewer money to be used towards water.
- Help the businesses with multi-unit inn. To bring people into this town for more than daytime activities. Incentivize lodging.

Joe D:

- Once through LUC look into the Master plan. Home rule charter is messy, needs cleaning up.
- Revisit recycling program. Maybe with the new shop. Coordinated trash pickup at shop.
- Water conservation discussion. Measures that will promote it. Banning sod, brainstorming to promote water conservation.

Chris C:

- Citizen communication and engagement. Responsibility to the community. Over communicating.
- Planning for development. Water, access, conservation
- PUD
- Sewer and drainage to the VCUP
- Town shop. The sale of town assets.
- School district initiative. Redistricting of Rico. Having an active hand in it
- Close out the VCUP

Nicole

- VCUP
- Infrastructure
- Open space and recreation

Board Discussion and Prioritization:

Infrastructure:

- 1) Water is the most pressing. Conservation milestone. Impact fees connected to the moratorium. Framework for an ordinance. Updating the water rules and regulations. Grants for reactivating Silver creek. Putting nest egg into a CSAFE like fund. Use as grant match to reactivate Silver creek.
- 2) Town Shop and street fund. Taxes are very low. A mil levy increase for the Street fund. This fund runs at a deficit. Chauncey: grant cycle, may be awarded in June. Site work end of summer through fall finish in summer 2024. Also tear down the old building. Looking into a street levy, modest may gain approval from the voters. Chris: Coordinate to offset non-competing ballots such as the Fire Department.
- 3) Communication: talk potential solutions. High level summary of the meetings the Monday after the meetings. Being as transparent as we can. Link in newsletter for minutes. More education needed to be done. Quarterly Town update. Post a survey on what the public would like to see. Imperative we have a form to get community involvement.

Public Comment:

Teal: extending deep gratitude for being here and being engaged and really caring for the community. The first meeting of the New Year. In agreement with a lot that was outlined in the work session. Looking forward to the community stepping forward. We all have a lot in common. Our relationship with place and how to move forward with the community. Grateful for the fact of slowing down, doing things right the first time. Being in charge of the change we want to see.

Eamonn: Questioned why there isn't a link on the Town website to all of the businesses in town as there used to be. The Board explained that the Town moved to a new platform 4-5 years ago

and this section was never made to match the old website. Chauncey explained that he tried to get a Chamber of Commerce together but there was no interest from local business owners.

Town Managers report on relevant topics to the Work Session:

Storm water management: ARCO will pay for engineering. Met with the firm. They have strong scope of the work. Hopefully we are moving through that process. ARCO will pay for sections that are being remediated. Their contribution will cover the matching funds for grants.

RFP out for sewer: using Big Direct. 32 engineering firms have downloaded the bid. This platform is making the town more visible. The Town Manager for sees strong RFPs coming to the Town. Having a proposed option and a backup. A firm that is able to find funding is important. Larger national firms have been interested. Will have this at the February meeting. This is regarding the engineering portion of the project. This step is necessary to release funding. There is a lot of money available. Need to engage a firm that has a lot of connection. There is a chance if the funding mechanisms available to have a 1 phase rollout. Goal is to have a town wide system. Looking at 70-80% forgiveness. Would like to see it in a manner that is the citizens can afford it.

Call to Order 7:04

Approval of the Agenda

Motion

To approve the agenda.

Moved by Trustee Benn Vernadakis, seconded by Trustee Chris Condon.

Vote. A roll call vote was taken and the motion was approved, 5-0.

Approval of the Minutes

Motion

To approve the minutes.

Moved by Trustee Joe Dillsworth, seconded by Trustee Benn Vernadakis.

Vote. A roll call vote was taken and the motion was approved, 5-0.

Consent Agenda

Payment of the Bills

Motion

To approve the payment of the bills.

Moved by Mayor Nicole Pieterse, seconded by Trustee Joe Dillsworth.

Vote. A roll call vote was taken and the motion was approved, 5-0.

Public Comment:

Laurie Adams: Glad to see the emergency moratorium, it is important to give it time. Artists of Rico would like to add art on the open space of the east side of the hallway.

Skip Zeller: The last revision of the master plan was updated 20 years ago. It needs to be updated. Opportunity for the community to get involved. Suggest the potential to get a group of people to formulate as the community see it. Ask that the town entertain the idea.

Teal: Gratitude to the town board. Be kind to each other, we may not agree on everything. Look for commonalities. It will make the community stronger.

Nicole: seen complaints about dogs attacking people. Dogs need to be licensed.
Chauncey: it is a priority of the Marshall, there will be consequences.

Nicole: Should consider putting avalanche danger signs out where people enter the back country.

Kiplynn Smith would like to do a presentation on mitigation for fire for the Town's residence as well as the Town. Money may be available for the town to have a fire mitigation plan.

Presentations

San Miguel Power Association

Terry Schuyler and Wiley Freeman gave a presentation.

Nicole: finding the land to put the project on will be the crux of this project.

Teal: Would like to coordinate and work with San Miguel Power regarding geothermal energy.

Skip Zeller: asked clarifying questions about the system.

Detachment and annexation of Rico from the Dolores School District

John Pandolfo from the Telluride R-1 school district gave a presentation.

John expressed that this is a tight timeline but doable. The communities need to work together.

Nicole: The measure did not pass in the past in Dove Creek. We need to make sure the Dolores School Board supports the measure this time. Need to get the County Commissioners to support the measure as well.

Action Items

Appointing of Board of Trustee Seat

Mayor Nicole Pieterse gives summary on Jordan Carr's letter of interest

Public Comment:

Skip Zeller: Jordan would be a great addition to the Board. He has been active in the community since they moved here. He believes in what the Community believes in.

Motion

To appoint Jordan Carr the vacant seat on the Board of Trustees.

Moved by Trustee Chris Condon, seconded by Trustee Benn Vernadakis.

Vote. A roll call vote was taken and the motion was approved, 5-0

Jordan Carr was sworn in at 8:10PM by Town Clerk Anna Wolf.

Appointing of Planning Commission seats

Town Manager Chauncey McCarthy gives summary of the 4 letters of interest that were received. There are 2 full seats available, 1 full term alternate seat as well as 1 short term alternate seat to fill.

Michael Contillo and Cristal Hibbard to receive the full seat appointments. Brad Fox to receive the full term alternate seat, and Kiplynn Smith to receive the short term alternate seat.

Motion

To appoint Mike Contillo chair of the planning commission, Cristal Hibbard to a full term seat. Brad Fox as the alternate full term seat and Kiplynn as the one year alternate

Moved by Mayor Pro Tem Patrick Fallon, seconded by Mayor Nicole Pieterse.

Vote. A roll call vote was taken and the motion was approved, 6-0

Consideration of a letter of support for the Rico Fire Protection District application for an enterprise zone designation.

Town Manager gave a summary.

David Kunz summarizes the incentive for the Fire District.

Nicole requested some verbiage changes in the letter of support.

Motion

To approve this letter of support with the verbiage change

Moved by Trustee Jordan Carr, seconded by Trustee Benn Vernadakis.

Vote. A roll call vote was taken and the motion was approved, 6-0.

Consideration of an agreement between the United States Forest Service and the Town of Rico regarding Forest Service Road 422 and Burnett Creek Bridge

Town Manager gives summary of the hit list of repairs that will be necessary in the future. Legal was consulted. Most repairs can happen in-house. The version in the packet is the redline version that was agreed upon by the board, out legal and the Forrest Service.

Motion

To approve the agreement between the United States Forest Service and the Town of Rico regarding Forest Service Road 422 and the Burnett Creek Bridge.

Moved by Mayor Pro Tem Patrick Fallon, seconded by Trustee Chris Condon.

Vote. A roll call vote was taken and the motion was approved, 6-0.

Consideration of second reading of Ordinance No 2022-12 an Ordinance of the Town of Rico, amending the Rico Land Use Code Fee Schedule, and adopting the UBC 97 table no. 1-a-building permit fees

Town Manager Chauncey McCarthy gave a summary of the ordinance and the First reading. Nothing has changed between readings.

Request was made to update the second reading date to January 23rd, 2023.

Motion

To approve the second reading of Ordinance No. 2022-12.

Moved by Mayor Nicole Pieterse, seconded by Trustee Benn Vernadakis.

Vote. A roll call vote was taken and the motion was approved, 6-0.

Consideration of first reading of Ordinance 2023-01 an Ordinance of the Town of Rico, Colorado approving the sale of town owned property located at 13 South Glasgow Avenue

Town Manager gave a summary of the Ordinance.

The process started in April 2022 when it was recommended to the Board to consider selling the commercial space to use as a match for the Town Shop project. As it is the commercial space is at a \$400 a month rent rate. There is no place for a business to move from this space and the rent does not offset the maintenance that is needed to maintain the building.

The Town got a brokers opinion on the value of the commercial space and it was assessed at \$200,000.

An offer was extended to the current tenants this led to a \$195,000 cash in hand offer from the current tenants. There is no commission for a realtor, no additional costs to the Town.

The purpose of selling this commercial space is to fund the Town Shop project. The funding needs to be in hand by June 2023 to be able to secure other funding for the Town Shop.

The Home Rule Charter requires that this go through 2 readings. If approved on the second reading there is a 30 day effective period. A referendum would require a petition of 15% of elector's signature.

Nicole: If this is approved tonight and on second reading on February 15th the effective date will be March 16, 2023.

Public Comment:

Skip Zeller: Is this a presidency setting situation? If so the Town Board should think it through.

Laurie Adams: Was surprised to learn about this recently through the Rico Bulletin Board. There needs to be better community communication. This should have gone out to public bidding. She has heard there were other offers on the table. Concerned about the communication and transparency. The people should have the opportunity to participate. We all need to be better tuned in.

Skip Zeller: this was not as public as it could have been. There is a certain amount of trust the people need to put into the Town Board to be able to do their jobs. Perhaps not everyone can know everything.

Nicole: while not everything is in the agenda and some items come up in the Managers report. The Board meetings are broadcasted 3 different ways.

Laurie Adams: Social Media goes both ways. People don't want to attend the meetings because it is tedious.

Nicole: there is a process called a referendum. It is in the Home Rule Charter.

Motion

To approve Ordinance 2023-01 on the first reading.

Moved by Trustee Benn Vernadakis, seconded by Mayor Nicole Pieterse.

Vote. A roll call vote was taken and the motion was approved, 6-0.

Consideration of a liquor license renewal, Garden Bar, applicant
Town Clerk Anna Wolf confirms all is in order with this application.

Motion

To approve the liquor license renewal for the Garden Bar.

Moved by Mayor Nicole Pieterse, seconded by Trustee Joe Dillsworth.

Vote. A roll call vote was taken and the motion was approved, 6-0.

Consideration of a liquor license renewal, Prospector Bar and Grill, applicant
Town Clerk Anna Wolf confirms all is in order with this application however it did expire 1/19/23.

Motion

To approve the liquor license renewal for the Prospector Bar and Grill.

Moved by Trustee Joe Dillsworth, seconded by Trustee Benn Vernadakis.

Vote. A roll call vote was taken and the motion was approved, 6-0

Staff Report

Clerk's Report

The Town Clerk reported on closing out the year.

Manager's Report

Dark Skies Community discussion: Seeing if there is interest in pursuing the process. If the town decides to move forward there is a small financial burden for the Town. The ultimate benefit is tourism. There are already things in the Land Use Code that support this.

Sewer RFP: The new platform allows the town to be compliant with grant guidelines.

New Polaris side by side: a small portion of the Park supplies was allocated to this purchase. 25 hours of run time is necessary before the machine can groom. Access will be better. This also allows for easier access to the water tanks without plowing.

Working on a Parks Engagement Team. This would be a point person for communicating with the people.

Library Board will join the meeting in February once they replace Linda's seat.

2022 Audit has begun. This year should be smoother as we are working with the same firm.

Bond Council has been selected. Requires \$400,000 funding over 30 years. A big component of the Bon Council is to make sure everything is right.

Marty filed in water court to dismiss our case. Motion was approved without prejudice. Our current Legal team is taking over water law for the Town.

Discussion Items

VCUP Status Update

Mayor Nicole Pieterse gave a detailed summary. Comments have not come back yet. There is a draft funding agreement from AR this still needs to be negotiated. The State will determine what a public facility lead action level will be. The planning commission is working on the IUC amendment for the VCUP to protect the clean-up.

2022 year-end financial review (Q4)

Town Manager Chauncey McCarty gives summary

Sales Taxes ended much higher than anticipated. All stayed within the amendment.

Motion

To adjourn Board of trustee and enter Executive Session: Personnel matters except if the employee who is the subject of the session has requested an open meeting.” § 24-6-402(4)(f)(I), C.R.S.

Moved by Trustee Benn Vernadakis, seconded by Trustee Chris Condon.

Vote. A roll call vote was taken and the motion was approved, 6-0.

The meeting adjourned.

Anna Wolf
Rico Town Clerk

Nicole Pieterse
Mayor

NEW Town of Rico - General Fund
Check Register
 For the Period From Feb 1, 2023 to Feb 28, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
17653	2/9/23	Janet Wiley Architects, P.	10000	13,001.52
17654	2/9/23	Rico Telephone Company	10000	243.83
17655	2/9/23	Fraleay Propane, LLC	10000	603.00
17656	2/9/23	Jon Kelly	10000	375.00
17657	2/9/23	Kaplan Kirsch Rockwell	10000	6,719.65
17658	2/9/23	Goff Engineering and sur	10000	9,353.20
17659	2/9/23	Chauncey McCarthy	10000	192.00
17660	2/9/23	WM Corporate Services, I	10000	98.12
17661	2/9/23	Century Link	10000	101.25
17662	2/9/23	Xerox Corporation	10000	60.78
17663	2/9/23	Orkin	10000	93.00
17664	2/9/23	San Miguel Power Associ	10000	117.00
17665	2/9/23	Utility Notification Center	10000	1.29
17666	2/9/23	Statewide Internet Portal	10000	856.80
Total				<u><u>31,816.44</u></u>

NEW Town of Rico - Water Fund
Check Register
For the Period From Feb 1, 2023 to Feb 28, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
4487	2/9/23	Rico Telephone Company	10000	115.00
4488	2/9/23	Fraleay Propane LLC	10000	402.00
4489	2/9/23	San Juan Basin Health De	10000	35.00
4490	2/9/23	San Miguel Power Associ	10000	536.00
4491	2/9/23	AT&T Mobility	10000	222.96
Total				<u>1,310.96</u>

2018 NEW Town of Rico - Street Fund
Check Register
For the Period From Feb 1, 2023 to Feb 28, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
2839	2/9/23	Senergy Petroleum, LLC	10000	3,266.45
2840	2/9/23	Rico Telephone Company	10000	42.77
2841	2/9/23	Slavens, Inc	10000	62.90
2842	2/9/23	Partners in Parts, Inc	10000	438.76
2843	2/9/23	San Miguel Power Associ	10000	297.00
2844	2/9/23	WM Corporate Services, I	10000	140.31
Total				<u>4,248.19</u>

NEW Town of Rico - Open Park Fund
Check Register
For the Period From Feb 1, 2023 to Feb 28, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1737	2/9/23	WM Corporate Services, I	11000	98.12
1738	2/9/23	San Miguel Power Associ	11000	26.00
Total				124.12

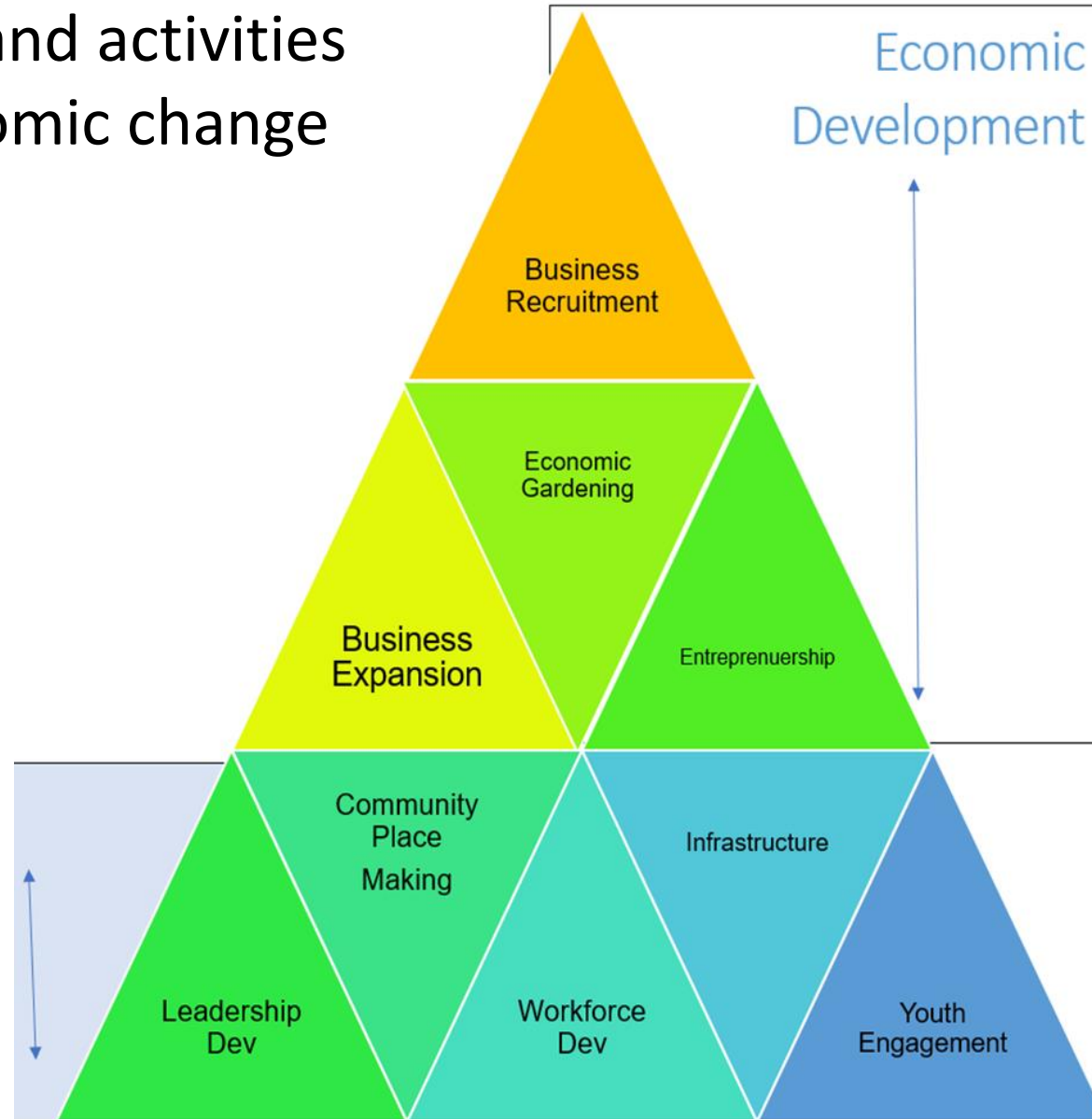


02-15-23
Town of Rico

Economic Development

Heather Otter

Programs, policies, and activities that influence economic change in a community.



Activities that support primary job creation

Strategic Planning

Business Retention

Business Attraction

Real Estate
Development

Economic
Development Finance

Small Business
Development and
Innovation &
Entrepreneurship

Neighborhood &
Community Economic
Development

Workforce
Development

Resiliency Planning

CDAP

CDAP #	Project	Rank
4	Expand timber and wood fiber business opportunities	High
6	Increase Rico's access to revenue	High
8	Provide quality education opportunities from early childhood through high school	High
10	Increase tele-health services in Dolores County communities	High
13	Develop an Infrastructure Ballot Initiative for the November 2021 Election	High
18	Establish a Protocol for Vacant Lots Impacted by Lead and Other Mining Activities	High
19	Develop recreational opportunities for youth in Dove Creek	High
20	Construct a Central Sewer System in Rico	High
21	Water System Upgrade in Rico	High
22	Develop designated trails around Dove Creek & western Dolores County.	High
28	Construct Fire Station in West Fork	High
29	Expand broadband fiber optic services to businesses & residents throughout Dolores County	High
30	Upgrade Rico's access to broadband	High
32	Scenic Byway Initiative https://www.codot.gov/travel/scenic-byways	High
34	SH 145 Dolores Rico US 160 Cortez Heater Repave	High
1	Create agri-business opportunities in Dolores County	Med
3	Explore feasibility & demand for renewable energy business opportunities in Dolores County	Med
5	Recruit new businesses to Dolores County	Med
7	Encourage and support economic development in Rico	Med
11	Provide home health care & medical assistance services in Rico	Med
12	Preserve & utilize Rico's historic assets	Med
14	Explore the possibility of increasing Rico's Water Resources	Med
15	Keep Gunnison Sage Grouse off endangered species list	Med
16	Create a master plan for Town owned land	Med
17	Update and revise Rico Land Use Code	Med
23	Develop National Conservation Area (NCA) for Lower Dolores River	Med
24	Rocky Mountain Restoration Initiative https://restoringtherockies.org/	Med
25	Prevent the Wild & Scenic Designation on the Dolores River & West Dolores River	Med
26	Develop designated trails around the Town of Rico	Med
27	Finish River Corridor project and continue work on a trail easement along the Rio Grande Southern Railroad grade	Med
31	Recruit RV Park/Campgrounds to Dolores County, Dove Creek & Rico	Med
33	Grow Dove Creek Chamber of Commerce	Med
2	Community Garden	Low
9	Explore the possibility of an agreement with the Dolores County School District	Low

Primary Jobs- Direct

- export goods and services outside the local area

Secondary Jobs-Indirect

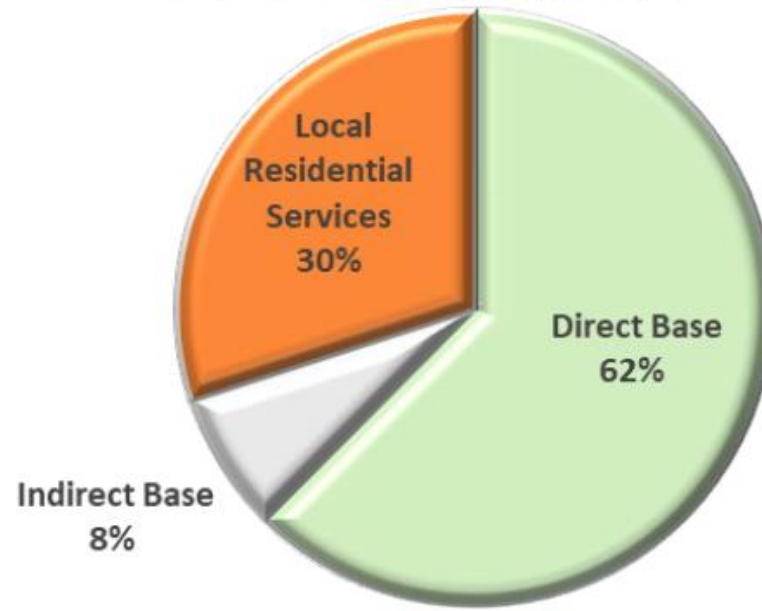
- mainly serve local markets



Workforce Factors

- Aging population
- No COVID Baby Boom- less young people to enter workforce
- Substance and mental health impact potential workforce
- High cost of living
- Lack of housing stock

Region 9 - Base Analysis 2021



Region 9 - Percentage of Jobs in Base Industries 2021						2021	2020
	Archuleta	Dolores	La Plata	Montezuma	San Juan	Region 9	Region 9
Agribusiness	10%	38%	8%	14%	0%	10%	10%
Mining	1%	2%	2%	2%	0%	2%	2%
Manufacturing	2%	3%	1%	3%	1%	2%	2%
Government	2%	7%	11%	6%	2%	9%	8%
Regional Service	12%	20%	19%	20%	11%	18%	19%
Tourism	38%	11%	29%	18%	51%	28%	24%
Households	35%	19%	29%	37%	35%	32%	35%
Total # jobs	4,356	691	20,904	8,386	427	34,765	36,361

Rico	(1bdr)	(2bdr)	(2bdr)
DOLOROS COUNTY MONTHLY COSTS (1)	Adult	Adult + Preschooler	2 Adults + Preschooler + School-age
Housing (2)	\$ 731	\$ 914	\$ 914
Childcare (3)	\$ -	\$ 998	\$ 1,247
Utilities (4)	\$ 359	\$ 359	\$ 359
Food	\$ 338	\$ 498	\$ 987
Transportation	\$ 296	\$ 304	\$ 585
Travel Expense 4 trips x 80 miles x .585	\$ 187	\$ 187	\$ 187
Health Care	\$ 227	\$ 634	\$ 748
Miscellaneous	\$ 266	\$ 409	\$ 596
Taxes	\$ 361	\$ 581	\$ 994
Earned Income Tax Credit (-)	\$ -	\$ -	\$ -
Childcare Tax Credit (-)	\$ -	\$ (50)	\$ (100)
Child Tax Credit (-)	\$ -	\$ (167)	\$ (333)
SELF SUFFICIENCY WAGE			
Hourly Wage (5)	\$ 15.71	\$ 26.52	\$ 17.57
# of jobs at minimum wage (\$12.56)	1.25	2.11	1.40
Monthly Costs	\$ 2,765	\$ 4,667	\$ 6,184
Annual	\$ 33,182	\$ 56,006	\$ 74,210

Rural Strategies

1. Place based
2. Asset based
3. Economic gardening
4. Entrepreneur networks
5. Regional approach





Goal

- To preserve healthy public lands that sustain ecosystem services, a healthy economy, and human health and safety across Central San Juans High Alpine jurisdictions through sustained collaboration with federal land agencies.

Colorado
Roadmaps
Program –
Central San
Juans High
Alpine Team



SCAPE

Southwest Colorado Accelerator Program for Entrepreneurs



Future Ready
Workforce

Natural & Other
Hazard
Resiliency

Building &
Infrastructure
Sustainability

Agriculture &
Food Security

Housing
Attainability

Community
Capacity

Priorities
for
Resilience

Address progress
and impact.

Align with multiple
priorities

Within our ability
to influence

Easy to understand
in terms of
importance and
relevance.

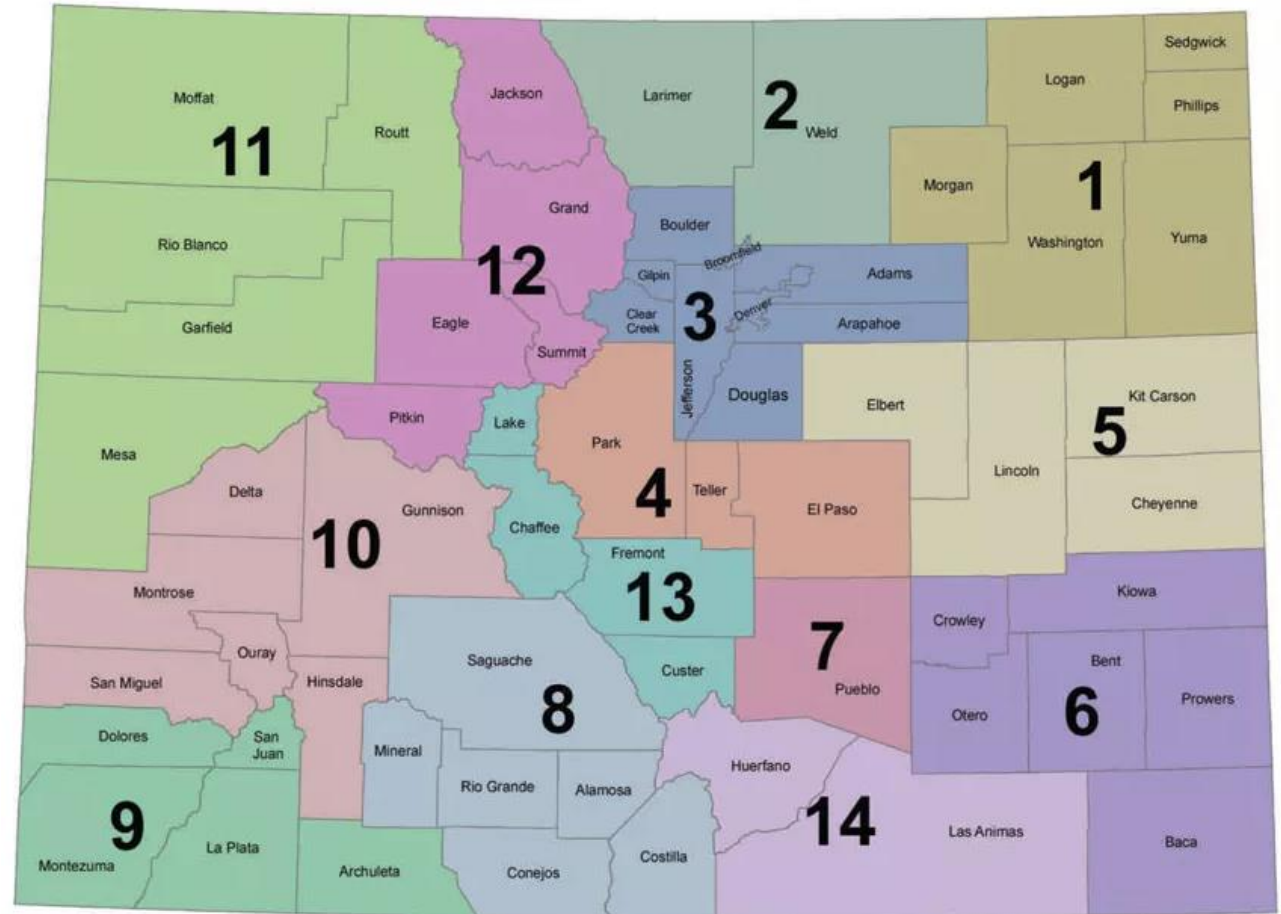
Readily available
on an annual basis.

Comparable to
other regions

Metrics

- Administer state and federal programs for region
- Called Economic Development Districts, Councils of Governments, Association of Governments
- 26- Board members – 17 govt jurisdictions including Bayfield
- Convene regional efforts

COLORADO PLANNING AND MANAGEMENT REGIONS



Region 9 Programs

- Business Loans
- Enterprise Zone
- Grants
- Regional Coordination
- Economic Development Planning/Projects (CEDs)
- State, regional and local Data
- SCAPE SW Colorado Accelerator Program for Entrepreneurs
- SWCO council of governments (COG)

EZ Tax Credit	Credit Amount
Investment Tax Credit	3% of equipment (tangible pers. property)
Job Training Tax Credit	12% of qualified expenses
Commercial Vehicle Investment Tax Credit	1.5% of commercial vehicle purchases
New Employee Credit	\$1,100 per new employee
Agricultural Processor New Employee Credit	\$500 per new employee at an Ag Proc. facility
Employer Sponsored Health Insurance Credit	\$1,000 per employee covered during 1 st 2 years in the EZ
R&D Increase Tax Credit	3% of increased R&D expenditures
Vacant Bldg Rehab Credit	25% of rehab expenditures (hard costs)
Sales & Use Tax Exemption for Manufacturing or Mining	Expands standard exemption for EZ businesses.
Contribution Tax Credit	25% cash donation / 12.5% in-kind donation

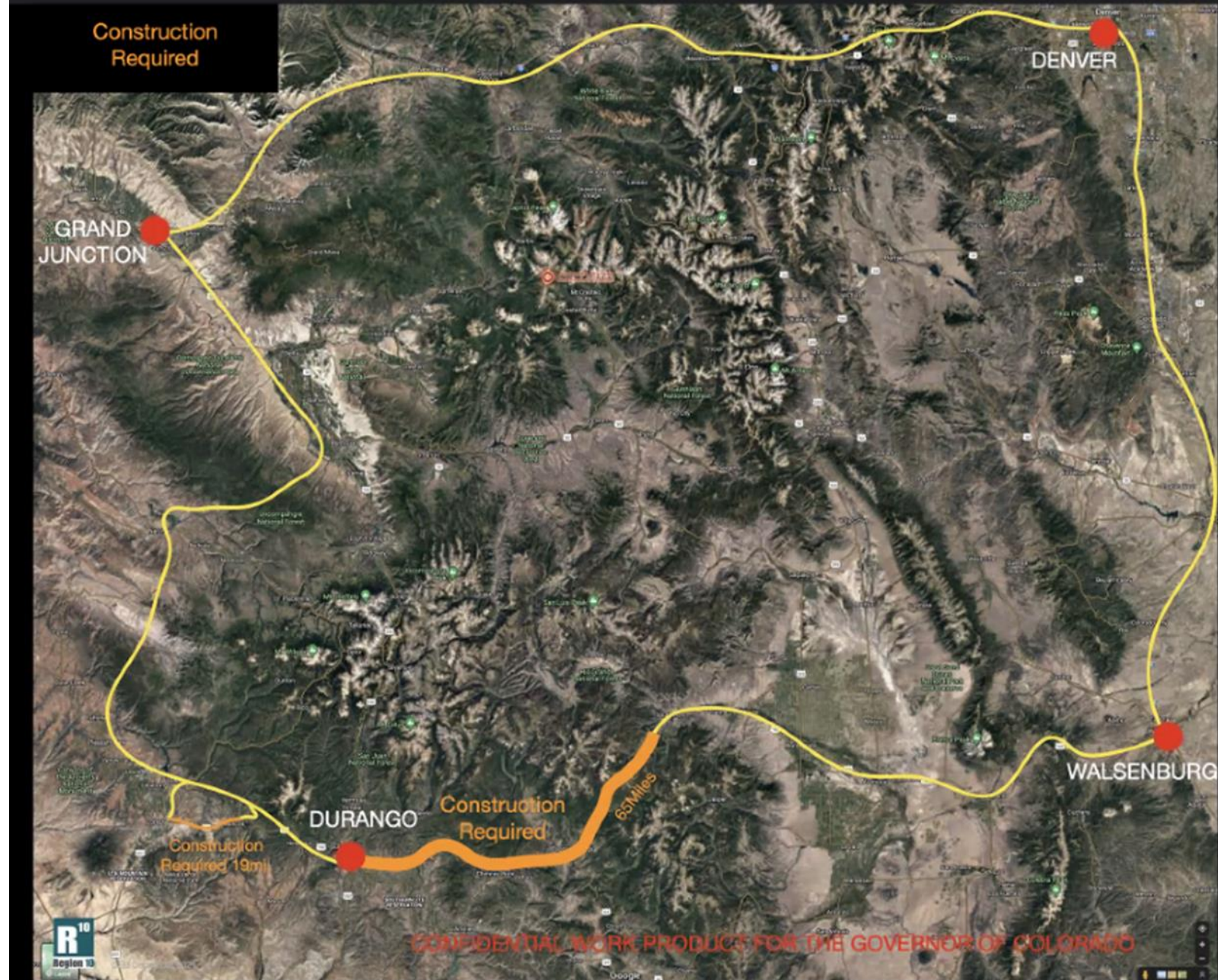


Region 9 Priorities

Broadband, Infrastructure,
Workforce/Business, Housing

Infrastructure

- Broadband
- Transportation and Transit
- Water/sewer/roads
- Housing



Workforce Pipelines

- Homegrown Talent Cortez and Durango
- Southwest Colorado Education Collaborative
- Colorado Roadmap Program
- Montezuma Community Collective – Montezuma Leadership Network
- Fort Lewis College certification programs are expanding.
- Pueblo Community College Southwest Satellite Campuses added to Durango, Bayfield, Ignacio, Dove Creek, and Pagosa's is on the way. Expanded programs for nursing, EMT, agriculture
- Commercial Driver's License Programs
- Colorado Workforce Development Programs

Business Support

- Enterprise Zone
- SCAPE
- 11 Divisions at OEDIT

Business Funding and Incentives

Cannabis Business Office

Colorado Creative Industries

Colorado Employee Ownership Office

Colorado Office of Film, Television and Media

Colorado Outdoor Recreation Industry Office

Colorado Small Business Development Center Network

Colorado Tourism Office

Global Business Development Minority Business Office

Colorado Rural Opportunity Office

Let's Connect!

Heather Otter

Region 9 Economic Development

heather@region9edd.org

(970) 828-5207

www.region9edd.org



**TOWN OF RICO
ORDINANCE NO. 2023-01**

**AN ORDINANCE OF THE TOWN OF RICO, COLORADO APPROVING
THE SALE OF TOWN OWNED PROPERTY LOCATED AT 13 SOUTH
GLASGOW AVENUE**

WHEREAS, the Town of Rico, Colorado (the “Town”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Rico Home Rule Charter (the “Charter”); and

WHEREAS, the Board of Trustees (the “Board”) has the power pursuant to C.R.S. §§ 31-15-101(d) and 31-15-713(1)(b) to sell and dispose of, by ordinance, real property owned by the Town and not used or held for any governmental purpose; and

WHEREAS, pursuant to the Charter Article XIV § 14.1, the Board is authorized to sell or dispose of, by ordinance, the Town’s interest in real property; and

WHEREAS, the Town owns that real property described as Lot 7, Block 1, Town of Rico, according to the official plat of said Town, recorded in the office of the Clerk and Recorder, Dolores County, State of Colorado, also known as 13 South Glasgow Avenue, Rico, Colorado 81332 (the “Property”); and

WHEREAS, the Board has determined that it is in the best interest of the Town to sell the Property; and

WHEREAS, the Town has negotiated a Contract to Buy and Sell Real Estate for the Property (the “Contract”) with the Buyer, Rico Loco Bicycles LLC, a Colorado limited liability company, dated December 22, 2022. Such Contract is attached hereto as **Exhibit 1**, and incorporated herein by reference; and

WHEREAS, the Contract is contingent on the Board’s approval of the Contract; and

WHEREAS, the Board has reviewed the Contract and desires to approve it; and

WHEREAS, the Board has determined that the adoption of this ordinance is necessary and proper to provide for the safety, health, prosperity and order of the Town.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO THAT:

Section 1. The recitals above are hereby adopted as findings and incorporated herein.

Section 2. The Board hereby approves the sale of the Property pursuant to the terms of the Contract attached as Exhibit 1.

Section 3. Ordinances authorizing the acquisition or disposal of real estate interests shall take effect thirty days after final approval and shall be subject to citizen referendum according to the procedures in the Charter, Article XII.

Section 4. All ordinances heretofore passed and adopted by the Board are hereby repealed to the extent that said ordinances, or parts thereof, are in conflict with this Ordinance.

Section 5. If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

INTRODUCED, READ AND APPROVED ON FIRST READING AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF RICO, COLORADO HELD ON JANUARY 23, 2023.

TOWN OF RICO, COLORADO

Nicole Pieterse, Mayor

ATTEST:

Anna Wolf, Town Clerk

PASSED, APPROVED ON SECOND READING, ADOPTED AND ORDERED PUBLISHED IN FULL AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF RICO, COLORADO HELD ON FEBRUARY 15, 2023.

TOWN OF RICO, COLORADO

Nicole Pieterse, Mayor

ATTEST:

Anna Wolf, Town Clerk

Effective Date: March 16, 2023

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS3-6-21) (Mandatory 1-22)

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

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL) (Property with No Residences) (Property with Residences-Residential Addendum Attached)

Date: December 22, 2022

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Rico Loco Bicycles LLC, a Colorado limited liability company (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other

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

2.3. Seller. Town of Rico, a Colorado home rule municipality (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Dolores, Colorado (insert legal description):

Lot 7, block 1, Town of Rico, Dolores County, CO

known as: 13 Glasgow Ave Rico CO 81332 Street Address City State Zip

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

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

2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including N/A remote controls). If checked, the following are owned by the Seller and included: Solar Panels Water Softeners Security Systems Satellite Systems (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions - Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

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

all existing furnishings, personal property or other inclusions remaining on the Property on the Possession Date which are acceptable to Buyer and Seller. The inclusions will remain on the Property as a convenience to Seller and the entire purchase price is allocated to the real property

53 **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at
54 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
55 encumbrances, except:
56 N/A

57
58
59 **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
60 applicable legal instrument.

61 **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
62 any and all on the Property; and the use or ownership of the following storage facilities: any and all on the Property.
63 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

64 **2.5.7. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
65 at Closing (Leased Items):
66 N/A

67
68
69 **2.5.8. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:
70 N/A

71
72
73 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal
74 property taxes for the year of Closing), liens and encumbrances, except N/A. Conveyance
75 will be by bill of sale or other applicable legal instrument.

76 **2.6. Exclusions.** The following items are excluded (Exclusions):
77 any personal property that is not part of the Inclusions in Section 2.5, or otherwise agreed to be
78 Inclusions by the parties, and personal effects of Seller

79
80 **2.7. Water Rights/Well Rights.**
81 **2.7.1. Deeded Water Rights.** The following legally described water rights:
82 N/A

83
84
85 Any deeded water rights will be conveyed by a good and sufficient N/A deed at Closing.
86 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and
87 2.7.4., will be transferred to Buyer at Closing:

88
89 N/A
90
91
92 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
93 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
94 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
95 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
96 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
97 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
98 N/A.

99 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
100 N/A

101
102
103 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
104 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
105 legal instrument at Closing.

106 **2.7.6. Water Rights Review.** Buyer Does Does Not have a Right to Terminate if examination of the Water
107 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

108 **3. DATES, DEADLINES AND APPLICABILITY.**

109 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	11:59 PM MT
2	§ 4	Alternative Earnest Money Deadline	
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	12/30/22
4	§ 8	Record Title Objection Deadline	01/13/23
5	§ 8	Off-Record Title Deadline	12/30/22
6	§ 8	Off-Record Title Objection Deadline	01/13/23
7	§ 8	Title Resolution Deadline	01/23/23
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	N/A
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
13	§ 5	New Loan Application Deadline	12/30/22
14	§ 5	New Loan Terms Deadline	01/23/23
15	§ 5	New Loan Availability Deadline	01/23/23
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	N/A
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	N/A
		Survey	
25	§ 9	New ILC or New Survey Deadline	01/13/23
26	§ 9	New ILC or New Survey Objection Deadline	01/16/23
27	§ 9	New ILC or New Survey Resolution Deadline	1/23/23
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	N/A
29	§ 8	Mineral Rights Examination Deadline	N/A
30	§ 10	Inspection Termination Deadline	01/13/23
31	§ 10	Inspection Objection Deadline	01/13/23
32	§ 10	Inspection Resolution Deadline	01/23/23
33	§ 10	Property Insurance Termination Deadline	N/A
34	§ 10	Due Diligence Documents Delivery Deadline	N/A
35	§ 10	Due Diligence Documents Objection Deadline	N/A
36	§ 10	Due Diligence Documents Resolution Deadline	N/A
37	§ 10	Environmental Inspection Termination Deadline	01/13/23
38	§ 10	ADA Evaluation Termination Deadline	01/23/23
39	§ 10	Conditional Sale Deadline	N/A
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	N/A
42	§ 11	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
43	§ 12	Closing Date	02/13/23
44	§ 17	Possession Date	Upon Completed Closing
45	§ 17	Possession Time	Upon Completed Closing
46	§ 27	Acceptance Deadline Date	12/27/22

47	§ 27	Acceptance Deadline Time	5:00 PM MT

110 3.2. **Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
 111 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
 112 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
 113 "None", such provision means that "None" applies.

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

116 3.3. **Day; Computation of Period of Days; Deadlines.**

117 3.3.1. **Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States
 118 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a Time of Day Deadline is specified in § 3.1.
 119 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
 120 on the specified deadline date at the time of day specified in the Time of Day Deadline, United States Mountain Time. If Time of
 121 Day Deadline is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

122 3.3.2. **Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
 123 ending date is not specified, the first day is excluded and the last day is included.

124 3.3.3. **Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
 125 deadline Will Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
 126 the deadline will not be extended.

127 **4. PURCHASE PRICE AND TERMS.**

128 4.1. **Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 195,000.00	
2	§ 4.3.	Earnest Money		\$ 9,750.00
3	§ 4.5.	New Loan		\$ 185,250
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$
10		TOTAL	\$ 195,000.00	\$ 195,000.00

129 4.2. **Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller
 130 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
 131 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
 132 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
 133 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
 134 elsewhere in this Contract.

135 4.3. **Earnest Money.** The Earnest Money set forth in this Section, in the form of a personal check or wire transfer, will be
 136 payable to and held by Alpine Title Company (Earnest Money Holder), in its trust account, on behalf of
 137 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
 138 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
 139 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
 140 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
 141 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
 142 Money Holder in this transaction will be transferred to such fund.

143 4.3.1. **Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
 144 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

145 4.3.2. **Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
 146 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
 147 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
 148 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
 149 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23

150 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
151 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
152 Release form), within three days of Buyer's receipt.

153 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
154 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller
155 is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

156 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
157 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer
158 is in Default, § 20.1 and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

159 **4.4. Form of Funds; Time of Payment; Available Funds.**

160 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
161 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
162 check, savings and loan teller's check and cashier's check (Good Funds).

163 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
164 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
165 **NONPAYING PARTY WILL BE IN DEFAULT.**

166 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, Does Does Not have
167 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

168 **4.5. New Loan.**

169 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
170 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

171 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
172 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional
173 Provisions).

174 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
175 Conventional Other _____

176 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
177 set forth in § 4.1. (Price and Terms), presently payable at \$ _____ per _____ including principal and interest
178 presently at the rate of _____% per annum and also including escrow for the following as indicated: Real Estate Taxes
179 **Property Insurance Premium** and _____.

180 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will
181 not exceed _____% per annum and the new payment will not exceed \$ _____ per _____ principal and
182 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which
183 causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or
184 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

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

189 **4.7. Seller or Private Financing.**

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

194 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, Buyer
195 Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before Seller or
196 **Private Financing Deadline**.

197 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
198 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
199 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,
200 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

201 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
202 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
203 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**
204 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

206 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

207 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
208 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
209 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

210 **5.2. New Loan Terms; New Loan Availability.**

211 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
212 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
213 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
214 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
215 satisfactory to Buyer, in Buyer's sole subjective discretion.

216 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
217 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
218 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
219 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
220 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
221 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
222 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
223 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
224 Survey).

225 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
226 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
227 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
228 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
229 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
230 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
231 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
232 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
233 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

234 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
235 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
236 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
237 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
238 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
239 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
240 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
241 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
242 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

243 **6. APPRAISAL PROVISIONS.**

244 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
245 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
246 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
247 valued at the Appraised Value.

248 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
249 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

250 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
251 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
252 **Objection Deadline**:

253 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
254 or

255 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
256 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

257 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
258 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
259 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
260 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

261 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
262 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
263 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
264 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
265 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
266 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

267 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer
268 Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
269 agent or all three.

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

272 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
273 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
274 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
275 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
276 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
277 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS
278 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD
279 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS
280 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING
281 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A
282 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF
283 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL
284 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE
285 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE
286 ASSOCIATION.

287 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
288 at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association
289 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
290 of the Association Documents, regardless of who provides such documents.

291 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

292 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
293 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
294 C.R.S.;

295 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
296 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
297 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
298 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

299 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
300 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
301 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
302 (Association Insurance Documents);

303 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
304 disclosed in the Association's last Annual Disclosure;

305 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
306 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
307 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
308 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
309 Association's community association manager or Association will charge in connection with the Closing including, but not limited
310 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
311 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
312 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
313 7.3.5., collectively, Financial Documents);

314 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
315 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
316 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.

317 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
318 elements or limited common elements of the Association property.

319 7.4. **Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
320 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
321 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
322 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
323 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
324 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
325 **Date**, Buyer's Notice to Terminate must be received by Seller on or before **Closing**. If Seller does not receive Buyer's Notice to
326 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
327 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

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

329 **8.1. Evidence of Record Title.**

330 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
331 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
332 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
333 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
334 and delivered to Buyer as soon as practicable at or after **Closing**.

335 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
336 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
337 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
338 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

339 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner's
340 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
341 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
342 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
343 assessments and unredeemed tax sales prior to the year of **Closing**. Any additional premium expense to obtain OEC will be paid by
344 **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** _____.

345 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
346 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
347 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
348 § 8.7. (Right to Object to Title, Resolution).

349 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
350 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
351 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
352 Documents).

353 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
354 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
355 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
356 party or parties obligated to pay for the owner's title insurance policy.

357 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
358 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

359 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
360 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
361 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
362 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
363 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
364 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
365 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
366 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
367 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
368 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
369 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
370 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
371 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
372 Documents as satisfactory.

373 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
374 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without

375 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
376 Seller has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under § 9 (New
377 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
378 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
379 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
380 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record
381 Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the
382 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
383 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the
384 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice
385 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if
386 any, of third parties not shown by public records of which Buyer has actual knowledge.

387 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
388 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
389 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**
390 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
391 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
392 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
393 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
394 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
395 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
396 **RECORDER, OR THE COUNTY ASSESSOR.**

397 **8.5. Tax Certificate.** A tax certificate paid for by Seller Buyer, for the Property listing any special taxing districts
398 that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located
399 within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may
400 terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**,
401 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
402 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
403 would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on
404 or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax
405 Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to
406 Terminate under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the Tax
407 Certificate, the Tax Certificate will be paid for by Seller.

408 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
409 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
410 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
411 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
412 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
413 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
414 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
415 writing, details of any Third Party Right to Purchase the Property on or before the **Record Title Deadline**.

416 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
417 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing
418 District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or
419 before the applicable deadline, Buyer has the following options:

420 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
421 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
422 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
423 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
424 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
425 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
426 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
427 applicable documents; or

428 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
429 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

430 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
431 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
432 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,

433 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
434 laws and governmental regulations concerning land use, development and environmental matters.

435 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
436 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
437 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
438 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
439 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
440 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
441 **GAS OR WATER.**

442 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
443 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
444 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
445 **RECORDER.**

446 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
447 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
448 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
449 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

450 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
451 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
452 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
453 **AND GAS CONSERVATION COMMISSION.**

454 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
455 not covered by the owner's title insurance policy.

456 **8.9. Mineral Rights Review.** Buyer Does Does Not have a Right to Terminate if examination of the Mineral
457 Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline.**

458 **9. NEW ILC, NEW SURVEY.**

459 **9.1. New ILC or New Survey.** If the box is checked, (1) **New Improvement Location Certificate (New ILC);** or, (2)
460 **New Survey in the form of _____; is required and the following will apply:**

461 **9.1.1. Ordering of New ILC or New Survey.** Seller Buyer will order the New ILC or New Survey. The
462 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
463 after the date of this Contract.

464 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
465 Closing, by: Seller Buyer or:

466 **1/2 of ILC (not to exceed \$450) to be paid by Seller at closing, the balance to be paid by Buyer**
467

468 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
469 the opinion of title if an Abstract of Title) and N/A will receive a New ILC or New Survey on or before New
470 **ILC or New Survey Deadline.**

471 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
472 all those who are to receive the New ILC or New Survey.

473 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
474 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
475 Survey **Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
476 Seller incurring any cost for the same.

477 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
478 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
479 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

480 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

481 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
482 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

483 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
484 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
485 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
486 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
487 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

489 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.**

490 **10.1. Seller's Property Disclosure.** On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer
491 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
492 to Seller's actual knowledge and current as of the date of this Contract.

493 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
494 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
495 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
496 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
497 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
498 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

499 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
500 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
501 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
502 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
503 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
504 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
505 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
506 sole subjective discretion, Buyer may:

507 **10.3.1. Inspection Termination.** On or before the Inspection Termination Deadline, notify Seller in writing,
508 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
509 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
510 pursuant to § 10.3.2.; or

511 **10.3.2. Inspection Objection.** On or before the Inspection Objection Deadline, deliver to Seller a written
512 description of any unsatisfactory condition that Buyer requires Seller to correct.

513 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before Inspection Objection
514 Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline,
515 this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer's written withdrawal of the Inspection
516 Objection before such termination (i.e., on or before expiration of Inspection Resolution Deadline). Nothing in this provision
517 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
518 executing an Earnest Money Release.

519 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
520 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
521 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
522 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
523 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
524 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
525 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
526 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
527 pursuant to an Inspection Resolution.

528 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before Property Insurance Termination
529 Deadline, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
530 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

531 **10.6. Due Diligence.**

532 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
533 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before Due Diligence Documents Delivery
534 Deadline:

535 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
536 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
537 are as follows (Leases): N/A

538
539
540 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.7., Leased Items) will be
541 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
542 Buyer on or before Due Diligence Documents Delivery Deadline. Buyer Will Will Not assume the Seller's obligations
543 under such leases for the Leased Items (§ 2.5.7., Leased Items).

545 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
546 pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
547 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer Will Will
548 Not assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).
549

550 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
551 of the following:
552 **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the
553 Property;
554 **10.6.1.4.2.** Property tax bills for the last _____ years;
555 **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including
556 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
557 extent now available;
558 **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
559 **10.6.1.4.5.** Operating statements for the past _____ years;
560 **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
561 **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but
562 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
563 **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which
564 have been made for the past ____ years;
565 **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
566 not delivered earlier under § 8.3.);
567 **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
568 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
569 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
570 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
571 Seller;
572 **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
573 compliance of the Property with said Act;
574 **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any
575 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
576 authorizations, if any; and
577 **10.6.1.4.13.** Other:
578
579
580
581
582

583 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
584 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
585 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

586 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
587 or

588 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
589 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

590 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
591 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
592 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
593 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
594 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).
595

596 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection**
597 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
598 the Property, in Buyer's sole subjective discretion.

599 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
600 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
601 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the
602 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
603 at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and

604 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
605 tenants' business uses of the Property, if any.

606 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
607 **Inspection Termination Deadline** will be extended by in good faith by the buyer and seller days (Extended Environmental Inspection
608 **Objection Deadline**) and if such Extended Environmental Inspection **Objection Deadline** extends beyond the **Closing Date**, the
609 **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II
610 Environmental Site Assessment.

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

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

617 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
618 owned by Buyer and commonly known as _____ . Buyer has
619 the **Right to Terminate** under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**
620 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
621 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any **Right to Terminate** under this
622 provision.

623 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** [Intentionally Deleted - See
624 **Residential Addendum** if applicable]

625 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
626 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
627 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
628 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
629 or delayed.

630 **10.10. Lead-Based Paint.** [Intentionally Deleted - See **Residential Addendum** if applicable]

631 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See **Residential Addendum** if applicable]

632 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See **Residential Addendum** if applicable]

633 11. TENANT ESTOPPEL STATEMENTS.

634 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
635 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
636 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
637 attached to a copy of the Lease stating:

638 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

639 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or
640 amendments;

641 11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

642 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

643 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

644 11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
645 demising the premises it describes.

646 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
647 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
648 required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

649 **11.3. Estoppel Statements Termination.** Buyer has the **Right to Terminate** under § 24.1., on or before **Estoppel**
650 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
651 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
652 waive any unsatisfactory Estoppel Statement.

653 CLOSING PROVISIONS

654 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

655 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
656 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
657 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
658 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any

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

661 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
662 this Contract.

663 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
664 the Closing Date or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to
665 Buyer. The hour and place of Closing will be as designated by Title Company.

666 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
667 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

668 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
669 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
670 leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

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

676 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
677 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

678 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
679 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
680 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
681 at or before Closing by Seller from the proceeds of this transaction or from any other source.

682 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
683 **WITHHOLDING.**

684 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
685 to be paid at Closing, except as otherwise provided herein.

686 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by Buyer Seller
687 One-Half by Buyer and One-Half by Seller Other _____.

688 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to Closing Date, Seller agrees to
689 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
690 associated with or specified in the Status Letter will be paid as follows:

691 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Buyer
692 Seller One-Half by Buyer and One-Half by Seller N/A.

693 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by Buyer Seller One-Half by Buyer
694 and One-Half by Seller N/A.

695 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than
696 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
697 by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

698 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by
699 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

700 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by Buyer Seller One-Half by
701 Buyer and One-Half by Seller N/A.

702 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
703 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

704 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
705 such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller
706 One-Half by Buyer and One-Half by Seller N/A.

707 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
708 \$ _____ for:

709 Water Stock/Certificates Water District
710 Augmentation Membership Small Domestic Water Company _____

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

712 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
713 paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

714 **15.9. FIRPTA and Colorado Withholding.**

715 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
716 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
717 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign
718 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
719 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
720 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
721 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
722 if an exemption exists.

723 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
724 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
725 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
726 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
727 tax advisor to determine if withholding applies or if an exemption exists.

728 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

729 **16.1. Prorations.** The following will be prorated to the Closing Date, except as otherwise provided:

730 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
731 for the year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy
732 and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
733 veteran exemption or Other _____.

734 **16.1.2. Rents.** Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit
735 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
736 writing of such transfer and of the transferee's name and address.

737 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

738 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

739 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
740 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
741 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
742 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
743 assessment assessed prior to Closing Date by the Association will be the obligation of Buyer Seller. Except however, any
744 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
745 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents
746 there are no unpaid regular or special assessments against the Property except the current regular assessments and
747 _____ Association Assessments are subject to change as provided in the Governing Documents.

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

750 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
751 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 1.00 per day (or any part of a day
752 notwithstanding § 3.3., Day) from Possession Date and Possession Time until possession is delivered.

753

GENERAL PROVISIONS

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

757 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
758 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
759 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
760 will use Seller's reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 24.1., on
761 or before Closing Date, if the Property is not repaired before Closing Date, or if the damage exceeds such sum. Should Buyer elect
762 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
763 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
764 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
765 the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to
766 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
767 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney

768 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
769 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

770 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
771 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
772 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
773 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
774 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
775 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
776 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
777 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
778 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
779 Closing.

780 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
781 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
782 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
783 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
784 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
785 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

786 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
787 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

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

795
796 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
797 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
798 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
799 has the following remedies:

800 **20.1. If Buyer is in Default:**

801 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
802 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
803 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
804 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

805 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may
806 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
807 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
808 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
809 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

810 **20.2. If Seller is in Default:**

811 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
812 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
813 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
814 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
815 or damages, or both.

816 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
817 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
818 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
819 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
820 Contract are reserved and survive Closing.

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

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

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

844 **24. TERMINATION.**

845 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
846 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
847 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
848 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
849 and waives the Right to Terminate under such provision.

850 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
851 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

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

858 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

859 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
860 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
861 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
862 must be received by the party, not Broker or Brokerage Firm).

863 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
864 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
865 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
866 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

867 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
868 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
869 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

870 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
871 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
872 located in Colorado.

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

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

882 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

883 29. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
884 Commission.)

885 Provided in exhibit A
886
887
888
889
890
891
892
893
894

895 30. **OTHER DOCUMENTS.**

896 30.1. **Documents Part of Contract.** The following documents are a part of this Contract:

897 None
898
899

900 30.2. **Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:
901
902
903

904 **SIGNATURES**

905 Buyer's Name: Rico Loco Bicycles LLC, a Colorado limited liability company

Buyer's Name: _____


Justin Cain (Dec 22, 2022 17:44 MST)

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

906 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: Town of Rico, a Colorado home rule municipality

Seller's Name: _____

Nicole Pieterse

Seller's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Seller's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

907

908

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 Listing Brokerage Firm Buyer Other _____.

This Broker's Acknowledgements 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: N/A _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

B. Broker Working with Seller

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 Seller as a Seller's Agent Transaction-Broker in this transaction.

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

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

This Broker's Acknowledgements 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: N/A

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

909

Exhibit A

29.1. Closing is contingent upon approval and authorization of this Contract and transaction by Sellers Board of Trustees pursuant to the Seller's Town Charter requirements for adoption of ordinances and expiration of all appeal/ referendum periods. In the event that Board approval and authorization does not occur prior to the Closing Date, Buyer shall have the option to either (a) terminate the Contract and receive a full refund of Buyer's earnest money or (b) extend the Closing Date by up to 60 days by providing written notice of extension to Seller on or before the Closing Date.

29.2. Buyer's sole and only remedy in the event of default by Seller or Seller's lack of approval/authorization of this transaction and Contract pursuant to Seller's Town Charter, shall be a full refund of Buyer's earnest money.

29.3. Buyer is advised to consult with competent real estate, tax and legal counsel.

29.4. The provisions of this Contract have been independently, separately, and freely negotiated by the parties as if drafted by both of them. The parties waive any statutory or common law presumption which would serve to have this Contract construed in favor of or against either party.

29.5. Each party warrants to the other party that no real estate broker is entitled to claim a commission related to this transaction. Each party agrees to indemnify the other for any commission or fee claimed by any real estate broker through or based on the action of that party.

29.6. Seller warrants and represents to Buyer that the individual signing this Contract on behalf of Seller is authorized to sign this Contract for Seller and to bind Seller to all terms and conditions stated in this Contract. If Buyer is an entity, Buyer makes the same warranties and representations to Seller







20221222 updated BIKE SHOP Contract to Buy and Sell Commercial (Current)

Final Audit Report

2022-12-23

Created:	2022-12-22
By:	Nicole Pieterse (nicole.rplaw@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy2Brul5dj0Cp6Z4VguTnR80Gr7dJE5_z

"20221222 updated BIKE SHOP Contract to Buy and Sell Commercial (Current)" History

-  Document created by Nicole Pieterse (nicole.rplaw@gmail.com)
2022-12-22 - 9:29:44 PM GMT- IP address: 75.166.36.32
-  Document emailed to jbain71@yahoo.com for signature
2022-12-22 - 9:31:21 PM GMT
-  Email viewed by jbain71@yahoo.com
2022-12-23 - 0:42:34 AM GMT- IP address: 65.38.133.152
-  Signer jbain71@yahoo.com entered name at signing as Justin Bain
2022-12-23 - 0:44:39 AM GMT- IP address: 65.38.133.152
-  Document e-signed by Justin Bain (jbain71@yahoo.com)
Signature Date: 2022-12-23 - 0:44:41 AM GMT - Time Source: server- IP address: 65.38.133.152
-  Agreement completed.
2022-12-23 - 0:44:41 AM GMT

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(AE41-6-21) (Mandatory 1-22)

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

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: February 1, 2023

1. This agreement amends the contract dated December 22, 2022 (Contract) between Town of Rico, a Colorado home rule municipality (Seller) and Rico Loco Bicycles LLC, a Colorado limited liability company (Buyer) relating to the sale and purchase of the following legally described real estate in the County of Dolores, Colorado (insert legal description):

Lot 7, Block 1, Town of Rico, Dolores County, Colorado

known as: 13 Glasgow Ave Rico CO 81332 (Property).
Street Address City State Zip

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.** [Note: This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
1	§ 3	Time of Day Deadline		x	
2	§ 4	Alternative Earnest Money Deadline	2/6/23		
		Title			
3	§ 8	Record Title Deadline (and Tax Certificate)		x	
4	§ 8	Record Title Objection Deadline		x	
5	§ 8	Off-Record Title Deadline		x	
6	§ 8	Off-Record Title Objection Deadline		x	
7	§ 8	Title Resolution Deadline		x	
8	§ 8	Third Party Right to Purchase/Approve Deadline		x	
		Owners' Association			
9	§ 7	Association Documents Deadline		x	
10	§ 7	Association Documents Termination Deadline		x	
		Seller's Disclosures			
11	§ 10	Seller's Property Disclosure Deadline		x	
12	§ 10	Lead-Based Paint Disclosure Deadline		x	
		Loan and Credit			
13	§ 5	New Loan Application Deadline		x	
14	§ 5	New Loan Terms Deadline	3/10/23		
15	§ 5	New Loan Availability Deadline	3/10/23		
16	§ 5	Buyer's Credit Information Deadline		x	
17	§ 5	Disapproval of Buyer's Credit Information Deadline		x	
18	§ 5	Existing Loan Deadline		x	
19	§ 5	Existing Loan Termination Deadline		x	

20	§ 5	Loan Transfer Approval Deadline		X	
21	§ 4	Seller or Private Financing Deadline		X	
		Appraisal			
22	§ 6	Appraisal Deadline		X	
23	§ 6	Appraisal Objection Deadline		X	
24	§ 6	Appraisal Resolution Deadline		X	
		Survey			
25	§ 9	New ILC or New Survey Deadline	2/9/23		
26	§ 9	New ILC or New Survey Objection Deadline	2/10/23		
27	§ 9	New ILC or New Survey Resolution Deadline	2/13/23		
		Inspection and Due Diligence			
28	§ 2	Water Rights Examination Deadline		X	
29	§ 8	Mineral Rights Examination Deadline		X	
30	§ 10	Inspection Termination Deadline		X	
31	§ 10	Inspection Objection Deadline		X	
32	§ 10	Inspection Resolution Deadline		X	
33	§ 10	Property Insurance Termination Deadline		X	
34	§ 10	Due Diligence Documents Delivery Deadline		X	
35	§ 10	Due Diligence Documents Objection Deadline		X	
36	§ 10	Due Diligence Documents Resolution Deadline		X	
37	§ 10	Environmental Inspection Objection Deadline (CBS2, 3, 4)		X	
38	§ 10	ADA Evaluation Termination Deadline (CBS2, 3, 4)		X	
39	§ 10	Conditional Sale Deadline		X	
40	§ 10	Lead-Based Paint Termination Deadline		X	
41	§ 11	Estoppel Statements Deadline (CBS2, 3, 4)		X	
42	§ 11	Estoppel Statements Termination Deadline (CBS2, 3, 4)		X	
		Closing and Possession			
43	§ 12	Closing Date	3/20/23		
44	§ 17	Possession Date		X	
45	§ 17	Possession Time		X	

3. Other dates or deadlines set forth in the Contract are changed as follows:

4. Additional amendments:

Buyer assigns the Contract to Not For Sale LLC

All other terms and conditions of the Contract remain the same.

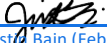
This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before 2/3/23.

Date

Time

Buyer's Name: Rico Loco Bicycles LLC

Buyer's Name: _____


Justin Bain (Feb 2, 2023 11:22 MST)


Feb 2, 2023

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Seller's Name: Town of Rico, Colorado

Seller's Name: _____

Nicole Y. Pieterse  gally signed by Nicole Y. Pieterse
te: 2023.02.01 20:41:51 -07'00'

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Steps needed for implementation of VCUP and Funding Agreement

1. Steps needed for approval of VCUP and Funding Agreement
 - a. Finalize and secure approval of VCUP
 - i. Finalize response to CDPHE comments (anticipate doing so by February 17)
 - ii. Secure Town Board approval of VCUP for submittal to CDPHE, conditioned on Town approving and signing Funding Agreement and adopting amendments to Land Use Code (“LUC”)
 - iii. CDPHE approval of VCUP
 - b. Finalize and approve amendments to LUC
 - i. Town Attorney review draft amendments to LUC
 - ii. Town Board approval of LUC amendments through process of Planning Commission meeting and two Board Meetings
 - c. Finalize and approve Intergovernmental Agreement (“IGA”) with CDPHE
 - i. Town Attorney review of IGA
 - ii. Town Board approval of IGA
 - iii. CDPHE approval of IGA
 - iv. Town and AG office execute IGA
 - d. Finalize and approve Funding Agreement
 - i. Draft Funding Agreement received from AR at end of January
 - ii. KKR is reviewing and anticipates giving comments to Town the week of February 20
 - iii. Finalize incremental costs schedule
 - iv. Town Board approval of Funding Agreement
2. Steps needed when VCUP becomes effective (can be arranged in advance of effective date)
 - a. Town hires subcontractor to serve as liaison between Town and AR SMP Contractor in Phases 1 and 2 (to be funded by AR per Funding Agreement)
 - b. AR hires SMP Contractor for Phases 1 and 2
 - c. AR arranges for clean fill stockpile and supply of geotextile fabric
 - d. Town and AR develop and distribute public outreach materials to inform Town property owners and residents about VCUP and LUC requirements (flow charts, forms, information on website, etc.)
 - e. Town opens separate, dedicated Town banking accounts as required in Funding Agreement to receive AR funding
 - f. Town develops system for Town to review incremental costs reimbursement requests and distribute funding
 - g. Obtain additional insurance if/as needed
3. Additional steps to implement VCUP
 - a. Stormwater/road drainage study
 - i. Draft and execute MOU with AR for funding of study in advance of Funding Agreement
 - ii. Town hires contractor to conduct study (funded by AR)(note – RFP closed, Town working on next steps)
 - iii. Contractor conducts and completes study
 - b. Road remediation work (contractor will oversee work as part of stormwater/drainage study work)

- i. Prepare scope of work, bid package, and/or request for proposals; solicit bids/proposals
 - ii. Obtain Town Attorney (or KKR) advice on contracting requirements to ensure compliance with Town code and State law
 - iii. Select road remediation work contractor (after consultation with AR)
 - iv. Secure funding for drainage improvements for which Town is responsible
- c. Develop and distribute public outreach materials about Phase 1 sampling and granting AR access for sampling

Water Infrastructure

Goal: Reactive silver creek water system

Objective	Timeframe	Persons Responsible	Comments/Add' Information
Impose development fees for subdivisions, PUD and large scale developments	Ordinance adopted by June-2023	Chauncey McCarthy/legal/Board of Trustees	In process
RFP for engineering documents for the necessary improvements needed to reactive silver creek	Select Firm by Jan-2024	Chauncey McCarthy/Board of Trustees	May be able to use 2018 Water PER
Pursue funding to reactive silver creek	To run concurrent with engineering	Chauncey McCarthy/Engineering firm	State revolving fund, grants, and potential federal funding will all be necessary to offset this project's cost
Go out to bid for water system improvements, construct improvements, reactive silver creek	Contingent upon funding. Ideally breaking ground summer 2025	Chauncey McCarthy/Engineering Firm/ Board of Trustees / Construction company	Funding is the biggest hurdle for this project. As federal infrastructure funds roll out there will be a better understanding of the potential timeline

Goal: Repair or replace third storage water tank

Objective	Timeframe	Persons Responsible	Comments/Add' Information
Research and determine funding sources	Complete by Sep-2023	Chauncey McCarthy	Funding for tank rehab is limited. Water taps sales may offset cost
Pursue funding via grant, state revolving fund, water taps sold. Budget for repairs	Complete by Dec-2023	Chauncey McCarthy	Estimate from summer 2022 was 250,000
Go out to bid for water tank rehabilitation and complete necessary work	Complete by Oct-2024	Chauncey McCarthy/Board of Trustees/Tank Rehabilitation company	

Street Fund and Infrastructure

Goal: Construct New Town Shop

Objective	Timeframe	Persons Responsible	Comments/Add' Information
Finalize construction documents	End of Feb-2023	Chauncey McCarthy/Goff Engineering/Wiley Architecture	Almost Completed
Apply for DOLA EIAF grant to offset construction cost	Grant Due March-2023 Awarded June-2023	Chauncey McCarthy	
Finalize lease purchase option need to fund the project and amend budget	Budget amendment July-2023	Chauncey McCarthy/Troy Bernberg/Board of Trustees	Include sale of town owned space as revenue
Go out for bid for construction	July-2023 through August-2023	Chauncey McCarthy/ Board of Trustees	
Construct shop	August-2023 through October-2024	Chauncey McCarthy/Construction company	Project will include public parking, bathroom, and secured yard storage

Goal: Maintain employees and update equipment

Objective	Timeframe	Persons Responsible	Comments/Add' Information
Pursue a mill levee increase during the November 2023 election	November-2023 election	Chauncey McCarthy/Legal/Anna Wolf/Board of Trustees/Resident electors	This failed at the ballot in 2021. A different approach will need to be taken to be successful
Purchase new smaller front end loader*	Order by October-2024	Chauncey McCarthy /Board of Trustees	Hopefully the small dresser loader can last one more winter season
Purchase water truck*	Spring-2025	Chauncey McCarthy/Board of Trustees	ARCO has committed to spraying roads prior to their remediation
Provide pay raises to stay competitive with other employers	Yearly	Chauncey McCarthy/Board of Trustees	Increase wages based on CPI and other comp sets

*large purchases will be more manageable with a mill levy increase. If mill levy fails again these purchases will need to staggered greater than what is proposed.

Sewer Infrastructure

Goal: Centralized Sewer System*

Objective	Timeframe	Persons Responsible	Comments/Add' Information
Complete amended PER for town waste water treatment and collection system	Final Report Aug-2023	Chauncey McCarthy/Board of Trustees/Engineering Firm	RFP selection to be made Feb 15, 2023
Pursue funding to continue project	Ongoing	Chauncey McCarthy/Board of Trustees/Engineering Firm	State revolving fund, grants, and potential federal funding will all be necessary to offset this project's cost
Successfully release the 2.5 million dollars of congressionally directed spending	Ongoing	Chauncey McCarthy/Engineering firm	EPA is still working through how the funds will be released.
Create construction documents, install improvements, and construct treatment facility	Unknown	Chauncey McCarthy/Engineering Firm/ Board of Trustees / Construction company/Engineering Firm	Project may be phased based upon funding opportunities.

*Due to the size, scope, and complexity of this project timelines at this point are near impossible to determine. Once the amending PER is completed and funding is investigated there should be a better understanding of what is feasible. Still waiting to see how federal funding will be dispersed

Municipal Documents

Goal: Update Municipal Documents

Objective	Timeframe	Persons Responsible	Comments/Add' Information
Rico Land Use Code global revision	Complete by April 2024	Chauncey McCarthy/Jennifer Stark/Planning Commission/Board of Trustees/Legal	In process now. Will require planning commission recommendation and Board of Trustees adoption
Revise Home Rule Charter	Complete by May 2024	Chauncey McCarthy/Board of Trustees/Legal	Work through charter amendments during Trustee meetings
Go to ballot with proposed Home Rule Charter amendments	November 2024 Election	Chauncey McCarthy/Legal/Anna Wolf/Board of Trustees/Resident electors	This will require a majority vote
Revise Rico Master Plan	Start in 2024	Chauncey McCarthy/Board of Trustees/Master Planning Committee	This is a large project and the town may want to consider working with a consultant through the process
Revise Water Rules and Regulations	Adopt by end of 2023	Chauncey McCarthy/Board of Trustees/Legal/Pat Drew	Address water conservation and revise document in its entirety
Codify current legislation	Start once new RLUC is adopted	Chauncey McCarthy/Board of Trustees/Municode	Engage with Municode, process takes two years.

Parks and Open Space

Goal: Improve Parks

Objective	Timeframe	Persons Responsible	Comments/Add' Information
Activate Community Engagement Team and gain community input	February 2023 - April 2023	Chauncey McCarthy/CET Team/ FPM Consulting	
Create park design and budget	April 2023 - May 2023	Chauncey McCarthy/FPM Consulting	
Pursue funding for park improvements	August 2023 - June 2024	Chauncey McCarthy/FPM Consulting	
Construct park improvements	July 2024 - Sept 2024	Chauncey McCarthy/FPM Consulting/Construction firm	
Park Grand Opening	Oct-24	Chauncey McCarthy/FPM Consulting/Local Community	

Additional Notes

Close out VCUP in 2023 (Town wide storm drainage, soil management contractor, remediate roads, adopted IC, educate residents, promote participation)

Continue learning from other communities' success and downfalls.

Save Money, responsible purchases and spending

Provide support for school district initiative

Citizen communication and engagement (post agendas in additional locations, provide meeting summary to mailserv list, host two community participation meetings a year)

Revisit recycling program

Help local businesses by providing support. (Chamber of commerce)

Research and investigate impact fees for large scale developments

Provide support to RFPD

Promote open space

Town shop project includes a parking lot which can be used as an intercept lot during snow removal