

Town of Rico Memorandum

Date: February 28, 2025

TO: Town of Rico Board of Trustees
FROM: Chauncey McCarthy, Rico Town Manager
SUBJECT: March 3rd Board of Trustees Special Session

Consideration of Resolution 2025-01 a resolution of the Town of Rico Board of Trustees prioritizing the town's water system, infrastructure repairs, funding initiative, public works department staffing, and road maintenance (Pg. 2-3)

Per the request of the Board of Trustees from last month's meeting included in the packet is resolution no. 2025-01 a resolution of the Town of Rico Board of Trustees prioritizing the Town's water system, infrastructure repairs, funding initiatives, public works department staffing, and road maintenance.

Consideration of second reading of Ordinance 2025-01 an ordinance of the Town of Rico, Colorado approving the purchase of the Community Church property located at 110 and 116 East Mantz Avenue. (Pg. 4-26)

Included in the packet is Ordinance 2025-01 approving the purchase of the community church property at 110 and 116 East Mantz. The ordinance includes the sales contract as an exhibit, detailing the terms of the agreement. The agreed-upon sale price is \$425,000 and the purchase is conditioned upon the sale and donation of the RHS Engel House property.

Congressionally directed spending FY 2026 request (Pg. 27-39)

FY26 Congressionally Directed Spending (CDS) request process is now open, with applications due by March 24th at 5:00 PM MT. This process allows nonprofits and government entities to request federal funding for specific projects in Colorado through the Senate Appropriations Committee. Senators Michael Bennet and John Hickenlooper are utilizing a joint application, where applicants submit a single request reviewed by both offices before individual submissions to the Appropriations Committee. While funding availability and eligibility for FY26 have not yet been confirmed by congressional leadership, updates will be provided as more information becomes available. Applicants should follow FY25 guidelines, ensuring projects are shovel-ready, well-budgeted, and self-sustaining with a demonstrated community benefit. All requests must include one letter of support from a state, local, or tribal government or a community leader.

FY2026 Congressionally Directed Spending FAQ document has been included in the packet.

**TOWN OF RICO
RESOLUTION NO. 2025-01**

**A RESOLUTION OF THE TOWN OF RICO BOARD OF TRUSTEES
PRIORITIZING THE TOWN'S WATER SYSTEM, INFRASTRUCTURE
REPAIRS, FUNDING INITIATIVES, PUBLIC WORKS DEPARTMENT
STAFFING, AND ROAD MAINTENANCE**

WHEREAS, the Town of Rico recognizes the essential nature of a reliable and sustainable water system for the health, safety, and well-being of its residents; and

WHEREAS, the Town's infrastructure, including roads and public utilities, is aging and requires immediate and long-term investment to ensure continued functionality and safety; and

WHEREAS, the Town of Rico's Public Works Department is critical to maintaining essential services, including water system operations, street maintenance, and general municipal infrastructure; and

WHEREAS, securing sustainable funding is necessary to support infrastructure improvements, including but not limited to grant funding, state and federal assistance, water rate reviews, and potential property tax adjustments; and

WHEREAS, the Town recognizes the need to develop a long-term financial strategy to ensure ongoing maintenance and improvement of its water system, streets, and public works infrastructure; and

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

Section 1. Water System and Infrastructure as a Priority

The Board of Trustees formally designates the improvement and sustainability of the Town's water system, roads, and municipal infrastructure as top priorities. The Town shall take immediate action to assess, repair, and upgrade critical components of the water and road infrastructure.

Section 2. Infrastructure Repairs and Maintenance

The Town shall allocate resources to perform necessary short-term repairs and develop a long-term plan for ongoing maintenance and system improvements. The Town of Rico shall pursue professional assessments and recommendations to guide infrastructure improvements effectively. Street maintenance and repair shall be included in the Town's long-term infrastructure improvement plan. Town staff shall have the discretion to hire contractors to perform emergency repairs as needed.

Section 3. Funding and Financial Planning

The Town shall actively seek and apply for state, federal, and private grant opportunities to support water system repairs, road improvements, and other critical infrastructure needs. The Board shall explore all potential funding opportunities and other financial strategies to ensure sustainable funding. The Town shall conduct regular reviews of water rates to ensure sufficient revenue for maintenance and capital improvements while balancing affordability for residents. The Board shall evaluate the potential need for property tax increases or other revenue-generating measures to support infrastructure and public works staffing needs, subject to community input and approval where required.

Section 4. Public Works Staffing and Resources

The Town shall prioritize the recruitment and retention of qualified Public Works staff to oversee water system operations, street maintenance, and other municipal infrastructure. The Board shall consider budget allocations to ensure adequate staffing, training, and equipment for the Public Works Department. The Town shall evaluate opportunities to improve operational efficiency and service delivery within the Public Works Department.

Section 5. Community Engagement and Transparency

The Town shall ensure ongoing communication with residents regarding infrastructure improvements, funding efforts, and public works initiatives. The Board shall host public meetings and provide regular updates to keep the community informed and involved in decision-making processes.

BE IT FURTHER RESOLVED, this Resolution shall take effect immediately upon adoption, and the Board of Trustees directs the Town staff to take all necessary actions to implement its provisions.

APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO

This 3rd day of March 2025.

By:

Attest:

Partick Fallon , Mayor

Anna Wolf, Town Clerk

**TOWN OF RICO
ORDINANCE NO. 2025-01**

**AN ORDINANCE OF THE TOWN OF RICO, COLORADO APPROVING
THE PURCHASE OF THE COMMUNITY CHURCH PROPERTY
LOCATED AT 110 AND 116 EAST MANTZ 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) to purchase, by ordinance, real property; and

WHEREAS, pursuant to the Charter Article XIV § 14.1, the Board is authorized to purchase real property by ordinance; and.

WHEREAS, the Rico Historic Society (“RHS”) owns that property located at 208 East Mantz, Rico, Colorado 81332, which is under contract to be sold for \$369,000 at a closing scheduled for March 20, 2025 (the “RHS Sale”); and

WHEREAS, RHS desires to donate up to \$350,000 of the proceeds of the RHS Sale to the Town; and

WHEREAS, United Presbyterian Church owns that real property described as Lots 17R-20R, Block 15, 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 110 and 116 East Mantz Avenue, Rico, Colorado 81332 (the “Property”) together with a commercial building previously used as a community church (the “Church”), and a separate single family residence (the “Home”); and

WHEREAS, the Church may be used as a community center, and the Home may be used to provide housing for individuals that work for, or in, the Town; and

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

WHEREAS, the Town has negotiated a Contract to Buy and Sell Real Estate for the Property (the “Contract”) with the Seller, United Presbyterian Church, a non-profit organization, dated February 9, 2025. 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, upon receipt of the proceeds of the RHS Sale the Town will have the funds necessary to close the sale provided for in the Contract; and

WHEREAS, the Contract provides that closing is contingent upon the closing of the RHS Sale and the Town's receipt of the net sale proceeds thereof; 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 FEBRUARY 19, 2025.

TOWN OF RICO, COLORADO

Patrick Fallon, Mayor

ATTEST:

Anna Wolf, Town Clerk

**PASSED, APPROVED ON SECOND READING, ADOPTED AND ORDERED
PUBLISHED IN FULL AT A SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE
TOWN OF RICO, COLORADO HELD ON MARCH 3, 2025.**

TOWN OF RICO, COLORADO

Patrick Fallon, Mayor

ATTEST:

Anna Wolf, Town Clerk

Effective Date: April 2, 2025



**TELLURIDE
PROPERTIES**
On Top of Telluride

Forbes
GLOBAL PROPERTIES

LaBorde Team
(970) 708-3774
labordeteam@tellurideproperty
es.com

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS1-6-24) (Mandatory 8-24)

**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 (RESIDENTIAL)

Date: 02/25/25

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. Town of Rico (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. Presbytery of Western Colorado (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):

RICO LOT 20R S 1/4 LOT 17, LOT 17-19R BLK 15 36-40-11 B-54 P-100 B-110 P-107 B-255 P-413 ,414 B-264 P-300 B-333 P-297(WTR) B-341 P-258 (JUD) B-2 P-152 (REPLAT) B-372 P-381 (COV)

known as: 110 and 116 E Mantz 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 _____ 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 § 2.5.8. (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:

TBD BY SELLER BEFORE MEC + 21

☐ If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

2.5.4. Home Warranty. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of certain Inclusions.

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

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

2.5.6. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.7. Parking and Storage Facilities. The use or ownership of the following parking facilities: _____; and the use or ownership of the following storage facilities: SHED ON SITE.
Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

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

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

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

2.6. Exclusions. The following items are excluded (Exclusions):
ANTIQUE SISPLAY AND ITEMS IN ENTRY, ORGANS, CROSSES AND ANY RELIGIOUS ITEMS ON ALTER

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

☒ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:
TWO CITY OF RICO WATER TAPS

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

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

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

2.7.6. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

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3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	MEC + 5
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	MEC + 7
4	§ 8	Record Title Objection Deadline	MEC +14
5	§ 8	Off-Record Title Deadline	MEC + 7
6	§ 8	Off-Record Title Objection Deadline	MEC +14
7	§ 8	Title Resolution Deadline	MEC +21
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	MEC + 7
12	§ 10	Lead-Based Paint Disclosure Deadline	MEC + 7
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
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	0MEC +12
26	§ 9	New ILC or New Survey Objection Deadline	MEC +14
27	§ 9	New ILC or New Survey Resolution Deadline	MEC +21
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	MEC +14
29	§ 8	Mineral Rights Examination Deadline	MEC +14
30	§ 10	Inspection Termination Deadline	MEC +14
31	§ 10	Inspection Objection Deadline	MEC +14
32	§ 10	Inspection Resolution Deadline	MEC +21
33	§ 10	Property Insurance Termination Deadline	MEC +14
34	§ 10	Due Diligence Documents Delivery Deadline	MEC +7
35	§ 10	Due Diligence Documents Objection Deadline	MEC +14
36	§ 10	Due Diligence Documents Resolution Deadline	MEC +21
37	§ 10	Conditional Sale Deadline	03/20/25
38	§ 10	Lead-Based Paint Termination Deadline	MEC +14
		Closing and Possession	
39	§ 12	Closing Date	ON OR BEFORE 4/15/25
40	§ 17	Possession Date	AT CLOSING
41	§ 17	Possession Time	AT CLOSING
42	§ 27	Acceptance Deadline Date	02/27/25
43	§ 27	Acceptance Deadline Time	5 PM MST

110 **Note:** If FHA or VA loan boxes are checked in § 4.5.3. (Loan Limitations), the Appraisal deadlines DO NOT apply to FHA
111 insured or VA guaranteed loans.

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

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

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

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

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

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

4. PURCHASE PRICE AND TERMS.

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	\$ 425000.00	
2	§ 4.3.	Earnest Money		\$ 15000.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$ 410000.00
10		TOTAL	\$ 425000.00	\$ 425000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$0.00 (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

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

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

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled 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 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release 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 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

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

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

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

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

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

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

4.5. New Loan.

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

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

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☐ Conventional ☐ FHA ☐ VA ☐ Bond ☐ Other _____. If either or both of the FHA or VA boxes are checked, and Buyer closes the transaction using one of those loan types, Seller agrees to pay those closing costs and fees that Buyer is not allowed by law to pay not to exceed \$ _____. However, this amount does not include any compensation to be paid to Buyer's brokerage firm.

4.5.4. Loan Estimate – Monthly Payment and Loan Costs. Buyer is advised to review the terms, conditions and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of Buyer's monthly mortgage payment.

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

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

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

This Contract terminates if written consent from Seller's lender for Buyer's assumption of Seller's existing loan is not received by all parties and the Closing Company on or before Closing.

4.7. Seller or Private Financing.

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

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

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

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1. on or before Seller

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

217 **TRANSACTION PROVISIONS**

218 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

219 **5.1. New Loan, Assumption Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more
220 new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an
221 application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such
222 loan or approval.

223 **5.2. New Loan Terms; New Loan Availability.**

224 **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
225 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
226 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole
227 benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan
228 Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

229 **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
230 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
231 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
232 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on
233 the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
234 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
235 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
236 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
237 Survey).

238 **5.3. Credit Information.** This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's
239 financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must
240 supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current
241 credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's
242 financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in
243 confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set
244 forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of
245 Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1.,
246 on or before **Disapproval of Buyer's Credit Information Deadline**.

247 **5.4. Existing Loan Review.** Seller must deliver copies of the loan documents (including note, deed of trust and any
248 modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's
249 review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before
250 **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective
251 discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such
252 approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan**
253 **Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or
254 before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer
255 does not obtain such compliance as set forth in § 4.6.

256 **5.5. Buyer Representation of Principal Residence.** Buyer represents that Buyer will occupy the Property as Buyer's
257 principal residence unless the following box is checked, then Buyer ☒ represents that Buyer will NOT occupy the Property as
258 Buyer's principal residence.

259 **6. APPRAISAL PROVISIONS.**

260 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged
261 on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set
262 forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property
263 to be valued at the Appraised Value.

264 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
265 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

266 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
267 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
268 **Objection Deadline**:

269 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
270 or

271 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
272 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).
273 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before Appraisal
274 Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Appraisal Resolution
275 Deadline, this Contract will terminate on the Appraisal Resolution Deadline, unless Seller receives Buyer's written withdrawal
276 of the Appraisal Objection before such termination, (i.e., on or before expiration of Appraisal Resolution Deadline).
277 **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser
278 (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of
279 Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA
280 requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct
281 Endorsement lender, setting forth the appraised value of the Property of not less than \$_____. The purchaser (Buyer) shall have the
282 privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised
283 valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban
284 Development will insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy
285 himself/herself/themselves that the price and condition of the Property are acceptable.
286 **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)
287 shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property
288 described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department
289 of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of
290 this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.
291 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
292 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
293 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
294 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
295 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
296 satisfaction of the Lender Property Requirements is waived in writing by Buyer.
297 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by
298 ☐ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management
299 company, lender's agent or all three.

300 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
301 Communities and subject to one or more declarations (Association).
302 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
303 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
304 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
305 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
306 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
307 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY**
308 **ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE**
309 **ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE**
310 **DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE**
311 **OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE**
312 **ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.**
313 **PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE**
314 **FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY**
315 **READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF**
316 **THE ASSOCIATION.**
317 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined
318 below), at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the
319 Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon
320 Buyer's receipt of the Association Documents, regardless of who provides such documents.
321 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:
322 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating
323 agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under
324 § 38-33.3-209.5, C.R.S.;
325 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers'
326 meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S.
327 (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the
328 preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and
329 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
330 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list

must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

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

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of 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 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

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

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

8.1. **Evidence of Record Title.**

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

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

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

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

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

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

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

8.2. **Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.

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

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

8.4. Special Taxing and Metropolitan Districts. **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: ____.**

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

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the **Record Title Deadline**.

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

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on

or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

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

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

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

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

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

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

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

8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

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

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☒ **Buyer** will order the New ILC or New Survey. The 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 after the date of this Contract.

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 Closing, by: ☐ **Seller** ☒ **Buyer** or:

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

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

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

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

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

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

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

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

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

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

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

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

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

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

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

10.6. Due Diligence.

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

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

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

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.5. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

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

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

10.6.1.6. Other Documents. Other documents and information:

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

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

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

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

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

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as 208 E MANTZ AVE, RICO, CO 81332. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale 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 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is No Well. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]

10.10. Lead-Based Paint.

10.10.1. Lead-Based Paint Disclosure. Unless exempt, if the Property includes one or more residential dwellings constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

10.10.2. Lead-Based Paint Assessment. If Buyer elects to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer

accepts the condition of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

10.11. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

10.12. Methamphetamine Disclosure. If Seller knows that methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.

10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.

RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS AVAILABLE AT: [HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE](https://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE).

11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

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

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

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

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

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

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

687 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
 688 **WITHHOLDING.**

689 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
 690 to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan specified in §4.5.3. (Loan Limitations)
 691 prohibits Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

692 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
 693 ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

694 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to Closing Date, Seller agrees to
 695 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
 696 associated with or specified in the Status Letter will be paid as follows:

697 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

698 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by
 699 Buyer and One-Half by Seller ☒ N/A.

700 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other
 701 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by
 702 Buyer and One-Half by Seller ☒ N/A.

703 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
 704 Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

705 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by
 706 Buyer and One-Half by Seller ☒ N/A.

707 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
 708 ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

709 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
 710 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller
 711 ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

712 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$_____
 713 for:

714 ☐ Water District/Municipality ☐ Water Stock
 715 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
 716 and must be paid at Closing by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

717 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
 718 paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

719 **15.9. FIRPTA and Colorado Withholding.**

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

728 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's
 729 proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller
 730 agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If
 731 withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire
 732 with Seller's tax advisor to determine if withholding applies or if an exemption exists.

733 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

734 **16.1. Prorations.** The following will be prorated to the Closing Date, except as otherwise provided:

735 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate
 736 taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☒ Most Recent Mill
 737 Levy and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying
 738 disabled veteran exemption or ☐ Other _____.

739 **16.1.2. Rents.** Rents based on ☐ Rents Actually Received ☒ Accrued. At Closing, Seller will transfer or credit
740 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
741 writing of such transfer and of the transferee's name and address.

742 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and ____.

743 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

744 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
745 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all
746 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association
747 Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the
748 Governing Documents. Any special assessment assessed prior to Closing Date by the Association will be the obligation of ☐
749 Buyer ☒ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the
750 date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise
751 specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except
752 the current regular assessments and _____. Association Assessments are subject to change as provided in the Governing
753 Documents.

754 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on Possession Date at Possession
755 Time, subject to the Leases as set forth in § 10.6.1.1. If the parties have executed a Post-Closing Occupancy Agreement, such
756 agreement will control Possession Date and Possession Time.

757 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be
758 additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 150.00 per day (or any part of a
759 day notwithstanding § 3.3., Day) from Possession Date and Possession Time until possession is delivered. Additionally, Buyer
760 may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

GENERAL PROVISIONS

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

765 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of
766 loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of
767 the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance
768 proceeds, will use Seller's reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under
769 § 24.1., on or before Closing Date, if the Property is not repaired before Closing Date, or if the damage exceeds such sum. Should
770 Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance
771 proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus
772 the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event
773 Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the
774 Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if
775 acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the
776 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and
777 will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the
778 insurance claim.

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

789 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
790 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
791 action. Buyer has the Right to Terminate under § 24.1., on or before Closing Date, based on such condemnation action, in Buyer's
792 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
793 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
794 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

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

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

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

20.1. If Buyer is in Default:

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

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

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

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

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

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

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

authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

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

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

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

26. NOTICE, DELIVERY AND CHOICE OF LAW.

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

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

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

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

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

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

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

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

☐ **29.2.** ____% of the Purchase Price or \$____ by Buyer pursuant to a separate agreement between Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

☐ **29.3.** ____% of the Purchase Price or \$____ by a separate agreement between Buyer's brokerage firm and Seller's brokerage firm.

904

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

907 1) 10.6.2 If the Due Diligence Documents are not supplied to Buyer or if the Due Diligence
908 Documents or any inspection report or other document related to the Property or Inclusions
909 obtained by Buyer from any source are unsatisfactory in Buyer's sole subjective discretion, Buyer
910 may, on or before Due Diligence Documents Objection Deadline:

911
912 2) Buyer and Seller each waive any right to a jury in any action or proceeding concerning this
913 Contract to the maximum extent permitted by law.

914
915 3) "Physical condition" in connection with one or more of the Property, Inclusions and services
916 to the Property for purposes of this Contract (for example, § 10.2) includes all aspects relevant
917 to Buyer's contemplated ownership, use, or development of the Property Inclusions and related
918 services and any information, documentation, test, investigation, restriction, condition, or
919 other fact, document, information, or matter relevant to Buyer's decision to purchase the
920 Property and Inclusions, all in Buyer's sole subjective discretion.

921
922 4) Despite anything to the contrary stated elsewhere in this Contract, Buyer's obligation to
923 complete this Contract is expressly contingent upon the occurrence of, or Buyer's written waiver
924 of, each of the following conditions precedent:

925 i. Closing of the sale of that property owned by Rico Historic Society, located at 208 E.
926 Mantz Ave., Rico, CO; and

927
928 ii. Buyer's receipt of a donation from RHS in the amount of the net sale proceeds resulting
929 from the sale of 208 E. Mantz Ave., Rico, CO; and

930
931 iii. The Board of Trustees' final approval of the purchase in accordance with the Rico Charter
932 and the RLUC.
933

934 **31. OTHER DOCUMENTS.**

935 **31.1. Documents Part of Contract.** The following documents are a part of this Contract:

936 ☐ 31.1.1. **Post-Closing Occupancy Agreement.** If the box is checked, the Post-Closing Occupancy
937 Agreement is a part of this Contract.

938
939
940 **31.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:

941
942

943

SIGNATURES

944

Buyer's Name: Town of Rico

Buyer's Name: _____

Authentisign


02/28/25

Buyer's Signature

Date

Buyer's Signature

Date

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

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

Seller's Name: Presbytery of Western Colorado

Seller's Name: _____



02/27/25

Seller's Signature

Date

Seller's Signature

Date

Address:

Address:

Phone No.:

Phone No.:

Fax No.:

Fax No.:

Email Address:

Email Address:

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 as specified in §29 above.

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

Brokerage Firm's Name:

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

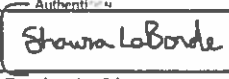
Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, 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 Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name:	Telluride Properties Main St.	
Brokerage Firm's License #:	EC40042621	
Broker's Name:	LaBorde Team- Shawna LaBorde	
Broker's License #:		
		02/27/25
	Broker's Signature LaBorde Team	Date
Address:	232 W. Colorado Ave	
	Telluride CO 81435	
Phone No.:	(970) 708-3774	
Fax No.:		
Email Address:	labordeteam@tellurideproperties.com	

948

FY2026 Congressionally Directed Spending (CDS)

FAQ Document

Senators Michael Bennet and John Hickenlooper are accepting Congressionally Directed Spending (CDS) requests for Colorado projects in Fiscal Year 2026 (FY26).

[Senators Bennet and Hickenlooper remain concerned about the ongoing challenges that Colorado grantees face in accessing obligated grant funding](#). The Senators know that the current disruption threatens local economics and the workforce across Colorado, particularly in rural communities. They know that funds have been allocated, contracts have been signed, and work has begun—yet invoices remain unpaid. Both Senators continue to push the Trump Administration to ensure Colorado organizations have access to the funding promised to them by federal agencies. However, both Senators take Congress’s constitutionally-granted power of the purse seriously. They will continue to advocate for Colorado Priorities throughout the FY26 Appropriations process.

CDS (previously known as earmarks) is part of the broader appropriations process conducted by the U.S. Senate Committee on Appropriations (the Committee). The CDS process is an opportunity for state and local government entities and nonprofits to request funding from members of Congress for specific projects in their home states. CDS funding is contingent upon a project being included in federal spending bills, and passed by both the House of Representatives and Senate. If a project is included in a spending bill that is signed into law, funding will be distributed as part of the federal appropriations process during FY26.

Senators Bennet and Hickenlooper are providing a joint application process for FY26 CDS projects. Applicants will be able to complete *one* application form which will be received by both offices. [Each Senator will then review project requests and submit to the Committee on Appropriations individually.](#)

Guidance Subject to Change: In order to give Colorado applicants time to prepare, our offices have begun our CDS process before receiving finalized guidance from the Committee. This document provides tentative answers to frequently asked questions about the CDS process. We expect that project eligibility may change. This FAQ is based on guidance from FY25 and will be updated when FY26 guidance is provided by the Committee.

Questions: If you have additional questions, please first contact one of our regional offices. You can find office locations and contact information for [Senator Bennet's office](#) and [Senator Hickenlooper's office](#). If you are unable to contact one of our regional offices, you can reach out to directedspending@bennet.senate.gov and cds@hickenlooper.senate.gov.

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ELIGIBILITY

What are the eligibility requirements for CDS projects?

1. Submitting organizations must be either not-for-profit entities or government organizations. Individuals and for-profit entities are not eligible to apply for CDS funding. All entities must provide their EIN number to verify non-profit status.
2. Projects must fit within an account of one of the Appropriation Committee's subcommittees and accounts accepting requests. A list of the subcommittees and eligible accounts can be found at the end of this document. *Note: This list of eligible accounts is from FY25, it will be updated with FY26 guidance once it is released.*
3. For the best chance of success, projects should be:
 - a. Shovel-ready: Projects should be ready to begin as soon as funding has been received. Given the uncertainty surrounding when Congress will be able to pass an FY26 appropriations package, projects should be able to begin at a date beyond the start of FY26 (October 2025).
 - b. Clear and reasonably budgeted: Itemized budgets must be as detailed as possible and follow the requested format in the application.
 - c. Self-sustaining: CDS is designed as one-time funding, and applicants should be able to complete projects without the need for additional federal funds. While we will consider all projects, CDS projects should only depend on receiving money in FY26, and should have an ongoing impact on the community even after the funding has been used.
 - d. Beneficial to the wider community: Each project will be assessed based on its demonstrated level of positive impact for the community, with an emphasis on serving longstanding unmet needs.

What guidelines must Senate Offices follow when submitting CDS requests?

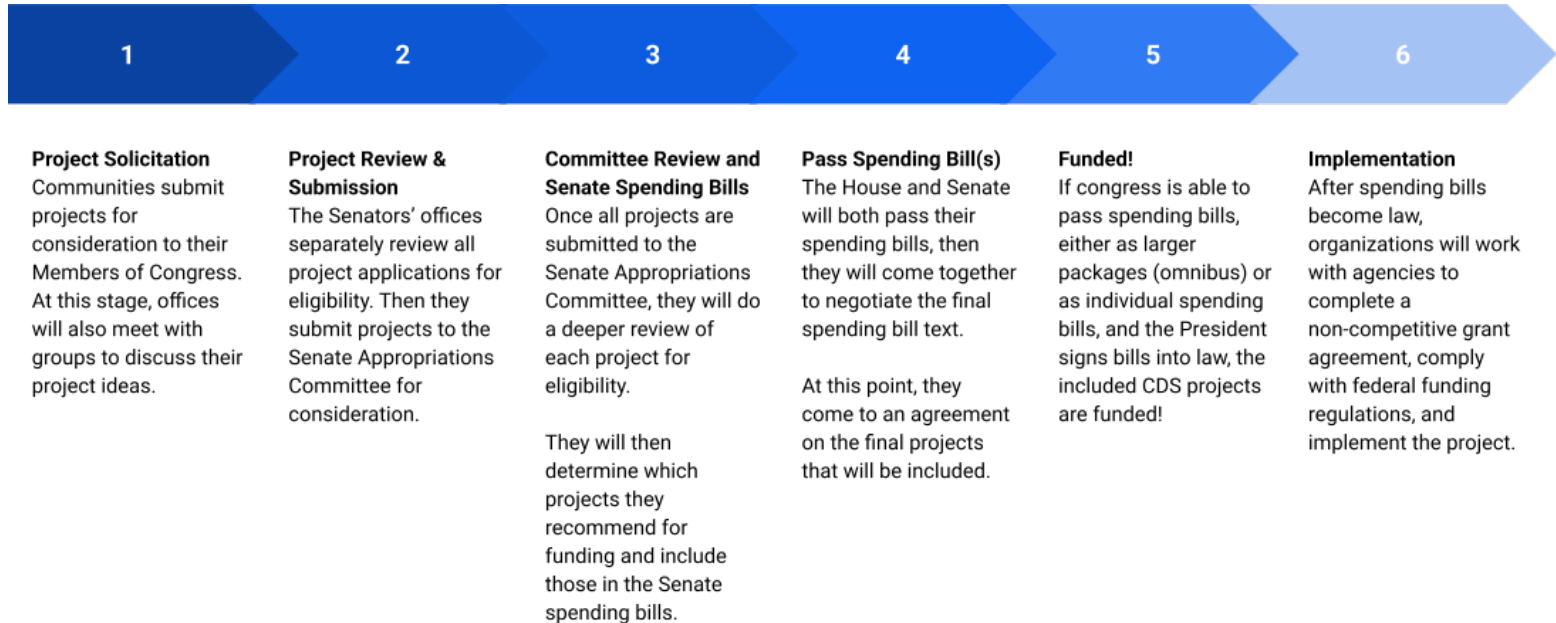
In 2021, the Committee reformed the CDS process to promote greater transparency and accountability. These reforms include:

- Funding for CDS items shall not exceed one percent of discretionary spending.
- For-profit entities are ineligible for CDS items, and Senators must certify that none of the entities for which they have requested CDS is a for-profit entity.
- Senators are required to publish their CDS requests on their website and make public their financial certification letter. The Committee will provide a link to each requesting Senator's financial certification letter and disclosure on the Committee's website.
- The Committee will require the Government Accountability Office to audit a sample of enacted CDS items and report its findings to Congress.

Please note, if your request is submitted by either Senator, your organization, a description of the project, and amount requested will be publicly listed on their website.

APPLICATION QUESTIONS

What are the steps for receiving CDS funding?



If Senators Bennet or Hickenlooper request my project, am I guaranteed funding?

No, our offices requesting a project is only the first step in the process. After our offices submit requests to the Senate Appropriations Committee, the committee will review requests and determine which projects will be included in spending bills. In order to be funded, these bills must pass both the House and Senate, and then be signed into law by the President.

Can I submit projects to more than one member of Congress?

Yes, you can submit the project to members of congress who represent the project location—as long as that member is accepting project requests. If you submit the same project to multiple members of Congress, we ask that the submissions are identical.

Can I have a meeting to discuss questions specific to my proposal?

As time allows, our offices are happy to meet and discuss your project. First-time CDS applicants are especially encouraged to reach out to our offices. Please reach out as soon as possible as we will not be able to extend our submission deadline. You can find office locations and contact information for [Senator Bennet's office](#) and [Senator Hickenlooper's office](#).

What is the CDS official request form?

CDS requests must be submitted through our offices' official request form to be considered for funding. This form will allow each office to collect all necessary information to review and submit projects for consideration by the Senate Appropriations Committee. The request form is available [HERE](#). Our offices will not consider requests received outside the form.

What information will I need to complete the official request form?

- Organization contact information
- A project-specific point of contact
- Detailed description of the purpose and scope of your project
- Itemized budget, broken down by categories (construction, salaries, equipment, etc.)
- Your organization's Employer Identification Number (EIN)
- Details on any other CDS request your organization has made or will make this year
- Any other federal funding your project has secured including federal grants, loans, or CDS from previous years.
- Letter of Support from members of your community

What jargon do I need to know?

During the application process, you are submitting a project to the U.S. Senate Committee on Appropriations (the Committee). The Committee is responsible for allocating how much money each federal agency has to operate.

The Committee is divided into 12 subcommittees, 10 of which accept Member of Congress's CDS requests. Subcommittees then have jurisdictions over funding certain agencies throughout the government.

These agencies, in turn, have "accounts." An "account" is a funding bucket from which federal funds are disbursed and projects implemented. If your project is included in an appropriations bill that is signed into law, your organization will interact with work with the appropriate agency to implement the grant after the President signs a spending bill.

What agencies and accounts are accepting CDS requests?

A list of the subcommittees and accounts that accepted CDS requests in FY25 is available at the end of this document. Both eligibility and accounts may shift from the fiscal year 2025 process.

Which subcommittee, agency and/or account should I select for my project?

You must submit your project to the Subcommittee that has jurisdiction over your project's subject matter. For example, if your project requests funding for an Emergency Operations Center, you would submit your project to the Homeland Security Subcommittee.

Within each subcommittee, you must select an agency account. To be eligible for funding, your project must align with an account that is accepting CDS requests. If your project does not fit within an account, even if it aligns with all of the other criteria above, it is unfortunately ineligible.

Please review the list of Senate Appropriations subcommittees and accounts along with examples of previously approved CDS projects. If you are unfamiliar with federal funding or have any questions about are confused as to which account is the best fit for your project your project may fit within, please reach out to our offices.

Where should I submit construction projects?

In FY25, the only accounts that accepted construction projects were:

- Agriculture Subcommittee: Rural Development, Community Facilities grants
- LHHS Subcommittee: Department of Health and Human Services—Health Resources and Services Administration
- THUD Subcommittee: Community Development Fund for Economic Development Initiatives (EDI)

For example, if an education institution on the Front Range submits a project that includes construction for new learning spaces, the correct subcommittee is “THUD” and the correct account is “Community Development Fund for Economic Development Initiatives (EDI).” This is because the project is for construction (making it ineligible for education related LHHS accounts), is not in a rural community (ineligible for USDA RD), and is not a healthcare facility (ineligible for HRSA).

Where should I submit water infrastructure projects?

Water infrastructure (both drinking water and wastewater) projects should be submitted to the Interior subcommittee, NOT the Energy & Water subcommittee.

Do I need to provide any supporting documentation?

Yes, one letter of support is required. Support letters can be provided from the State of Colorado, local governments, Tribal governments, or other community leaders. Multiple organizations can sign the same letter. You should only submit one letter of support, and it should be submitted at the same time as the official request form.

Several subcommittees require an additional letter of support from a state agency such as Colorado Department of Transportation (CDOT) or the Colorado Division of Homeland Security and Emergency Management (DHSEM). Instructions for these additional letters of support are included in the official request form.

Can I amend my submission after the deadline?

You should not plan on being able to make changes to your submission after the submission deadline. However, if minor mistakes are made, please let us know as soon as possible and we can work with you to try to correct them. Major changes may not be accepted depending on how close we are to the subcommittee’s submission deadline. Once projects are submitted to the Appropriations Committee there will be no further opportunity to change them.

What types of projects were most successful the last time?

The most successful projects demonstrated qualitative or quantitative community benefits, met eligibility criteria for the CDS process, and were “shovel-ready.”

For examples of previous projects selected by the Committee to be funded, please examples from [Senator Bennet’s](#) (FY23 examples) and [Senator Hickenlooper’s](#) (FY24 examples) funded projects.

PREVIOUSLY REQUESTED PROJECTS

What is the status of the FY25 projects that were included in the Senate spending bills?

Congress has not yet passed the FY25 appropriations bills that include FY25 CDS projects. Our offices continue to advocate for the inclusion of Colorado's projects in the final appropriations bills. If Congress does not pass a FY25 funding bill, and instead relies on a continuing resolution (CR), FY25 projects included in bills will not be funded and our office will have to resubmit projects as part of the FY26 appropriations process. Unfortunately, we cannot guarantee funding if you do resubmit your proposal, as there continues to be great uncertainty on guidance, funding availability, and process with new leadership.

Should I resubmit my FY25 project to the FY26 request form?

Yes, if you are still interested in CDS funding, you should resubmit a request form. Due to the uncertainty of the FY25 appropriations process and new Appropriations Committee leadership, all FY25 projects should submit a new application based on the project's current status. Our offices will continue to advocate for the inclusion of Colorado's FY25 CDS projects in any final spending bills.

What if I have questions about my FY25 project?

Please reach out to the members of Senator Bennet's and Senator Hickenlooper's staff that you have worked with during the CDS process so far.

My organization received CDS funding in FY22/FY23/FY24, can we apply again for the same project this year?

Yes, but please note that CDS is meant to be a one-time infusion of funding for each project.

Our project received CDS funding in FY22/FY23/FY24, but we are having difficulties working with agencies to finalize a grant agreement and draw down funds. Is there anything we can do?

Please reach out to the members of Senator Bennet's and Senator Hickenlooper's staff that you have worked with during the CDS process. They will work with you to reach out to the agency.

IMPLEMENTATION QUESTIONS

If my project is included in FY26 appropriations legislation, when should I expect funding?

Project funding will only be disbursed after the President signs the FY26 appropriations legislation into law. Projects included in a spending bill that becomes law will then work with the funding agency to complete a non-competitive grant agreement, which can take several months or more to complete depending on the scope of the projects. Agencies will need to approve the project details and scope before funds are ultimately distributed. Your organization should not expect to receive funding until Q2 2026, at the earliest.

For reference, below are the dates the President signed previous fiscal year funding bills into law:

- FY22 - March 15, 2022
- FY23 - December 29, 2022
- FY24 - March 9, 2024
- FY25 - *Ongoing negotiations.*

What grant requirements will I need to abide by if my project does get funded?

Each agency has slightly different requirements, but all projects must abide by standard federal funding requirements. All CDS projects, once funded by Congress, will need to complete an agency process for final approval and release of funds—congress appropriates the funds, agencies administer them through their typical granting process. In many cases, the process is similar to a typical agency grant application.

CDS projects are subject to all requirements for federal funds, including but not limited to:

- Work Plan and Detailed Budget - Agencies require grantees to submit project information before costs are reimbursed. For previous year examples, see guidance from [EPA](#) or [HUD](#).
- Build America, Buy America Act - Construction projects funded with federal assistance must use only iron, steel, manufactured products, and construction materials produced in the United States.
- Environmental Impact Study - A requirement that you should be prepared to complete an impact study or related review for the project per the requirements of the funding agency. If you have already completed an EIS at the time of your application, please clearly note that for our offices.
- State Historical Preservation Office Review
- Backend Accountability Audits

FINANCIAL QUESTIONS

Can I apply for funds to be reimbursed retroactively?

No, CDS funding cannot be used retroactively. Projects should not be dependent on receiving the funds by a certain date.

Can I request the total cost of my project?

Yes, but please note some accounts require non-federal matching funds (see below). In addition, while there is not a limit on the dollar amount Senators can request per project, most projects that received funding range from \$500,000-3 million. You can apply for a phase of your project (e.g., design and engineering, or one part of a larger construction project).

Are there match requirements for CDS funding?

Many agencies have non-federal match requirements. This chart outlines match requirements from FY25.

Agency	Account	Percentage of Total Cost you can request (%)
USDA	Rural Development	Varies between 10% and 70%, please contact USDA Colorado to confirm your eligibility.
USDA	Animal & Plant Health Inspection Service	Varies between 40% and 50% for certain programs.
Department of Energy	All energy projects	Varies between 0-50% depending on the nature of project
Army Corps of Engineers	Investigations; Construction; Operations and Maintenance	Please contact your local district (either Albuquerque or Omaha) to confirm.
Department of Homeland Security	Pre-Disaster Mitigation Projects; Emergency Operations Center Grant Program	75%
Environmental Protection Agency	State and Tribal Assistance Grants	80%

U.S. Forest Service	Forest Service	50%
National Park Service	Historic Preservation Fund, Save America's Treasures Program	50% (cash or in-kind)
Department of Transportation	Highway Infrastructure Programs & Transit Infrastructure Grants	Varies depending on program

SUBCOMMITTEES & ACCOUNTS ACCEPTING CDS REQUESTS

Below is a list of Subcommittees that accepted Congressionally Directed Spending (CDS) projects in FY25. They are organized by the relevant Senate Appropriations Subcommittee. Under each heading are the accounts that accept CDS which can offer examples of the appropriate types of projects. Note: the below list is based off of FY25 allowances and is subject to change in FY26.

Agriculture

- Agricultural Research Service, Building and Facilities (ARS B&F)
- Animal and Plant Health Inspection Service (APHIS) (S&E)
- Natural Resources Conservation Service, Watershed Flood Prevention Operations (WFPO)
- Rural Development, Community Facilities grants
- Rural Development, Distance Learning, Telemedicine Grants

Commerce, Justice, Science

- Department of Commerce; National Institute of Standards and Technology (NIST); Scientific and Technical Research Services (STRS); External Projects
- Department of Commerce; NIST; Construction of Research Facilities; Extramural Construction
- Department of Commerce; National Oceanic and Atmospheric Administration (NOAA); Operations, Research, and Facilities (ORF); Special Projects
- Department of Justice; Office on Justice Programs; State and Local Law Enforcement Assistance; Byrne Discretionary
- Department of Justice; Community Oriented Policing Services (COPS); COPS Law Enforcement Technology and Equipment
- National Aeronautics and Space Administration; Safety, Security, and Mission Support

Energy & Water

- Corps of Engineers: Investigations
- Corps of Engineers: Construction
- Corps of Engineers: Operations & Maintenance
- Corps of Engineers: Mississippi Rivers & Tributaries: Investigations
- Corps of Engineers: Mississippi Rivers & Tributaries: Construction

- Corps of Engineers: Mississippi Rivers & Tributaries: Operation & Maintenance
- Bureau of Reclamation: Water and Related Resources
- Department of Energy: Energy Projects
 - Renewable and Clean Energy projects
 - Electricity and Energy Resiliency projects
 - Cybersecurity and Energy Security projects
 - Nuclear Energy Projects
 - Fossil Energy or Carbon Management Projects

Financial Services

- Small Business Administration, Administrative Provision
- National Archives and Records Administration, National Historical Publications and Records Commission
- National Archives and Records Administration, Repair and Restoration
- General Services Administration, Federal Buildings Fund, Construction and Acquisition
- Office of National Drug Control Policy - Prevention grants

Homeland Security

- Federal Emergency Management Agency Pre-Disaster Mitigation Projects
- Federal Emergency Management Agency Emergency Operations Center Grant Program

Interior

- EPA, State and Tribal Assistance Grants, Clean Water SRF, Clean Water
- EPA, State and Tribal Assistance Grants, Drinking Water SRF, Drinking Water
- IHS, Sanitation Facilities Construction, Sanitation Facilities Construction
- NPS, Historic Preservation Fund Projects
- USFS, State and Private Forestry, Forest Resource Information and Analysis Projects on Agency Lists
 - WCF: Great American Outdoors Act, Land and Water Conservation Fund
 - BLM, Land Acquisition
 - FWS, Land Acquisition
 - NPS, Land Acquisition
 - USFS, Land Acquisition
 - USFS, Forest Legacy
 - LRF: Great American Outdoors Act, Legacy Restoration Fund
 - BLM, Legacy Restoration Fund
 - FWS, Legacy Restoration Fund
 - NPS, Legacy Restoration Fund
 - BIE, Legacy Restoration Fund
 - USFS, Legacy Restoration Fund
 - LMCON: Land Management Agencies, Construction
 - BLM, Construction

- FWS, Construction Projects, Line Item Construction
- NPS, Construction, Line Item Construction and Maintenance
- USFS, Capital Improvement and Maintenance, Facilities, Road and Trails
- Land Management Agencies, Local Projects and Research
 - BLM, Management of Land and Resources, Habitat Management Priorities
 - NPS, National Recreation and Preservation, Statutory and Contractual Aid
 - FWS, Resource Management, Stewardship Priorities
 - USGS, Surveys Investigations and Research, Special Initiatives
- BIA, Operation of Indian Programs, Special Initiatives
- EPA, Science and Technology, Research: National Priorities
- EPA, State and Tribal Assistance Grants, STAG Infrastructure Grants

Labor, HHS, Education

- Department of Labor—Employment and Training Administration—Training and Employment Services
- Department of Health and Human Services—Health Resources and Services Administration—Program Management
- Department of Health and Human Services—Substance Abuse and Mental Health Services Administration—Health Surveillance and Program Support
- Department of Health and Human Services—Administration for Children and Families—Children and Families Services Programs
- Department of Health and Human Services—Administration for Community Living—Aging and Disability Services Programs
- Department of Education—Innovation and Improvement—Fund for the Improvement of Education
- Department of Education—Rehabilitation Services—Demonstration and Training
- Department of Education—Higher Education—Fund for the Improvement of Postsecondary Education

MilCon-VA

- Military Construction, Army
- Military Construction, Navy and Marine Corps
- Military Construction, Air Force
- Military Construction, Defense-Wide
- Military Construction, Army National Guard
- Military Construction, Air National Guard
- Military Construction, Army Reserve
- Military Construction, Navy Reserve
- Military Construction, Air Force Reserve

Transportation-HUD

- Transportation Planning, Research, and Development (TPR&D) for transportation research projects eligible under title 23 or title 49, United States Code (not for project-specific planning that is eligible for funding under HIP, TIG, or CRISI);
- Grants-in-Aid for Airports (Airport Improvement Program or AIP) for airport projects eligible under chapter 471 of title 49, United States Code;
- Facilities and Equipment (F&E) for terminal air traffic control facility replacement projects eligible under part A of subtitle VII of title 49, United States Code [8]
- Highway Infrastructure Programs (HIP) for highway projects eligible under title 23, United States Code
- Transit Infrastructure Grants (TIG) for transit projects eligible under chapter 53 of title 49, United States Code
- Consolidated Rail Infrastructure and Safety Improvement Program (CRISI) grants for rail projects eligible under section 22907 of title 49, United States Code
- Community Development Fund for Economic Development Initiatives (EDI) eligible under chapter 69 of title 42, United States Code