

## RESOLUTION NO. 76-23

### A RESOLUTION AUTHORIZING THE PURCHASE OF CONDOMINIUM UNIT 6 LOCATED AT 2525 N. 8 STREET, GRAND JUNCTION, COLORADO, FROM SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM INC. A KANSAS NON-PROFIT CORPORATION AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

#### RECITALS:

The City Manager has entered into a contract (Contract) with Sisters of Charity of Leavenworth Health System Inc. a Kansas non-profit corporation (Seller) for the sale by the Seller and the purchase by the City of condominium unit 6 at 2528 N. 8th Street, Grand Junction, Colorado (Unit 6.)

In 2018, the City Council approved an agreement with Marathon Health, LLC to provide eligible employees, dependents, and retirees health clinic services. The goal of the clinic is that of offering a convenient, no-cost medical, mental health, and wellness benefit to eligible patients but also to target, identify, and manage chronic illness to reduce future long-term medical costs. In 2019 the City purchased office space for the health clinic in the same building as Unit 6 is located; however, expansion of that unit is not possible. Unit 6, nearly double in size, offers the opportunity to expand health clinic services, encompassing physical therapy, functional movement, therapeutic massage, and enhanced behavioral health care offerings. Unit 6 has previously been used as a medical office building.

The City Council has considered the Contract and in the totality of the circumstances deems the purchase of Unit 6 reasonable, necessary, and proper.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. That the City Council hereby authorizes the purchase of the Unit 6 of the Wellington Medical Building Condominium, located at 2525 N. 8<sup>th</sup> Street, Grand Junction, Colorado by the City for a price of \$185,000.00. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of Unit 6 which are consistent with the provisions of the Contract to Buy and Sell Real Estate (copy attached) and this Resolution are hereby ratified, approved and confirmed.
2. That the City Council hereby authorizes the expenditure of \$185,000.00 of appropriated and budgeted funds to purchase Unit 6 and an additional sum for the payment of necessary and reasonable expenses to be paid at closing for the purchase.
3. That the officers, employees, and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the attached Contract to Buy and Sell Real Estate (Contract), including,

without limitation, as may be necessary or desirable to effect the purchase of Unit 6 as described in the Contract.

PASSED and ADOPTED this 16<sup>th</sup> day of August 2023.



Anna M. Stout  
President of the City Council

ATTEST:



Amy Phillips  
City Clerk





Bray Commercial  
 1015 N. 7th Street Grand Junction, CO 81505  
 Theresa Englbrecht  
 Ph: 970-241-2909  
 Fax: 970-241-6223

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

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

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

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

Date: 7/25/2023

**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. City Of Grand Junction (Buyer) will take title to the Property described below as  
 Joint Tenants  Tenants In Common  Other Municipality.

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

2.3. Seller. SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC., A KANSAS NON-PROFIT CORPORATION (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 Mesa, Colorado (insert legal description):

UNIT 6 WELLINGTON MEDICAL BUILDING CONDOMINIUM NO 2 AS FILED RECP NO 1184841 & DECLARATION RECD B-1094 P-559 THRU 582 & AMENDED B-1188 P-712 THRU 715 MESA CO RECORD IN SEC 11 1S 1W

known as: 2525 N 8th Street, Unit 6 Grand Junction, CO 81505

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

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

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

57           **2.5.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this  
58 Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors,  
59 window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery  
60 rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide  
61 alarms, smoke/fire detectors and all keys.

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

64 n/a

65  
66           **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must  
67 be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate  
68 taxes for the year of Closing), liens and encumbrances, except:

69 n/a

70  
71           **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of  
72 sale or other applicable legal instrument.

73           **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:  
74 n/a; and the use or ownership of the following storage facilities:

75 n/a

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

78  
79           **2.5.7. Leased Items.** The following personal property is currently leased to Seller which will be  
80 transferred to Buyer at Closing (Leased Items):

81 n/a

82           **2.5.8. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:  
83 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes  
84 (except personal property taxes for the year of Closing), liens and encumbrances, except . Conveyance will  
85 be by bill of sale or other applicable legal instrument.

86           **2.6. Exclusions.** The following items are excluded (Exclusions):

87 n/a

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89           **2.7. Water Rights/Well Rights.**

90    **2.7.1. Deeded Water Rights.** The following legally described water rights:

91 n/a

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

93    **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§  
94 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

95 n/a

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

103 n/a.

104    **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as  
105 follows:

106 n/a

107  
108           **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights  
109 Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such  
110 rights to Buyer by executing the applicable legal instrument at Closing.

111           **2.7.6. Water Rights Review.** Buyer  Does  Does Not have a Right to Terminate if  
112 examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination**  
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116 **Deadline.**

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

119 **3.1. Dates and Deadlines.**

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Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5 pm
2	§ 4	Alternative Earnest Money Deadline	7/31/2023 Monday
		<b>Title</b>	
3	§ 8	Record Title Deadline (and Tax Certificate)	8/7/2023 Monday
4	§ 8	Record Title Objection Deadline	8/9/2023 Wednesday
5	§ 8	Off-Record Title Deadline	8/7/2023 Monday
6	§ 8	Off-Record Title Objection Deadline	8/9/2023 Wednesday
7	§ 8	Title Resolution Deadline	8/10/2023 Thursday
8	§ 8	Third Party Right to Purchase/Approve Deadline	n/a
		<b>Owners' Association</b>	
9	§ 7	Association Documents Deadline	8/7/2023 Monday
10	§ 7	Association Documents Termination Deadline	8/9/2023 Wednesday
		<b>Seller's Disclosures</b>	
11	§ 10	Seller's Property Disclosure Deadline <i>mdk</i> <i>QC</i>	<del>8/7/2023 Monday</del>
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
		<b>Loan and Credit</b>	
13	§ 5	New Loan Application Deadline	n/a
14	§ 5	New Loan Terms Deadline	n/a
15	§ 5	New Loan Availability Deadline	n/a
16	§ 5	Buyer's Credit Information Deadline	n/a
17	§ 5	Disapproval of Buyer's Credit Information Deadline	n/a
18	§ 5	Existing Loan Deadline	n/a
19	§ 5	Existing Loan Termination Deadline	n/a
20	§ 5	Loan Transfer Approval Deadline	n/a
21	§ 4	Seller or Private Financing Deadline	n/a
		<b>Appraisal</b>	
22	§ 6	Appraisal Deadline	n/a
23	§ 6	Appraisal Objection Deadline	n/a
24	§ 6	Appraisal Resolution Deadline	n/a
		<b>Survey</b>	
25	§ 9	New ILC or New Survey Deadline	n/a
26	§ 9	New ILC or New Survey Objection Deadline	n/a
27	§ 9	New ILC or New Survey Resolution Deadline	n/a
		<b>Inspection and Due diligence</b>	
28	§ 2	Water Rights Examination Deadline	n/a

174	29	§ 8	Mineral Rights Examination Deadline	n/a
175	30	§ 10	Inspection Termination Deadline	8/29/2023 Tuesday
176	31	§ 10	Inspection Objection Deadline	8/25/2023 Friday
177	32	§ 10	Inspection Resolution Deadline	8/28/2023 Monday
178	33	§ 10	Property Insurance Termination Deadline	8/25/2023 Friday
179	34	§ 10	Due Diligence Documents Delivery Deadline	8/7/2023 Monday
180	35	§ 10	Due Diligence Documents Objection Deadline	8/9/2023 Wednesday
181	36	§ 10	Due Diligence Documents Resolution Deadline	8/10/2023 Thursday
182	37	§ 10	Environmental Inspection Termination Deadline	n/a
183	38	§ 10	ADA Evaluation Termination Deadline	n/a
184	39	§ 10	Conditional Sale Deadline	n/a
185	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
186	41	§ 11	Estoppel Statements Deadline	n/a
187	42	§ 11	Estoppel Statements Termination Deadline	n/a
188			<b>Closing and Possession</b>	
189	43	§ 12	Closing Date	8/31/2023 Thursday
190	44	§ 17	Possession Date	8/31/2023 Thursday
191	45	§ 17	Possession Time	dod
192	46	§ 27	Acceptance Deadline Date <i>mak</i> <i>gc</i> <i>7/31/23</i>	<del>7/28/2023 Friday</del>
193	47	§ 27	Acceptance Deadline Time	5 pm
194	48	n/a	n/a	n/a
195	49	n/a	n/a	n/a

207 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or  
 208 completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision  
 209 containing the deadline is deleted. Any box checked in this Contract means the corresponding provision  
 210 applies. If no box is checked in a provision that contains a selection of "None", such provision means that  
 211 "None" applies.  
 212

213 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have  
 214 signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.  
 215

216 **3.3. Day; Computation of Period of Days; Deadlines.**

217 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m.,  
 218 United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of**  
 219 **Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines,  
 220 Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day  
 221 specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank  
 222 or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.  
 223

224 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after  
 225 MEC), when the ending date is not specified, the first day is excluded and the last day is included.  
 226

227 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday  
 228 (Holiday), such deadline  Will  Will Not be extended to the next day that is not a Saturday, Sunday or  
 229 Holiday. Should neither box be checked, the deadline will not be extended.  
 230

231 **4. PURCHASE PRICE AND TERMS.**

232 4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as  
233 follows:  
234

235 Item No.	236 Reference	237 Item	238 Amount	239 Amount
240 1	241 § 4.1.	242 Purchase Price	243 \$ 185,000.00	
244 2	245 § 4.3.	246 Earnest Money		247 \$ 3,500.00
248 3	249 § 4.5.	250 New Loan		251 \$
252 4	253 § 4.6.	254 Assumption Balance		255 \$
256 5	257 § 4.7.	258 Private Financing		259 \$
260 6	261 § 4.7.	262 Seller Financing		263 \$
264 7	265 n/a	266 n/a		267 \$
268 8	269 n/a	270 n/a		271 \$
272 9	273 § 4.4.	274 Cash at Closing		275 \$ 181,500.00
276 10		277 Total	278 \$ 185,000.00	279 \$ 185,000.00

280 4.2. Seller Concession. At Closing, Seller will credit to Buyer \$0 (Seller Concession). The Seller  
281 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed  
282 by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of  
283 allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs,  
284 loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or  
285 expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere  
286 in this Contract.  
287

288 4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a check or wire  
289 transfer, will be payable to and held by Land title Company (Earnest Money Holder), in its trust account,  
290 on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this  
291 Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The  
292 parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing  
293 Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on  
294 Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to  
295 Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest  
296 Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.  
297

298 4.3.1. **Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if  
299 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.  
300

301 4.3.2. **Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,  
302 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as  
303 set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not  
304 already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer  
305 or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three  
306 days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in §  
307 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an  
308 Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller,  
309 written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.  
310

311 4.3.2.1. **Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute  
312 and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and  
313 liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the  
314 Earnest Money due to a Buyer default.  
315

316 4.3.2.2. **Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute  
317 and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and  
318 liable to Seller as set forth in "If Buyer is in Default", § 20.1 and § 21, unless Buyer is entitled to the Earnest  
319 Money due to a Seller Default.  
320

321 4.4. Form of Funds; Time of Payment; Available Funds.

291 4.4.1. **Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds,  
292 Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including  
293 electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

294 4.4.2. **Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be  
295 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by  
296 Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

297 4.4.3. **Available Funds.** Buyer represents that Buyer, as of the date of this Contract,  **Does**  
298  **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount  
299 stated as Cash at Closing in § 4.1.

300 4.5. **New Loan.** (Omitted as inapplicable)

301 4.6. **Assumption.** (Omitted as inapplicable)

302 4.7. **Seller or Private Financing.** (Omitted as inapplicable)

## 303 304 305 306 **TRANSACTION PROVISIONS** 307

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

309 5.3. **Credit Information.** (Omitted as inapplicable)

310 5.4. **Existing Loan Review.** (Omitted as inapplicable)

311 6. **APPRAISAL PROVISIONS.**

312 6.1. **Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified  
313 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised  
314 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs  
315 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

316 6.2. **Appraised Value.** The applicable appraisal provision set forth below applies to the respective  
317 loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

318 6.2.1. **Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is  
319 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**  
320 Buyer may, on or before **Appraisal Objection Deadline**:

321 6.2.1.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract  
322 is terminated; or

323 6.2.1.2. **Appraisal Objection.** Deliver to Seller a written objection accompanied by either a  
324 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the  
325 Purchase Price (Lender Verification).

326 6.2.1.3. **Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before  
327 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on  
328 or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**  
329 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such  
330 termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

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

338 6.4. **Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be  
339 timely paid by  Buyer  Seller. The cost of the Appraisal may include any and all fees paid to the  
340 appraiser, appraisal management company, lender's agent or all three.



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

351 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A  
352 COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.  
353 THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'  
354 ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND  
355 REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND  
356 REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,  
357 INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES  
358 NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY  
359 AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND  
360 REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE  
361 PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF  
362 THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY  
363 WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL  
364 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ  
365 THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF  
366 THE ASSOCIATION.  
367

368  
369 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association  
370 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller  
371 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's  
372 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association  
373 Documents, regardless of who provides such documents.

374 **7.3. Association Documents.** Association documents (Association Documents) consist of the  
375 following:

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

380 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or  
381 managers' meetings; such minutes include those provided under the most current annual disclosure required  
382 under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the  
383 minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent  
384 minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

385  
386 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual  
387 Disclosure, including, but not limited to, property, general liability, association director and officer professional  
388 liability and fidelity policies. The list must include the company names, policy limits, policy deductibles,  
389 additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

390 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special  
391 assessments as disclosed in the Association's last Annual Disclosure;

392  
393 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's  
394 operating budget for the current fiscal year, (2) the Association's most recent annual financial statements,  
395 including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual  
396 Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the  
397 fees and charges (regardless of name or title of such fees or charges) that the Association's community  
398 association manager or Association will charge in connection with the Closing including, but not limited to,  
399 any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or  
400 update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record  
401 Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves  
402 or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial  
403 Documents);

404  
405 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under §  
406 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or

407 disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's  
408 obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts;  
409 Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or  
410 limited common elements of the Association property.

411 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents.  
412 Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination**  
413 **Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole  
414 subjective discretion. Should Buyer receive the Association Documents after **Association Documents**  
415 **Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate  
416 received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does  
417 not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be  
418 received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before  
419 Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions  
420 of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision,  
421 notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).  
422

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

### 424 8.1. Evidence of Record Title.

425  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the  
426 title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record**  
427 **Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title  
428 Commitment), in an amount equal to the Purchase Price, or if this box is checked,  an **Abstract of Title**  
429 certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as  
430 soon as practicable at or after Closing.  
431

432  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the  
433 title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record**  
434 **Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title  
435 Commitment), in an amount equal to the Purchase Price.  
436 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.  
437

438 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain  
439 Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or  
440 insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3)  
441 survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time  
442 of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and  
443 unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be  
444 paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  Other n/a.  
445 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or  
446 delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may  
447 require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance  
448 Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title,  
449 Resolution).  
450

451 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,  
452 declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other  
453 documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in  
454 the Title Commitment furnished to Buyer (collectively, Title Documents).  
455

456 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**,  
457 copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of  
458 the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the  
459 documents required in this Section will be at the expense of the party or parties obligated to pay for the  
460 owner's title insurance policy.  
461

462 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title  
463 covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**  
464

7-1  
466 **Deadline.**

467 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment  
468 and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before  
469 **Record Title Objection Deadline.** Buyer's objection may be based on any unsatisfactory form or content of  
470 Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in  
471 Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not  
472 received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title  
473 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title  
474 Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such  
475 documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer,  
476 (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the  
477 Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this  
478 § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to  
479 Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all  
480 documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to  
481 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition  
482 of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.  
483

484 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true  
485 copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all  
486 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or  
487 other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters).  
488 This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has  
489 the right to inspect the Property to investigate if any third party has any right in the Property not shown by  
490 public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to  
491 Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed  
492 by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole  
493 subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an  
494 Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of  
495 Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives  
496 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title  
497 objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If  
498 Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline  
499 specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not  
500 shown by public records of which Buyer has actual knowledge.  
501  
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503 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL**  
504 **OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**  
505 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS**  
506 **MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING**  
507 **OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A**  
508 **DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES.**  
509 **BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS**  
510 **LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF**  
511 **TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD**  
512 **OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY**  
513 **ASSESSOR.**  
514

515 **8.5. Tax Certificate.** A tax certificate paid for by  Seller  Buyer, for the Property listing any  
516 special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before  
517 **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is  
518 unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title**  
519 **Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's  
520 option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or  
521 before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if  
522 Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's  
523

524 Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice  
525 to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the  
526 Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate  
527 under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the  
528 Tax Certificate, the Tax Certificate will be paid for by Seller.

529 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property  
530 (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a  
531 third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly  
532 submit this Contract according to the terms and conditions of such right. If the third-party holder of such right  
533 exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or  
534 expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly  
535 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this  
536 Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will  
537 then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the  
538 Property on or before the Record Title Deadline.

540 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole  
541 subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), §  
542 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's  
543 rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has  
544 the following options:

546 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title  
547 matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not  
548 agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on  
549 the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's  
550 Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to  
551 Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
552 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3.  
553 (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or  
554 fifteen days after Buyer's receipt of the applicable documents; or

556 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under §  
557 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole  
558 subjective discretion.

559 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and  
560 should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the  
561 title, ownership and use of the Property, including, without limitation, boundary lines and encroachments,  
562 set-back requirements, area, zoning, building code violations, unrecorded easements and claims of  
563 easements, leases and other unrecorded agreements, water on or under the Property and various laws and  
564 governmental regulations concerning land use, development and environmental matters.

566 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
567 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND**  
568 **TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE**  
569 **MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL,**  
570 **GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE**  
571 **PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF**  
572 **THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

574 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**  
575 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**  
576 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE**  
577 **COUNTY CLERK AND RECORDER.**

578 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**  
579 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,**  
580 **WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,**  
581

562 **PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING**  
563 **FACILITIES.**

564 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
565 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,**  
566 **INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE**  
567 **COLORADO OIL AND GAS CONSERVATION COMMISSION.**

568 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be  
569 excepted, excluded from, or not covered by the owner's title insurance policy.

570 **8.9. Mineral Rights Review.** Buyer  Does  Does Not have a Right to Terminate if examination of  
571 the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline.**

572  
573  
574 **9. NEW ILC, NEW SURVEY.**  
575

576 **9.1. New ILC or New Survey.** If the box is checked, (1)  **New Improvement Location Certificate**  
577 **(New ILC); or, (2)  New Survey in the form of n/a; is required and the following will apply:**

578 **9.1.1. Ordering of New ILC or New Survey.**  Seller  Buyer will order the New ILC or New  
579 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,  
580 certified and updated as of a date after the date of this Contract.

581 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on  
582 or before Closing, by:  Seller  Buyer or:

583 n/a

584 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or  
585 the provider of the opinion of title if an Abstract of Title) and n/a will receive a New ILC or New Survey on or  
586 before **New ILC or New Survey Deadline.**

587 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by  
588 the surveyor to all those who are to receive the New ILC or New Survey.

589 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a  
590 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller  
591 or change to the **New ILC or New Survey Objection Deadline.** Buyer may, in Buyer's sole subjective  
592 discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

593 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New  
594 ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to  
595 Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection**  
596 **Deadline,** notwithstanding § 8.3. or § 13:

597 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is  
598 terminated; or

599 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter  
600 that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer  
601 requires Seller to correct.

602 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received  
603 by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not  
604 agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline,** this  
605 Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline,** unless Seller  
606 receives Buyer's written withdrawal of the **New ILC or New Survey Objection** before such termination (i.e., on  
607 or before expiration of **New ILC or New Survey Resolution Deadline**).

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<b>DISCLOSURE, INSPECTION AND DUE DILIGENCE</b>
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**10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.**

**10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller  
agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's

641 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date  
642 of this Contract.

643 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller  
644 must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract.  
645 Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an  
646 adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer.  
647 Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days  
648 after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer  
649 acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All  
650 Faults."

651  
652 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right  
653 to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and  
654 Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not  
655 limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other  
656 mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service  
657 to the Property (including utilities and communication services), systems and components of the Property  
658 (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or  
659 (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the  
660 Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

661 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify  
662 Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition,  
663 provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this  
664 provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

665 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to  
666 Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

667 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before  
668 **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on  
669 or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline**  
670 unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on  
671 or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and  
672 the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by  
673 executing an Earnest Money Release.

674 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other  
675 written agreement between the parties, is responsible for payment for all inspections, tests, surveys,  
676 engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that  
677 occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any  
678 kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold  
679 Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any  
680 such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by  
681 Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including  
682 Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the  
683 termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection  
684 Resolution.

685 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance**  
686 **Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and  
687 premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

688 **10.6. Due Diligence.**

689 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents  
690 and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or  
691 before **Due Diligence Documents Delivery Deadline**:

692 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other  
693 occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining  
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695  
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698

699 to the Property that survive Closing are as follows (Leases):

700 delivery of deed N/A mdk GC

701 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.7., Leased  
702 Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information  
703 pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.  
704 Buyer  Will  Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7.,  
705 Leased Items).  
706

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708 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are  
709 encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the  
710 evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due**  
711 **Diligence Documents Delivery Deadline**. Buyer  Will  Will Not assume the debt on the Encumbered  
712 Inclusions (§ 2.5.4., Encumbered Inclusions).  
713

714 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally  
715 deliver copies of the following:

716  **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the  
717 Property;

718  **10.6.1.4.2.** Property tax bills for the last n/a years;

719  **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements,  
720 including architectural, electrical, mechanical and structural systems; engineering reports; and permanent  
721 Certificates of Occupancy, to the extent now available;

722  **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

723  **10.6.1.4.5.** Operating statements for the past n/a years;

724  **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

725  **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete  
726 but has not yet completed and capital improvement work either scheduled or in process on the date of this  
727 Contract;

728  **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims  
729 which have been made for the past 3 years;

730  **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the  
731 Property (if not delivered earlier under § 8.3.);

732  **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II  
733 environmental reports, letters, test results, advisories and similar documents respective to the existence or  
734 nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or  
735 underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller,  
736 Seller warrants that no such reports are in Seller's possession or known to Seller;

737  **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning  
738 the compliance of the Property with said Act;

739  **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any  
740 governmental authority with jurisdiction over the Property and written notice of any violation of any such  
741 permits, licenses or use authorizations, if any; and

742  **10.6.1.4.13.** Other:

743 n/a

744 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and  
745 object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or  
746 are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**  
747 **Objection Deadline**:

748 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract  
749 is terminated; or

750 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of

757 any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

758 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection  
759 is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller  
760 have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution**  
761 **Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller  
762 receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e.,  
763 on or before expiration of **Due Diligence Documents Resolution Deadline**.  
764

765 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence**  
766 **Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by  
767 any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.  
768

769 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental  
770 inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable.  
771  Seller  Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental**  
772 **Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for  
773 Environmental Site Assessments) and/or n/a, at the expense of  Seller  Buyer (Environmental  
774 Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property  
775 complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations  
776 must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any  
777 Seller's tenants' business uses of the Property, if any.

778 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site  
779 Assessment, the **Environmental Inspection Termination Deadline** will be extended by n/a days (Extended  
780 Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection  
781 Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such  
782 event,  Seller  Buyer must pay the cost for such Phase II Environmental Site Assessment.  
783

784 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this §  
785 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection**  
786 **Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on  
787 any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.  
788

789 Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**,  
790 based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.  
791

792 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of  
793 that certain property owned by Buyer and commonly known as none. Buyer has the Right to Terminate  
794 under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**  
795 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of  
796 Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer  
797 waives any Right to Terminate under this provision.  
798

799 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).**  
800 **[Intentionally Deleted - See Residential Addendum if applicable]**  
801

802 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of  
803 the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions  
804 or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend,  
805 alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the  
806 Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or  
807 delayed.  
808

809 **10.10. Lead-Based Paint.** **[Intentionally Deleted - See Residential Addendum if applicable]**  
810

811 **10.11. Carbon Monoxide Alarms.** **[Intentionally Deleted - See Residential Addendum if**  
812 **applicable]**  
813

814 **10.12. Methamphetamine Disclosure.** **[Intentionally Deleted - See Residential Addendum if**  
815 **applicable]**  
816

## 817 11. TENANT ESTOPPEL STATEMENTS.

818 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel  
819



815 Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on  
816 or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to  
817 Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease  
818 stating:  
819

820 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

821 11.1.2. That said Lease is in full force and effect and that there have been no subsequent  
822 modifications or amendments;

823 11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to  
824 Seller;

825 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

826 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

827 11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and  
828 complete copy of the Lease demising the premises it describes.  
829

830 11.2. **Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property  
831 a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement  
832 setting forth the information and documents required §11.1. above and deliver the same to Buyer on or  
833 before **Estoppel Statements Deadline**.  
834

835 11.3. **Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or  
836 before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in  
837 Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel**  
838 **Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.  
839

## 840 CLOSING PROVISIONS

### 841 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

842 12.1. **Closing Documents and Closing Information.** Seller and Buyer will cooperate with the  
843 Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to  
844 Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer  
845 acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required  
846 loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
847 additional information and documents required by Closing Company that will be necessary to complete this  
848 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or  
849 before Closing.  
850

851 12.2. **Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  Are  
852  **Are Not** executed with this Contract.  
853

854 12.3. **Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the  
855 date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to  
856 deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by  
857 brokers.  
858

859 12.4. **Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent  
860 of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title  
861 companies).  
862

863 12.5. **Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue  
864 after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to  
865 Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to  
866 § 2.5.7. (Leased Items).  
867

868 13. **TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract,  
869 including the tender of any payment due at Closing, Seller must execute and deliver the following good and  
870 sufficient deed to Buyer, at Closing:  special warranty deed  general warranty deed  
871  
872  
873

874  bargain and sale deed  quit claim deed  personal representative's deed  n/a deed. Seller, provided  
875 another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer,  
876 at Closing.

877 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special  
878 warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined  
879 in §38-30-113(5)(a), C.R.S.  
880

881  
882 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts  
883 owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including  
884 any governmental liens for special improvements installed as of the date of Buyer's signature hereon,  
885 whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the  
886 proceeds of this transaction or from any other source.  
887

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

890 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all  
891 other items required to be paid at Closing, except as otherwise provided herein.

892 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  
893  Buyer  Seller  One-Half by Buyer and One-Half by Seller  Other n/a.

894 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to Closing Date,  
895 Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current  
896 Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:  
897

898 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must  
899 be paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

900 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by  Buyer  Seller  
901  One-Half by Buyer and One-Half by Seller  N/A.

902 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in  
903 advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or  
904 working capital due at Closing must be paid by  Buyer  Seller  
905  One-Half by Buyer and One-Half by Seller  N/A.

906 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will  
907 be paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

908 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by  Buyer  Seller  
909  One-Half by Buyer and One-Half by Seller  N/A.

910 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be  
911 paid when due by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

912 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property,  
913 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at  
914 Closing by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

915 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this  
916 Contract, do not exceed \$n/a for:

917  Water Stock/Certificates  Water District

918  Augmentation Membership  Small Domestic Water Company  n/a

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

920 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to  
921 Buyer must be paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  N/A.

922 **15.9. FIRPTA and Colorado Withholding.**

923 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the  
924 Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not  
925 occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in  
926 this Section is checked, Seller represents that Seller  IS a foreign person for purposes of U.S. income  
927  
928  
929  
930  
931

932 taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for  
933 purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide  
934 any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller  
935 authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with  
936 Seller's tax advisor to determine if withholding applies or if an exemption exists.  
937

938 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of  
939 the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if  
940 not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any  
941 reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing  
942 Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to  
943 determine if withholding applies or if an exemption exists.  
944

945 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

946 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:  
947

948 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and  
949 general real estate taxes for the year of Closing, based on

950  **Taxes for the Calendar Year Immediately Preceding Closing**

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

953 n/a

954 **16.1.2. Rents.** Rents based on  **Rents Actually Received**  **Accrued**. At Closing, Seller will  
955 transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after  
956 lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.  
957

958 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and  
959

959 n/a

960 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations  
961 are final.  
962

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

973 n/a

974 Association Assessments are subject to change as provided in the Governing Documents.  
975

976  
977 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession**  
978 **Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

979 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction  
980 and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **300**  
981 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until  
982 possession is delivered.  
983

984  
985 

<b>General Provisions</b>
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986  
987

988 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION;**  
989 **AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will  
990

990 be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

991  
992 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other  
993 perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the  
994 total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be  
995 paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to  
996 repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before  
997 **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum.  
998 Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at  
999 Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from  
1000 damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance  
1001 policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance  
1002 proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired  
1003 prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing,  
1004 if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written  
1005 agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's  
1006 sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total  
1007 Purchase Price, plus the amount of any deductible that applies to the insurance claim.

1008  
1009 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and  
1010 communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or  
1011 plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is  
1012 earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar  
1013 size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of  
1014 such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds  
1015 received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not  
1016 repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to  
1017 Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at  
1018 Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase  
1019 Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
1020 Closing.

1021  
1022 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending  
1023 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly  
1024 notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or  
1025 before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should  
1026 Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions,  
1027 Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in  
1028 the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or  
1029 exceed the Purchase Price.

1030  
1031 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to  
1032 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions  
1033 complies with this Contract.

1034  
1035  
1036 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller  
1037 acknowledge that their respective broker has advised that this Contract has important legal consequences  
1038 and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel  
1039 before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with  
1040 their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and  
1041 (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be  
1042 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits,  
1043 including deadlines, that must be complied with.

1044  
1045  
1046 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines  
1047 in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due,  
1048 including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed

1049 timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

1050 **20.1. If Buyer is in Default:**

1051  **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money  
1052 (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest  
1053 Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such  
1054 additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full  
1055 force and effect and Seller has the right to specific performance or damages, or both.  
1056

1057 **20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is**  
1058 **checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to  
1059 Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED  
1060 DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided  
1061 in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations  
1062 of this Contract. Seller expressly waives the remedies of specific performance and additional damages.  
1063

1064 **20.2. If Seller is in Default:**

1065 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as  
1066 canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may  
1067 recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for  
1068 failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this  
1069 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or  
1070 both.  
1071

1072 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under  
1073 this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller,  
1074 failure to perform any replacements or repairs required under this Contract or failure to timely disclose any  
1075 known adverse material facts, Seller remains liable for any such failures to perform under this Contract after  
1076 Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and  
1077 survive Closing.  
1078

1079 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event  
1080 of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court  
1081 must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and  
1082 expenses.  
1083

1084 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not  
1085 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the  
1086 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators  
1087 cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must  
1088 agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share  
1089 equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the  
1090 entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by  
1091 one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing  
1092 in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property,  
1093 before or after the date of written notice requesting mediation. This Section will not alter any date in this  
1094 Contract, unless otherwise agreed.  
1095  
1096

1097 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must  
1098 release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller.  
1099 In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to  
1100 release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1)  
1101 wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a  
1102 court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable  
1103 attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless  
1104 Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller)  
1105  
1106

1107 containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money  
1108 Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In  
1109 the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the  
1110 time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the  
1111 Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or  
1112 termination of this Contract.  
1113  
1114

## 1115 24. TERMINATION.

1116 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to  
1117 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to  
1118 Terminate), provided such written notice was received on or before the applicable deadline specified in this  
1119 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the  
1120 Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right  
1121 to Terminate under such provision.  
1122

1123 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received  
1124 hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4.  
1125 and 21.  
1126

1127 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and  
1128 specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any  
1129 prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this  
1130 Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or  
1131 enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by  
1132 its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor  
1133 to a party receives the predecessor's benefits and obligations of this Contract.  
1134  
1135

## 1136 26. NOTICE, DELIVERY AND CHOICE OF LAW.

1137 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing,  
1138 except as provided in § 26.2. and is effective when physically received by such party, any individual named in  
1139 this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working  
1140 with such party (except any notice or delivery after Closing must be received by the party, not Broker or  
1141 Brokerage Firm).  
1142

1143 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in  
1144 electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for  
1145 such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after  
1146 Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the  
1147 electronic address of the recipient by facsimile, email or n/a.  
1148

1149 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email  
1150 at the email address of the recipient, (2) a link or access to a website or server provided the recipient  
1151 receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax  
1152 No.) of the recipient.  
1153

1154 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed  
1155 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign  
1156 a contract in Colorado for real property located in Colorado.  
1157

1158 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing,  
1159 by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such  
1160 acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If  
1161 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be  
1162 executed by each party, separately and when each party has executed a copy thereof, such copies taken  
1163 together are deemed to be a full and complete contract between the parties.  
1164  
1165

1165 28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith  
1166 including, but not limited to, exercising the rights and obligations set forth in the provisions of Financing  
1167 Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;  
1168 and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.  
1169

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1172 **ADDITIONAL PROVISIONS AND ATTACHMENTS**  
1173

1174 29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the  
1175 Colorado Real Estate Commission.)

1176 A) This entire Contract and the obligation of the City to proceed under its terms and  
1177 conditions is expressly contingent upon the approval by resolution of the City Council of the  
1178 City of Grand Junction. If not obtained on or before August 31, 2023 this Contract shall be  
1179 void and of no effect.  
1180

1181  
1182 B) HOA Special Assessments will be paid for the year 2023 by the Seller, and all Special  
1183 Assessments beginning in the year 2024 shall be the responsibility of the Buyer.  
1184

1185 C) No later thirty (30) days after the acceptance deadline date (ratification period), Seller shall  
1186 provide to Buyer with written notice that Seller has received all necessary approvals to  
1187 consummate this transaction (the Ratification). In the event the Ratification is not provided to  
1188 Buyer from Seller by the expiration of the Ratification Period, either Seller or Buyer  
1189 may termination this Contract by providing written notification of such termination to the  
1190 other party by the date that is ten (10) days following the expiration of the Ratification  
1191 Period. Upon such termination, the Earnest Money shall be immediately returned to the  
1192 Buyer by the Escrow Agent (Seller to execute any and all documentation required for the  
1193 return of the Earnest Money to Buyer). If the Ratification Period is timely delivered to Buyer  
1194 by Seller, the termination right associated with the Ratification is null and void.  
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30. OTHER DOCUMENTS.

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

n/a

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

n/a

**Signatures**

*Greg Caton, City Manager*

Date: 7/25/2023

1224 Buyer: **City Of Grand Junction**  
1225 **By: Greg Caton, City Manager**  
1226  
1227  
1228

1229 [NOTE: If this offer is being countered or rejected, do not sign this document.]

1230 Mark D. Korth

1231 Date: 07/28/2023

1232 Seller: **SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM, INC., A KANSAS**  
1233 **NON-PROFIT CORPORATION**

1234 **By: BARBARA JAHN, AUTHORIZED SIGNATORY**

1235 Mark Korth

1236 mdk  
1237 mdk

1238 GC

1239  
1240 **END OF CONTRACT TO BUY AND SELL REAL ESTATE**  
1241  
1242

1243  
1244 **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**  
1245

1246 **A. Broker Working With Buyer**  
1247

1248 Broker  Does  Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if  
1249 Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not  
1250 already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest  
1251 Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of  
1252 Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written  
1253 mutual instructions, provided the Earnest Money check has cleared.  
1254  
1255

1256 Broker is working with Buyer as a  Buyer's Agent  Transaction-Broker in this transaction.  
1257

1258  Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship  
1259 with Seller.  
1260

1261 Brokerage Firm's compensation or commission is to be paid by  Listing Brokerage Firm  Buyer  
1262  Other .  
1263

1264  
1265 This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does  
1266 NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be  
1267 entered into separately and apart from this provision.  
1268

1269 Brokerage Firm's Name: **Bray Commercial**  
1270 **Bray**  
1271

1272 Brokerage Firm's License #: **EC100016428**  
1273

1274  
1275   
1276

1277 Date: 7/25/2023  
1278

1279 Broker's Name: **Theresa Englbrecht**

1280 Broker's License #: **100006764**  
1281



1282 Address: **1015 N. 7th Street Grand Junction, CO 81505**  
1283  
1284 Ph: **970-241-2909** Fax: **970-241-6223** Email Address: **theresa@brayandco.com**  
1285  
1286

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1287  
1288  
1289 **B. Broker Working with Seller**  
1290

1291 Broker  Does  Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if  
1292 Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not  
1293 already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest  
1294 Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of  
1295 Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written  
1296 mutual instructions, provided the Earnest Money check has cleared.  
1297

1298  
1299 Broker is working with Seller as a  Seller's Agent  Transaction-Broker in this transaction.  
1300

1301  Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship  
1302 with Buyer.  
1303

1304 Brokerage Firm's compensation or commission is to be paid by  Seller  Buyer  Other .  
1305

1306 This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does  
1307 NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be  
1308 entered into separately and apart from this provision.  
1309

1310  
1311 Brokerage Firm's Name: **RE/MAX 4000, INC.**

1312 Brokerage Firm's License #:

1313 JAN KIMBROUGH MILLER

1314 Date: 07/26/2023  
1315

1316 Broker's Name: **JAN KIMBROUGH MILLER**  
1317

1318 Broker's License #:

1319 Address: **120 W Park Dr, Ste 200 GRAND JUNCTION, CO 81501**

1320 Ph: **970-263-7355** Fax: Email Address: **jankimbroughmiller@gmail.com**  
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1326 **CBS3-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)**  
1327

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