

**Town of Basalt, Colorado  
Ordinance No. 34  
Series of 2014**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN HABITAT FOR HUMANITY AND THE TOWN OF BASALT, COLORADO TO PROVIDE FOR A HABITAT FOR HUMANITY HOUSE ON THE PROPERTY KNOWN AS THE HOMESTEAD LOT AND LOCATED AT 213 E. HOMESTEAD DRIVE; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO**

**RECITALS:**

A. There has been presented to the Town Council (the "Council") of the Town of Basalt (the "Town"), at this meeting a form of a Contract to Buy and Sell Real Estate (the "Contract"), between Habitat for Humanity of the Roaring Fork Valley, Inc. (hereinafter referred to as "HfH"), a Colorado not-for-profit corporation, 7025 Hwy 82, Glenwood Springs CO 81601, and the Town of Basalt, Colorado ("Town").

B. The Contract provides for the Town to sell and HfH to buy approximately 4,500 square feet of land in the property known as the Homestead Lot and described more fully in **Exhibit A**.

C. At a public meeting held on September 23, 2014, the Town Council considered approval of the Contract on first reading and scheduled a public hearing and second reading for the ordinance for October 14, 2014, for a meeting beginning no earlier than 6:00 pm at the Basalt Town Hall, 101 Midland Avenue, Basalt, Colorado.

D. At a public hearing and second reading on October 14, 2014, the Town Council heard evidence and testimony as offered by the Town Staff and members of the public.

E. The Council desires to approve the form of the Contract and authorize the execution thereof.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BASALT, COLORADO AS FOLLOWS:**

1. The form of the Contract setting forth *inter alia* the terms, conditions and details of the proposed purchase and sale of approximately 4,500 square feet of land is incorporated herein by reference and is hereby approved; and the Town shall enter into the Contract, and perform its obligations thereunder in substantially the form presented at this meeting with only such changes as are not inconsistent herewith and as are expressly approved by the Town Attorney to effectuate the intentions of the parties or to comply with applicable law.

2. The Mayor or Mayor Pro Tem of the Town are hereby authorized and directed to execute, and the Town Clerk or any deputy Town Clerk are authorized to authenticate and affix the seal of the Town to the Contract, and the Town Manager is further authorized to execute and authenticate such other documents, instruments or certificates as are deemed necessary or desirable in connection therewith. Such documents are to be executed in substantially the form hereinabove approved, provided that such documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance. The execution of any instrument by said officials shall be conclusive evidence of the approval by the Town of such instrument in accordance with the terms of such instrument and this Ordinance.

3. Habitat for Humanity has advised that currently the Family Selection Committee, which recommends to the Habitat for Humanity Board who will own the home, is made up of a group of volunteers plus staff. These volunteers range from Habitat Board members, general volunteers, community members, past homeowner families, business leaders and Habitat staff members. For this project, the Family Section Committee for the initial (and any subsequent owners of the Habitat for Humanity Home on the Homestead Lot) shall also include representatives from Basalt Affordable Community Housing Commission (BACH), the School District, and one or two representatives of the neighborhood or community.

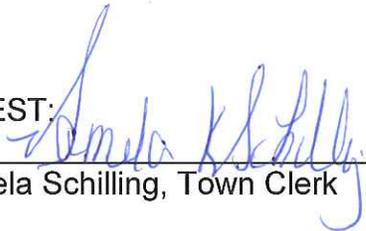
4. This Ordinance, after its passage and publication, shall be authenticated by the signature of the Mayor, by the signature of the Town Clerk, and by the Certificate of Publication. This Ordinance shall be effective 14 after final publication.

5. If any part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance and the Town Council hereby declares it would have passed this Ordinance and each part, section, subsection, sentence, clause or phrase thereof regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

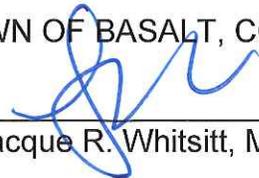
READ ON FIRST READING, ORDERED PUBLISHED AND SET FOR PUBLIC HEARING TO BE HELD ON OCTOBER 14, 2014, by a vote of 6 to 0 on September 23, 2014.

READ ON SECOND READING AND ADOPTED, by a vote of 7 to 0 on October 14, 2014.

ATTEST:

  
\_\_\_\_\_  
Pamela Schilling, Town Clerk

TOWN OF BASALT, COLORADO

By: 

\_\_\_\_\_  
Jacques R. Whitsitt, Mayor



Date of first publication: Thursday, October 9, 2014  
Date of final publication: Thursday, October 23, 2014  
Effective date: Thursday, November 6, 2014

**Exhibit A**  
**Legal Description**

Lot 31, Block 3, Town of Basalt Minor Subdivision, According to the Plat thereof  
Recorded October 23, 1998 as Reception No. 673739, Town of Basalt, County of  
Eagle, State of Colorado.

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
2 (CBS4-8-13) (Mandatory 1-14)

3  
4 THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR  
5 OTHER COUNSEL BEFORE SIGNING.  
6

7 **CONTRACT TO BUY AND SELL REAL ESTATE**  
8 **(LAND)**  
9 **( Property with No Residences)**  
10 **( Property with Residences-Residential Addendum Attached)**  
11

12 Date: September \_\_\_\_, 2014

13 **AGREEMENT**

14 1. **AGREEMENT.** Buyer, identified in § 2.1, agrees to buy, and Seller, identified in § 2.3, agrees to sell, the Property  
15 described below on the terms and conditions set forth in this contract (Contract).

16 2. **PARTIES AND PROPERTY.**

17 2.1. **Buyer.** Buyer, Habitat for Humanity of the Roaring Fork Valley, Inc., will take title to the Property described below  
18 as  **Joint Tenants**  **Tenants In Common**  **Other** \_\_\_\_\_.

19 2.2. **Assignability and Inurement.** This Contract  **Is**  **Is Not** assignable by Buyer without Seller's prior written  
20 consent. Except as so restricted, this Contract inures to the benefit of and is binding upon the heirs, personal representatives,  
21 successors and assigns of the parties.

22 2.3. **Seller.** Seller, Town of Basalt, Colorado, is the current owner of the Property described below.

23 2.4. **Property.** The Property is the following legally described real estate in the County of Eagle, Colorado:

24  
25 LOT 31, Block 3, Town of Basalt Minor Subdivision, according to the Plat thereof recorded October 23, 1988 as  
26 Reception No. 673739

27  
28  
29 known as No. 213 E. Homestead Drive Basalt CO 81621  
30 Street Address City State Zip

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

33 2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

34 2.5.1. **Fixtures.** All fixtures attached to the Property on the date of this Contract.

35 **Other Fixtures:**

36 None

37  
38 If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase  
39 Price.

40 2.5.2. **Personal Property.** If on the Property, whether attached or not, on the date of this Contract, the following  
41 items are included:

42 None The site has been used as a community garden. All gardeners will be directed to remove all individual  
43 property. Upon closing, anything on the property is the Buyers.

44 **Other Personal Property:**

45  
46  
47 The Personal Property to be conveyed at Closing must be conveyed by Seller free and clear of all taxes (except  
48 personal property taxes for the year of Closing), liens and encumbrances, except \_\_\_\_\_. Conveyance will be  
49 by bill of sale or other applicable legal instrument.

50 2.5.3. **Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

51 None

53 The Trade Fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal  
 54 property taxes for the year of Closing), liens and encumbrances, except \_\_\_\_\_. Conveyance will be  
 55 by bill of sale or other applicable legal instrument.

56 **2.6. Exclusions.** The following items are excluded (Exclusions):

57  
 58  
 59 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

60  **2.7.1. Deeded Water Rights.** The following legally described water rights:

61  
 62 Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.

63  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3,  
 64 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:

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 66  
 67  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that  
 68 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,  
 69 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
 70 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
 71 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
 72 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is  
 73 \_\_\_\_\_

74  **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

75  
 76  
 77  
 78 **2.7.5. Water and Sewer Taps. Note: Buyer is advised to obtain, from the provider, written confirmation of  
 79 the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

80 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),  
 81 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the  
 82 applicable legal instrument at Closing.

83 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

84  
 85  
 86 **3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	
		<b>Title</b>	
2	§ 8.1	Record Title Deadline	
3	§ 8.2	Record Title Objection Deadline	
4	§ 8.3	Off-Record Title Deadline	
5	§ 8.3	Off-Record Title Objection Deadline	
6	§ 8.4	Title Resolution Deadline	
7	§ 8.6	Right of First Refusal Deadline	
		<b>Owners' Association</b>	
8	§ 7.3	Association Documents Deadline	
9	§ 7.4	Association Documents Objection Deadline	
		<b>Seller's Property Disclosure</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	
		<b>Loan and Credit</b>	
11	§ 5.1	Loan Application Deadline	
12	§ 5.2	Loan Objection Deadline	
13	§ 5.3	Buyer's Credit Information Deadline	
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
15	§ 5.4	Existing Loan Documents Deadline	
16	§ 5.4	Existing Loan Documents Objection Deadline	
17	§ 5.4	Loan Transfer Approval Deadline	

Item No.	Reference	Event	Date or Deadline
18	§ 4.7	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
19	§ 6.2	Appraisal Deadline	
20	§ 6.2	Appraisal Objection Deadline	
		<b>Survey</b>	
21	§ 9.1	Current Survey Deadline	Provided 6/23/2014
22	§ 9.2	Current Survey Objection Deadline	
23	§ 9.3	Current Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
24	§ 10.2	Inspection Objection Deadline	
25	§ 10.3	Inspection Resolution Deadline	
26	§ 10.5	Property Insurance Objection Deadline	
27	§ 10.6	Due Diligence Documents Delivery Deadline	
28	§ 10.6	Due Diligence Documents Objection Deadline	
29	§ 10.6	Due Diligence Documents Resolution Deadline	
30	§ 10.6	Environmental Inspection Objection Deadline	
31	§ 10.6	ADA Evaluation Objection Deadline	
32	§ 10.7	Conditional Sale Deadline	
33	§ 11.1	Tenant Estoppel Statements Deadline	
34	§ 11.2	Tenant Estoppel Statements Objection Deadline	
		<b>Closing and Possession</b>	
35	§ 12.3	Closing Date	11/6/2014
36	§ 17	Possession Date	Same
37	§ 17	Possession Time	Same
38	§ 28	Acceptance Deadline Date	
39	§ 28	Acceptance Deadline Time	

87 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,  
88 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,  
89 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted.  
90 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

91 **4. PURCHASE PRICE AND TERMS.**

92 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 10.00	
2	§ 4.3	Earnest Money	0	\$
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$
10		<b>TOTAL</b>	\$ 10.00	\$

93 **4.2. Seller Concession.** Seller, at Closing, will credit, as directed by Buyer, an amount of \$ \_\_\_\_\_ to assist  
94 with any and all of the following: Buyer's closing costs (Seller Concession). Seller Concession is in addition to any sum Seller has  
95 agreed to pay or credit Buyer elsewhere in this Contract. Seller Concession will be reduced to the extent it exceeds the aggregate  
96 of what is allowed by Buyer's lender as set forth in the Closing Statement, Closing Disclosure or HUD-1, at Closing.

97 **4.3. Earnest Money.** The Earnest Money set forth in this section, in the form of \$0, will be payable to and held by N/A  
98 (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by  
99 Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** (§ 3) for its payment. The  
100 parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or

101 before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund  
102 established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that  
103 any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such  
104 fund.

105 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the  
106 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline** (§ 3).

107 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to  
108 the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided  
109 in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute  
110 and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three  
111 days of Seller's receipt of such form.

112 **4.4. Form of Funds; Time of Payment; Available Funds.**

113 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing  
114 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified  
115 check, savings and loan teller's check and cashier's check (Good Funds).

116 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be  
117 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at  
118 Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this  
119 Contract,  Does  Does Not have funds that are immediately verifiable and available in an amount not less than the amount  
120 stated as Cash at Closing in § 4.1.

121 **4.5. New Loan.**

122 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan  
123 costs, loan discount points, prepaid items and loan origination fees, as required by lender.

124 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to  
125 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

126 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:

127  Conventional  Other \_\_\_\_\_.

128 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption  
129 Balance set forth in § 4.1, presently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ including principal and interest  
130 presently at the rate of \_\_\_\_\_ % per annum, and also including escrow for the following as indicated:  Real Estate  
131 Taxes  Property Insurance Premium and  \_\_\_\_\_.

132 Buyer agrees to pay a loan transfer fee not to exceed \$ \_\_\_\_\_. At the time of assumption, the new interest rate will  
133 not exceed \_\_\_\_\_ % per annum and the new payment will not exceed \$ \_\_\_\_\_ per \_\_\_\_\_ principal and  
134 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance,  
135 which causes the amount of cash required from Buyer at Closing to be increased by more than \$ \_\_\_\_\_, then Buyer has  
136 the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), based on the reduced amount of the actual principal balance.

137 Seller  Will  Will Not be released from liability on said loan. If applicable, compliance with the requirements for  
138 release from liability will be evidenced by delivery  on or before **Loan Transfer Approval Deadline** (§ 3)  at **Closing** of  
139 an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by \_\_\_\_\_  
140 in an amount not to exceed \$ \_\_\_\_\_.

141 **4.7. Seller or Private Financing.**

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

146 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing (§ 4.1),  
147  Buyer  Seller will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before  
148 **Seller or Private Financing Deadline** (§ 3).

149 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing (§ 4.1), this Contract is conditional  
150 upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions,  
151 cost and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing**  
152 **Deadline** (§ 3), if such Seller financing is not satisfactory to the Seller, in Seller's sole subjective discretion.

153 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private  
154 financing (§ 4.1), this Contract is conditional upon Buyer determining whether such financing is satisfactory to the Buyer,  
155 including its availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or  
156 before **Seller or Private Financing Deadline** (§ 3), if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole  
157 subjective discretion.

<b>TRANSACTION PROVISIONS</b>
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159 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

160 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
161 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
162 by such lender, on or before **Loan Application Deadline** (§ 3) and exercise reasonable efforts to obtain such loan or approval.

163 **5.2. Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional  
164 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its  
165 availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer.  
166 Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline** (§ 3), if the New Loan is not satisfactory to  
167 Buyer, in Buyer's sole subjective discretion. **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE**  
168 **BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except  
169 as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

170 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole  
171 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole  
172 subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline** (§ 3), at Buyer's  
173 expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit  
174 condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and  
175 documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest in  
176 this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1,  
177 on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion,  
178 Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline** (§ 3).

179 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan  
180 documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline** (§ 3). For the  
181 sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents.  
182 Buyer has the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline** (§ 3), based on any  
183 unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the  
184 Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan,  
185 except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline** (§ 3), this Contract will  
186 terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective  
187 discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth  
188 in § 4.6.

189 **6. APPRAISAL PROVISIONS.**

190 **6.1. Lender Property Requirements.** If the lender imposes any requirements or repairs (Requirements) to be made to  
191 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to  
192 Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the  
193 Requirements, based on any unsatisfactory Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this  
194 § 6.1 does not apply if, on or before any termination by Seller pursuant to this § 6.1: (1) the parties enter into a written agreement  
195 regarding the Requirements; or (2) the Requirements have been completed; or (3) the satisfaction of the Requirements is waived in  
196 writing by Buyer.

197 **6.2. Appraisal Condition.** The applicable Appraisal provision set forth below applies to the respective loan type set  
198 forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

199 **6.2.1. Conventional/Other.** Buyer has the sole option and election to terminate this Contract if the Property's  
200 valuation, determined by an appraiser engaged on behalf of \_\_\_\_\_, is less than the Purchase  
201 Price. The appraisal must be received by Buyer or Buyer's lender on or before **Appraisal Deadline** (§ 3). Buyer has the Right to  
202 Terminate under § 25.1, on or before **Appraisal Objection Deadline** (§ 3), if the Property's valuation is less than the Purchase  
203 Price and Seller's receipt of either a copy of such appraisal or written notice from lender that confirms the Property's valuation is  
204 less than the Purchase Price. This § 6.2.1 is for the sole benefit of Buyer.

205 **6.3. Cost of Appraisal.** Cost of any appraisal to be obtained after the date of this Contract must be timely paid by  
206  Buyer  Seller. The cost of the appraisal may include any and all fees paid to the appraiser, appraisal management company,  
207 lender's agent or all three.

208 **7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community**  
209 **and subject to such declaration.**

210 **7.1. Owners' Association Documents.** Owners' Association Documents (Association Documents) consist of the following:

211 **7.1.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating  
212 agreements, rules and regulations, party wall agreements;

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7.1.2. Minutes of most recent annual owners' meeting;

7.1.3. Minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.1.1, 7.1.2 and 7.1.3, collectively, Governing Documents); and

7.1.4. The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).

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

**7.3. Association Documents to Buyer.**

**7.3.1. Seller to Provide Association Documents.** Seller will cause the Association Documents to be provided to Buyer, at Seller's expense, on or before **Association Documents Deadline** (§ 3).

**7.3.2. Seller Authorizes Association.** Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense.

**7.3.3. Seller's Obligation.** Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

**Note:** If neither box in this § 7.3 is checked, the provisions of § 7.3.1 apply.

**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline** (§ 3), based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline** (§ 3), Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date** (§ 3), Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

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

**8.1. Evidence of Record Title.**

**8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline** (§ 3), Seller must furnish to Buyer, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

**8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline** (§ 3), Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

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

**Note:** The title insurance company may not agree to delete or insure over any or all of the standard exceptions.

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

**8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline** (§ 3), copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

**8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline** (§ 3).

**8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline** (§ 3). Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer, on or before the **Record Title Deadline** (§ 3), or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

**8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline** (§ 3), true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline** (§ 3). If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline** (§ 3), Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

**8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

**8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline** (§ 3), this Contract will terminate on the expiration of **Title Resolution Deadline** (§ 3), unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline** (§ 3). If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

**8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

**8.5. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY

330 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING**  
331 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**  
332 **RECORDER, OR THE COUNTY ASSESSOR.**

333 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline** (§ 3), based on any  
334 unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

335 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve  
336 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the  
337 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate.  
338 If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and  
339 effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval  
340 of this Contract has not occurred on or before **Right of First Refusal Deadline** (§ 3), this Contract will then terminate.

341 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
342 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
343 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
344 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and  
345 various laws and governmental regulations concerning land use, development and environmental matters. **The surface estate may**  
346 **be owned separately from the underlying mineral estate, and transfer of the surface estate does not necessarily include**  
347 **transfer of the mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals, geothermal**  
348 **energy or water on or under the Property, which interests may give them rights to enter and use the Property.** Such matters,  
349 and others, may be excluded from or not covered by the owner's title insurance policy. Buyer is advised to timely consult legal  
350 counsel with respect to all such matters as there are strict time limits provided in this Contract [e.g., **Record Title Objection**  
351 **Deadline** (§ 3) and **Off-Record Title Objection Deadline** (§ 3)].

## 352 9. CURRENT SURVEY REVIEW.

353 **9.1. Current Survey Conditions.** If the box in § 9.1.1 or § 9.1.2 is checked, Buyer, the issuer of the Title Commitment  
354 or the provider of the opinion of title if an Abstract of Title, and \_\_\_\_\_ will receive an Improvement  
355 Location Certificate, Improvement Survey Plat or other form of survey set forth in § 9.1.2 (collectively, Current Survey), on or  
356 before **Current Survey Deadline** (§ 3). The Current Survey will be certified by the surveyor to all those who are to receive the  
357 Current Survey.

358  **9.1.1. Improvement Location Certificate.** If the box in this § 9.1.1 is checked,  **Seller**  **Buyer** will order  
359 or provide, and pay, on or before Closing, the cost of an Improvement Location Certificate.

360  **9.1.2. Other Survey.** If the box in this § 9.1.2 is checked, a Current Survey, other than an Improvement Location  
361 Certificate, will be an  **Improvement Survey Plat** or  \_\_\_\_\_. The parties agree that payment  
362 of the cost of the Current Survey and obligation to order or provide the Current Survey are as follows:  
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365 **9.2. Current Survey Objection.** Buyer has the right to review and object to the Current Survey. If the Current Survey is  
366 not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **Current**  
367 **Survey Objection Deadline** (§ 3), notwithstanding § 8.3 or § 13:

368 **9.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

369 **9.2.2. Current Survey Objection.** Deliver to Seller a written description of any matter that was to be shown or is  
370 shown in the Current Survey that is unsatisfactory and that Buyer requires Seller to correct.

371 **9.3. Current Survey Resolution.** If a Current Survey Objection is received by Seller, on or before **Current Survey**  
372 **Objection Deadline** (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Current Survey**  
373 **Resolution Deadline** (§ 3), this Contract will terminate on the **Current Survey Resolution Deadline** (§ 3), unless Seller receives  
374 Buyer's written withdrawal of the Current Survey Objection before such termination, i.e., on or before expiration of **Current**  
375 **Survey Resolution Deadline** (§ 3).

## 376 DISCLOSURE, INSPECTION AND DUE DILIGENCE

## 377 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE 378 OF WATER.

379 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline** (§ 3), Seller agrees to deliver to  
380 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed  
381 by Seller to Seller's actual knowledge, current as of the date of this Contract.

382 **10.2. Inspection Objection.** Unless otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the  
383 Property to Buyer in an "as is" condition, "where is" and "with all faults." Colorado law requires that Seller disclose to Buyer any  
384 latent defects actually known by Seller. Disclosure of latent defects must be in writing. Buyer, acting in good faith, has the right to

385 have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense.  
386 If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the  
387 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service  
388 to the Property (including utilities and communication services), systems and components of the Property (e.g. heating and  
389 plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise  
390 (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole  
391 subjective discretion, Buyer may, on or before **Inspection Objection Deadline** (§ 3):

392 **10.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or  
393 **10.2.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that  
394 Buyer requires Seller to correct.

395 **10.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
396 **Deadline** (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution**  
397 **Deadline** (§ 3), this Contract will terminate on **Inspection Resolution Deadline** (§ 3) unless Seller receives Buyer's written  
398 withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline** (§ 3).

399 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
400 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
401 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
402 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
403 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
404 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against  
405 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and  
406 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed  
407 pursuant to an Inspection Resolution.

408 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for  
409 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**  
410 **Objection Deadline** (§ 3), based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

411 **10.6. Due Diligence.**  
412 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following  
413 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence**  
**Documents Delivery Deadline** (§ 3):

- 414  **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- 415  **10.6.1.2.** Property tax bills for the last \_\_\_\_\_ years;
- 416  **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,  
417 electrical, mechanical, and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now  
418 available;
- 419  **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
- 420  **10.6.1.5.** Operating statements for the past \_\_\_\_\_ years;
- 421  **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- 422  **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the  
423 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):  
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- 427  **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet  
428 completed and capital improvement work either scheduled or in process on the date of this Contract;
- 429  **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made  
430 for the past \_\_\_\_\_ years;
- 431  **10.6.1.10.** Soils reports, Surveys and engineering reports or data pertaining to the Property (if not delivered  
432 earlier under § 8.3);
- 433  **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,  
434 letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or  
435 other toxic hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's  
436 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- 437  **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the  
438 Property with said Act;
- 439  **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental  
440 authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations,  
441 if any; and

442  10.6.1.14. Other documents and information:

445 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due  
446 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective  
447 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline** (§ 3):

448 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

449 **10.6.2.2. Due Diligence Document Objection.** Deliver to Seller a written description of any unsatisfactory  
450 Due Diligence Documents that Buyer requires Seller to correct.

451 **10.6.3. Due Diligence Document Resolution.** If a Due Diligence Document Objection is received by Seller, on or  
452 before **Due Diligence Document Objection Deadline** (§ 3), and if Buyer and Seller have not agreed in writing to a settlement  
453 thereof on or before **Due Diligence Document Resolution Deadline** (§ 3), this Contract will terminate on **Due Diligence**  
454 **Document Resolution Deadline** (§ 3) unless Seller receives Buyer's written withdrawal of the Due Diligence Document  
455 Objection before such termination, i.e., on or before expiration of **Due Diligence Document Resolution Deadline** (§ 3).

456 **10.6.4. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**  
457 **Deadline** (§ 3), based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction  
458 over the Property, in Buyer's sole subjective discretion.

459 **10.6.5. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the  
460 Property including Phase I and Phase II Environmental Site Assessments, as applicable.  Seller  Buyer will order or provide  
461  **Phase I Environmental Site Assessment**,  **Phase II Environmental Site Assessment** (compliant with ASTM E1527-05  
462 standard practices for Environmental Site Assessments) and/or  \_\_\_\_\_, at the expense  
463 of  Seller  Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation  
464 whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations  
465 must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants'  
466 business uses of the Property, if any.

467 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the  
468 **Environmental Inspection Objection Deadline** (§ 3) will be extended by \_\_\_\_\_ days (Extended Environmental Inspection  
469 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date** (§ 3),  
470 the **Closing Date** (§ 3) will be extended a like period of time. In such event,  Seller  Buyer must pay the cost for such Phase  
II Environmental Site Assessment.

471 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the  
472 Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline** (§ 3), or if applicable, the  
473 Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in  
474 Buyer's sole subjective discretion.

475 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline** (§ 3), based on any  
476 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

477 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
478 owned by Buyer and commonly known as \_\_\_\_\_. Buyer has the Right to Terminate  
479 under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** (§ 3) if such  
480 property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's  
481 Notice to Terminate on or before **Conditional Sale Deadline** (§ 3), Buyer waives any Right to Terminate under this provision.

482 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  **Does**  **Does Not**  
483 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water  
484 for the Property. Buyer  **Does**  **Does Not** acknowledge receipt of a copy of the current well permit.  **There is No Well.**  
485 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
486 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
487 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

488 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned  
489 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the  
490 Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller  
491 enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably  
492 withheld or delayed.

## 494 11. TENANT ESTOPPEL STATEMENTS.

495 **11.1. Tenant Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements.  
496 Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline** (§ 3), statements in a form and  
497 substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of  
498 the Lease stating:

499 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

500 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or  
 501 amendments;  
 502 11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;  
 503 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;  
 504 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and  
 505 11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising  
 506 the premises it describes.  
 507 **11.2. Tenant Estoppel Statements Objection.** Buyer has the Right to Terminate under § 25.1, on or before **Tenant**  
 508 **Estoppel Statements Objection Deadline** (§ 3), based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective  
 509 discretion, or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline** (§ 3). Buyer  
 510 also has the unilateral right to waive any unsatisfactory Estoppel Statement.

511 **CLOSING PROVISIONS**

512 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

513 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to  
 514 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If  
 515 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing  
 516 Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and  
 517 Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this  
 518 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.  
 519 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  **Are**  **Are Not** executed with  
 520 this Contract.  
 521 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
 522 the **Closing Date** (§ 3) or by mutual agreement at an earlier date. The hour and place of Closing will be as designated  
 523 by \_\_\_\_\_.  
 524 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary  
 525 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

526 **13. TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by Buyer with the  
 527 other terms and provisions hereof, Seller must execute and deliver a good and sufficient general warranty deed to Buyer, at  
 528 Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided  
 529 herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of  
 530 the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

- 531 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents  
 532 accepted by Buyer in accordance with **Record Title** (§ 8.2),
- 533 **13.2.** Distribution utility easements (including cable TV),
- 534 **13.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has actual  
 535 knowledge and which were accepted by Buyer in accordance with **Off-Record Title** (§ 8.3) and **Current Survey Review** (§ 9),
- 536 **13.4.** Inclusion of the Property within any special taxing district,
- 537 **13.5.** Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether  
 538 assessed prior to or after Closing, and
- 539 **13.6.** Other \_\_\_\_\_.

540 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before Closing from the  
 541 proceeds of this transaction or from any other source.

542 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

543 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
 544 to be paid at Closing, except as otherwise provided herein.  
 545 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  **Buyer**  **Seller**  
 546  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.  
 547 **15.3. Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of  
 548 assessments (Status Letter) must be paid by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **None**.  
 549 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name  
 550 or title of such fee (Association's Record Change Fee) must be paid by  **Buyer**  **Seller**  **One-Half by Buyer and One-**  
 551 **Half by Seller**  **None**.

552 15.4. **Local Transfer Tax.**  The Local Transfer Tax of \_\_\_\_\_ % of the Purchase Price must be paid at Closing  
553 by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  None.

554 15.5. **Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such  
555 as community association fees, developer fees and foundation fees, must be paid at Closing by  Buyer  Seller  One-Half  
556 by Buyer and One-Half by Seller  None. The Private Transfer fee, whether one or more, is for the following association(s):  
557 \_\_\_\_\_ in the total amount of \_\_\_\_\_ % of the Purchase Price or \$ \_\_\_\_\_.

558 15.6. **Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
559 \$ \_\_\_\_\_ for:

560  Water Stock/Certificates  Water District  
561  Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_  
562 and must be paid at Closing by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  None.

563 15.7. **Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
564  Buyer  Seller  One-Half by Buyer and One-Half by Seller  None.

565 16. **PRORATIONS.** The following will be prorated to the Closing Date (§ 3), except as otherwise provided:

566 16.1. **Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the  
567 year of Closing, based on  Taxes for the Calendar Year Immediately Preceding Closing  Most Recent Mill Levy and  
568 Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled  
569 veteran exemption or  Other \_\_\_\_\_.

570 16.2. **Rents.** Rents based on  Rents Actually Received  Accrued. At Closing, Seller will transfer or credit to  
571 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of  
572 such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must  
573 assume Seller's obligations under such Leases.

574 16.3. **Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
575 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred  
576 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.  
577 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.  
578 Any special assessment assessed prior to Closing Date (§ 3) by the Association will be the obligation of  Buyer  Seller.  
579 Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's  
580 signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association  
581 Assessments are currently payable at \$ \_\_\_\_\_ per \_\_\_\_\_ and that there are no unpaid regular or special  
582 assessments against the Property except the current regular assessments and \_\_\_\_\_. Such  
583 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to  
584 deliver to Buyer before Closing Date (§ 3) a current Status Letter.

585 16.4. **Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and \_\_\_\_\_.

586 16.5. **Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

587 17. **POSSESSION.** Possession of the Property will be delivered to Buyer on Possession Date (§ 3) at Possession Time (§ 3),  
588 subject to the Leases as set forth in § 10.6.1.7.

589 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable  
590 to Buyer for payment of \$ \_\_\_\_\_ per day (or any part of a day notwithstanding § 18.1) from Possession Date (§ 3) and  
591 Possession Time (§ 3) until possession is delivered.

592 

<b>GENERAL PROVISIONS</b>
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593 18. **DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

594 18.1. **Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain  
595 Time (Standard or Daylight Savings as applicable).

596 18.2. **Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,  
597 the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or  
598 federal or Colorado state holiday (Holiday), such deadline  Will  Will Not be extended to the next day that is not a  
599 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

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

603 19.1. **Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of  
604 loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), Seller is obligated

605 to repair the same before **Closing Date** (§ 3). Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), if  
606 the Property Damage is not repaired before **Closing Date** (§ 3) or if the damage exceeds such sum. Should Buyer elect to carry out  
607 this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received  
608 by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the amount of any  
609 deductible provided for in such insurance policy. Such credit must not exceed the Purchase Price. In the event Seller has not  
610 received such insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** (§ 3) or, at the option of  
611 Buyer, Seller must assign such proceeds at Closing, plus credit Buyer the amount of any deductible provided for in such insurance  
612 policy, but not to exceed the total Purchase Price.

613 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication  
614 services), system, component or fixture of the Property (collectively Service), e.g., heating or plumbing, fail or be damaged  
615 between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement  
616 of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the  
617 maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance  
618 proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or  
619 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before  
620 **Closing Date** (§ 3), or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such  
621 Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim  
622 against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty  
623 programs that may be purchased and may cover the repair or replacement of such Inclusions.

624 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may  
625 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation  
626 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), based on such condemnation action, in  
627 Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the  
628 Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution  
629 in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase  
630 Price.

631 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
632 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

633 **19.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
634 by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for  
635 the growing crops.

636 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge  
637 that the respective broker has advised that this Contract has important legal consequences and has recommended the examination  
638 of title and consultation with legal and tax or other counsel before signing this Contract.

639 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check received as  
640 Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation  
641 hereunder is not performed or waived as herein provided, the nondefaulting party has the following remedies:

642 **21.1. If Buyer is in Default:**

643  **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money  
644 (whether or not paid by Buyer) will be paid to Seller and retained by Seller; and Seller may recover such damages as may be  
645 proper; or Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or  
646 damages, or both.

647 **21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1 is checked.** All  
648 Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. Both parties will thereafter be released  
649 from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a  
650 penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of  
651 Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly  
652 waives the remedies of specific performance and additional damages.

653 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received  
654 hereunder will be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as  
655 being in full force and effect and Buyer has the right to specific performance or damages, or both.

656 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration  
657 or litigation relating to this Contract, prior to or after **Closing Date** (§ 3), the arbitrator or court must award to the prevailing party  
658 all reasonable costs and expenses, including attorney fees, legal fees and expenses.

659 **23. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties must first  
660 proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person  
661 who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the  
662 dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will  
663 share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is  
664 not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's  
665 last known address. This section will not alter any date in this Contract, unless otherwise agreed.

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

678 **25. TERMINATION.**

679 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
680 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
681 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
682 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as  
683 satisfactory and waives the Right to Terminate under such provision.

684 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be  
685 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

686 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This Contract, its exhibits and specified addenda, constitute  
687 the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or  
688 written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is  
689 valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this  
690 Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.

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

692 **27.1. Physical Delivery.** All notices must be in writing, except as provided in § 27.2. Any document, including a signed  
693 document or notice, from or on behalf of Seller, and delivered to Buyer is effective when physically received by Buyer, any  
694 signatory on behalf of Buyer, any named individual of Buyer, any representative of Buyer, or Brokerage Firm of Broker working  
695 with Buyer (except for delivery, after Closing, of the notice requesting mediation described in § 23 and except as provided in  
696 § 27.2). Any document, including a signed document or notice, from or on behalf of Buyer, and delivered to Seller is effective  
697 when physically received by Seller, any signatory on behalf of Seller, any named individual of Seller, any representative of Seller,  
698 or Brokerage Firm of Broker working with Seller (except for delivery, after Closing, of the notice requesting mediation described  
699 in § 23 and except as provided in § 27.2).

700 **27.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed document or written  
701 notice, may be delivered in electronic form only by the following indicated methods:  Facsimile  Email  Internet. If no  
702 box is checked, this § 27.2 is not applicable and § 27.1 governs notice and delivery. Documents with original signatures will be  
703 provided upon request of any party.

704 **27.3. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
705 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property  
706 located in Colorado.

707 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and  
708 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or  
709 before **Acceptance Deadline Date** (§ 3) and **Acceptance Deadline Time** (§ 3). If accepted, this document will become a contract  
710 between Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a  
711 copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

712 29. **GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not  
713 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations** (§ 5), **Title**  
714 **Insurance, Record Title and Off-Record Title** (§ 8), **Current Survey Review** (§ 9) and **Property Disclosure, Inspection,**  
715 **Indemnity, Insurability, Due Diligence and Source of Water** (§ 10).

716 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

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

722 31. **ATTACHMENTS.**

723 31.1. The following attachments **are a part** of this Contract: Attachment A, Deed Restriction Agreement for the  
724 Occupancy and Resale of Lot 31, Block 3, Town of Basalt Minor Subdivision. Attachment B Bargain and Sale Deed (with  
725 Reverter)

726  
727  
728  
729 31.2. The following disclosure forms **are attached** but are **not** a part of this Contract:  
730  
731  
732

733 **SIGNATURES**

734 Buyer's Name: Habitat for Humanity of the Roaring Fork  
Valley, Inc.

Buyer's Name: \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address: 7025 Hwy. 82  
Glenwood Springs, CO 81601  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Electronic Address: \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Electronic Address: \_\_\_\_\_

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

Seller's Name: Town of Basalt, Colorado

Seller's Name: \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address: 101 Midland Ave.  
Basalt, CO 81621  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Electronic Address: \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Electronic Address: \_\_\_\_\_

736 32. **COUNTER; REJECTION.** This offer is  Countered  Rejected.

737 Initials only of party (Buyer or Seller) who countered or rejected offer \_\_\_\_\_

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

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**33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE. NONE**

(To be completed by Broker working with Buyer)

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

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

Brokerage Firm's compensation or commission is to be paid by  **Listing Brokerage Firm**  **Buyer**  **Other** \_\_\_\_\_.

Brokerage Firm's Name: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Electronic Address: \_\_\_\_\_

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**34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE. NONE**

(To be completed by Broker working with Seller)

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

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

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

Brokerage Firm's Name: \_\_\_\_\_  
Broker's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Electronic Address: \_\_\_\_\_

**Attachment A to Contract**

**DEED RESTRICTION AGREEMENT  
FOR THE OCCUPANCY AND RESALE  
OF LOT 31, BLOCK 3, TOWN OF BASALT  
MINOR SUBDIVISION AT 213 E.  
HOMESTEAD DRIVE, BASALT, COLORADO 81621**

**THIS DEED RESTRICTION AGREEMENT FOR THE OCCUPANCY AND RESALE OF (See Appendix A) ("PROPERTY")** (the "Agreement") is made and entered into this \_\_\_th day of \_\_\_\_, 2014, by Habitat for Humanity of the Roaring Fork Valley, Inc. (hereinafter referred to as "HfH"), a Colorado not-for-profit corporation, 7025 Hwy 82, Glenwood Springs CO 81601, and the Town of Basalt, Colorado ("Town")

**WITNESSETH:**

1. **WHEREAS**, HfH is the current owner of the Property and Purchaser has been selected through the HfH selection procedures as the designated first Purchaser of the Property, and HfH, Town and Purchaser are agreeable to the establishment of a Deed Restriction as set forth below which will ensure that the Property is utilized permanently in accordance with the basic principles of HfH and the needs of the community;

2. **WHEREAS**, Town has conveyed the Property to HfH for affordable housing purposes;

3. **WHEREAS**, HfH, Town and Purchaser agree to restrict the acquisition or transfer of the Property to "Qualified Buyers," as that term is defined in this Deed Restriction. In addition, the purchaser agrees that this Deed Restriction shall constitute a resale agreement setting forth the maximum resale price for which the Property may be sold ("Maximum Resale Price") and the terms and provisions controlling the resale of the Property. Finally, by this Deed Restriction, HfH restricts the Property against use and occupancy inconsistent with this Deed Restriction.

4. **WHEREAS**, "Qualified Buyers" are natural persons meeting the Family Selection criteria of HFH as the same are adopted from time to time, and who must represent and agree pursuant to this Deed Restriction to occupy the Property as their sole place of residence, not to engage in any business activity on the Property, other than that permitted in that zone district or by applicable ordinance, and not to sell or otherwise transfer the Property for use in a trade or business. A qualified individual or family shall not have an annual income greater than 80% of Area Median Income as defined in the Basalt Community Housing Guidelines upon initially qualifying to purchase the Property. Additionally, to qualify to purchase the Property, an individual or household shall have a cumulative net worth, minus qualified retirement assets (as determined by the IRS), not in excess of 150% of the purchase price of the Property upon initially qualifying to purchase the Property.

5. **WHEREAS**, an "Owner" is a person or persons who is/are a Qualified Buyer who acquires an ownership interest in the Property in compliance with the terms and provisions of this Deed Restriction; it being understood that such person or persons shall be deemed an "Owner" hereunder only during the period of his, her or their ownership interest in the Property and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

**NOW, THEREFORE**, for the sum of Ten Dollars (\$10.00) and other valuable consideration received from HFH, the receipt and sufficiency of which is hereby acknowledged, HfH, Town and Purchaser hereby agree to establish this Deed Restriction pertaining to the Property as follows:

1. The use and occupancy of the Property shall henceforth be limited exclusively to housing for natural persons who meet the definition of Qualified Buyers and their families at the time of their initial selection and purchase.
2. An Owner, in connection with the purchase of this Property, must: a) occupy the Property as his or her sole place of residence during the time that such unit is owned; b) not engage in any business activity on or in the Property, other than permitted in that zone district or by applicable ordinance; c) sell or otherwise transfer the Property only in accordance with this Deed Restriction; d) not sell or otherwise transfer the Property for use in a trade or business; e) not permit any use or occupancy of the Property except in compliance with this Deed Restriction.
3. It shall be a breach of this Deed Restriction for Owner to default in payments or other obligations due or to be performed under a promissory note secured by a first deed of trust encumbering the Property.
4. This Deed Restriction shall constitute covenants running with the Property, as a burden thereon, for the benefit of, and shall be specifically enforceable by HfH and the Town as applicable, or, in the event that HfH ceases to exist or function, as Category 1 housing by Town according to its then enforceable Housing Guidelines or Regulations, by any appropriate legal action including but not limited to specific performance, injunction, reversion, or eviction of non-complying owners and/or occupants. In the event that HfH ceases to exist or function, the Owner and the Town will enter into a revised deed restriction to memorialize compliance with Town's Category 1 Housing Guidelines and Regulations.
5. In the event that an Owner desires to sell the Property, the Owner shall notify HfH and Town, HfH shall then proceed to find a Qualified Buyer for the Property in conformity with its then existing Family Selection process and criteria. The Qualified Buyer selected shall execute and close upon a standard Real Estate Purchase Contract with Owner, where the purchase price shall be determined in accordance with the provisions of this Deed Restriction.
6. Before building permit approval of the initial dwelling unit and any subsequent revisions to the exterior of the unit, HfH or the subsequent owner shall receive approval by the Basalt Planning Department to ensure that the dwelling unit is generally consistent with Basalt Master Plan, and any applicable neighborhood typologies contain therein, and is compatible with neighboring properties.
7. Nothing herein restricts HFH or the subsequent owner from seeking approval from the Town's Special Housing Evaluation Committee, for a variation from the strict application of the terms set forth in this deed restriction per the procedures and criteria described in the Basalt Community Housing Guidelines.
8. HfH agrees that it shall not make substantial changes to the Family Selection process or criteria applicable to the Property without the consent of Town.

#### **MAXIMUM RESALE PRICE**

9. In no event shall the Property be sold for an amount ("Maximum Resale Price") in excess of the original price, plus an increase of three percent (3%) of the principal paid by Owner on the First Mortgage against said property from the date of purchase to the date of Owner's notice of intent to sell, and provided that the original price is not more than the category one sale price as included in the Basalt Community Housing Guidelines.

**NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY HFH THAT ON RESALE THE OWNER SHALL OBTAIN THE MAXIMUM RESALE PRICE.**

10. Determining Maximum Resale Price:

- a. For the purpose of determining the Maximum Resale Price in accordance with this Section, the Owner may add to the amount specified in Paragraph 6 above, the cost of Permitted Capital Improvements (as defined in Exhibit "B") in a total amount not to exceed \$5,000.00. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit "B" hereto shall qualify for inclusion. All such Permitted Capital Improvements installed or constructed over the life of the unit shall qualify. However, the allowance permitted by this subsection is a fixed amount, which shall be calculated on a cumulative basis applicable to the Owner and all subsequent purchasers, and shall not exceed the maximum dollar amount set forth in this subsection 7a.
- b. Permitted Capital Improvements shall not include any changes or additions to the Property made by the Owner during construction or thereafter, except in accordance with Paragraph 7a above. Permitted Capital Improvements shall not be included in HFH's listed purchase price, even if made or installed during original construction.
- c. In order to qualify as Permitted Capital Improvements, the Owner must furnish to HFH the following information with respect to the improvements which the Owner seeks to include in the calculation of Maximum Resale Price:
  - 1) Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;
  - 2) Owner's affidavit verifying that the receipts are valid and correct receipts tendered at the time of purchase; and
  - 3) True and correct copies of any building permit or certificate of occupancy required to be issued by the Town of Basalt Building Department with respect to the Permitted Capital Improvements.
- d. For the purpose of determining the Maximum Resale Price in accordance with this Section, the Owner may also add to the amounts specified in Paragraphs 6 and 7a, the cost of any permanent improvements constructed or installed as a result of any requirement imposed by any governmental agency, provided that written certification is provided to HFH of both the applicable requirement and the information required by Paragraph 7c, 1) - 3).
- e. In calculating the costs under Paragraphs 7a and 7d, sweat equity shall be added under the following conditions:
  - 1) Information regarding the actual physical labor by the owner based on 80% of the average amount of TWO bids for the work approved by HFH.
  - 2) That the work needs to be done under supervision of a qualified certified tradesperson for the work that was done by the owner.

11. Owner shall not permit any prospective buyer to assume any or all of the Owner's customary closing costs nor accept any other consideration which would cause an increase in the purchase price above the bid price so as to induce the Owner to sell to such prospective buyer.

12. In the event that title to the Property vests by descent in individuals and/or entities who are not Qualified Buyers as that term is defined herein (hereinafter "Non-Qualified Transferee(s)"), the Property shall immediately be listed for sale as provided in Paragraph 5 above, and the highest bid by a Qualified Buyer, for not less than ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, whichever is less, shall be accepted; if all bids are below ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, the Property shall continue to be listed for sale until a bid in accordance with this section is made, which bid must be accepted. The cost of the appraisal shall be paid by the Non-Qualified Transferee(s).
- a. Non-Qualified Transferee(s) shall join in any sale, conveyance or transfer of the Property to a Qualified Buyer and shall execute any and all documents necessary to do so; and
  - b. Non-Qualified Transferee(s) agree not to: 1) occupy the Property or said Unit; 2) rent all or any part of the Property, except in strict compliance with Paragraph 15 hereof; 3) engage in any other business activity on or in the Property; 4) sell or otherwise transfer the Property except in accordance with this Amended Deed Restriction; or 5) sell or otherwise transfer the Property for use in a trade or business.
  - c. HFH or its successors, and Town after the HfH option has expired, as applicable, shall have the right and option to purchase the Property, exercisable within a period of fifteen (15) calendar days after receipt of any sales offer submitted by a Non-Qualified Transferee(s), and in the event of exercising their right and option, shall purchase the Property from the Non-Qualified Transferee(s) for a price of ninety-five percent (95%) of the Maximum Resale Price, or the appraised market value, whichever is less. The offer to purchase shall be made by the Non-Qualified Transferee within fifteen (15) days of acquisition of the Property.
  - d. Where the provisions of this Paragraph 9 apply, HfH may require the Owner to rent the Property in accordance with the provisions of Paragraph 15, below.
13. Foreclosure of First Deed of Trust and Right of Redemption. If the Property or Unit is sold as a foreclosure sale or otherwise acquired by any person or entity in lieu of foreclosure, HfH, Town, Pitkin County, or Eagle County, shall have the option to enter into an agreement to acquire such Property or Unit within sixty (60) days after the following:
- a. the issuance of a public trustee's deed to the purchaser, or
  - b. receipt by the Town of written notice from such person or entity of the acquisition of such Lot or unit in lieu of foreclosure, as applicable, for an option price not to exceed
    - (i) in the event of a foreclosure, the redemption price on the last day of all statutory redemption periods and any additional reasonable costs incurred by the holder during the option period which are directly related to the foreclosure, or
    - (ii) in the event of a transfer in lieu of foreclosure, the amount paid, or the amount of debt forgiven, by the transferee plus the reasonable costs incurred by the transferee with respect to its acquisition of such Property or Unit.

Except for persons or entities having a lien on a Property or Unit as provided herein, only "Qualified Buyers" as that term is defined herein or HfH, Town, Pitkin County, or Eagle County may acquire an interest in a Property or Unit at a foreclosure sale or in lieu of foreclosure. If any person or entity having a lien on a Property or Unit is not a Qualified Buyer and acquires an interest in such Property or Unit in a foreclosure sale or in lieu of foreclosure, the provisions in this Deed Restriction Agreement for non-qualified transferees shall apply. It is the Town's intent that the terms and provisions of this Agreement shall remain in full force and effect with respect to

the Property and all Units until modified, amended or terminated in accordance with the terms of the applicable Deed Restriction.

In the event that HfH, Town, Pitkin County, or Eagle County, exercise the option described above, the entity purchasing the unit, may sell the Property or Unit to Qualified Buyers as that term is defined herein, or rent the Property or Unit to qualified tenants who meet the income, occupancy and all other qualifications, established in the Basalt Community Housing Guidelines, until a sale to a Qualified Buyer is affected.

However, in the event of foreclosure by the holder of the first deed of trust on such Property or Unit, if the holder of such deed of trust is the grantee under the public trustee's deed and HfH, Town, Pitkin County, or Eagle County does not exercise its option to purchase as provided herein, then the Town agrees to release the Property or Unit from the requirements of this Deed Restriction.

#### **OWNER RESIDENCE AND EMPLOYMENT**

14. The Property shall be utilized only as the sole and exclusive place of residence of an Owner and his/her family at the time of initial selection of Owner pursuant to the Family Selection process. Only two adults shall occupy the residence, unless an exception is specifically granted by HfH.
15. In the event Owner changes domicile or ceases to utilize the Property as his sole and exclusive place of residence, the Property will be offered for sale pursuant to the provisions of Paragraph 5 of this Amended Deed Restriction. Owner shall be deemed to have changed Owner's domicile by becoming a resident elsewhere or accepting permanent employment outside the Roaring Fork Valley, or by not residing on the Property. Where the provisions of this Paragraph 13 apply, HfH may require the Owner to rent the Property in accordance with the provisions of Paragraph 14, below.

#### **RENTAL**

16. Owner may not, except with prior written approval of HfH and the Town's Special Housing Evaluation Committee (SHEC), and subject to HfH's conditions of approval, rent the Property for any period of time. Prior to occupancy, any tenant must be approved by the Homeowner's Association, if applicable, and HfH in accordance with its Family Selection Criteria. HfH shall not approve any rental if such rental is being made by Owner to utilize the Property as an income producing asset, except as provided below, and shall not approve a lease with a rental term in excess of twelve (12) months. A signed copy of the lease must be provided to HfH prior to occupancy by any tenant. Any such lease approved by HfH shall show the length of the lease and the monthly rent. The monthly rent cannot exceed the Owner's costs, which include the monthly expenses for the cost of principal and interest payments, taxes, property insurance, condominium or homeowners assessments, utilities remaining in Owner's name, plus an additional twenty dollars (\$20) and a reasonable (refundable) security deposit.

The requirements of this paragraph shall not preclude the Owner from sharing occupancy of the Property with non-owners on a rental basis provided Owner continues to meet the obligations contained in this Deed Restriction, including Paragraph 10.

17. IN NO EVENT SHALL THE OWNER CREATE AN ADDITIONAL DWELLING UNIT, AS DEFINED IN THE DEVELOPMENT CODE OF THE TOWN OF BASALT, IN OR ON THE PROPERTY.
18. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE HFH OR TOWN TO PROTECT OR INDEMNIFY THE OWNER AGAINST ANY LOSSES ATTRIBUTABLE TO THE RENTAL, INCLUDING (NOT BY WAY OF LIMITATION) NON-PAYMENT OF RENT OR DAMAGE TO THE

PREMISES; NOR TO REQUIRE HFH TO OBTAIN A QUALIFIED TENANT FOR THE OWNER IN THE EVENT THAT NONE IS FOUND BY THE OWNER.

#### **PETS**

19. No lot owner shall own or keep for others on the premises of any lot or unit more than three pets. No more than two dogs are allowed. Dog houses and wire kennels are permitted, but must be clean and well maintained. The holding of animals for commercial sale or breeding is prohibited.

#### **BREACH**

20. In the event that HfH or Town has reasonable cause to believe the Owner is violating the provisions of this Deed Restriction, HfH, by its authorized representative, may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with no less than 24 hours' written notice.
21. HfH or Town, in the event a violation of this Deed Restriction is discovered, shall send a notice of violation to the Owner detailing the nature of the violation and allowing the Owner fifteen (15) days to cure. Said notice shall state that the Owner may request a hearing before HfH Board of Directors or Town Council within fifteen (15) days to determine the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Owner shall be considered in violation of this Deed Restriction. If a hearing is held before HfH or Town, the decision of HfH or Town based on the record of such hearing shall be final for the purpose of determining if a violation has occurred.

#### **REMEDIES**

22. There is hereby reserved to the parties hereto any and all remedies provided by law for breach of this Deed Restriction or any of its terms. In the event the parties resort to litigation with respect to any or all provisions of this Deed Restriction, the prevailing party shall be entitled to recover damages and costs, including reasonable attorneys' fees.
23. In the event the Property is sold and/or conveyed without compliance herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference, the covenants herein contained, even without reference therein to this Deed Restriction.
24. In the event that the Owner fails to cure any breach, HfH or Town may resort to any and all available legal action, including, but not limited to, specific performance of this Deed Restriction or a mandatory injunction requiring sale of the Property by Owner as specified in Paragraphs 3, 9 and 11. The costs of such sale shall be taxed against the proceeds of the sale with the balance being paid to the Owner.
25. In the event of a breach of any of the terms or conditions contained herein by the Owner, his heirs, successors or assigns, HfH's initial listed purchase price of the Property as set forth in Paragraph 6a of this Deed Restriction shall, upon the date of such breach as determined by HfH, automatically cease to increase as set out in Paragraph 6 of this Deed Restriction, and shall remain fixed until the date of cure of said breach.



this Deed Restriction or any Amended Deed Restriction or document relating hereto or entered into in connection herewith.

- 36. Modifications. The parties to this Deed Restriction agree that any modifications of this Deed Restriction shall be effective only when made by writings signed by both parties and recorded with the Clerk and Recorder of Garfield County, Colorado.
- 37. Owner and Successors. The term "Owner" shall mean the person or persons who shall acquire an ownership interest in the Property in compliance with the terms and provisions of this Amended Deed Restriction; it being understood that such person or persons shall be deemed an "Owner" hereunder only during the period of his, her or their ownership interest in the Property and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument on the day and year above first written.

HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC  
a Colorado not-for-profit corporation

By: \_\_\_\_\_  
Title: Scott Gilbert, President, Habitat for Humanity

STATE OF COLORADO                    )  
  )  
COUNTY OF GARFIELD                )        ss.

The foregoing instrument was acknowledged before me this \_\_\_ - day of \_\_\_, 2014, by Scott Gilbert, President of Habitat for Humanity of the Roaring Fork Valley, Inc.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_ Notary Public

"PURCHASERS"

\_\_\_\_\_  
STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF GARFIELD                )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of \_\_\_\_\_ 2014, by

\_\_\_\_\_  
Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**Legal Description**

Lot 31, Block 3, Town of Basalt Minor Subdivision, According to the Plat thereof Recorded October 23, 1998 as Reception No. 673739, Town of Basalt, County of Eagle, State of Colorado

## EXHIBIT "B"

### Permitted Capital Improvements

1. The term "Permitted Capital Improvement" as used in the Deed Restriction shall only include the following:
  - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
  - b. Improvements for energy and water conservation;
  - c. Improvements for the benefit of seniors and/or handicapped persons;
  - d. Improvements for health and safety protection devices;
  - e. Improvements to add and/or finish permanent/fixd storage space; and/or
  - f. Improvements to finish unfinished space.
  
2. Permitted Capital Improvements as used in this Deed Restriction shall **NOT** include the following:
  - a. Landscaping;
  - b. Upgrades/replacements of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of the unit;
  - c. The cost of adding decks and balconies, and any extension thereto;
  - d. Jacuzzis, saunas, steam showers and other similar items;
  - e. Improvements required to repair, replace and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, carpeting and other similar items; and/or
  - f. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
  
3. All Permitted Capital Improvement items and costs shall be approved by HfH staff prior to being added to the Maximum Resale Price as defined herein.

## ***Attachment B to Contract***

### **BARGAIN AND SALE DEED (With Reverter)**

The Town of Basalt, Colorado, a home rule municipal corporation (“Grantor”), whose address is 101 Midland Avenue, Basalt, Colorado 81621, for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby sells and conveys to Habitat for Humanity of the Roaring Fork Valley, Inc. (hereinafter referred to as “HfH”), a Colorado not-for-profit corporation, 7025 Hwy 82, Glenwood Springs CO 81601, and the Town of Basalt, Colorado (“Town”) all of the Grantor’s interest in the following real property in Eagle County, Colorado:

Lot 31, Block 3, Town of Basalt Minor Subdivision, According to the Plat thereof  
Recorded October 23, 1998 as Reception No. 673739, Town of Basalt, County of Eagle,  
State of Colorado

In the event that the owner of the Property does not obtain a building permit for a single family home (as defined in and contemplated by Ordinance No. 34, Series of 2014 recorded at Reception No. \_\_\_\_\_ of the Eagle County Records) before June 1, 2017, and thereafter complete construction of single family home and obtain a certificate of occupancy within two years of obtaining the building permit (subject to reasonable delay caused by force majeure, in which case the two-year limit for construction shall be extended for the length of time of the delay caused by the force majeure), then title to the property shall revert to Grantor as provided herein. In order to exercise this right of reverter, Grantor must , within one year after the occurrence of an event that gives rise to the above-described right of reverter (e.g., expiration of the initial two-year period without Grantee obtaining a building permit) provide Grantee written notice of Grantor’s exercise of this right of reverter. Grantee shall have a period of two months after receipt of Grantor’s notice of Grantor’s exercise of the right of reverter to execute all documents that may be necessary to perfect title in the Grantor. Grantor shall record in the Eagle County Records a Notice of Reverter referencing this deed and, immediately on the recording of such notice, title to the Transferred Portions of the ROW shall vest in Grantor. If Grantor shall not have provided Grantee notice of intent to exercise its right of reverter, then upon (x) the passing of ten (10) years from the date hereof, or (y) the issuance of a final certificate of occupancy for a dwelling unit on the Property the

Return to:  
Joseph E. Edwards, III  
Klein Coté Edwards Citron LLC  
101 South Mill Street, Ste. 200  
Aspen, CO 81611

right of reverter shall automatically without the necessity of further action by any party be null and void and of no further force and effect.

Dated: \_\_\_\_\_, 2014

TOWN OF BASALT, COLORADO

\_\_\_\_\_  
Jacque R Whitsitt, Mayor

STATE OF COLORADO    )  
  ) ss  
COUNTY OF EAGLE     )

The foregoing instrument was acknowledged before me by Jacque R Whitsitt, as Mayor of the Town of Basalt, Colorado, a home rule municipal corporation, on the \_\_\_\_ day of \_\_\_\_\_, 2014.

My commission expires \_\_\_\_\_.  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public