

4 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real  
5 Estate Commission. (CBS4-6-21) (Mandatory 1-22)

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

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

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

16 Date: 7/4/2022

18 **AGREEMENT**

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

24 **2. PARTIES AND PROPERTY.**

25 **2.1. Buyer.** Sample Land Irwin (Buyer) will take title to the Property described below as

26  **Joint Tenants**  **Tenants In Common**  **Other** n/a.

27 **2.2. No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in  
28 **Additional Provisions.**

29 **2.3. Seller.** (Seller) is the current owner of the Property described below.

30 **2.4. Property.** The Property is the following legally described real estate in the County of  
31 Teller, Colorado (insert legal description):

32 **L12 EAGLECREST 1**

33 known as: **488 Irwin Drive, Florissant, CO 80816**

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

37 **2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

38 **2.5.1. Inclusions.** The following items, whether fixtures or personal property, are included in the  
39 Purchase Price unless excluded under **Exclusions**:

40 **Dry Cabin, Well House.**

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

43 **2.5.2. Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must  
44 be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate  
45 taxes for the year of Closing), liens and encumbrances, except:

46 **N/A**

47 **2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of  
48 sale or other applicable legal instrument.

49 **2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be  
50 transferred to Buyer at Closing (Leased Items):

51 **N/A**

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2.6. Exclusions. The following items are excluded (Exclusions):  
Camper, Seller's Personal Property.

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:  
none known

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., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:  
N/A

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 225572.

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

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:  
N/A

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. 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), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

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

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:  
N/A

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	<b>9:00 PM MTN</b>
2	§ 4	Alternative Earnest Money Deadline	<i>n/a</i>
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	<b>8/10/2022</b> Wednesday
4	§ 8	Record Title Objection Deadline	<b>8/2/2022</b> Tuesday
5	§ 8	Off-Record Title Deadline	<b>8/10/2022</b> Wednesday
6	§ 8	Off-Record Title Objection Deadline	<b>8/2/2022</b> Tuesday
7	§ 8	Title Resolution Deadline	<i>n/a</i>
8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>n/a</i>
		<b>Owners' Association</b>	

Initials \_\_\_\_\_

116	9	§ 7	Association Documents Deadline	n/a
117				
118	10	§ 7	Association Documents Termination Deadline	n/a
119				
120			<b>Seller's Disclosures</b>	
121	11	§ 10	Seller's Property Disclosure Deadline	8/2/2022 Tuesday
122				
123	12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
124				
125			<b>Loan and Credit</b>	
126	13	§ 5	New Loan Application Deadline	8/2/2022 Tuesday
127				
128	14	§ 5	New Loan Terms Deadline	8/2/2022 Tuesday
129				
130	15	§ 5	New Loan Availability Deadline	8/2/2022 Tuesday
131				
132	16	§ 5	Buyer's Credit Information Deadline	n/a
133	17	§ 5	Disapproval of Buyer's Credit Information Deadline	n/a
134				
135	18	§ 5	Existing Loan Deadline	n/a
136	19	§ 5	Existing Loan Termination Deadline	n/a
137	20	§ 5	Loan Transfer Approval Deadline	n/a
138	21	§ 4	Seller or Private Financing Deadline	n/a
139				
140			<b>Appraisal</b>	
141	22	§ 6	Appraisal Deadline	8/2/2022 Tuesday
142	23	§ 6	Appraisal Objection Deadline	8/2/2022 Tuesday
143				
144	24	§ 6	Appraisal Resolution Deadline	n/a
145				
146			<b>Survey</b>	
147	25	§ 9	New ILC or New Survey Deadline	8/2/2022 Tuesday
148	26	§ 9	New ILC or New Survey Objection Deadline	8/2/2022 Tuesday
149				
150	27	§ 9	New ILC or New Survey Resolution Deadline	n/a
151				
152			<b>Inspection and Due diligence</b>	
153	28	§ 2	Water Rights Examination Deadline	8/2/2022 Tuesday
154	29	§ 8	Mineral Rights Examination Deadline	8/2/2022 Tuesday
155	30	§ 10	Inspection Termination Deadline	8/2/2022 Tuesday
156				
157	31	§ 10	Inspection Objection Deadline	8/2/2022 Tuesday
158	32	§ 10	Inspection Resolution Deadline	n/a
159				
160	33	§ 10	Property Insurance Termination Deadline	8/2/2022 Tuesday
161	34	§ 10	Due Diligence Documents Delivery Deadline	8/2/2022 Tuesday
162				
163	35	§ 10	Due Diligence Documents Objection Deadline	8/2/2022 Tuesday
164	36	§ 10	Due Diligence Documents Resolution Deadline	n/a
165				
166	37	§ 10	Environmental Inspection Termination Deadline	n/a
167	38	§ 10	ADA Evaluation Termination Deadline	n/a
168				
169	39	§ 10	Conditional Sale Deadline	n/a
170				
171	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
172				
173	41	§ 11	Estoppel Statements Deadline	n/a
174				

Initials \_\_\_\_\_

175	42	§ 11	Estoppel Statements Termination Deadline	n/a
176			<b>Closing and Possession</b>	
177				
178	43	§ 12	Closing Date	n/a
179	44	§ 17	Possession Date	n/a
180	45	§ 17	Possession Time	n/a
181	46	§ 27	Acceptance Deadline Date	n/a
182	47	§ 27	Acceptance Deadline Time	n/a
183	48	n/a	n/a	n/a
184	49	n/a	n/a	n/a

188 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or  
 189 completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision  
 190 containing the deadline is deleted. Any box checked in this Contract means the corresponding provision  
 191 applies. If no box is checked in a provision that contains a selection of "None", such provision means that  
 192 "None" applies.  
 193

194 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have  
 195 signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.  
 196

197 **3.3. Day; Computation of Period of Days; Deadlines.**

198 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m.,  
 199 United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of**  
 200 **Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines,  
 201 Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day  
 202 specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank  
 203 or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.  
 204

205 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after  
 206 MEC), when the ending date is not specified, the first day is excluded and the last day is included.

207 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday  
 208 (Holiday), such deadline  **Will**  **Will Not** be extended to the next day that is not a Saturday, Sunday or  
 209 Holiday. Should neither box be checked, the deadline will not be extended.  
 210

211 **4. PURCHASE PRICE AND TERMS.**

212 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as  
 213 follows:  
 214

215	Item No.	Reference	Item	Amount	Amount
216	1	§ 4.1.	Purchase Price	\$	
217	2	§ 4.3.	Earnest Money		\$
218	3	§ 4.5.	New Loan		\$
219	4	§ 4.6.	Assumption Balance		\$
220	5	§ 4.7.	Private Financing		\$
221	6	§ 4.7.	Seller Financing		\$
222	7	n/a	n/a		\$
223	8	n/a	n/a		\$
224	9	§ 4.4.	Cash at Closing		\$
225	10		<b>Total</b>	\$ <b>0.00</b>	\$ <b>0.00</b>

226 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$**N/A** (Seller Concession). The Seller  
 227 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed  
 228  
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232 Initials \_\_\_\_\_

233 by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of  
234 allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs,  
235 loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or  
236 expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere  
237 in this Contract.  
238

239 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a **Good Funds**, will  
240 be payable to and held by **Fidelity National Title** (Earnest Money Holder), in its trust account, on behalf of  
241 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the  
242 parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize  
243 delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at  
244 or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money  
245 deposits transferred to a fund established for the purpose of providing affordable housing to Colorado  
246 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money  
247 deposited with the Earnest Money Holder in this transaction will be transferred to such fund.  
248

249 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if  
250 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

251 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,  
252 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as  
253 set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not  
254 already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer  
255 or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three  
256 days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in §  
257 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an  
258 Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller,  
259 written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.  
260

261 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute  
262 and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and  
263 liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the  
264 Earnest Money due to a Buyer default.  
265

266 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute  
267 and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and  
268 liable to Seller as set forth in "If Buyer is in Default", § 20.1. and § 21, unless Buyer is entitled to the Earnest  
269 Money due to a Seller Default.  
270

271 **4.4. Form of Funds; Time of Payment; Available Funds.**

272 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds,  
273 Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including  
274 electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

275 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be  
276 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by  
277 Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

278 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract,  **Does**  
279  **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount  
280 stated as Cash at Closing in § 4.1.  
281

282 **4.5. New Loan.**

283 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller  
284 Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan  
285 origination fees as required by lender.

286 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and  
287 acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan  
288 Limitations) or § 29 (Additional Provisions).

289 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of  
290 loans:  **Conventional**  **Other** N/A.

- 291 4.6. **Assumption.** (Omitted as inapplicable)  
292  
293 4.7. **Seller or Private Financing.** (Omitted as inapplicable)  
294

295 **TRANSACTION PROVISIONS**  
296  
297

- 298 5. **FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)  
299  
300 5.3. **Credit Information.** (Omitted as inapplicable)  
301  
302 5.4. **Existing Loan Review.** (Omitted as inapplicable)

303 6. **APPRAISAL PROVISIONS.**

304 6.1. **Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified  
305 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised  
306 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs  
307 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.  
308

309 6.2. **Appraised Value.** The applicable appraisal provision set forth below applies to the respective  
310 loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

311 6.2.1. **Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is  
312 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**  
313 Buyer may, on or before **Appraisal Objection Deadline**:

314 6.2.1.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract  
315 is terminated; or

316 6.2.1.2. **Appraisal Objection.** Deliver to Seller a written objection accompanied by either a  
317 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the  
318 Purchase Price (Lender Verification).  
319

320 6.2.1.3. **Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before  
321 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on  
322 or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**  
323 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such  
324 termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).  
325

326 6.3. **Lender Property Requirements.** If the lender imposes any written requirements, replacements,  
327 removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to  
328 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract,  
329 this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property  
330 Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy  
331 the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the  
332 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

333 6.4. **Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be  
334 timely paid by  Buyer  Seller. The cost of the Appraisal may include any and all fees paid to the  
335 appraiser, appraisal management company, lender's agent or all three.  
336

337  
338 7. **OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more  
339 Common Interest Communities and subject to one or more declarations (Association).

340 7.1. **Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A**  
341 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.**  
342 **THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'**  
343 **ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND**  
344 **REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND**  
345 **REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,**  
346 **INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES**  
347 **NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY**  
348 **AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND**  
349

350 REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE  
351 PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF  
352 THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY  
353 WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL  
354 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ  
355 THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF  
356 THE ASSOCIATION.

357 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association  
358 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller  
359 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's  
360 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association  
361 Documents, regardless of who provides such documents.  
362

363 **7.3. Association Documents.** Association documents (Association Documents) consist of the  
364 following:

365 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization,  
366 operating agreements, rules and regulations, party wall agreements and the Association's responsible  
367 governance policies adopted under § 38-33.3-209.5, C.R.S.;

368 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or  
369 managers' meetings; such minutes include those provided under the most current annual disclosure required  
370 under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the  
371 minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent  
372 minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and  
373

374 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual  
375 Disclosure, including, but not limited to, property, general liability, association director and officer professional  
376 liability and fidelity policies. The list must include the company names, policy limits, policy deductibles,  
377 additional named insureds and expiration dates of the policies listed (Association Insurance Documents);  
378

379 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special  
380 assessments as disclosed in the Association's last Annual Disclosure;

381 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's  
382 operating budget for the current fiscal year, (2) the Association's most recent annual financial statements,  
383 including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual  
384 Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the  
385 fees and charges (regardless of name or title of such fees or charges) that the Association's community  
386 association manager or Association will charge in connection with the Closing including, but not limited to,  
387 any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or  
388 update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record  
389 Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves  
390 or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial  
391 Documents);  
392

393 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under §  
394 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or  
395 disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's  
396 obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts;  
397 Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or  
398 limited common elements of the Association property.  
399

400 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents.  
401 Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination**  
402 **Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole  
403 subjective discretion. Should Buyer receive the Association Documents after **Association Documents**  
404 **Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate  
405 received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does  
406 not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be  
407

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** N/A.

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

466 Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this  
467 § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to  
468 Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all  
469 documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to  
470 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition  
471 of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

472  
473 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true  
474 copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all  
475 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or  
476 other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters).  
477 This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has  
478 the right to inspect the Property to investigate if any third party has any right in the Property not shown by  
479 public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to  
480 Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed  
481 by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole  
482 subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an  
483 Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of  
484 Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives  
485 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title  
486 objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If  
487 Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline  
488 specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not  
489 shown by public records of which Buyer has actual knowledge.

490  
491 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL**  
492 **OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**  
493 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS**  
494 **MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING**  
495 **OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A**  
496 **DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES.**  
497 **BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS**  
498 **LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF**  
499 **TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD**  
500 **OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY**  
501 **ASSESSOR.**

502  
503 **8.5. Tax Certificate.** A tax certificate paid for by  **Seller**  **Buyer**, for the Property listing any  
504 special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before  
505 **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is  
506 unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title**  
507 **Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's  
508 option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or  
509 before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if  
510 Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's  
511 Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice  
512 to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the  
513 Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate  
514 under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the  
515 Tax Certificate, the Tax Certificate will be paid for by Seller.

516  
517 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property  
518 (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a  
519 third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly  
520 submit this Contract according to the terms and conditions of such right. If the third-party holder of such right  
521 exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or  
522 expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly  
523  
524

525 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this  
526 Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will  
527 then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the  
528 Property on or before the Record Title Deadline.

529 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole  
530 subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), §  
531 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's  
532 rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has  
533 the following options:  
534

535 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title  
536 matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not  
537 agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on  
538 the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's  
539 Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to  
540 Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
541 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3.  
542 (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or  
543 fifteen days after Buyer's receipt of the applicable documents; or  
544

545 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under §  
546 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole  
547 subjective discretion.

548 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and  
549 should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the  
550 title, ownership and use of the Property, including, without limitation, boundary lines and encroachments,  
551 set-back requirements, area, zoning, building code violations, unrecorded easements and claims of  
552 easements, leases and other unrecorded agreements, water on or under the Property and various laws and  
553 governmental regulations concerning land use, development and environmental matters.  
554

555 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
556 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND**  
557 **TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE**  
558 **MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL,**  
559 **GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE**  
560 **PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF**  
561 **THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

562 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**  
563 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**  
564 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE**  
565 **COUNTY CLERK AND RECORDER.**  
566

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

572 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
573 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,**  
574 **INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE**  
575 **COLORADO OIL AND GAS CONSERVATION COMMISSION.**  
576

577 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be  
578 excepted, excluded from, or not covered by the owner's title insurance policy.

579 **8.9. Mineral Rights Review.** Buyer  Does  Does Not have a Right to Terminate if examination of  
580 the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.  
581  
582

583 **9. NEW ILC, NEW SURVEY.**

584 **9.1. New ILC or New Survey.** If the box is checked, (1)  **New Improvement Location Certificate**  
585 **(New ILC);** or, (2)  **New Survey** in the form of N/A; is required and the following will apply:

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

589 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on  
590 or before Closing, by:  **Seller**  **Buyer** or:  
591 N/A

592 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or  
593 the provider of the opinion of title if an Abstract of Title) and N/A will receive a New ILC or New Survey on or  
594 before **New ILC or New Survey Deadline**.

595 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by  
596 the surveyor to all those who are to receive the New ILC or New Survey.

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

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

605 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is  
606 terminated; or

607 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter  
608 that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer  
609 requires Seller to correct.

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

621 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

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

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

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

636 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right  
637

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

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

654 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to  
655 Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

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

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

674 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance**  
675 **Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and  
676 premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

677 **10.6. Due Diligence.**

678 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents  
679 and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or  
680 before **Due Diligence Documents Delivery Deadline**:

681 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other  
682 occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining  
683 to the Property that survive Closing are as follows (Leases):

684 N/A

685 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased  
686 Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information  
687 pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.  
688 Buyer  Will  Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4.,  
689 Leased Items).

690 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are  
691 encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the  
692 evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due**  
693 **Due**

700 **Diligence Documents Delivery Deadline.** Buyer  **Will**  **Will Not** assume the debt on the Encumbered  
701 Inclusions (§ 2.5.2., Encumbered Inclusions).

702 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally  
703 deliver copies of the following:

704  **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the  
705 Property;

706  **10.6.1.4.2.** Property tax bills for the last years;

707  **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements,  
708 including architectural, electrical, mechanical and structural systems; engineering reports; and permanent  
709 Certificates of Occupancy, to the extent now available;

710  **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

711  **10.6.1.4.5.** Operating statements for the past years;

712  **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

713  **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete  
714 but has not yet completed and capital improvement work either scheduled or in process on the date of this  
715 Contract;

716  **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims  
717 which have been made for the past years;

718  **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the  
719 Property (if not delivered earlier under § 8.3.);

720  **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II  
721 environmental reports, letters, test results, advisories and similar documents respective to the existence or  
722 nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or  
723 underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller,  
724 Seller warrants that no such reports are in Seller's possession or known to Seller;

725  **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning  
726 the compliance of the Property with said Act;

727  **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any  
728 governmental authority with jurisdiction over the Property and written notice of any violation of any such  
729 permits, licenses or use authorizations, if any; and

730  **10.6.1.4.13.** Other:

731 n/a

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

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

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

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

746 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence**  
747 **Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by  
748 any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

749 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental  
750 inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable.  
751

758  Seller  Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental**  
759 **Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for  
760 Environmental Site Assessments) and/or N/A, at the expense of  Seller  Buyer (Environmental  
761 Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property  
762 complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations  
763 must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any  
764 Seller's tenants' business uses of the Property, if any.  
765

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

771 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this §  
772 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection**  
773 **Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on  
774 any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.  
775

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

778 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of  
779 that certain property owned by Buyer and commonly known as N/A. Buyer has the Right to Terminate under  
780 § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline**  
781 if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller  
782 does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any  
783 Right to Terminate under this provision.  
784

785 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  
786  **Does**  **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water  
787 Addendum disclosing the source of potable water for the Property.  There is **No Well**. Buyer  **Does**  
788  **Does Not** acknowledge receipt of a copy of the current well permit.

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

793 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of  
794 the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions  
795 or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend,  
796 alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the  
797 Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or  
798 delayed.  
799

800 **10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]**

801 **10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if**  
802 **applicable]**

803 **10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if**  
804 **applicable]**  
805

## 806 **11. TENANT ESTOPPEL STATEMENTS.**

807 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel  
808 Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on  
809 or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to  
810 Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease  
811 stating:  
812

813 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;  
814

815 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent  
816

816 modifications or amendments;

817  
818 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to  
819 Seller;

820 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

821 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

822 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and  
823 complete copy of the Lease demising the premises it describes.

824 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property  
825 a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement  
826 setting forth the information and documents required §11.1. above and deliver the same to Buyer on or  
827 before **Estoppel Statements Deadline**.

828 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or  
829 before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in  
830 Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel**  
831 **Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.  
832  
833

## 834 CLOSING PROVISIONS

### 835 836 837 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

838 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the  
839 Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to  
840 Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer  
841 acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required  
842 loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
843 additional information and documents required by Closing Company that will be necessary to complete this  
844 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or  
845 before Closing.  
846  
847

848 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  **Are**  
849  **Are Not** executed with this Contract.

850 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the  
851 date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to  
852 deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by n/a.  
853

854 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent  
855 of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title  
856 companies).

857 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue  
858 after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to  
859 Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to  
860 § 2.5.4. (Leased Items).  
861

862 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract,  
863 including the tender of any payment due at Closing, Seller must execute and deliver the following good and  
864 sufficient deed to Buyer, at Closing:  special warranty deed  general warranty deed  
865  bargain and sale deed  quit claim deed  personal representative's deed  N/A deed. Seller, provided  
866 another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer,  
867 at Closing.  
868

869 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special  
870 warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined  
871 in §38-30-113(5)(a), C.R.S.  
872

873 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts  
874

owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

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

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

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

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

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

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

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

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

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

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

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

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

Water Stock/Certificates  Water District  
 Augmentation Membership  Small Domestic Water Company  N/A

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

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

**15.9. FIRPTA and Colorado Withholding.**

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

**15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any

933 reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing  
934 Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to  
935 determine if withholding applies or if an exemption exists.  
936

937 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

938 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

940 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and  
941 general real estate taxes for the year of Closing, based on

- 942  **Taxes for the Calendar Year Immediately Preceding Closing**  
943  **Most Recent Mill Levy and Most Recent Assessed Valuation**,  **Other**  
944 N/A

946 **16.1.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued**. At Closing, Seller will  
947 transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after  
948 lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

949 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and  
950 N/A

951 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations  
952 are final.

954 **16.2. Association Assessments.** Current regular Association assessments and dues (Association  
955 Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular  
956 Association Assessments for deferred maintenance by the Association will not be credited to Seller except as  
957 may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated  
958 to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment  
959 assessed prior to **Closing Date** by the Association will be the obligation of  **Buyer**  **Seller**. Except  
960 however, any special assessment by the Association for improvements that have been installed as of the  
961 date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller  
962 unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special  
963 assessments against the Property except the current regular assessments and

964 n/a  
965 Association Assessments are subject to change as provided in the Governing Documents.  
966

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

970 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction  
971 and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ n/a  
972 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until  
973 possession is delivered.  
974

975  
976 **General Provisions**  
977

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

982 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other  
983 perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the  
984 total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be  
985 paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to  
986 repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before  
987 **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum.  
988 Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at  
989 Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from  
990

Initials \_\_\_\_\_

991 damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance  
992 policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance  
993 proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired  
994 prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing,  
995 if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written  
996 agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's  
997 sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total  
998 Purchase Price, plus the amount of any deductible that applies to the insurance claim.  
999

1000 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and  
1001 communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or  
1002 plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is  
1003 earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar  
1004 size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of  
1005 such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds  
1006 received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not  
1007 repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to  
1008 Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at  
1009 Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase  
1010 Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
1011 Closing.  
1012

1013 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending  
1014 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly  
1015 notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or  
1016 before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should  
1017 Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions,  
1018 Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in  
1019 the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or  
1020 exceed the Purchase Price.  
1021

1022 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to  
1023 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions  
1024 complies with this Contract.  
1025

1026 **18.5. Home Warranty. [Intentionally Deleted]**

1027 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other  
1028 casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is  
1029 entitled to such insurance proceeds or benefits for the growing crops.  
1030

1031 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller  
1032 acknowledge that their respective broker has advised that this Contract has important legal consequences  
1033 and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel  
1034 before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with  
1035 their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and  
1036 (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be  
1037 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits,  
1038 including deadlines, that must be complied with.  
1039

1040  
1041 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines  
1042 in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due,  
1043 including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed  
1044 timely as provided in this Contract or waived, the non-defaulting party has the following remedies:  
1045

1046 **20.1. If Buyer is in Default:**

1047  **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money  
1048 (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest  
1049

1050 Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such  
1051 additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full  
1052 force and effect and Seller has the right to specific performance or damages, or both.

1053 **20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is**  
1054 **checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to  
1055 Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED  
1056 DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided  
1057 in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations  
1058 of this Contract. Seller expressly waives the remedies of specific performance and additional damages.  
1059

1060 **20.2. If Seller is in Default:**

1061 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as  
1062 canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may  
1063 recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for  
1064 failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this  
1065 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or  
1066 both.  
1067

1068 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under  
1069 this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller,  
1070 failure to perform any replacements or repairs required under this Contract or failure to timely disclose any  
1071 known adverse material facts, Seller remains liable for any such failures to perform under this Contract after  
1072 Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and  
1073 survive Closing.  
1074

1075 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event  
1076 of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court  
1077 must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and  
1078 expenses.  
1079

1080 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not  
1081 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the  
1082 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators  
1083 cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must  
1084 agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share  
1085 equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the  
1086 entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by  
1087 one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing  
1088 in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property,  
1089 before or after the date of written notice requesting mediation. This Section will not alter any date in this  
1090 Contract, unless otherwise agreed.  
1091

1092 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must  
1093 release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller.  
1094 In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to  
1095 release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1)  
1096 wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a  
1097 court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable  
1098 attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless  
1099 Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller)  
1100 containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money  
1101 Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In  
1102 the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the  
1103 time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the  
1104 Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or  
1105  
1106  
1107

1108 termination of this Contract.  
1109

1110 **24. TERMINATION.**

1111 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to  
1112 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to  
1113 Terminate), provided such written notice was received on or before the applicable deadline specified in this  
1114 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the  
1115 Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right  
1116 to Terminate under such provision.  
1117

1118 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received  
1119 hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4.  
1120 and 21.  
1121

1122 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and  
1123 specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any  
1124 prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this  
1125 Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or  
1126 enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by  
1127 its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor  
1128 to a party receives the predecessor's benefits and obligations of this Contract.  
1129  
1130

1131 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

1132 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing,  
1133 except as provided in § 26.2. and is effective when physically received by such party, any individual named in  
1134 this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working  
1135 with such party (except any notice or delivery after Closing must be received by the party, not Broker or  
1136 Brokerage Firm).  
1137

1138 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in  
1139 electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for  
1140 such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after  
1141 Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the  
1142 electronic address of the recipient by facsimile, email or *n/a*.  
1143

1144 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email  
1145 at the email address of the recipient, (2) a link or access to a website or server provided the recipient  
1146 receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax  
1147 No.) of the recipient.  
1148

1149 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed  
1150 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign  
1151 a contract in Colorado for real property located in Colorado.  
1152

1153 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing,  
1154 by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such  
1155 acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If  
1156 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be  
1157 executed by each party, separately and when each party has executed a copy thereof, such copies taken  
1158 together are deemed to be a full and complete contract between the parties.  
1159

1160 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith  
1161 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**  
1162 **Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;**  
1163 **and Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water.**  
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**ADDITIONAL PROVISIONS AND ATTACHMENTS**

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

n/a

**30. OTHER DOCUMENTS.**

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

N/A

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

N/A

**Signatures**

\_\_\_\_\_ Date: \_\_\_\_\_

Buyer: *Sample Land Irwin*

Address:

Phone: Fax:

Email Address:

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

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Address:

Phone: Fax:

Email Address:

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

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**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

Initials \_\_\_\_\_

1225 Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not  
1226 already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest  
1227 Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of  
1228 Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written  
1229 mutual instructions, provided the Earnest Money check has cleared.  
1230

1231 Broker is working with Buyer as a  **Buyer's Agent**  **Transaction-Broker** in this transaction.  
1232

1233  **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship  
1234 with Seller.  
1235

1236 Brokerage Firm's compensation or commission is to be paid by  **Listing Brokerage Firm**  **Buyer**  
1237  **Other** .  
1238

1239  
1240 This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does  
1241 NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be  
1242 entered into separately and apart from this provision.  
1243

1244 Brokerage Firm's Name: **United Country Timberline Realty**  
1245

1246 Brokerage Firm's License #: **000061270**  
1247

1248  
1249 *Tod Tobiasson*

Date: **7/4/2022**

1252 Broker's Name: **Tod Tobiasson**  
1253

1254 Broker's License #: **100050361**  
1255

1256 Address: **11511 US Hwy 24 Divide, CO 80814**  
1257

1258 Ph: **719-687-3678** Fax: Email Address: **tod@tobiassonrealty.com**  
1259

1260  
1261  
1262 **B. Broker Working with Seller**  
1263

1264 Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if  
1265 Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not  
1266 already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest  
1267 Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of  
1268 Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written  
1269 mutual instructions, provided the Earnest Money check has cleared.  
1270  
1271

1272 Broker is working with Seller as a  **Seller's Agent**  **Transaction-Broker** in this transaction.  
1273

1274  **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship  
1275 with Buyer.  
1276

1277 Brokerage Firm's compensation or commission is to be paid by  **Seller**  **Buyer**  **Other** .  
1278

1279  
1280 This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does  
1281 NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be  
1282

1283 entered into separately and apart from this provision.

1284

1285 Brokerage Firm's Name:

1286

1287 Brokerage Firm's License #:

1288

1289

1290

1291

1292 Broker's Signature \_\_\_\_\_ Date: \_\_\_\_\_

1293

1294

1295 Address: ,

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1301

**CBS4-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)**

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**SAMPLE**

Initials \_\_\_\_\_