



COLORADO CITY METROPOLITAN DISTRICT

PUBLIC NOTICE

BOARD OF DIRECTORS STUDY SESSION

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, October 26, 2021, beginning at 6:00 p.m.

1. Property Offers
2. Resolution 12-2021 Camping and abandon Vehicles
3. Dump Truck
4. Letter of Authorization for District
5. Micro Grant for Cyber Security
6. CCAAC Review

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday October 26, 2021 beginning at 6:15 p.m.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. MOMENT OF SILENT REFLECTION.
4. QUORUM CHECK
5. PUBLIC HEARING for the purpose of changes to rules and regulations
6. APPROVAL OF AGENDA.
7. APPROVAL OF MINUTES.

Study Session	October 12, 2021
Regular Meeting	October 12, 2021
Special Meeting	October 21, 2021
8. BILLS PAYABLE.
9. FINANCIAL REPORT.
10. OPERATIONAL REPORT.
11. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.
12. CITIZENS INPUT.
13. ATTORNEYS REPORT.
14. AGENDA ITEMS:

Resolution 12-2021 Camping and Abandon vehicles	Discussion / Action
Dump Truck	Discussion / Action
Letter of Authorization	Discussion/ Action
15. OLD BUSINESS. Covenants Lawyer/Security cameras /Firewall switches
16. NEW BUSINESS:

17. EXECUTIVE SESSION

18. CCACC

A. 4300 Mustang Way

B. Actions

spread sheet and application being updated by Mr. Davenport

19. CORRESPONDENCE.

20. ADJOURNMENT.

The meeting will be held at the Administration Building located at 4497 Bent Brothers Blvd., Colorado City, CO. 81019. Alternate location if so needed will be at the Recreation Center located at 5000 Cuerno Verde, Colorado City, CO. 81019.

Colorado City Metropolitan District

4497 Bent brothers Blvd

PO Box 20229

Colorado City, Colorado 81019

Posted October 22, 2021

James Eccher is inviting you to a scheduled Zoom meeting.

Topic: Colorado City Metropolitan District Study/Meeting October 26, 2021

Time: Oct 26, 2021 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86937239978?pwd=YmxrUnE2KzN5TFB6L3JKM1I1YmNtdz09>

Meeting ID: 869 3723 9978

Passcode: 691388

One tap mobile

+13462487799,,86937239978#,,,,*691388# US (Houston)

+16699009128,,86937239978#,,,,*691388# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 869 3723 9978

Passcode: 691388

Find your local number: <https://us02web.zoom.us/j/ket2KX9GNB>

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

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

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

☒ Property with No Residences)
☐ Property with Residences-Residential Addendum Attached)

Date: 10/19/2021

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. **Buyer.** Buyer, ARIZONA STAR EQUITIES LLC
will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☐ Other _____

2.2. **No Assignability.** This Contract Is Not assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. **Seller.** Seller, COLORADO CITY METRO DISTRICT is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of PUEBLO, Colorado:

UNIT 7, LOT 443, UNIT 7, LOT 674
UNIT 7, LOT 460, UNIT 7, LOT 727
UNIT 7, LOT 676, UNIT 7, LOT 743

known as No. _____
Street Address COLORADO CITY, CO 81019
City State Zip

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

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

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

N/A

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

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

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

N/A

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

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

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

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:

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

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

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:

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

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

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	
		Title	
2	§ 8.1	Record Title Deadline	10/24/21
3	§ 8.2	Record Title Objection Deadline	10/25/21
4	§ 8.3	Off-Record Title Deadline	N/A
5	§ 8.3	Off-Record Title Objection Deadline	N/A
6	§ 8.4	Title Resolution Deadline	N/A
7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	
8	§ 7.3	Association Documents Deadline	N/A
9	§ 7.4	Association Documents Objection Deadline	N/A
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	N/A
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	N/A
12	§ 5.2	Loan Objection Deadline	N/A
13	§ 5.3	Buyer's Credit Information Deadline	N/A
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
15	§ 5.4	Existing Loan Documents Deadline	N/A
16	§ 5.4	Existing Loan Documents Objection Deadline	N/A

17	§ 5.4	Loan Transfer Approval Deadline	
18	§ 4.7	Seller or Private Financing Deadline	N/A
Appraisal			
19	§ 6.2	Appraisal Deadline	
20	§ 6.2	Appraisal Objection Deadline	
21	§ 6.2	Appraisal Resolution Deadline	N/A
Survey			
22	§ 9.1	New ILC or New Survey Deadline	
23	§ 9.3	New ILC or New Survey Objection Deadline	
24	§ 9.4	New ILC or New Survey Resolution Deadline	N/A
Inspection and Due Diligence			
25	§ 10.3	Inspection Objection Deadline	
26	§ 10.3	Inspection Resolution Deadline	
27	§ 10.5	Property Insurance Objection Deadline	
28	§ 10.6	Due Diligence Documents Delivery Deadline	
29	§ 10.6	Due Diligence Documents Objection Deadline	
30	§ 10.6	Due Diligence Documents Resolution Deadline	
31	§ 10.6	Environmental Inspection Objection Deadline	N/A
32	§ 10.6	ADA Evaluation Objection Deadline	
33	§ 10.7	Conditional Sale Deadline	
34	§ 11.1	Tenant Estoppel Statements Deadline	
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	
Closing and Possession			
36	§ 12.3	Closing Date	10/27/2021
37	§ 17	Possession Date	10/30/2021
38	§ 17	Possession Time	12:01 AM
39	§ 28	Acceptance Deadline Date	11/15/2021
40	§ 28	Acceptance Deadline Time	12:01 AM

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

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

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 7,500.00	
2	§ 4.3	Earnest Money		\$ 0
3	§ 4.5	New Loan		\$ 0
4	§ 4.6	Assumption Balance		\$ 0
5	§ 4.7	Private Financing		\$ 7,500.00
6	§ 4.7	Seller Financing		\$ 0
7				
8				
9	§ 4.4	Cash at Closing		\$ 7,500.00
10		TOTAL	\$ 7,500.00	\$ 7,500.00

4.2. **Seller Concession.** At Closing, Seller will credit to Buyer \$ 0 (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

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

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

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

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

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

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

127 4.5. **New Loan.**

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

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

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

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

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

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

147 4.7. **Seller or Private Financing.**

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

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

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

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

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

728 **25. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

766 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

767 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
768 Commission.)
769
770
771
772
773
774
775

776
777
778
779
780
781
782
783
784
785
786
787
788

31. ATTACHMENTS.

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

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

789
790

SIGNATURES

Buyer's Name: ARIZONA STAR EQUITIES LLC Buyer's Name: _____

James A. Lebon 10/22/21
Buyer's Signature Date Buyer's Signature Date

Address: 927 CLAREMONT AVE Address: _____
PUEBLO, CO 81004
Phone No.: (719) 890-4424 Phone No.: _____
Fax No.: _____ Fax No.: _____
Email Address: arizonastar719@gmail.com Email Address: _____

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

Seller's Name: _____ Seller's Name: _____

Seller's Signature Date Seller's Signature Date
Address: _____ Address: _____
Phone No.: _____ Phone No.: _____
Fax No.: _____ Fax No.: _____
Email Address: _____ Email Address: _____

792
793
794
795

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

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

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

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

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

☐ This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by ☐ Listing Brokerage Firm ☐ Buyer ☐ Other PRIVATE

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

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

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

☐ This is a **Change of Status**.

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

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

MLS #: S196584A (Active) List Price: \$7,000

TBD Graneros Colorado City, CO 81019

No Photo
Available

Total Acres: 0.17
 Acreage Range: Up to 1 Acre
 Acreage Source: Court House
 Possible Use: Single Family

Sub Area: Colorado City
 Area: Southwest County
 School District: 70
 County: Pueblo
 Taxes: 2.22
 Prior Tax Year: 2020

Legal Description: LOT 323 UNIT 7 COLO CITY

Parcel Number: 4629207208

Lot: 323 Block: n/a

Tract/Filing/Unit: 7

Parcel #-2:

Deed Provided: Special

Water Rights: No

Description:

Frontage:

Lot Faces:

Zoning: R-2

Irregular Lot Size: Yes

Lot Dimensions:

Lot SqFt: 7405

POA Fees:

HOA Dues:

HOA Inclusions: None

Property Disclosure Avail: No

Provide Property Disc: No

Disclosure: None

Documents on File: No Documents

Variable Commission: Yes

Comm BA % or \$: 4

Comm TB % or \$: 4

Possession: Day of Closing

Commission on Seller Concessions: Yes

Earnest Money Required: 1000

Earnest Money To: Land Title

Terms: Cash, Conventional

Showing Instructions: None

Ownership: Seller

Exclusions:

Topography/Lot Description: Mountain View

Crops: None

Access: Unpaved

Irrigation: None

Water Company: None

Extras: None

Water: None

Curbs/Gutters: No

Sewer: None

Curbs & Gutters: No Curbs, No Gutters

Electric Co:

Structures: No

Electric:

Marquee: No

Gas Company: None

Mineral Rights: No

Gas:

Grazing Rights: No

Public Remarks: This beautiful lot in Colorado City is ready for you to build your dream home.

Directions: I-25 to Graneros

MLS/Agent Only Remarks: Buyer to verify all utilities

List Date: 9/14/2021

Days On Market: 37

Contract Date:

Appointment Contact #: 719-583-8383

Orig LP: \$7,000

Internet: Yes

DsplyAddr: Yes

AllowAVM: Yes

AllowCmnts: No

Photo: N/A-Land

Listing Office: RE/MAX Associates (#934)

Listing Agent: Michelle Long (#2212)

Main: (719) 583-8383

Agent Email: Michellelong456@gmail.com

Fax: (719) 583-1999

Contact #: (719) 334-6727

Showing #: (719) 583-8383

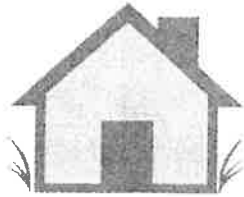
Information Herein Deemed Reliable but Not Guaranteed

MLS #: S196584A

4600000163
2 PICKNEY RD, RYE, CO 81069

Total Value
\$51,500

No Photo Available



OVERVIEW

KEY INFORMATION

Owner	DENMAN ROCHELLE ANN / KYNISTON RALPH		
Mailing Address	710 RAFFEL RD 60098-8451 WOODSTOCK IL		
Legal	N2 N2 NE4 32-24-66 FORMERLY 46-000-00-134		
Neighborhood	203 - SW PART OF COUNTY	Class	*
Township	24	Range	66
Section	32	Subdivision	203 SW PART OF COUNTY
Tax District	70MS		
Analysis Area	0.00		

VALUE INFORMATION

	VALUE	ASSESSED
LAND	\$51,500	\$14,940

IMPROVEMENTS

No data to display

LAND DETAILS

#	AREA	DEPTH	UNIT	ACREAGE	SQUARE FOOTAGE	CLASS	VALUE
1	0	0.00	1.00	40.00	1742400.00	Residential	\$51,500

TRANSFER HISTORY

NAMES ARE NOT NECESSARILY LISTED AS TITLE IS HELD, SOME MAY BE SHORTENED OR ABBREVIATED.
PLEASE CONTACT THE ASSESSOR'S OFFICE AT (719)583-6603 FOR CORRECT OWNERSHIP.

SALE DATE	AMT	RECEPTION	TYPE	GRANTEES	GRANTORS	BOOK / PAGE
08/06/2021	\$53,000	2236461	WARRANTY DEED-JT(WDJT)	DENMAN ROCHELLE ANN / KYNISTON RALPH	FOSSIL FARMS PROPERTIES LLC	*
07/16/2019	\$49,000	2145974	WARRANTY DEED(WD)	FOSSIL FARMS PROPERTIES LLC	SAME	*
01/14/2014	\$0	1965168	AFFIDAVIT/DEATH CERTIFICATE(AFDC)	SAME	PLATNER R R + K Y	*
12/17/1997	\$0	1219037	CORRECTION DEED(CORD)	PLATNER R R + K Y	CHEYENNE MEADOWS LLC	*
03/19/1996	\$225,000	1114527	WARRANTY DEED(WD)	CHEYENNE MEADOWS LLC	CHEYENNE MEADOWS LLC CHEYENNE MEADOWS LLC	*
07/10/1986	\$305,000	807310	SPECIAL WARRANTY DEED(SWD)	WILSON J STEVEN + JEFFREY C	CHEYENNE MEADOWS LLC WILSON J S + J C	*
06/21/1985	\$0	777464	WARRANTY DEED(WD)	FEDERAL LAND BANK OF WICHITA	(PENDENS LIS) WILSON J STEVEN + JEFFREY WILSON J STEVEN + JEFFREY C WILSON S + J C	*
02/08/1985	\$0	765093	UNKNOWN DEED TYPE(UNK-DEED)	(LIS PENDENS)	FEDERAL LAND BANK WICHITA	*
					(PENDENS LIS) PENDENS (LIS)	*

CENSUS/DEMOGRAPHICS

Total Population:

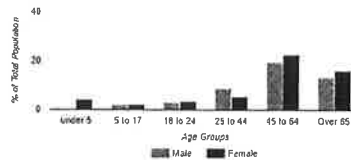
1,014

MALE

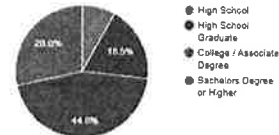
FEMALE

472

542

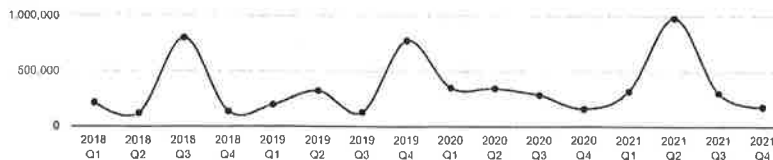


EDUCATIONAL ATTAINMENT

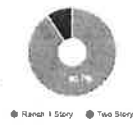


RECENT AREA SALES

MEDIAN RESIDENTIAL HOUSE PRICE



Low
\$1
Median
\$70,192
High
\$1,298,227



Biggest Sale
\$1,570,000
Average Home Price
\$510,182
Lowest Sale
\$5,000

NEARBY SALES

5100 W RED CREEK SPRINGS RD
POWELL, CO 81005-4709

000000

Sale Price \$175,000
Sale Date 10-06-2021
Distance 125,032.15ft

Sale Price \$906,180
Sale Date 09-15-2021
Distance 9,722.15ft

6905 BURNT WILLOW DR
BURLAK, CO 81003-6716

000000

Sale Price \$530,000
Sale Date 08-27-2021
Distance 42,087.52ft

Sale Price \$90,000
Sale Date 08-18-2021
Distance 45,296.16ft

DOCUMENTS

Download Notice of Valuation: [Choose a file](#)

Download Tax Notice: [Choose a file](#)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-5-19) (Mandatory 7-19)

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

CONTRACT TO BUY AND SELL REAL ESTATE

(LAND)

☒ **Property with No Residences)**

☐ **Property with Residences-Residential Addendum Attached)**

Date: **10/12/2021**

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, **Front Range Land LLC** (Buyer) will take title to the Property described below as

☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other In Severalty.**

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

2.3. Seller. **Colorado City Metro District** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of

Pueblo, Colorado:

Lots 112,113,114,115 Unit 1 Colorado City

known as No. **Lots 112-115 Beckwith Drive, Colorado City, CO 81019,**

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

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

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

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

2.5.2. Personal Property -- Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except **n/a**.

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

2.6. Exclusions. The following items are excluded (Exclusions): **n/a**

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

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

n/a

Any deeded water rights will be conveyed by a good and sufficient **n/a** 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 **n/a**.

☐ **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.

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

n/a

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	n/a
Title			
2	§ 8.1, 8.4	Record Title Deadline	n/a
3	§ 8.2, 8.4	Record Title Objection Deadline	n/a
4	§ 8.3	Off-Record Title Deadline	n/a
5	§ 8.3	Off-Record Title Objection Deadline	n/a
6	§ 8.5	Title Resolution Deadline	n/a
7	§ 8.6	Right of First Refusal Deadline	n/a
Owners' Association			
8	§ 7.2	Association Documents Deadline	n/a
9	§ 7.4	Association Documents Termination Deadline	n/a
Seller's Disclosures			
10	§ 10.1	Seller's Property Disclosure Deadline	n/a
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
Loan and Credit			
12	§ 5.1	New Loan Application Deadline	n/a
13	§ 5.2	New Loan Termination Deadline	n/a
14	§ 5.3	Buyer's Credit Information Deadline	n/a
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
16	§ 5.4	Existing Loan Deadline	n/a
17	§ 5.4	Existing Loan Termination Deadline	n/a
18	§ 5.4	Loan Transfer Approval Deadline	n/a
19	§ 4.7	Seller or Private Financing Deadline	n/a
Appraisal			
20	§ 6.2	Appraisal Deadline	n/a
21	§ 6.2	Appraisal Objection Deadline	n/a
22	§ 6.2	Appraisal Resolution Deadline	n/a
Survey			
23	§ 9.1	New ILC or New Survey Deadline	n/a
24	§ 9.3	New ILC or New Survey Objection Deadline	n/a
25	§ 9.3	New ILC or New Survey Resolution Deadline	n/a
Inspection and Due Diligence			
26	§ 10.3	Inspection Objection Deadline	n/a
27	§ 10.3	Inspection Termination Deadline	n/a
28	§ 10.3	Inspection Resolution Deadline	n/a
29	§ 10.5	Property Insurance Termination Deadline	n/a
30	§ 10.6	Due Diligence Documents Delivery Deadline	n/a
31	§ 10.6	Due Diligence Documents Objection Deadline	n/a
32	§ 10.6	Due Diligence Documents Resolution Deadline	n/a
33	§ 10.6	Environmental Inspection Termination Deadline	n/a
34	§ 10.6	ADA Evaluation Termination Deadline	n/a
35	§ 10.7	Conditional Sale Deadline	n/a

36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a	
37	§ 11.1, 11.2	Estoppel Statements Deadline	n/a	
38	§ 11.3	Estoppel Statements Termination Deadline		
Closing and Possession				
39	§ 12.3	Closing Date	11/2/2021	Tuesday
40	§ 17	Possession Date	Upon Funding And Delivery Of Deed	
41	§ 17	Possession Time	n/a	
42	§ 28	Acceptance Deadline Date	10/28/2021	Thursday
43	§ 28	Acceptance Deadline Time	4:00 PM MST	
44	n/a	n/a	n/a	
45	n/a	n/a	n/a	

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

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

4. PURCHASE PRICE AND TERMS.

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

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

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

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

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

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

247 **4.4. Form of Funds; Time of Payment; Available Funds.**

248 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan
249 proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws,
250 including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good
251 Funds).

252 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid
253 by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow
254 disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer
255 represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately
256 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
257

258 **4.5. New Loan.** (Omitted as inapplicable)
259

260 **4.6. Assumption.** (Omitted as inapplicable)
261

262 **4.7. Seller or Private Financing.** (Omitted as inapplicable)
263

264
265
266
267
268 **TRANSACTION PROVISIONS**
269
270

271 **5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)
272

273 **5.3. Credit Information and Buyer's New Senior Loan.** (Omitted as inapplicable)
274

275 **5.4. Existing Loan Review.** (Omitted as inapplicable)
276

277 **6. APPRAISAL PROVISIONS.**

278 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
279 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
280 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary
281 on or to the Property as a condition for the Property to be valued at the Appraised Value.
282

283 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective
284 loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.
285

286 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is
287 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer
288 may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:
289

290 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is
291 terminated; or
292

293 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a
294 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase
295 Price (Lender Verification).
296

297 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before
298 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or
299 before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**,
300 unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or
301 before expiration of **Appraisal Resolution Deadline**.
302

303 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
304 removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property
305 (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract
306 terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless
307 prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the
308 Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing
309 by Buyer.
310

311 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely
312 paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal
313 management company, lender's agent or all three.
314

315 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common
316 Interest Community and subject to the declaration (Association).
317

318 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A**
319 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE**
320 **OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION**
321 **FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF**
322 **THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE**
323 **FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY**
324
325
326
327
328

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

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

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

n/a

31. **OTHER DOCUMENTS.**

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

n/a

31.2. The following documents have been provided but are **not** a part of this Contract:

n/a

SIGNATURES

Dan Haberkost, Manager

Date: 10/20/2021

Buyer: **Front Range Land LLC**

By: **Dan Haberkost, Manager**

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

SELLER'S SIGNATURE

Seller: **Colorado City Metro District**

By: **James Eccher, District Manager**

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-5-19) (Mandatory 7-19)

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

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

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: **10/12/2021**

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, **Front Range Land LLC** (Buyer) will take title to the Property described below as
☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other In Severalty.**

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

2.3. Seller. **Colorado City Metro District** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of

Pueblo, Colorado:

Lot 644 Unit 1 Colorado City

known as No. **Lot 644 St Vrain Drive, Colorado City, CO 81019,**

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

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

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

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

2.5.2. Personal Property -- Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except **n/a**.

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

2.6. Exclusions. The following items are excluded (Exclusions): **n/a**

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

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

Any deeded water rights will be conveyed by a good and sufficient **n/a** 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 **n/a**.

☐ **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.

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

n/a

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	n/a
Title			
2	§ 8.1, 8.4	Record Title Deadline	n/a
3	§ 8.2, 8.4	Record Title Objection Deadline	n/a
4	§ 8.3	Off-Record Title Deadline	n/a
5	§ 8.3	Off-Record Title Objection Deadline	n/a
6	§ 8.5	Title Resolution Deadline	n/a
7	§ 8.6	Right of First Refusal Deadline	n/a
Owners' Association			
8	§ 7.2	Association Documents Deadline	n/a
9	§ 7.4	Association Documents Termination Deadline	n/a
Seller's Disclosures			
10	§ 10.1	Seller's Property Disclosure Deadline	n/a
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
Loan and Credit			
12	§ 5.1	New Loan Application Deadline	n/a
13	§ 5.2	New Loan Termination Deadline	n/a
14	§ 5.3	Buyer's Credit Information Deadline	n/a
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
16	§ 5.4	Existing Loan Deadline	n/a
17	§ 5.4	Existing Loan Termination Deadline	n/a
18	§ 5.4	Loan Transfer Approval Deadline	n/a
19	§ 4.7	Seller or Private Financing Deadline	n/a
Appraisal			
20	§ 6.2	Appraisal Deadline	n/a
21	§ 6.2	Appraisal Objection Deadline	n/a
22	§ 6.2	Appraisal Resolution Deadline	n/a
Survey			
23	§ 9.1	New ILC or New Survey Deadline	n/a
24	§ 9.3	New ILC or New Survey Objection Deadline	n/a
25	§ 9.3	New ILC or New Survey Resolution Deadline	n/a
Inspection and Due Diligence			
26	§ 10.3	Inspection Objection Deadline	n/a
27	§ 10.3	Inspection Termination Deadline	n/a
28	§ 10.3	Inspection Resolution Deadline	n/a
29	§ 10.5	Property Insurance Termination Deadline	n/a
30	§ 10.6	Due Diligence Documents Delivery Deadline	n/a
31	§ 10.6	Due Diligence Documents Objection Deadline	n/a
32	§ 10.6	Due Diligence Documents Resolution Deadline	n/a
33	§ 10.6	Environmental Inspection Termination Deadline	n/a
34	§ 10.6	ADA Evaluation Termination Deadline	n/a
35	§ 10.7	Conditional Sale Deadline	n/a

36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a	
37	§ 11.1,11.2	Estoppel Statements Deadline	n/a	
38	§ 11.3	Estoppel Statements Termination Deadline		
Closing and Possession				
39	§ 12.3	Closing Date	11/2/2021	Tuesday
40	§ 17	Possession Date	Upon Funding And Delivery Of Deed	
41	§ 17	Possession Time	n/a	
42	§ 28	Acceptance Deadline Date	10/28/2021	Thursday
43	§ 28	Acceptance Deadline Time	4:00 PM MST	
44	n/a	n/a	n/a	
45	n/a	n/a	n/a	

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

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

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$500.00	
2	§ 4.3	Earnest Money		
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7	n/a	n/a		
8	n/a	n/a		
9	§ 4.4	Cash at Closing		\$500.00
10		TOTAL	\$500.00	\$500.00

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

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

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

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

247 **4.4. Form of Funds; Time of Payment; Available Funds.**

248 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan
249 proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws,
250 including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good
251 Funds).

252 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid
253 by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow
254 disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer
255 represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately
256 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
257

258 **4.5. New Loan.** (Omitted as inapplicable)
259

260 **4.6. Assumption.** (Omitted as inapplicable)
261

262 **4.7. Seller or Private Financing.** (Omitted as inapplicable)
263

264 **TRANSACTION PROVISIONS**
265

266 **5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)
267

268 **5.3. Credit Information and Buyer's New Senior Loan.** (Omitted as inapplicable)
269

270 **5.4. Existing Loan Review.** (Omitted as inapplicable)
271

272 **6. APPRAISAL PROVISIONS.**

273 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
274 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
275 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary
276 on or to the Property as a condition for the Property to be valued at the Appraised Value.
277

278 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective
279 loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

280 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is
281 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer
282 may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:
283

284 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is
285 terminated; or
286

287 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a
288 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase
289 Price (Lender Verification).
290

291 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before
292 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or
293 before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**,
294 unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or
295 before expiration of **Appraisal Resolution Deadline**.
296

297 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
298 removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property
299 (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract
300 terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless
301 prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the
302 Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing
303 by Buyer.
304

305 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely
306 paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal
307 management company, lender's agent or all three.
308

309 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common
310 Interest Community and subject to the declaration (Association).
311

312 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A**
313 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE**
314 **OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION**
315 **FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF**
316 **THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE**
317 **FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY**
318

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

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

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

n/a

31. **OTHER DOCUMENTS.**

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

n/a

31.2. The following documents have been provided but are **not** a part of this Contract:

n/a

SIGNATURES

Dan Haberkost, Manager

Date: 10/20/2021

Buyer: **Front Range Land LLC**

By: **Dan Haberkost, Manager**

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

SELLER'S SIGNATURE

Seller: **Colorado City Metro District**

By: **James Eccher, District Manager**

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be

made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status**

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage** ☒ **Buyer** ☐ **Other n/a.**

Brokerage Firm's Name: **Keller Williams Performance Realty**

Brokerage Firm's License #: **EC 40046527**

Sarah E. Johnson

Date: **10/20/2021**

Broker's Name: **Sarah E. Johnson**

Broker's License #: **FA.100088467**

Address: **1528 Fortino Blvd Pueblo, CO 81007**

Ph: **719-583-7368** Fax: Email Address: **sarah.j@kw.com**

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ **Does** ☐ **Does Not** ☒ (n/a) acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** ☒ (n/a) ☐ This is a **Change of Status.**

☐ **Customer.** Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

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

☐ **n/a**

Brokerage Firm's License #:

Broker's License #:

Brokerage Firm's Name: **n/a**

Broker Date:

Address: **n/a n/a, n/a n/a**

Ph: **n/a** Fax: **n/a** Email Address:

CBS4-5-19. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

- ©2020 MRI Software LLC - All Rights Reserved

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-5-19) (Mandatory 7-19)

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

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

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: 10/20/2021

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, **Front Range Land LLC** (Buyer) will take title to the Property described below as

☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other In Severalty.**

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

Additional Provisions.

2.3. Seller. Colorado City Metro District (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of

Pueblo, Colorado:

Lots 167 Unit 3, 181 Unit 3, 205 Unit 3, 207 Unit 3, 208 Unit 3, Lot 31 Unit 3, Lot 34 unit 3, Lot 49 Unit 3, Lot 105 Unit 3, Lot 111 Unit 3, Lot 112 Unit 3, Lot 255 Unit 5, Lot 314 Unit 5, Lot 330 Unit 5, Lot 363 Unit 5, Lot 380 Unit 5, Lot 381 Unit 5, Lot 389 Unit 5, Lot 395 Unit 5, Lot 396 Unit 5, Lot 401 U 5, Lot 409 Unit 5, Lot 451 Unit 5, Lot 466 U 5, Lot 467 unit 5

known as No. **Multiple Lots Colorado City, CO 81019,**

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

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

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

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

2.5.2. Personal Property -- Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except n/a.

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

2.6. Exclusions. The following items are excluded (Exclusions): n/a

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

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

n/a

Any deeded water rights will be conveyed by a good and sufficient n/a 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 n/a.

☐ **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.

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

n/a

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	n/a
		Title	
2	§ 8.1, 8.4	Record Title Deadline	n/a
3	§ 8.2, 8.4	Record Title Objection Deadline	n/a
4	§ 8.3	Off-Record Title Deadline	n/a
5	§ 8.3	Off-Record Title Objection Deadline	n/a
6	§ 8.5	Title Resolution Deadline	n/a
7	§ 8.6	Right of First Refusal Deadline	n/a
		Owners' Association	
8	§ 7.2	Association Documents Deadline	n/a
9	§ 7.4	Association Documents Termination Deadline	n/a
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	n/a
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	n/a
13	§ 5.2	New Loan Termination Deadline	n/a
14	§ 5.3	Buyer's Credit Information Deadline	n/a
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
16	§ 5.4	Existing Loan Deadline	n/a
17	§ 5.4	Existing Loan Termination Deadline	n/a
18	§ 5.4	Loan Transfer Approval Deadline	n/a
19	§ 4.7	Seller or Private Financing Deadline	n/a
		Appraisal	
20	§ 6.2	Appraisal Deadline	n/a
21	§ 6.2	Appraisal Objection Deadline	n/a
22	§ 6.2	Appraisal Resolution Deadline	n/a
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	n/a
24	§ 9.3	New ILC or New Survey Objection Deadline	n/a
25	§ 9.3	New ILC or New Survey Resolution Deadline	n/a
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	n/a
27	§ 10.3	Inspection Termination Deadline	n/a
28	§ 10.3	Inspection Resolution Deadline	n/a
29	§ 10.5	Property Insurance Termination Deadline	n/a
30	§ 10.6	Due Diligence Documents Delivery Deadline	n/a
31	§ 10.6	Due Diligence Documents Objection Deadline	n/a
32	§ 10.6	Due Diligence Documents Resolution Deadline	n/a

33	§ 10.6	Environmental Inspection Termination Deadline	n/a	
34	§ 10.6	ADA Evaluation Termination Deadline	n/a	
35	§ 10.7	Conditional Sale Deadline	n/a	
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a	
37	§ 11.1, 11.2	Estoppel Statements Deadline	n/a	
38	§ 11.3	Estoppel Statements Termination Deadline		
Closing and Possession				
39	§ 12.3	Closing Date	11/2/2021	Tuesday
40	§ 17	Possession Date	Upon Funding And Delivery Of Deed	
41	§ 17	Possession Time	n/a	
42	§ 28	Acceptance Deadline Date	10/28/2021	Thursday
43	§ 28	Acceptance Deadline Time	4:00 PM MST	
44	n/a	n/a	n/a	
45	n/a	n/a	n/a	

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

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

4. PURCHASE PRICE AND TERMS.

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

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

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

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

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

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set

forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

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

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

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

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

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

TRANSACTION PROVISIONS

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

5.3. Credit Information and Buyer's New Senior Loan. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

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

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

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

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

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

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

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

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

7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to the declaration (Association).

7.1. Common Interest Community Disclosure. **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE**

accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

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

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

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

n/a

31. OTHER DOCUMENTS.

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

n/a

31.2. The following documents have been provided but are **not** a part of this Contract:

n/a

SIGNATURES

Dan Haberkost, Manager

Date: 10/21/2021

Buyer: **Front Range Land LLC**

By: **Dan Haberkost, Manager**

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

SELLER'S SIGNATURE

Seller: **Colorado City Metro District**

By: **James Eccher, District Manager**

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-5-19) (Mandatory 7-19)

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

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

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: **10/20/2021**

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, **Front Range Land LLC** (Buyer) will take title to the Property described below as

☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other In Severalty.**

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

2.3. Seller. **Colorado City Metro District** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of

Pueblo, Colorado:

Lots 11, 517, 589, 1032, 1204 Unit 1 and Lot 5 unit 3 Colorado City

known as No. **Lots 11,517,589,1032 Colorado City, CO 81019,**

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

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

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

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

2.5.2. Personal Property -- Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except **n/a**.

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

2.6. Exclusions. The following items are excluded (Exclusions): **n/a**

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

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

n/a

Any deeded water rights will be conveyed by a good and sufficient **n/a** 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 **n/a**.

☐ **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.

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

n/a

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	n/a
Title			
2	§ 8.1, 8.4	Record Title Deadline	n/a
3	§ 8.2, 8.4	Record Title Objection Deadline	n/a
4	§ 8.3	Off-Record Title Deadline	n/a
5	§ 8.3	Off-Record Title Objection Deadline	n/a
6	§ 8.5	Title Resolution Deadline	n/a
7	§ 8.6	Right of First Refusal Deadline	n/a
Owners' Association			
8	§ 7.2	Association Documents Deadline	n/a
9	§ 7.4	Association Documents Termination Deadline	n/a
Seller's Disclosures			
10	§ 10.1	Seller's Property Disclosure Deadline	n/a
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
Loan and Credit			
12	§ 5.1	New Loan Application Deadline	n/a
13	§ 5.2	New Loan Termination Deadline	n/a
14	§ 5.3	Buyer's Credit Information Deadline	n/a
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
16	§ 5.4	Existing Loan Deadline	n/a
17	§ 5.4	Existing Loan Termination Deadline	n/a
18	§ 5.4	Loan Transfer Approval Deadline	n/a
19	§ 4.7	Seller or Private Financing Deadline	n/a
Appraisal			
20	§ 6.2	Appraisal Deadline	n/a
21	§ 6.2	Appraisal Objection Deadline	n/a
22	§ 6.2	Appraisal Resolution Deadline	n/a
Survey			
23	§ 9.1	New ILC or New Survey Deadline	n/a
24	§ 9.3	New ILC or New Survey Objection Deadline	n/a
25	§ 9.3	New ILC or New Survey Resolution Deadline	n/a
Inspection and Due Diligence			
26	§ 10.3	Inspection Objection Deadline	n/a
27	§ 10.3	Inspection Termination Deadline	n/a
28	§ 10.3	Inspection Resolution Deadline	n/a
29	§ 10.5	Property Insurance Termination Deadline	n/a
30	§ 10.6	Due Diligence Documents Delivery Deadline	n/a
31	§ 10.6	Due Diligence Documents Objection Deadline	n/a
32	§ 10.6	Due Diligence Documents Resolution Deadline	n/a
33	§ 10.6	Environmental Inspection Termination Deadline	n/a
34	§ 10.6	ADA Evaluation Termination Deadline	n/a
35	§ 10.7	Conditional Sale Deadline	n/a

36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a	
37	§ 11.1,11.2	Estoppel Statements Deadline	n/a	
38	§ 11.3	Estoppel Statements Termination Deadline		
Closing and Possession				
39	§ 12.3	Closing Date	11/2/2021	Tuesday
40	§ 17	Possession Date	Upon Funding And Delivery Of Deed	
41	§ 17	Possession Time	n/a	
42	§ 28	Acceptance Deadline Date	10/28/2021	Thursday
43	§ 28	Acceptance Deadline Time	4:00 PM MST	
44	n/a	n/a	n/a	
45	n/a	n/a	n/a	

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

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

4. PURCHASE PRICE AND TERMS.

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

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

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

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

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

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

247 **4.4. Form of Funds; Time of Payment; Available Funds.**

248 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan
249 proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws,
250 including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good
251 Funds).

252
253 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid
254 by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow
255 disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer
256 represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately
257 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
258

259 **4.5. New Loan.** (Omitted as inapplicable)
260

261
262 **4.6. Assumption.** (Omitted as inapplicable)
263

264
265 **4.7. Seller or Private Financing.** (Omitted as inapplicable)
266

267
268 **TRANSACTION PROVISIONS**
269

270
271 **5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)
272

273
274 **5.3. Credit Information and Buyer's New Senior Loan.** (Omitted as inapplicable)
275

276
277 **5.4. Existing Loan Review.** (Omitted as inapplicable)
278

279
280 **6. APPRAISAL PROVISIONS.**

281 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
282 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
283 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary
284 on or to the Property as a condition for the Property to be valued at the Appraised Value.
285

286 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective
287 loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.
288

289 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is
290 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer
291 may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:
292

293 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is
294 terminated; or
295

296 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a
297 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase
298 Price (Lender Verification).
299

300 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before
301 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or
302 before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**,
303 unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or
304 before expiration of **Appraisal Resolution Deadline**.
305

306 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
307 removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property
308 (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract
309 terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless
310 prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the
311 Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing
312 by Buyer.
313

314 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely
315 paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal
316 management company, lender's agent or all three.
317

318
319 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common
320 Interest Community and subject to the declaration (Association).
321

322 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A**
323 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE**
324 **OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION**
325 **FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF**
326 **THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE**
327 **FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY**
328

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

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

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

n/a

31. **OTHER DOCUMENTS.**

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

n/a

31.2. The following documents have been provided but are **not** a part of this Contract:

n/a

SIGNATURES

Dan Haberkost, Manager

Date: 10/20/2021

Buyer: **Front Range Land LLC**

By: **Dan Haberkost, Manager**

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

SELLER'S SIGNATURE

Seller: **Colorado City Metro District**

By: **James Eccher, District Manager**

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be

made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status**

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage** ☒ **Buyer** ☐ **Other n/a.**

Brokerage Firm's Name: **Keller Williams Performance Realty**

Brokerage Firm's License #: **EC 40046527**

Sarah E. Johnson

Date: **10/20/2021**

Broker's Name: **Sarah E. Johnson**

Broker's License #: **FA.100088467**

Address: **1528 Fortino Blvd Pueblo, CO 81007**

Ph: **719-583-7368** Fax: Email Address: **sarah.j@kw.com**

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ **Does** ☐ **Does Not** ☒ **(n/a)** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** ☒ **(n/a)** ☐ This is a **Change of Status.**

☐ **Customer.** Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

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

☐ **n/a**

Brokerage Firm's License #:

Broker's License #:

Brokerage Firm's Name: **n/a**

Broker Date:

Address: **n/a n/a, n/a n/a**

Ph: **n/a** Fax: **n/a** Email Address:

CBS4-5-19. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

- ©2020 MRI Software LLC - All Rights Reserved

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission, (CBS4-5-19) (Mandatory 7-19)

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

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

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: **10/12/2021**

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, **Front Range Land LLC** (Buyer) will take title to the Property described below as

☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other In Severalty.**

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

2.3. Seller. Colorado City Metro District (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of

Pueblo, Colorado:

Lot 55 Unit 33 Colorado City

known as No. **Lot 55 Kaneache Boulevard, Colorado City, CO 81019,**

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

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

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

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

2.5.2. Personal Property -- Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except **n/a.**

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

2.6. Exclusions. The following items are excluded (Exclusions): **n/a**

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

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

n/a

Any deeded water rights will be conveyed by a good and sufficient **n/a** 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 **n/a.**

☐ **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.

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

n/a

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	n/a
Title			
2	§ 8.1, 8.4	Record Title Deadline	n/a
3	§ 8.2, 8.4	Record Title Objection Deadline	n/a
4	§ 8.3	Off-Record Title Deadline	n/a
5	§ 8.3	Off-Record Title Objection Deadline	n/a
6	§ 8.5	Title Resolution Deadline	n/a
7	§ 8.6	Right of First Refusal Deadline	n/a
Owners' Association			
8	§ 7.2	Association Documents Deadline	n/a
9	§ 7.4	Association Documents Termination Deadline	n/a
Seller's Disclosures			
10	§ 10.1	Seller's Property Disclosure Deadline	n/a
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
Loan and Credit			
12	§ 5.1	New Loan Application Deadline	n/a
13	§ 5.2	New Loan Termination Deadline	n/a
14	§ 5.3	Buyer's Credit Information Deadline	n/a
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
16	§ 5.4	Existing Loan Deadline	n/a
17	§ 5.4	Existing Loan Termination Deadline	n/a
18	§ 5.4	Loan Transfer Approval Deadline	n/a
19	§ 4.7	Seller or Private Financing Deadline	n/a
Appraisal			
20	§ 6.2	Appraisal Deadline	n/a
21	§ 6.2	Appraisal Objection Deadline	n/a
22	§ 6.2	Appraisal Resolution Deadline	n/a
Survey			
23	§ 9.1	New ILC or New Survey Deadline	n/a
24	§ 9.3	New ILC or New Survey Objection Deadline	n/a
25	§ 9.3	New ILC or New Survey Resolution Deadline	n/a
Inspection and Due Diligence			
26	§ 10.3	Inspection Objection Deadline	n/a
27	§ 10.3	Inspection Termination Deadline	n/a
28	§ 10.3	Inspection Resolution Deadline	n/a
29	§ 10.5	Property Insurance Termination Deadline	n/a
30	§ 10.6	Due Diligence Documents Delivery Deadline	n/a
31	§ 10.6	Due Diligence Documents Objection Deadline	n/a
32	§ 10.6	Due Diligence Documents Resolution Deadline	n/a
33	§ 10.6	Environmental Inspection Termination Deadline	n/a
34	§ 10.6	ADA Evaluation Termination Deadline	n/a
35	§ 10.7	Conditional Sale Deadline	n/a

36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a	
37	§ 11.1,11.2	Estoppel Statements Deadline	n/a	
38	§ 11.3	Estoppel Statements Termination Deadline		
Closing and Possession				
39	§ 12.3	Closing Date	11/2/2021	Tuesday
40	§ 17	Possession Date	Upon Funding And Delivery Of Deed	
41	§ 17	Possession Time	n/a	
42	§ 28	Acceptance Deadline Date	10/28/2021	Thursday
43	§ 28	Acceptance Deadline Time	4:00 PM MST	
44	n/a	n/a	n/a	
45	n/a	n/a	n/a	

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

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

4. PURCHASE PRICE AND TERMS.

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

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

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

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

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

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

247 **4.4. Form of Funds; Time of Payment; Available Funds.**

248 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan
249 proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws,
250 including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good
251 Funds).

252 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid
253 by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow
254 disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer
255 represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately
256 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
257

258 **4.5. New Loan.** (Omitted as inapplicable)
259

260 **4.6. Assumption.** (Omitted as inapplicable)
261

262 **4.7. Seller or Private Financing.** (Omitted as inapplicable)
263

264 **TRANSACTION PROVISIONS**
265

266 **5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)
267

268 **5.3. Credit Information and Buyer's New Senior Loan.** (Omitted as inapplicable)
269

270 **5.4. Existing Loan Review.** (Omitted as inapplicable)
271

272 **6. APPRAISAL PROVISIONS.**

273 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
274 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
275 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary
276 on or to the Property as a condition for the Property to be valued at the Appraised Value.
277

278 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective
279 loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

280 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is
281 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer
282 may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:
283

284 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is
285 terminated; or
286

287 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a
288 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase
289 Price (Lender Verification).
290

291 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before
292 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or
293 before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**,
294 unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or
295 before expiration of **Appraisal Resolution Deadline**.
296

297 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
298 removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property
299 (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract
300 terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless
301 prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the
302 Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing
303 by Buyer.
304

305 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely
306 paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal
307 management company, lender's agent or all three.
308

309 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common
310 Interest Community and subject to the declaration (Association).
311

312 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A**
313 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE**
314 **OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION**
315 **FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF**
316 **THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE**
317 **FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY**
318

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

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

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

n/a

31. **OTHER DOCUMENTS.**

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

n/a

31.2. The following documents have been provided but are **not** a part of this Contract:

n/a

SIGNATURES

Dan Haberkost, Manager

Date: 10/20/2021

Buyer: **Front Range Land LLC**

By: **Dan Haberkost, Manager**

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

SELLER'S SIGNATURE

Seller: **Colorado City Metro District**

By: **James Eccher, District Manager**

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker ☐ Does ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be

made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status**

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage** ☒ **Buyer** ☐ **Other n/a.**

Brokerage Firm's Name: **Keller Williams Performance Realty**

Brokerage Firm's License #: **EC 40046527**

Sarah E. Johnson

Date: **10/20/2021**

Broker's Name: **Sarah E. Johnson**

Broker's License #: **FA.100088467**

Address: **1528 Fortino Blvd Pueblo, CO 81007**

Ph: **719-583-7368** Fax: Email Address: **sarah.j@kw.com**

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ **Does** ☐ **Does Not** ☒ **(n/a)** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** ☒ **(n/a)** ☐ This is a **Change of Status.**

☐ **Customer.** Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

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

☐ **n/a**

Brokerage Firm's License #:

Broker's License #:

Brokerage Firm's Name: **n/a**

Broker Date:

Address: **n/a n/a, n/a n/a**

Ph: **n/a** Fax: **n/a** Email Address:

CBS4-5-19. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

- ©2020 MRI Software LLC - All Rights Reserved

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-5-19) (Mandatory 7-19)

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

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

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: **10/20/2021**

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, **Front Range Land LLC** (Buyer) will take title to the Property described below as

☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other In Severalty.**

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

2.3. Seller. **Colorado City Metro District** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of **Pueblo**, Colorado:
Lot 219 Unit 21 Colorado City

known as No. **Lot 219 Showalter Drive, Colorado City, CO 81019**,
together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto except as herein excluded (Property).

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

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

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

2.5.2. Personal Property -- Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except n/a.

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

2.6. Exclusions. The following items are excluded (Exclusions): n/a

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

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

Any deeded water rights will be conveyed by a good and sufficient n/a 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 n/a.

☐ **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.

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

n/a

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	n/a
Title			
2	§ 8.1, 8.4	Record Title Deadline	n/a
3	§ 8.2, 8.4	Record Title Objection Deadline	n/a
4	§ 8.3	Off-Record Title Deadline	n/a
5	§ 8.3	Off-Record Title Objection Deadline	n/a
6	§ 8.5	Title Resolution Deadline	n/a
7	§ 8.6	Right of First Refusal Deadline	n/a
Owners' Association			
8	§ 7.2	Association Documents Deadline	n/a
9	§ 7.4	Association Documents Termination Deadline	n/a
Seller's Disclosures			
10	§ 10.1	Seller's Property Disclosure Deadline	n/a
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
Loan and Credit			
12	§ 5.1	New Loan Application Deadline	n/a
13	§ 5.2	New Loan Termination Deadline	n/a
14	§ 5.3	Buyer's Credit Information Deadline	n/a
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
16	§ 5.4	Existing Loan Deadline	n/a
17	§ 5.4	Existing Loan Termination Deadline	n/a
18	§ 5.4	Loan Transfer Approval Deadline	n/a
19	§ 4.7	Seller or Private Financing Deadline	n/a
Appraisal			
20	§ 6.2	Appraisal Deadline	n/a
21	§ 6.2	Appraisal Objection Deadline	n/a
22	§ 6.2	Appraisal Resolution Deadline	n/a
Survey			
23	§ 9.1	New ILC or New Survey Deadline	n/a
24	§ 9.3	New ILC or New Survey Objection Deadline	n/a
25	§ 9.3	New ILC or New Survey Resolution Deadline	n/a
Inspection and Due Diligence			
26	§ 10.3	Inspection Objection Deadline	n/a
27	§ 10.3	Inspection Termination Deadline	n/a
28	§ 10.3	Inspection Resolution Deadline	n/a
29	§ 10.5	Property Insurance Termination Deadline	n/a
30	§ 10.6	Due Diligence Documents Delivery Deadline	n/a
31	§ 10.6	Due Diligence Documents Objection Deadline	n/a
32	§ 10.6	Due Diligence Documents Resolution Deadline	n/a
33	§ 10.6	Environmental Inspection Termination Deadline	n/a
34	§ 10.6	ADA Evaluation Termination Deadline	n/a
35	§ 10.7	Conditional Sale Deadline	n/a

36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a	
37	§ 11.1,11.2	Estoppel Statements Deadline	n/a	
38	§ 11.3	Estoppel Statements Termination Deadline		
Closing and Possession				
39	§ 12.3	Closing Date	11/2/2021	Tuesday
40	§ 17	Possession Date	Upon Funding And Delivery Of Deed	
41	§ 17	Possession Time	n/a	
42	§ 28	Acceptance Deadline Date	10/28/2021	Thursday
43	§ 28	Acceptance Deadline Time	4:00 PM MST	
44	n/a	n/a	n/a	
45	n/a	n/a	n/a	

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

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

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$2,500.00	
2	§ 4.3	Earnest Money		
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7	n/a	n/a		
8	n/a	n/a		
9	§ 4.4	Cash at Closing		\$2,500.00
10		TOTAL	\$2,500.00	\$2,500.00

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

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

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

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

247 **4.4. Form of Funds; Time of Payment; Available Funds.**

248 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan
249 proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws,
250 including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good
251 Funds).

252 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid
253 by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow
254 disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer
255 represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately
256 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
257

258 **4.5. New Loan.** (Omitted as inapplicable)
259

260 **4.6. Assumption.** (Omitted as inapplicable)
261

262 **4.7. Seller or Private Financing.** (Omitted as inapplicable)
263
264

265 **TRANSACTION PROVISIONS**
266
267

268 **5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)
269
270

271 **5.3. Credit Information and Buyer's New Senior Loan.** (Omitted as inapplicable)
272
273

274 **5.4. Existing Loan Review.** (Omitted as inapplicable)
275
276

277 **6. APPRAISAL PROVISIONS.**
278

279 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
280 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
281 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary
282 on or to the Property as a condition for the Property to be valued at the Appraised Value.
283

284 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective
285 loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.
286

287 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is
288 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer
289 may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:
290

291 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is
292 terminated; or
293

294 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a
295 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase
296 Price (Lender Verification).
297

298 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before
299 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or
300 before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**,
301 unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or
302 before expiration of **Appraisal Resolution Deadline**.
303

304 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
305 removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property
306 (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract
307 terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless
308 prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the
309 Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing
310 by Buyer.
311

312 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely
313 paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal
314 management company, lender's agent or all three.
315
316

317 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common
318 Interest Community and subject to the declaration (Association).
319

320 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A**
321 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE**
322 **OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION**
323 **FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF**
324 **THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE**
325 **FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY**
326
327
328

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

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

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

n/a

31. **OTHER DOCUMENTS.**

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

n/a

31.2. The following documents have been provided but are **not** a part of this Contract:

n/a

SIGNATURES

Dan Haberkost, Manager

Date: 10/20/2021

Buyer: **Front Range Land LLC**

By: **Dan Haberkost, Manager**

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

SELLER'S SIGNATURE

Seller: **Colorado City Metro District**

By: **James Eccher, District Manager**

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be

made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status**

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage** ☒ **Buyer** ☐ **Other n/a.**

Brokerage Firm's Name: **Keller Williams Performance Realty**

Brokerage Firm's License #: **EC 40046527**

Sarah E. Johnson

Date: **10/20/2021**

Broker's Name: **Sarah E. Johnson**

Broker's License #: **FA.100088467**

Address: **1528 Fortino Blvd Pueblo, CO 81007**

Ph: **719-583-7368** Fax: Email Address: **sarah.j@kw.com**

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ **Does** ☐ **Does Not** ☒ **(n/a)** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** ☒ **(n/a)** ☐ This is a **Change of Status.**

☐ **Customer.** Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

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

☐ **n/a**

Brokerage Firm's License #:

Broker's License #:

Brokerage Firm's Name: **n/a**

Broker Date:

Address: **n/a n/a, n/a n/a**

Ph: **n/a** Fax: **n/a** Email Address:

CBS4-5-19. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

- ©2020 MRI Software LLC - All Rights Reserved

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-5-19) (Mandatory 7-19)

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

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

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: 10/20/2021

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, **Front Range Land LLC** (Buyer) will take title to the Property described below as

☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other In Severalty.**

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

2.3. Seller. **Colorado City Metro District** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of

Pueblo, Colorado:

REARRANGEMENT OF PROPERTY BOUNDARIES #7 TRACT 2

AMENDED FORMERLY #46184-14-319

known as No. **#7 Sandy Creek Drive, Colorado City, CO 81019,**

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

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

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

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

2.5.2. Personal Property -- Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except n/a.

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

2.6. Exclusions. The following items are excluded (Exclusions): n/a

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

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

n/a

Any deeded water rights will be conveyed by a good and sufficient n/a 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 n/a.

☐ **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.

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

n/a

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	n/a
Title			
2	§ 8.1, 8.4	Record Title Deadline	n/a
3	§ 8.2, 8.4	Record Title Objection Deadline	n/a
4	§ 8.3	Off-Record Title Deadline	n/a
5	§ 8.3	Off-Record Title Objection Deadline	n/a
6	§ 8.5	Title Resolution Deadline	n/a
7	§ 8.6	Right of First Refusal Deadline	n/a
Owners' Association			
8	§ 7.2	Association Documents Deadline	n/a
9	§ 7.4	Association Documents Termination Deadline	n/a
Seller's Disclosures			
10	§ 10.1	Seller's Property Disclosure Deadline	n/a
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
Loan and Credit			
12	§ 5.1	New Loan Application Deadline	n/a
13	§ 5.2	New Loan Termination Deadline	n/a
14	§ 5.3	Buyer's Credit Information Deadline	n/a
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
16	§ 5.4	Existing Loan Deadline	n/a
17	§ 5.4	Existing Loan Termination Deadline	n/a
18	§ 5.4	Loan Transfer Approval Deadline	n/a
19	§ 4.7	Seller or Private Financing Deadline	n/a
Appraisal			
20	§ 6.2	Appraisal Deadline	n/a
21	§ 6.2	Appraisal Objection Deadline	n/a
22	§ 6.2	Appraisal Resolution Deadline	n/a
Survey			
23	§ 9.1	New ILC or New Survey Deadline	n/a
24	§ 9.3	New ILC or New Survey Objection Deadline	n/a
25	§ 9.3	New ILC or New Survey Resolution Deadline	n/a
Inspection and Due Diligence			
26	§ 10.3	Inspection Objection Deadline	n/a
27	§ 10.3	Inspection Termination Deadline	n/a
28	§ 10.3	Inspection Resolution Deadline	n/a
29	§ 10.5	Property Insurance Termination Deadline	n/a
30	§ 10.6	Due Diligence Documents Delivery Deadline	n/a
31	§ 10.6	Due Diligence Documents Objection Deadline	n/a
32	§ 10.6	Due Diligence Documents Resolution Deadline	n/a
33	§ 10.6	Environmental Inspection Termination Deadline	n/a

34	§ 10.6	ADA Evaluation Termination Deadline	n/a	
35	§ 10.7	Conditional Sale Deadline	n/a	
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a	
37	§ 11.1, 11.2	Estoppel Statements Deadline	n/a	
38	§ 11.3	Estoppel Statements Termination Deadline		
Closing and Possession				
39	§ 12.3	Closing Date	11/2/2021	Tuesday
40	§ 17	Possession Date	Upon Funding And Delivery Of Deed	
41	§ 17	Possession Time	n/a	
42	§ 28	Acceptance Deadline Date	10/28/2021	Thursday
43	§ 28	Acceptance Deadline Time	4:00 PM MST	
44	n/a	n/a	n/a	
45	n/a	n/a	n/a	

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

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

4. PURCHASE PRICE AND TERMS.

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

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

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

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

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

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been

returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

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

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

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

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

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

TRANSACTION PROVISIONS

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

5.3. Credit Information and Buyer's New Senior Loan. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

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

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

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

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

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

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

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

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

7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to the declaration (Association).

7.1. Common Interest Community Disclosure. **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION**

accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

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

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

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

n/a

31. OTHER DOCUMENTS.

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

n/a

31.2. The following documents have been provided but are **not** a part of this Contract:

n/a

SIGNATURES

Dan Haberkost, Manager

Date: 10/20/2021

Buyer: **Front Range Land LLC**

By: **Dan Haberkost, Manager**

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

SELLER'S SIGNATURE

Seller: **Colorado City Metro District**

By: **James Eccher, District Manager**

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ Does ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage

Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status**

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage** ☒ **Buyer** ☐ **Other n/a.**

Brokerage Firm's Name: **Keller Williams Performance Realty**
Brokerage Firm's License #: **EC 40046527**

Sarah E. Johnson

Date: **10/20/2021**

Broker's Name: **Sarah E. Johnson**
Broker's License #: **FA.100088467**
Address: **1528 Fortino Blvd Pueblo, CO 81007**
Ph: **719-583-7368** Fax: Email Address: **sarah.j@kw.com**

33. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

Broker ☐ **Does** ☐ **Does Not** ☒ **(n/a)** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** ☒ **(n/a)** ☐ This is a **Change of Status.**

☐ **Customer.** Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

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

☐ **n/a**

Brokerage Firm's License #:

Broker's License #:

Brokerage Firm's Name: **n/a**

Broker Date:

Address: **n/a n/a, n/a n/a**

Ph: **n/a** Fax: **n/a** Email Address:

CBS4-5-19. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

- ©2020 MRI Software LLC - All Rights Reserved

RESOLUTION 12-2021

**RESOLUTION OF THE BOARD OF DIRECTORS OF
COLORADO CITY METROPOLITAN DISTRICT
AMENDING RULES AND REGULATIONS TO ADD PROVISIONS REGARDING
OVERNIGHT CAMPING ON DISTRICT PROPERTY AND STREETS AND
ABANDONED VEHICLES**

WHEREAS, Colorado City Metropolitan District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, C.R.S. § 32-1-1001(1)(m) states that, among other powers, the Board of Directors (the "Board") has the power "[t]o adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district"; and

WHEREAS, the Board finds that camping on District-owned property should be restricted to established campgrounds, for the public health and safety of residents and campers, to preserve District property, and encourage camping in areas with sufficient infrastructure to support the camping; and

WHEREAS, the Board finds that camping on streets within the District poses a risk to public health and safety and should not be permitted; and

WHEREAS, the Board finds that abandoned vehicles are prohibited by County Code and that District Rules should reflect such prohibition; and

WHEREAS, the Board would like to amend the Rules and Regulations of the District (the "Rules") to set forth requirements regarding overnight camping and abandoned vehicles on District streets; and

WHEREAS, the Board held a public hearing on the proposed amendments to the Rules on October 12, 2021 after published notice of the proposed amendment; and

WHEREAS, the Board finds that it is in the best interest of the residents of the District to amend the Rules as set forth herein.

NOW, THEREFORE, be it resolved by the Board of Directors of the District as follows:

- 1) The Board hereby amends the District's Rules and Regulations to add a new subsection to Section 2.5.5 under definitions, which will read as follows:

2.5.5 Camping: shall mean residing or dwelling temporarily in a place, with shelter, and conducting activities of daily living, such as eating or sleeping in such place. Without limiting the generality of the foregoing, the term includes the act of staying overnight in a parked motor vehicle, including, but not limited to, recreational vehicles, trailers, fifth wheel trailers, and pop up trailers. The term, however, does not include napping during the day or picnicking, or staying overnight in a permanent structure that meets the requirements of the Pueblo County Code.

- 2) The Board hereby amends the District's Rules and Regulations to add a new subsection to Section 16.2 on Parks, Greenbelt and Open Space, which will read as follows:

16.2.12 Camping: No camping will be allowed on property owned by the District, including without limitation District parks, greenbelts or open space, without prior written approval by the District Manager, except for camping in the Greenhorn Meadows Campground or other established campground in accordance with all rules, regulations, and requirements of such campground. Violation of this provision is subject to the enforcement provisions of Section 16.2.8 of these Rules and Regulations. In addition, violators may be subject to civil actions for trespass or damages.

- 3) The Board hereby amends the District's Rules and Regulations to add a new Section 16.6, which will read as follows:

16.6 DISTRICT STREETS:

16.6.1 Camping: No camping will be allowed on public streets and rights-of-way within the District, without prior written approval by the District Manager. Violation of this provision is subject to the enforcement provisions of Section 16.2.8 of these Rules and Regulations.

16.6.2 Abandoned Vehicles: It shall be unlawful for any person to abandon any vehicle on any public right-of-way, public parking lot or other public property, or upon any private property without the consent of the owner or occupant of said property. An abandoned vehicle is any motor vehicle left standing for more than seventy-two (72) hours upon any portion of a highway right-of-way, public parking lot or other public property, or upon any private property without the consent of the owner or occupant of such property. Violation of this provision is subject to the enforcement provisions of Section 16.2.8 of these Rules and Regulations and County Code.

- 4) The Rules amendments adopted herein shall take effect immediately upon approval of this Resolution. The District Manager is directed to update the Rules and post an updated version on the District's website. The District Manager, or his designee, is authorized to post notices or signs regarding the camping restrictions, to notify individuals in violation of the Rules and to take appropriate actions to enforce the Rules.

Adopted and approved on _____, 2021, by the Board of Directors of Colorado City Metropolitan District, Pueblo County, Colorado.

COLORADO CITY METROPOLITAN DISTRICT

By: _____

Neil Elliot, President

ATTEST:

Gregory Collins, Secretary



2013 International workstar

\$35,500

listed 9 weeks ago in Fountain, CO

Message



About This Vehicle

Exterior color: White - Interior color: Gray

Fuel type: Diesel

2 owners

Seller's Description

Less than 58,000mi. Came from Kansas City water department. Set up for plow and sander but was never... [See more](#)

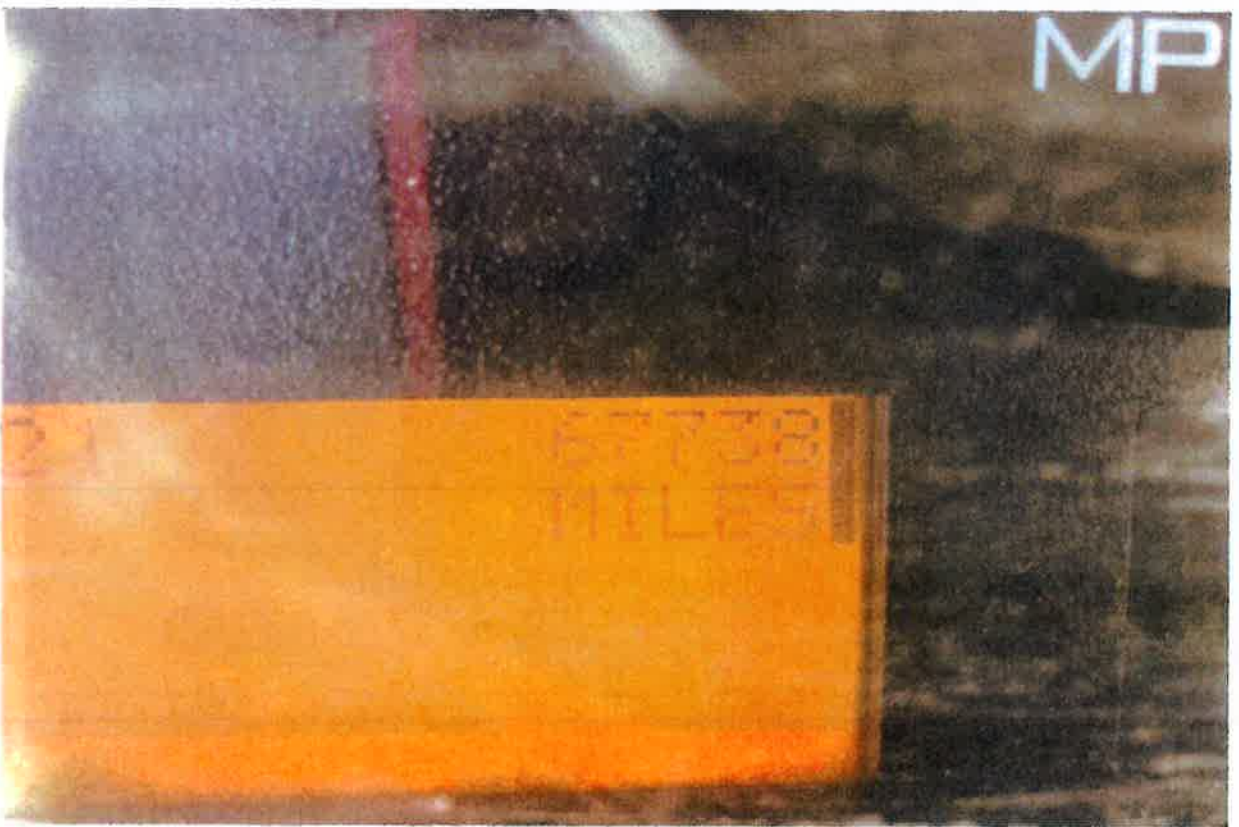


Fountain, CO

Location is approximate

Send seller a message







Colorado City Metropolitan District Authorization Letter

The Colorado City Metropolitan District Board of Directors
Authorizes James P. Eccher District Manager and/or Yvonne Barron Finance Director
To handle Business and Financial matters for the Colorado City Metropolitan District

Neil Elliot Chairman

Greg Collins Secretary

Colorado City Metropolitan District
PO Box 20229
4497 Bent Brothers Blvd
Colorado City CO 81019
719-676-3396



**COLORADO CITY METROPOLITAN DISTRICT
PUBLIC NOTICE
BOARD OF DIRECTORS SPECIAL MEETING**

A **SPECIAL** meeting of the Board of Directors of the Colorado City Metropolitan District will be held Thursday October 21, 2021, **beginning at 6:12 p.m. Called to order by Mr. Collins.**

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE
3. QUORUM CHECK:
Secretary Greg Collins
Treasurer Harry Hochstetler
Director Bob Cook

Also in Attendance:

Jim Eccher, District Manager
Yvonne Barron, Finance Director

4. APPROVAL OF AGENDA. Motion made by Mr. Hochstetler. Second approval Mr. Collins.
Discussion requested by Mr. Cook, why are we having this meeting? All of those in favor. All in favor.
Yes, the motion passes.

5. Agenda Items:

Approval of the Minutes:

Work session	September 28, 2021
Meeting	September 28, 2021

Mr. Hochstetler makes the motion to approve the minutes, Mr. Collins seconds the motion. In favor, Mr. Collins yes, Mr. Hochstetler, yes. Mr. Cook, no. Motion does pass at this time.

Bills Payable:

Mr. Hochstetler makes the motion to approve the minutes, Mr. Collins seconds the motion. In favor, Mr. Collins yes, Mr. Hochstetler, yes. Mr. Cook, no. Motion does pass at this time.

6. ADJOURNMENT:

Motion to adjourn Mr. Hochstetler. Mr. Collins seconds the motion and adjourns the meeting at 6:20 pm.

COLORADO CITY METROPOLITAN DISTRICT

Neil Elliot, Chairperson

ATTEST:

Harry Hochstetler, Treasurer

Approved this 26th day of October, 2021.

These minutes are not verbatim to the meeting and should not be considered a complete record of all discussions during the meeting. For complete proceedings and statements, please refer to the video or audio recording of the meeting.

P.O. Box 20229
Colorado City, Colorado 81019
719 676-3396
colocitymanager@ghvalley.net



Application will be considered for review only if it has been fully completed and received at the Colorado City Metropolitan District office or mailed to and received at the above address by 3p.m. on the Wednesday prior to the next regular meeting. All applications must be accompanied by a check or money order made out to "CCAAC" in the amount appropriate to the fee schedule featured on the back of this application.

Property Owner: SANDY B DALE OGLESBY
Mailing Address: 335 S Monaco Parkway City: DENVER
State: CO ZIP: 80224 Telephone: 720-308-8571 X

Contractor: BETTER BY DESIGN CONTRACTOR
Mailing Address: PO Box 9580 City: Pueblo
State: CO ZIP: 81008 Telephone: 720-939-7745

Requested approval for: ☐ Commercial building ☒ Home ☐ Shed ☐ Fence ☐ Other: _____

Lot: 634 Unit: 5 Legal address, (please verify with CC Metro District): 4341 COLORADO BLVD
4300 MUSTANG WAY 4300 MUSTANG WAY

Type construction: MODULAR Mobile homes: ☒ New ☐ Used - Year built: 2022

Floor area square footage: 2052 SQ FT Square footage required by covenants: _____

REQUIRED ITEMS for submittal of application:

- ☒ Legal description of property with legal address defined as street name & number
- ☒ Plot plans to scale (indicate scale)
- ☒ Property line staked out corners
- ☒ Foundation plan and Building staked out before Excavation
- ☐ One (1) copy of blue print and One (1) electronic copy sent to manager
- ☒ Location of improvements on property - NOTE: front of house must face legal address
- ☐ Exterior dimensions - both primary and secondary buildings N/A
- ☒ Elevations - front, back, sides
- ☒ Accurate setbacks drawn to scale (include easements)
- ☐ Distances between buildings
- ☒ Location of improvements (porches, decks, garages, carports, driveways, accessory buildings, landscaping)
- ☐ Location of propane tank, where applicable N/A
- ☐ Location of street light (where required by covenants) N/A
- ☐ Fence - type of materials, height, and locations N/A
- ☐ Landscaping diagram (if not included in original plans, must be submitted later) N/A
- ☒ Exterior color scheme, type of siding and roofing materials must be indicated

have read and agree to abide by the unit's protective covenants for which this application is submitted:

Property owner's signature: [signature] Date: 7-19-2021

This application will not be accepted until you read and sign on reverse.

CONDITIONS APPLYING TO THIS APPLICATION

- It is clearly understood that the granting of architectural approval does not relieve the owner or building of compliance with Pueblo County Zoning Resolutions and/or Building Codes and Subdivision Regulations; It is also understood that the construction shall commence within 90 days of Colorado City Architectural Advisory Committee (CCAAC) approval. Actual construction period shall not exceed 180 days without committee approval. Failure to comply with these time limitations automatically terminates CCAAC approval. Any changes made to the submitted plans, either before or during construction, must be approved by CCAAC; or applying to the owner's unit. Copies of the covenants are available at the Colorado City Metropolitan District office or at www.colorado.gov/coloradocitymetro.
- Preliminary plans should be brought before CCAAC for approval. One (1) complete set of plans and specifications for construction, including all required items listed on the opposite side of this page, must be submitted for approval. Drawings must be professionally prepared and acceptable for the Pueblo Regional Planning Department.
- CCAAC meets the first and last Tuesdays of each month. After reviewing plans and specifications, CCAAC will approve the submitted plans by the next regular meeting (providing all requirements have been met). The Committee will retain one (1) set of approved plans. Incomplete applications will not be placed on a meeting agenda but will be returned to property owners for completion of missing information.
- Construction must not commence until you have received a Letter of Approval from CCAAC. As stated above, omissions of any information will delay the approval process. All construction must be confined to the lot listed on the reverse side of this document. Greenbelts and adjacent lots must not be used as access or storage during construction.
- **CCAAC is not responsible for any monetary losses you incur;** therefore, you are encouraged to obtain approval before proceeding with construction or purchases affected by this application.

CCAAC Fee Schedule

Please note that a check or money order for the appropriate amount must be included with your application

<u>Commercial/Industrial</u>	<u>\$400.00</u>
<u>Multifamily Residential</u>	<u>\$300.00</u>
<u>New Single Family Residential</u>	<u>\$200.00</u>
<u>Sheds/Fences/Garages/Carports/Decks</u>	<u>\$ 40.00</u>
<u>Remodeling Residential</u>	<u>\$ 50.00</u>
<u>Re-Roofing</u>	<u>\$ 25.00</u>

NOTE: A Late Fee amounting to double the original filing fee will be charged if filing application AFTER construction has begun. For instance, if filing after construction of a shed, that amount would be \$80 (\$40 application fee + \$40 late fee) and must accompany application.

I have read and understand the provisions of this application and understand that incomplete applications will be returned to me for the required information before being considered by CCAAC.

Property Owner Signature: _____



Date: _____

FOUNDATION NOTES

GENERAL

1. ALL CONSTRUCTION MUST COMPLY WITH THE IRC 2015
2. ALL CONCRETE SHALL REST ON BEARING STRUTS. BEARING STRUTS SHALL BE CONSTRUCTED OF 4" X 4" LAMINATED PLYWOOD OR EQUIVALENT AND SHALL BE PLACED ON WATER. SHOWN FOUNDATION SHALL BE CONSTRUCTED OF 12" X 12" REINFORCED CONCRETE. THE FOUNDATION SHALL BE CONSTRUCTED AT AN ELEVATION SO THAT IT DOES NOT PROTECT DAMAGE. BUILDING IN ALL DIRECTIONS.

CONCRETE

4. MATERIALS AND WORKMANSHIP SHALL CONFORM TO ACI 318-09
5. ALL FOUNDATION AND INTERIOR SLAB ON GRADE SHALL BE CONSTRUCTED WITH 12" X 12" REINFORCED CONCRETE. ALL FOUNDATION AND INTERIOR SLAB ON GRADE SHALL BE CONSTRUCTED WITH 12" X 12" REINFORCED CONCRETE. ALL FOUNDATION AND INTERIOR SLAB ON GRADE SHALL BE CONSTRUCTED WITH 12" X 12" REINFORCED CONCRETE.

7. CONTROL JOINTS AND CONTRACTION JOINTS IN ALL CONCRETE SHALL BE SPACED TO ENCLOSE NO MORE THAN 12" OF CONCRETE. JOINTS SHALL BE LOCATED AT THE CENTER OF EACH BAY. JOINTS SHALL BE LOCATED AT THE CENTER OF EACH BAY.

STEEL REINFORCEMENT

8. ALL REINFORCEMENT SHALL BE NEW STEEL, DEFORMED BARS, ETC.
9. ALL REINFORCEMENT SHALL BE SPACED TO ENCLOSE NO MORE THAN 12" OF CONCRETE. JOINTS SHALL BE LOCATED AT THE CENTER OF EACH BAY. JOINTS SHALL BE LOCATED AT THE CENTER OF EACH BAY.

10. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A186. ALL BENDS SHALL BE MADE COLD.
11. ALL WALLS AND COLLARS SHALL BE DOWELED INTO FOUNDATION WITH 4" X 4" LAMINATED PLYWOOD OR EQUIVALENT.

12. ALL WALLS AND COLLARS SHALL BE DOWELED INTO FOUNDATION WITH 4" X 4" LAMINATED PLYWOOD OR EQUIVALENT.
13. ALL REINFORCING STEEL SHALL BE SECURELY WELDED AND PROTECTED ABOVE THE GROUND AND AWAY FROM FORMS.

14. PROVIDE CORNER BARS THE SAME SIZE AND SPACING AS THE HORIZONTAL REINFORCEMENT AT THE CORNERS AND OF ALL WALLS, BEAMS AND FOOTINGS.
15. ALL CORNER BARS, CONTRACTIONS BARS IN WALL, SLAB, AND FOOTING SHALL BE LAPED 4 BAR DIAMETERS. WELDED WIRE FABRIC SHALL BE SPACED TO ENCLOSE NO MORE THAN 12" OF CONCRETE. JOINTS SHALL BE LOCATED AT THE CENTER OF EACH BAY. JOINTS SHALL BE LOCATED AT THE CENTER OF EACH BAY.

16. ALL DIMENSIONS SHOWING THE LOCATION OF CORNER BARS, CONTRACTIONS BARS IN WALL, SLAB, AND FOOTING SHALL BE AS FOLLOWS:

NO. 4 AND LARGER BARS	7" (3" IF EXPOSED TO EARTH)
NO. 6 AND LARGER BARS	7" (3" IF EXPOSED TO EARTH)
SLAB ON GRADE	7" (3" IF EXPOSED TO EARTH)

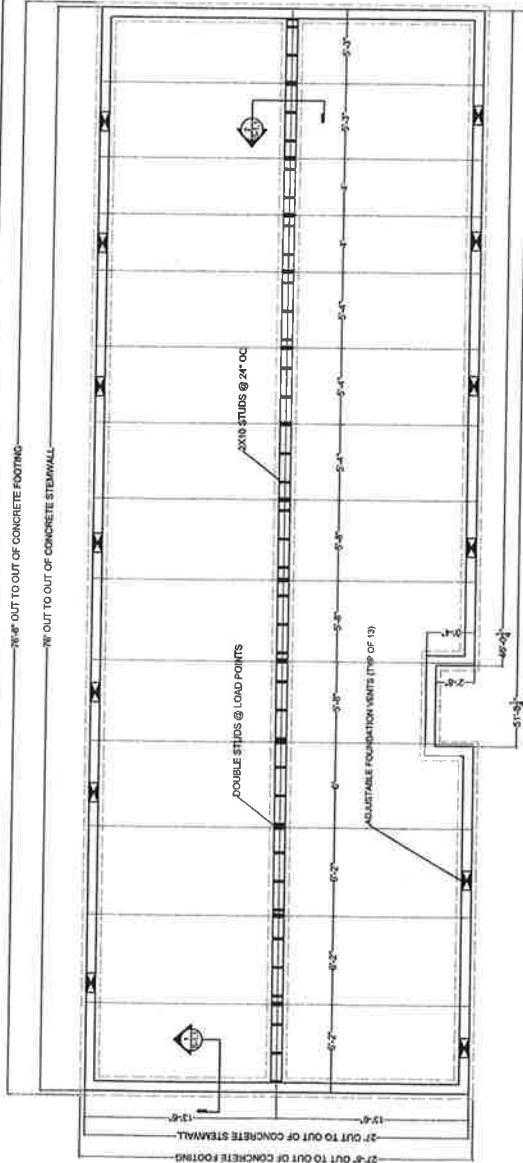


S-1.1

SUMMIT ENGINEERING CO.
ENGINEERING FIRM
114329 AND 114330
114329 AND 114330
114329 AND 114330

DATE: 08/14/21
DRAWN BY: JAC
CHECKED BY: JAC
DATE: 08/14/21

DALE & SANDY OGLESBY
114329 AND 114330
114329 AND 114330
114329 AND 114330

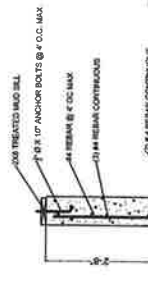


FOUNDATION PLAN

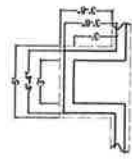
CONTRACTOR MUST PRELIMINARY FRAME SPACING AND OVERALL DIMENSIONS OF THE ACTUAL HOME PRIOR TO LAYING OUT THE FOUNDATION



2 INTERIOR FOOTING DETAIL



1 INTERIOR FOOTING DETAIL



OPTION 1
IT IS THE OWNERS / CONTRACTORS RESPONSIBILITY TO RETURN THE LOCATION AND TYPE OF GRAVEL SPACES TO BE INSTALLED

THIS DRAWING IS THE PROPERTY OF SUMMIT ENGINEERING COMPANY AND IS ONLY TO BE USED AT THE PROJECT AND FOR THE PROJECT. ANY OTHER USE MUST HAVE THE WRITTEN APPROVAL BY SUMMIT ENGINEERING COMPANY.

ALL DIS MOP SINK + ADDED BASE CAB

48" x 72" TILE SHOWER
w/ BENCH + DOOR

ON CABS ABOVE
WASH/PREYER

5.6.0.

EXT 6F1

UNFIN

LINEN
CAB

INT. 6F1
x2

36" BARN
DOOR - GRAY

24" RECESSED
ENTRYWAY

1/2 GLASS
MAJESTIC

GAS FLP

TRAY CEILING

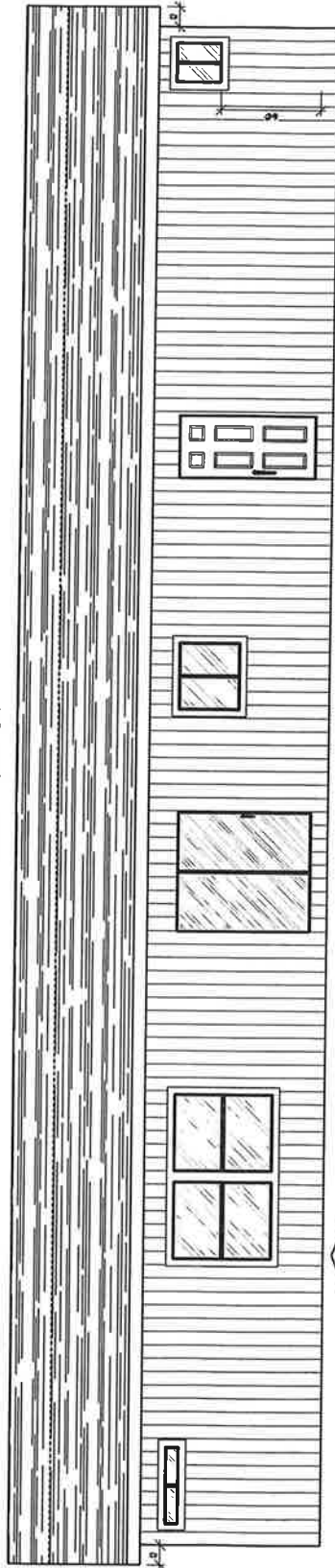
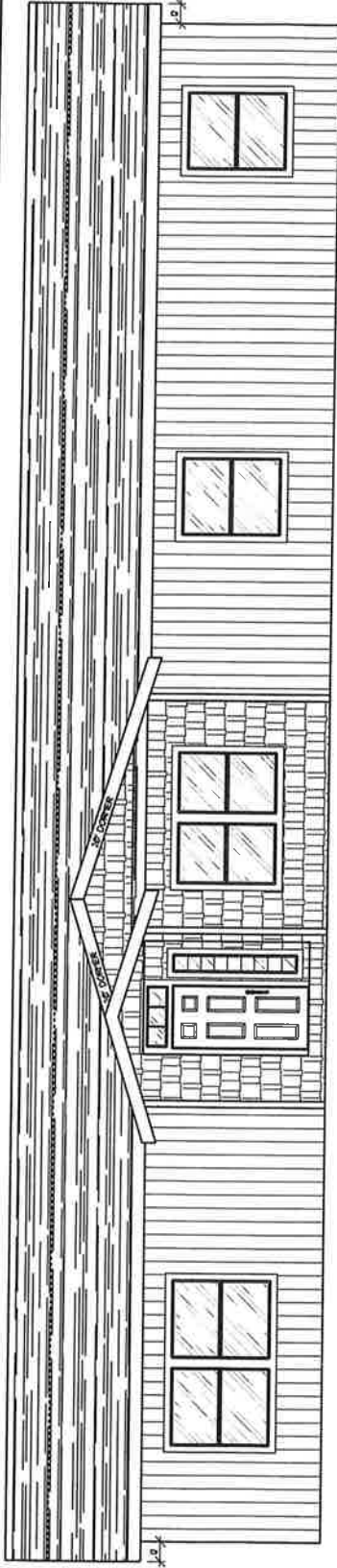
Clayton albuquerque		3700 Camino de las Arroyos, NE 87118 (201) 344-0000 JH	
SALES		PRODUCT: ALBUQUERQUE MODEL NO: K277BA DATE: 2.05.02 DRAWING FILE: K277BA	
REVISIONS 1. 07/20/01 BY: JH 2. 07/20/01 BY: JH 3. 07/20/01 BY: JH		SHEET: 1A-1 DATE: 3-7-00 DRAWN BY:	

06LESBY IRC

27' x 76' = 2052 SQ. FT.

THIS IS A PRELIMINARY SALES PRINT ONLY AND SHOULD ONLY BE USED AS A REFERENCE. THE LAYOUT IS SUBJECT TO CHANGE DUE TO ENGINEERING AND DESIGN.

ZACH PRELIMINARY 2344



PROJECT:	ALBUQUERQUE	SERIES:	KARSTEN	MODEL NO.:	K2778A
SQ. FT.:	2,052	DRIVING FILE INCORPORATION:			
DESIGN BY:	2,040	DATE CALLED:	7-25-21	SHEET:	2A

ELEVATION - A

DRAWING TITLE

GENERAL NOTES

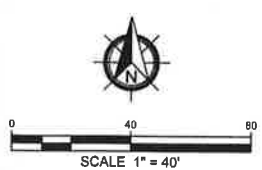
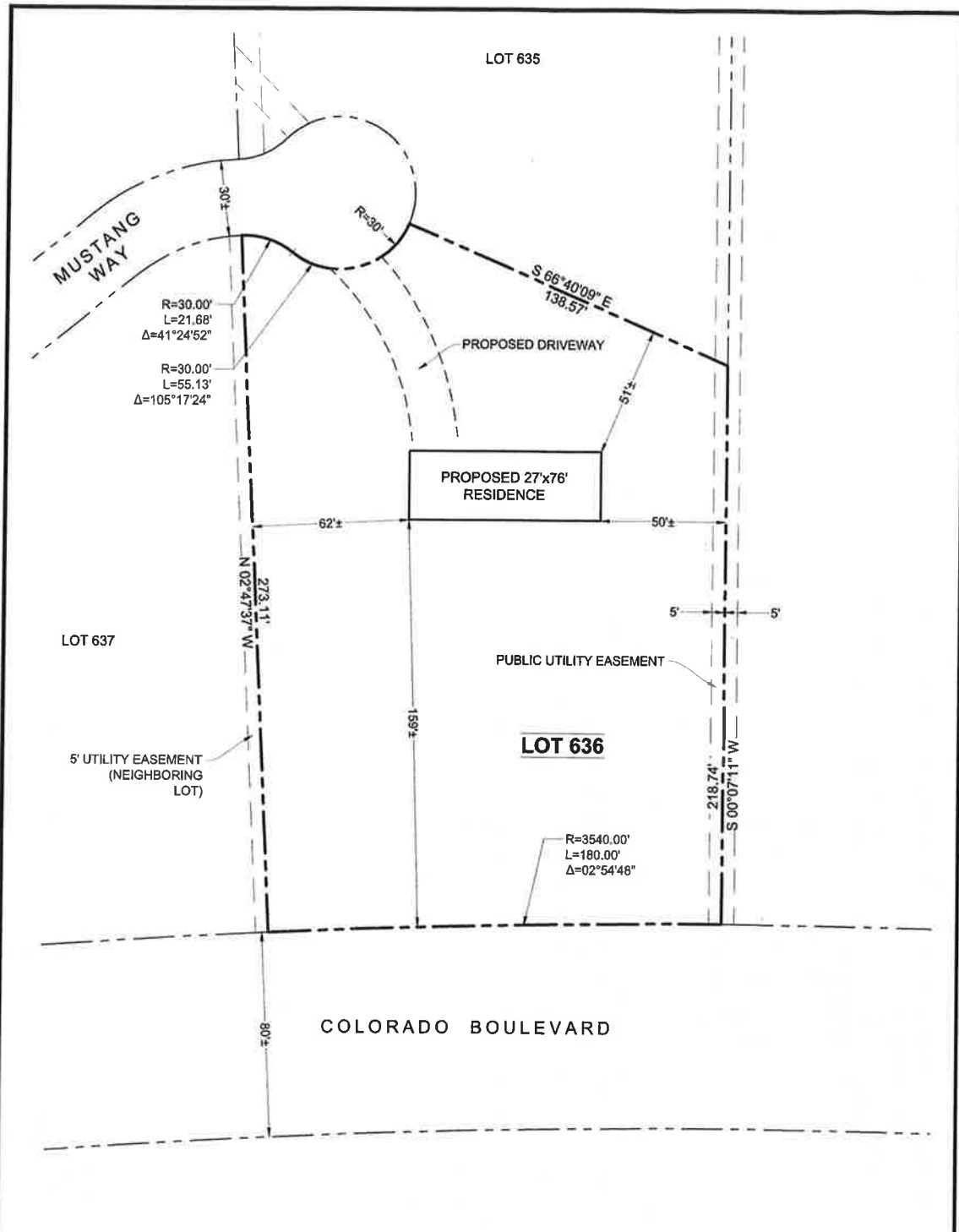
BY DATE

REVISIONS

DATE PRINTED:	1/25/2021 1:29 AM
PRINTED BY:	Rachel, Nancy
SAVED BY:	Rachel







clayton **Karsten** **albuquerque** **HOUSING**

17000 Karsten Ct. S.E. Albuquerque, NM 87102 (505) 247-3500 ext.



LEGEND	
	PROPERTY BOUNDARY
	EASEMENT AS DESCRIBED
	PROPOSED DRIVEWAY



Job: 210825SP	Print Draft: A	Date: 08-26-2021	PROJECT	SUBMITTAL HISTORY		SHEET NAME
Designed By: ###	Drawn By: KFA	Checked By: SEJ	Oglesby Site Plot Plan	1	—	Plan
 <div>SUMMIT ENGINEERING CO. ENGINEERS & LAND SURVEYORS P: 719-589-6147 F: 719-589-6633 Loc: 1317 State Ave. Alamosa, CO 81101 Mail: P.O. Box 1897 Alamosa, CO 81101 www.summitengineering.co summitengco@gmail.com</div>			2	—	S-101	
			3	—		
				—		
				—		
				—		
Lot 636, Unit 5, Colorado City (Mustang Way)				—	SHEET NO. 1 OF 1	
Pueblo County Owner: Dale and Sandy Oglesby				—		