



**COLORADO CITY METROPOLITAN DISTRICT  
PUBLIC NOTICE  
BOARD OF DIRECTORS STUDY SESSION**

A study session for the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, March 30, 2021 beginning at 6:00 p.m.

1. Contract for gravel pit
2. Resolution 05-2021 Water Attorney
3. Property Offer Unit 20 Lot 17  
Dee Land offer on 7 properties
4. Resolution 12-2020 architectural

**BOARD OF DIRECTORS REGULAR MEETING**

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, March 30, 2021 beginning at 6:15 p.m.

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. MOMENT OF SILENT REFLECTION.
4. QUORUM CHECK.
5. APPROVAL OF AGENDA.
6. APPROVAL OF MINUTES.
  
7. BILLS PAYABLE.
8. FINANCIAL REPORT.
9. OPERATIONAL REPORT.
10. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.
11. CITIZENS INPUT.
12. ATTORNEYS REPORT.
  
13. AGENDA ITEMS:  
    Gravel pit Contract with County  
    Resolution 05-2021 Continuation of conditional Water rights  
    Property Offer
  
14. OLD BUSINESS.   Covenants Lawyer
15. NEW BUSINESS:

Study Session	March 9, 2021
Regular Meeting	March 9, 2021

Discussion/Action
Discussion/Action
Discussion/Action

16. CCACC

A. Reviews form CCAAC

- |                     |                    |
|---------------------|--------------------|
| 1. 4721 St Vrain    | House              |
| 2. 4731 St Vrain    | House              |
| 3. 4736 St Vrain    | House              |
| 4. 4757 St. Viran   | House              |
| 5. 4758 St Vrain    | House              |
| 6. 1930 Beverly Dr. | Fence              |
| 7. 4281 Chaffee     | Pole Barn and Shed |

B. Actions Spread Sheet included

17. CORRESPONDENCE.

18. EXECUTIVE SESSION:

19. ADJOURNMENT.

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

**Colorado City Metropolitan District**  
**4497 Bent brothers Blvd**  
**PO Box 20229**  
**Colorado City, Colorado 81019**

James Eccher is inviting you to a scheduled Zoom meeting.

Topic: James Eccher's Zoom Meeting

Time: Mar 30, 2021 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86599107055?pwd=aFJiZDdQTGo4M0RyTmZlZlVpR0JjUT09>

Meeting ID: 865 9910 7055

Passcode: 929378

One tap mobile

+16699009128,,86599107055#,,,,\*929378# US (San Jose)

+12532158782,,86599107055#,,,,\*929378# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 865 9910 7055

Passcode: 929378

Find your local number: <https://us02web.zoom.us/j/86599107055?pwd=aFJiZDdQTGo4M0RyTmZlZlVpR0JjUT09>

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into with an effective date of April 5, 2021, by and between the Colorado City Metropolitan District ("District") and Pueblo County, Colorado ("County"), collectively referred to as "parties."

### WITNESSETH:

WHEREAS, District is the owner of the Colorado City Mountain Shadows Pit M-1979-158 in Colorado City, Colorado (hereinafter referred to as the "Pit"); and

WHEREAS, County requires construction material of satisfactory quality and quantity for use in the construction, improvements, and maintenance of its roads and highways; and

WHEREAS, the Parties desire to enter into this License Agreement (the "Agreement"), whereby County may use the Pit for the reasons set forth herein during the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

## AGREEMENT

### 1. PROPERTY WARRANTY

(a) District warrants that it owns the above-described Pit and the mineral rights associated therewith, located on the property described in **Exhibit A** attached hereto and incorporated herein (the "Property") subject to any recorded encumbrances of title. Upon the request of County, District agrees to furnish County proof that it is the record titleholder to, or has sufficient authority over, said Pit to allow extraction of such minerals.

(b) To the extent permitted by law, District agrees to indemnify and hold harmless County, its representatives, successors, and assigns from claims and royalty rights asserted by any other person claiming an interest in this Property. The provisions of this Section 1(b) shall survive termination or expiration of this Agreement.

(c) If requested by County, the continuance of mining operations under this Agreement is conditioned upon the receipt by County of adequate proof of title to surface rights and mineral rights to the leased Property. If County believes at any time that there is a defect in District's title, rendering it unmerchantable, and said defect cannot be corrected by District, said condition shall be deemed unsatisfied, and County shall have the right to immediately cancel this Agreement, and the parties shall have no further obligations of any nature hereunder, except for the rights and obligations that expressly continue after termination as set forth in Sections 1(b), 2(d), 3(b), and 6(a).

### 2. OBLIGATIONS OF DISTRICT

(a) As consideration for the performance of County hereunder, District agrees to allow County use of the aforementioned Pit during the term of this Agreement by granting

County a license to commence mining, crushing, and stockpiling operations for mining gravel, rock and sand on the Property comprising the Pit, pursuant to the usage restrictions of the District's Pit mining permit and all applicable laws and regulations at the time of said use.

(b) The license shall be exclusive to County, except for the rights reserved to District in Section 3(c) of this Agreement.

(c) The Parties agree that County and/or its agents shall have the right of ingress and egress to and from the Pit Property and any adjacent property owned by District, where necessary for County to exercise the license granted herein. County shall have the right to do all things necessary or incidental to its operation in the Pit, including, but not limited to, the right to install, construct, operate, maintain, dismantle, and remove all its machinery, equipment, improvements, stockpile areas, and other facilities, and the right to strip and remove overburden on and from the Property and otherwise to use and occupy the Property as reasonably required in order to extract, process, store and remove the construction material from the Pit. If material is available at subject Pit, County agrees to use material only from the Pit, which is the subject of this Agreement, for any application in an area lying within the boundaries of Colorado City. County's operations on the Property and any adjacent District property shall be conducted in a workman-like manner as mutually determined by the parties. The parties understand and agree that all payments due hereunder shall fully compensate District for all rights and privileges granted County pursuant to this Agreement.

(d) County shall have one year after the termination of this Agreement within which to remove all crushed material, machinery and equipment stored under this Agreement, which right shall survive termination or expiration of this Agreement.

### 3. OBLIGATIONS OF COUNTY

(a) Prior to commencing crushing operations in the Pit, County shall strip and stockpile all topsoil and overburden at an agreed upon on-site location.

(b) Upon concluding operations at the Pit, County shall leave the Pit with a side slope of not greater than a 3:1 ratio and shall perform dust abatement measures associated with its sand and gravel extraction operations hereunder as necessary or required by state or local government to control dust emissions. County shall perform all other abatement or reclamation duties required by governmental permits, licenses or regulations, at County's expense. To the extent permitted by law, County agrees to indemnify and hold harmless District, its representatives, successors, and assigns from any and all costs associated with abatement and/or reclamation of the Property and the Pit. The duties set forth in this Section (3)(b) shall survive termination or expiration of this Agreement.

(c) District hereby grants to County the right and privilege to explore, extract, wash, crush, mine, stockpile, store, remove, and purchase sand, gravel and rock material found by County under such land, for the term of this Agreement.

(d) As consideration for the obligations of District hereunder, County shall pay District at the rate of \$1.00 per ton, which rate will increase by 3% on April 5 of each year that the Agreement is in effect, for all material removed from the Pit, on a monthly basis. County shall be allowed 30 days to process each monthly payment. Material removed from District's premises shall be measured by the following method:

County shall record each lot of loads removed at 15 tons per tandem axle truck and 9 tons per bobtail truck. Unit weight for other trucks will be agreed upon after a field test has been completed to determine the weight of the material that can be loaded on the different sizes of units that will be used for the hauling of the material.

(e) District may purchase from County crushed gravel, sand or rock extracted from the Pit for use by District. The purchase price shall be calculated as follows: (the County's actual cost of extracting and crushing the gravel, sand or rock) \* (the percentage of gravel, sand or rock purchased by the District).

District shall provide written notice to County of the amount and type of gravel, sand or rock needed, at least 30 days in advance when reasonably possible. County shall then calculate the purchase price and provide District with an estimated delivery date. The purchase price for gravel, sand or rock purchased by District will be subtracted from the next payment of royalties due from County to District, pursuant to Section (3)(d).

(f) If District determines, in its reasonable discretion, that it needs gravel, sand or rock from the Pit to perform maintenance of District facilities more quickly than County is able to provide the gravel, sand or rock per Section (3)(e), District can extract the gravel, sand or rock from the Pit itself or through a contractor, at the District's own cost and risk.

(g) County shall not sublet or assign this Agreement to any person or entity without the written consent of District.

(h) Hours of operation of any kind in the Pit, on adjacent District property and on access roads shall not begin earlier than dawn or continue past dusk. No operations will occur on Sunday.

(i) To offset the cost of purchasing the reclamation bond required by Permit No. M1979-158, County shall reimburse the District in the amount of \$1,500 per year, in addition to any other payments due under this Agreement.

(j) To offset the cost to the District of the required Division of Reclamation, Mining, and Safety's annual permit fee and report the County agrees to reimburse the District for those associated costs which will be billed by the District to the County annually.

#### 4. TERMINATION AND EXPIRATION

(a) The term of this Agreement shall be three years commencing April 4, 2021 and ending on April 5, 2024.

(b) Either party may terminate this Agreement by giving 180 days' prior written notice to the other party. If this Agreement is terminated, County shall have one year from the expiration of the 180-day period in which to complete its obligations hereunder and to remove any crushed material, machinery and equipment from the Pit Property and all other District property and to complete payment to District.

#### 5. SURFACE SUPPORT

County shall not be liable for subsidence of the surface of the land, and District hereby discharges and releases County and waives all claims against County for all damages caused by surface subsidence.

6. INDEMNIFICATION

Subject to the provisions of Section 3(f), County will indemnify and hold harmless District from all claims, liabilities, actions, damages, or expenses that are asserted against District due to County's mining activities under this Agreement. County agrees to provide liability insurance in a sufficient amount to protect County from risks associated with its activities on the Property that shall name District as an additional insured, and County shall be responsible for all of its operations related to mining of the Property. County agrees to provide workers compensation to all County employees working at the Pit. The provisions of this Section 6(a) shall survive termination or expiration of this Agreement.

7. MISCELLANEOUS

(a) This Agreement embodies the entire agreement of the parties and no understanding or agreements, verbal or otherwise, exist between the parties except as herein set forth. No change or modification of this Agreement shall be valid unless in writing and signed by County and District.

(b) Either party may, in its discretion, request that this Agreement or a memorandum of this agreement be recorded with the Pueblo County Clerk and Recorder. The other party hereby agrees to such recordation and to execute a memorandum of this Agreement for recordation purposes.

(c) In this Agreement the use of the singular form of expression shall include the plural and the use of the masculine gender shall include the feminine gender. The clause headings appearing in the Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

(d) Nothing herein shall be deemed a waiver of governmental immunity or other protections afforded the parties under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S.

(e) Nothing herein is intended to give any rights or remedies whatsoever to any person other than the parties and their respective successors and permitted assigns.

(f) In the event of breach, each party shall have all remedies available in law or equity. No failure to enforce a remedy shall be deemed a waiver, and all waivers shall be expressly set forth in writing. No waivers shall be deemed a waiver of any other breach.

8. SPECIAL CONDITIONS

(a) District will obtain all required permits for the operation of the Pit, upon the request of the County. County will reimburse District for all expenses incurred for obtaining the permits. County shall comply with and fulfill all provisions and requirements of the Mined Land

Reclamation Division ("MLRD") Pit permit and any other permits issued for the Property and with all regulations, ordinances and law relevant to the operations of County on the Property.

(b) County will obtain a state exploration permit from DMG-MLRB and will comply with all requirements of said permit.

(c) County shall have the right to sub-lease the Property for operational purposes, upon the written consent of District, which shall not be unreasonably withheld. Any gravel, sand, rock or other materials extracted from the subject pit shall be used only by Pueblo County within Pueblo County.

(d) Any aggregate already rejected by County or that may be rejected by County in the future is not subject to the terms of this Agreement and shall be available to District for use, sale, or other disposition as District in its discretion sees fit.

(e) All gravel, sand or rock presently stored at the Pit and owned by District is not subject to the terms of this Agreement.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement in Pueblo, Colorado, as of the day and year first written above.

COLORADO CITY METROPOLITAN DISTRICT:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF PUEBLO            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ of the Colorado City Metropolitan District.

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

My commission expires: \_\_\_\_\_

[Seal]



PUEBLO COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Director of Engineering and Public Works

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF PUEBLO            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ of the Pueblo County.

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

My commission expires: \_\_\_\_\_

[Seal]

EXHIBIT A  
Land Description

Colorado City Metropolitan District, along with other holdings, owns 40 acres in Pueblo County with the following legal description:

SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , Sec. 33, T24S, R67W, 6<sup>th</sup> P.M., also known as Lot 15 of Mountain Shadow Estates

The affected pit area (the "Property") lies roughly in the W  $\frac{1}{2}$ , SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , Sec. 33, T24S, R67W, 6<sup>th</sup> P.M.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE COLORADO CITY  
METROPOLITAN DISTRICT REGARDING CONTINUATION OF THE  
CONDITIONAL WATER RIGHTS FOR COLORADO CITY RESERVOIR NO. 2 AND  
THE GREENHORN CREEK FEEDER**

WHEREAS, the Colorado City Metropolitan District (“District”) owns the following conditional storage water right and direct flow water right originally decreed in Case No. 80CW44, District Court, Water Division No. 2: (a) Colorado City Reservoir No. 2 and (b) Greenhorn Creek Feeder (the “District’s conditional water rights”);

WHEREAS, The District is required by the decree entered in Case No. 12CW38, District Court, Water Division No. 2, to file an application with the District Court, Water Division No. 2, no later than March 31, 2021 to make absolute or continue for another diligence period all or some of the District’s conditional water rights;

WHEREAS, if the District does not file said application, then the District Court, Water Division No. 2, will cancel the District’s conditional water rights;

WHEREAS, the District has determined that it will continue the conditional water rights for Colorado City Reservoir No. 2 and the Greenhorn Creek Feeder for another diligence period because those water rights will yield significant amounts of water to the District under their own priorities and, thus, will assist the District in meeting the future water needs of the District and its customers.

BE IT THEREFORE RESOLVED BY THE BOARD OF DIRECTORS OF COLORADO CITY METROPOLITAN DISTRICT:

1. The foregoing recitals are hereby adopted as findings and determinations by the Board of Directors.
2. The District will seek to continue the conditional water rights for Colorado City Reservoir No. 2 and the Greenhorn Creek Feeder by filing an appropriate application with the District Court, Water Division No. 2, no later than March 31, 2021.
3. The District’s water attorneys at Moses, Wittemyer, Harrison and Woodruff, P.C., are hereby directed and authorized to prepare and file with the District Court, Water Division

No. 2, an application to continue the conditional water rights for Colorado City Reservoir No. 2 and the Greenhorn Creek Feeder.

4. The District's water attorneys and District staff are also authorized to perform all tasks necessary to the preparation and filing of said application with the District Court, Water Division No. 2.

ADOPTED BY THE BOARD OF DIRECTORS OF COLORADO CITY METROPOLITAN DISTRICT this **30th** day of March, 2021.

COLORADO CITY METROPOLITAN DISTRICT

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary



## Bids on Property

Unit	lot	Book price	Area/Frontage	W/S	OfferingPrice
<b>20</b>	<b>17</b>	<b>\$415</b>	<b>.25 acres</b>	<b>W/S</b>	<b>\$5,500</b>

### Dee Land

Unit	Lot	Book Price	Acre/Frontage	W/S	OffingPrice
<b>9</b>	<b>107</b>	<b>\$1210</b>		<b>W/S</b>	<b>\$5000</b>
<b>9</b>	<b>270</b>	<b>\$1210</b>		<b>none</b>	<b>\$2500</b>
<b>9</b>	<b>276</b>	<b>\$1210</b>		<b>none</b>	<b>\$2500</b>
<b>9</b>	<b>299</b>	<b>\$1210</b>		<b>none</b>	<b>\$2500</b>
<b>9</b>	<b>305</b>	<b>\$1210</b>		<b>none</b>	<b>\$2500</b>
<b>9</b>	<b>458</b>	<b>\$1210</b>		<b>none</b>	<b>\$2500</b>
<b>9</b>	<b>544</b>	<b>\$1210</b>		<b>none</b>	<b><u>\$2500</u></b>

**OFFERING     \$20,000**

**Zoned R-8 By County and CC R-3 single Family Homes (Mobile Homes)  
Enterprise fund**

All properties in Dee land proposal are in Enterprise fund



1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission,  
2 (CBS4-6-15) (Mandatory 1-16)  
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: 3-4-21

13 **AGREEMENT**

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

16 2. **PARTIES AND PROPERTY.**

17 2.1. **Buyer.** Buyer, Kathleen Schmitt & Steven Schmitt  
18 will take title to the Property described below as  Joint Tenants  Tenants In Common  Other Joint tenement

19 ~~2.2. No Assignability. This Contract is Not assignable by Buyer unless otherwise specified in Additional Provisions.~~  
20 With full right of survivorship

21 2.3. **Seller.** Seller, Colorado City metro  
22 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 Pueblo, Colorado:  
24  
25  
26

Lot 17 unit 20

27 known as No. Colorado City CO 81019  
28 Street Address City State Zip  
29  
30

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. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price  
35 unless excluded under Exclusions:  
36  
37

38 NONE  
39  
40  
41

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

44 2.5.2. **Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and  
45 clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except \_\_\_\_\_  
46 Conveyance of all personal property will be by bill of sale or other applicable legal instrument.  
47

48 2.6. **Exclusions.** The following items are excluded (Exclusions):  
49  
50  
51  
52  
53

54  **2.7. Water Rights, Well Rights, Water and Sewer Taps.**  
55  **2.7.1. Deeded Water Rights.** The following legally described water rights:  
56  
57  
58 Any deeded water rights will be conveyed by a good and sufficient \_\_\_\_\_ deed at Closing.  
59  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3,  
60 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:  
61  
62  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that  
63 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household  
64 purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been  
65 registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must  
66 complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing  
67 service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well  
68 Permit # is \_\_\_\_\_.  
69  **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:  
70  
71  
72  
73 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being  
74 conveyed as part of the Purchase Price as follows:  
75  
76  
77  
78  
79  
80 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of**  
81 **the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**  
82 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),  
83 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the  
84 applicable legal instrument at Closing.  
85 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:  
86  
87

88 **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	
18	§ 4.7	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
19	§ 6.2	Appraisal Deadline	
20	§ 6.2	Appraisal Objection Deadline	
21	§ 6.2	Appraisal Resolution Deadline	
		<b>Survey</b>	
22	§ 9.1	New ILC or New Survey Deadline	
23	§ 9.3	New ILC or New Survey Objection Deadline	
24	§ 9.4	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
25	§ 10.3	Inspection Objection Deadline	
26	§ 10.3	Inspection Resolution Deadline	
27	§ 10.5	Property Insurance Objection Deadline	
28	§ 10.6	Due Diligence Documents Delivery Deadline	
29	§ 10.6	Due Diligence Documents Objection Deadline	
30	§ 10.6	Due Diligence Documents Resolution Deadline	
31	§ 10.6	Environmental Inspection Objection Deadline	
32	§ 10.6	ADA Evaluation Objection Deadline	
33	§ 10.7	Conditional Sale Deadline	
34	§ 11.1	Tenant Estoppel Statements Deadline	
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	
		<b>Closing and Possession</b>	
36	§ 12.3	Closing Date	
37	§ 17	Possession Date	
38	§ 17	Possession Time	
39	§ 28	Acceptance Deadline Date	
40	§ 28	Acceptance Deadline Time	

89 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,  
90 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,  
91 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If  
92 no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

93 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.  
94

95 **4. PURCHASE PRICE AND TERMS.**

96 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 5,500	
2	§ 4.3	Earnest Money		
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7				
8				
9	§ 4.4	Cash at Closing		
10		<b>TOTAL</b>	\$ 5,500	\$

97 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ \_\_\_\_\_ (Seller Concession). The Seller  
98 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
99 and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the  
100 Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items  
101 and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or  
102 credit Buyer elsewhere in this Contract.

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

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

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

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

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

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

127 4.5. **New Loan.**

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

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

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

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

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

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

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

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

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

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

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

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

34

**TRANSACTION PROVISIONS**

165 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

166 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New  
167 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable  
168 by such lender, on or before **Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

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

176 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole  
177 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole  
178 subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's  
179 expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit  
180 condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information  
181 and documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest  
182 in 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  
183 § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective  
184 discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

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

195 **6. APPRAISAL PROVISIONS.**

196 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged  
197 on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set  
198 forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property  
199 to be valued at the Appraised Value.

200 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth  
201 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

202 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
203 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**  
204 **Objection Deadline**, notwithstanding § 8.3 or § 13:

205 **6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

206 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
207 Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

208 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
209 **Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
210 **Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written  
211 withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

212  
213 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements, removals or repairs,  
214 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond  
215 those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of  
216 this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion.  
2 Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the

218 parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or  
219 (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

220 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by   
221 Buyer  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company,  
222 lender's agent or all three.

223  
224 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest  
225 Community and subject to such declaration.

226 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON  
227 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF  
228 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE  
229 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE  
230 ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL  
231 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY  
232 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE  
233 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE  
234 DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE  
235 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE  
236 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.  
237 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE  
238 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY  
239 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF  
240 THE ASSOCIATION.

241 **7.2. Owners' Association Documents.** Owners' Association Documents (Association Documents) consist of the  
242 following:

243 **7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating  
244 agreements, rules and regulations, party wall agreements;

245 **7.2.2.** Minutes of most recent annual owners' meeting;

246 **7.2.3.** Minutes of any directors' or managers' meetings during the six-month period immediately preceding the  
247 date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3,  
248 collectively, Governing Documents); and

249 **7.2.4.** The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual  
250 and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if  
251 any (collectively, Financial Documents).

252 **7.3. Association Documents to Buyer.**

253 **7.3.1. Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the Association  
254 Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the  
255 Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon  
256 Buyer's receipt of the Association Documents, regardless of who provides such documents.

257 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
258 Terminate under § 25.1, on or before **Association Documents Objection Deadline**, based on any unsatisfactory provision in any  
259 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
260 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to  
261 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
262 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**  
263 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to  
264 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any  
265 Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

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

267 **8.1. Evidence of Record Title.**

268  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance  
269 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish  
270 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase  
271 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  
272 issued and delivered to Buyer as soon as practicable at or after Closing.

273  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance  
274 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must

275 furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase  
276 Price.  
277 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

278 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  Will  Will Not contain Owner's  
279 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard  
280 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'  
281 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6)  
282 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC  
283 will be paid by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  Other \_\_\_\_\_.  
284 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
285 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined  
286 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to  
287 object under § 8.4 (Right to Object to Title, Resolution).

288 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations,  
289 covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of  
290 such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
291 Documents).

292 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
293 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
294 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
295 party or parties obligated to pay for the owner's title insurance policy.

296 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
297 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

298 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
299 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.  
300 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding  
301 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or  
302 Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title  
303 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be  
304 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object  
305 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or  
306 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of  
307 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4  
308 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents  
309 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection  
310 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title  
311 Commitment and Title Documents as satisfactory.

312 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
313 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without  
314 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights  
315 of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has  
316 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.,  
317 unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any  
318 unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's  
319 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter  
320 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer  
321 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection  
322 pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in  
323 § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by  
324 the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual  
325 knowledge.

326 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those  
327 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  
328 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

329 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice  
330 of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on  
331 or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller  
332 receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such

333 items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the  
334 Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of  
335 the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also  
336 will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

337 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or  
338 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

339 **8.5. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION  
340 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE  
341 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK  
342 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE  
343 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH  
344 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE  
345 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY  
346 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING  
347 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND  
348 RECORDER, OR THE COUNTY ASSESSOR.

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

351 **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  
352 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the  
353 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate.  
354 If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and  
355 effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval  
356 of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

357 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
358 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
359 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
360 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and  
361 various laws and governmental regulations concerning land use, development and environmental matters.

362 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE.** THE SURFACE ESTATE OF THE  
363 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER  
364 OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR  
365 WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,  
366 GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS  
367 MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE  
368 MINERAL ESTATE, OIL, GAS OR WATER.

369 **8.7.2. SURFACE USE AGREEMENT.** THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO  
370 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A  
371 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND  
372 RECORDER.

373 **8.7.3. OIL AND GAS ACTIVITY.** OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT  
374 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION  
375 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING  
376 OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

377 **8.7.4. ADDITIONAL INFORMATION.** BUYER IS ENCOURAGED TO SEEK ADDITIONAL  
378 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING  
379 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL  
380 AND GAS CONSERVATION COMMISSION.

381 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be excepted, excluded from,  
382 or not covered by the owner's title insurance policy.

383 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are  
384 strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

385 **9. NEW ILC, NEW SURVEY.**

386 **9.1. New ILC or New Survey.** If the box is checked, a  **New Improvement Location Certificate (New ILC)**  
387  **New Survey** in the form of \_\_\_\_\_ is required and the following will apply:

388 **9.1.1. Ordering of New ILC or New Survey.**  **Seller**  **Buyer** will order the New ILC or New Survey. The  
389 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a  
390 date after the date of this Contract.

391 9.1.2. **Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or  
392 before Closing, by:  Seller  Buyer or:  
393  
394

395  
396 9.1.3. **Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider  
397 of the opinion of title if an Abstract of Title), and \_\_\_\_\_ will receive a New ILC or New Survey on or before  
398 **New ILC or New Survey Deadline.**

399 9.1.4. **Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor  
400 to all those who are to receive the New ILC or New Survey.

401 9.2. **Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New  
402 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**  
403 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to  
404 Seller incurring any cost for the same.

405 9.3. **New ILC or New Survey Objection.** Buyer has the right to review and object to the **New ILC or New Survey.** If  
406 the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,  
407 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

408 9.3.1. **Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

409 9.3.2. **New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be  
410 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

411 9.3.3. **New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on  
412 or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement  
413 thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC**  
414 **or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the **New ILC or New Survey**  
415 **Objection** before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline.**

416 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

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

419 10.1. **Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to  
420 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed  
421 by Seller to Seller's actual knowledge, current as of the date of this Contract.

422 10.2. **Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known  
423 by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer  
424 acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

425 10.3. **Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
426 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the  
427 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical,  
428 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the  
429 Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing),  
430 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or  
431 off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective  
432 discretion, Buyer may, on or before **Inspection Objection Deadline:**

433 10.3.1. **Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

434 10.3.2. **Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that  
435 Buyer requires Seller to correct.

436 10.3.3. **Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
437 **Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
438 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the  
439 Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline.**

440 10.4. **Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
441 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
442 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
443 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
444 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
445 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against  
446 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and

447 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed  
448 pursuant to an Inspection Resolution.

449 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for  
450 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**  
451 **Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

452 **10.6. Due Diligence.**

453 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following  
454 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence**

455 **Documents Delivery Deadline:**

- 456  **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;  
457  **10.6.1.2.** Property tax bills for the last \_\_\_\_\_ years;  
458  **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including  
459 architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the  
460 extent now available;  
461  **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;  
462  **10.6.1.5.** Operating statements for the past \_\_\_\_\_ years;  
463  **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;  
464  **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the  
465 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):  
466

- 467  
468  **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet  
469 been completed and capital improvement work either scheduled or in process on the date of this Contract;  
470  **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been  
471 made for the past \_\_\_\_\_ years;  
472  **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not  
473 delivered earlier under § 8.3);  
474  **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,  
475 letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or  
476 other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's  
477 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;  
478  **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of  
479 the Property with said Act;  
480  **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental  
481 authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations,  
482 if any; and  
483  **10.6.1.14.** Other documents and information:  
484  
485  
486  
487

488 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due  
489 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective  
490 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

491 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or  
492 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
493 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

494 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received  
495 by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not agreed in writing to a  
496 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**  
497 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection  
498 before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

499 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**  
500 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over  
501 the Property, in Buyer's sole subjective discretion.

502 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the  
503 Property including Phase I and Phase II Environmental Site Assessments, as applicable.  Seller  Buyer will order or provide  
504 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the  
505 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or \_\_\_\_\_, at the expense



506 of  Seller  Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation  
507 whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations  
508 must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants'  
509 business uses of the Property, if any.

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

515 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the  
516 **Right to Terminate** under § 25.1, on or before **Environmental Inspection Objection Deadline**, or if applicable, the Extended  
517 **Environmental Inspection Objection Deadline**, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole  
518 subjective discretion.

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

521 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
522 owned by Buyer and commonly known as \_\_\_\_\_. Buyer has the **Right to Terminate**  
523 under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such  
524 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  
525 Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

526 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  Does  Does Not  
527 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water  
528 for the Property.  here is No Well. Buyer  Does  Does Not acknowledge receipt of a copy of the current well permit.  
529 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
530 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
531 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

532 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned  
533 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the  
534 Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller  
535 enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably  
withheld or delayed.

537 **11. TENANT ESTOPPEL STATEMENTS.**

538 **11.1. Tenant Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements.  
539 Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline**, statements in a form and substance  
540 reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease  
541 stating:

- 542 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;
- 543 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or  
544 amendments;
- 545 11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;
- 546 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;
- 547 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and
- 548 11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising  
549 the premises it describes.

550 **11.2. Tenant Estoppel Statements Objection.** Buyer has the **Right to Terminate** under § 25.1, on or before **Tenant**  
551 **Estoppel Statements Objection Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion,  
552 or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline**. Buyer also has the  
553 unilateral right to waive any unsatisfactory Estoppel Statement.  
554

**CLOSING PROVISIONS**

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

557 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to  
558 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If  
559 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing  
560 Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and

561 Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this  
562 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

563 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  Are  Are Not executed with  
564 this Contract.

565 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
566 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by  
567 \_\_\_\_\_.

568 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary  
569 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

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

575 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents  
576 accepted by Buyer in accordance with **Record Title**,

577 **13.2.** Distribution utility easements (including cable TV),

578 **13.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has actual  
579 knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC or New Survey**,

580 **13.4.** Inclusion of the Property within any special taxing district, and

581 **13.5.** Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether  
582 assessed prior to or after Closing, and

583 **13.6.** Other \_\_\_\_\_.

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

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

587 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
588 to be paid at Closing, except as otherwise provided herein.

589 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  Buyer  Seller  
590  One-Half by Buyer and One-Half by Seller  Other \_\_\_\_\_.

591 **15.3. Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of  
592 assessments (Status Letter) must be paid by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.  
593 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name  
594 or title of such fee (Association's Record Change Fee) must be paid by  None  Buyer  Seller  One-Half by Buyer  
595 and One-Half by Seller.

596 **15.4. Local Transfer Tax.**  The Local Transfer Tax of \_\_\_\_\_% of the Purchase Price must be paid at Closing by  
597  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

598 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such  
599 as community association fees, developer fees and foundation fees, must be paid at Closing by  None  Buyer  Seller   
600 **One-Half by Buyer and One-Half by Seller.** The Private Transfer fee, whether one or more, is for the following association(s):  
601 \_\_\_\_\_ in the total amount of \_\_\_\_\_% of the Purchase Price or \$ \_\_\_\_\_.

602 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
603 \$ \_\_\_\_\_ for:

604  Water Stock/Certificates  Water District  
605  Augmentation Membership  Small Domestic Water Company  \_\_\_\_\_  
606 and must be paid at Closing by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller

607 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by  
608  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

609 **16. PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:

610 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the  
611 year of Closing, based on  Taxes for the Calendar Year Immediately Preceding Closing  Most Recent Mill Levy and  
612 **Most Recent Assessed Valuation**,  Other \_\_\_\_\_.

613 **16.2. Rents.** Rents based on  Rents Actually Received  Accrued. At Closing, Seller will transfer or credit to  
614 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of

615 such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must  
616 assume Seller's obligations under such Leases.

617 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
618 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred  
619 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.  
620 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.  
621 Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of  Buyer  Seller. Except  
622 however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature  
623 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association  
624 Assessments are currently payable at approximately \$ \_\_\_\_\_ per \_\_\_\_\_ and that there are no unpaid regular  
625 or special assessments against the Property except the current regular assessments and \_\_\_\_\_. Such  
626 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to  
627 deliver to Buyer before **Closing Date** a current Status Letter.

628 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and \_\_\_\_\_  
629 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

630 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to  
631 the Leases as set forth in § 10.6.1.7.

632 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable  
633 to Buyer for payment of \$ \_\_\_\_\_ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and  
634 **Possession Time** until possession is delivered.  
635

636 **GENERAL PROVISIONS**

637 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

638 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain  
639 Time (Standard or Daylight Savings as applicable).

640 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,  
641 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  
federal or Colorado state holiday (Holiday), such deadline  Will  Will Not be extended to the next day that is not a  
Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

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

647 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of  
648 loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of  
649 the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance  
650 proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under  
651 § 25.1, on or before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should  
652 Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance  
653 proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus  
654 the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event  
655 Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the  
656 Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if  
657 acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the  
658 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and  
659 will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the  
660 insurance claim.

661 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication  
662 services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged  
663 between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement  
664 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  
665 maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance  
666 proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or  
667 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before  
668 **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or  
669 Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the  
669

670 Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that  
671 may be purchased and may cover the repair or replacement of such Inclusions.

672 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may  
673 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation  
674 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's  
675 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and  
676 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value  
677 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

678 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
679 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

680 **19.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
681 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  
682 the growing crops.

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

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

690 **21.1. If Buyer is in Default:**

691  **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
692 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree  
693 the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect  
694 to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

695 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller  
696 may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is  
697 agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree  
698 is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY  
699 REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific  
700 performance and additional damages.

701 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received  
702 hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this  
703 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

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

707 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties  
708 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps  
709 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
710 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
711 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
712 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at  
713 that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from  
714 filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation.  
715 This section will not alter any date in this Contract, unless otherwise agreed.

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

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

728 **25. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

766 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

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

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**31. ATTACHMENTS.**

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

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

**SIGNATURES**

Buyer's Name: Kathleen Schmidt

Buyer's Name: [Signature]

Kam Sut 3-4-21  
Buyer's Signature Date

Sylvia Schmidt 3-4-21  
Buyer's Signature Date

Address: 2878 Dakota  
#20396 Colorado City CO  
Phone No.: 719 225 3821  
Fax No.: \_\_\_\_\_  
Email Address: Kataschmiat2@gmail.com

Address: 2878 Dakota  
#20396 Colorado City CO  
Phone No.: 303 478 1506  
Fax No.: \_\_\_\_\_  
Email Address: 107487@gmail.com

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

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

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

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

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

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

(To be completed by Broker working with Buyer)

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

By Address

SP: 196753 Lot 9 Applewood Dr Colorado City, CO 81019

Photo/Document History

Show

Eastern Time	Changed By	Change
09:30:00 PM	Sean Slade (Agent with P.A.)	New Listing (\$6,700)
09:25:00 PM	Sean Slade	Photo for Main View Processed
03:20:00 PM	Linda Lowry - Trainer (MLS Staff)	Misc. Change
03:25:00 PM	Linda Lowry - Trainer (MLS Staff)	Misc. Change
11:11:00 AM	Sean Slade (Agent with P.A.)	Price Change (\$6,700 to \$6,500)
10:50:00 AM	Sean Slade (Agent with P.A.)	Price Change (\$6,500 to \$6,200)
07:00 AM	Sean Slade (Agent with P.A.)	Price Change (\$6,200 to \$6,900)
00 PM	Nancy Slade (Personal Assistant)	Under Contract
02:00 PM	Sean Slade (Agent with P.A.)	Back Active from Under Contract
02:00 PM	Sean Slade (Agent with P.A.)	Listing Repositioned
12:45:00 AM	Sean Slade (Agent with P.A.)	Price Change (\$5,900 to \$6,900)
11:50 AM	Sean Slade (Agent with P.A.)	Misc. Change
07:00 PM	Nancy Slade (Personal Assistant)	Under Contract
07:00 PM	Sean Slade (Agent with P.A.)	Back Active from Under Contract
07:00 PM	Nancy Slade (Personal Assistant)	Under Contract

Showing last 10 days

Showing last 10 days

# REALTORS

Applewood Dr

By Address

MLS# 190824 TBD Applewood Dr Colorado City, CO 81019

Photo/Document History

Date/Eastern Time

Changed By

Change

Date/Eastern Time	Changed By	Change
2020 9 23 00 AM	Sarah Johnson (Agent)	New Listing (\$5,500)
2020 9 23 00 AM	Sarah Johnson	Photo for Main View Processed
2020 9 25 00 AM	Sarah Johnson (Agent)	Listing Repositioned
9 25 00 PM	Sarah Johnson (Agent)	Misc. Change <input type="radio"/>
9 25 00 PM	Sarah Johnson (Agent)	Misc. Change <input type="radio"/>
9 25 00 PM	Sarah Johnson (Agent)	Misc. Change <input type="radio"/>
9 25 00 PM	Sarah Johnson (Agent)	Under Contract
MLS# 190824 TBD Applewood Dr Colorado City, CO 81019		No Photo History

Eastern Time

Changed By

Sean Slade (Agent)

New Listing (Records)

Sean Slade

Photo for Main View Processed

Sean Slade (Agent)

Misc. Change

Sean Slade (Agent)

Misc. Change

Sean Slade (Agent)

Misc. Change

Sean Slade (Agent)

Misc. Change



comps for the Schmut  
offer for the Lot  
on Knoll



Schedule: 451730198  
 Name(s): SCHOCKEY GARY + SHIRLEY  
 C 00000-

Location Address: PO BOX 19784 COLORADO CITY CO 81019-0784  
 Mailing Address:  
 Location Information: Neighborhood: N/A Analysis Area: 0 Tax District: 701

Legal Description: LOT 138 UNIT 20 COLO CITY

Legal description as represented below may NOT be sufficient for transfer of property!  
 PLEASE CONTACT THE ASSESSOR'S OFFICE AT (719)583-8558 FOR CORRECT LEGAL INFORMATION.

**Value Information**

Improvement Value Information	N/A	N/A	N/A
Totals	0	0	0

**Inventory Information**

No Residential Improvement Records Available.

NAMES ARE NOT NECESSARILY LISTED AS TITLE IS HELD. SOME MAY BE SHORTENED OR ABBREVIATED.  
 PLEASE CONTACT THE ASSESSOR'S OFFICE AT (719)583-8603 FOR CORRECT OWNERSHIP.

Show 10 entries

**Transfer History**

Sale Date	Amt	Reception	Type	Grantor	Grantee	Book	Page	Joint Tenancy
04/10/13	2300	1938541	QUIT CLAIM DEED	COLORADO CITY METRO DISTRICT	SCHOCKEY GARY + SHIRLEY	0	0	no
09/17/82	0	787986	WARRANTY DEED	COLORADO CITY DEV CO	COLORADO CITY METRO DISTRICT	0	0	no
N/A	0	372066	UNKNOWN DEED TYPE	COLORADO CITY DEV CO	COLORADO CITY DEV CO	0	0	no

Showing 1 to 3 of 3 entries

First Previous Next Last

- View Property in GIS  
If you experience problems in using the identify property feature on the GIS map page, you may need to allow popups from the Pueblo County Website on your PC. Please refer to our Browser Settings Help document for additional information.

- Find Comparable Land Sales

- Download Notice of Valuation: 2019 v Go

- Download Tax Notice : 2020 v Go

Printer Friendly Version

Include Sketch(es)

Include Photo(s)

View Property Card In PDF Format

**Current Tax Information**

**Mill Levy Property Type Total Tax Amount**

N/A	FEE	.46
110.951	REAL	39.94

View Property Tax History

**Schedule:**4617320199

**Name(s):**SCHOCKEY GARY + SHIRLEY

**Location Address:**0 00000-

**Mailing Address:**PO BOX 19784 COLORADO CITY CO 81019-0784

**Location Information:Neighborhood:** N/A **Analysis Area:** 0 **Tax District:** 70L

*Legal description as represented below may NOT be sufficient for transfer of property!.*

*PLEASE CONTACT THE ASSESSOR'S OFFICE AT (719)583-6558 FOR CORRECT LEGAL INFORMATION!.*

**Legal Description:**LOT 138 UNIT 20 COLO CITY

Value Information

<i>Improvement Value Information</i>	N/A	N/A
<i>Totals</i>	N/A	0 0

**Inventory Information**

No Residential Improvement Records Available.

*NAMES ARE NOT NECESSARILY LISTED AS TITLE IS HELD, SOME MAY BE SHORTENED OR ABBREVIATED.*

*PLEASE CONTACT THE ASSESSOR'S OFFICE AT (719)583-6603 FOR CORRECT OWNERSHIP.*

Show 10 v entries

Search:

Transfer History

Sale Date	Amt	Reception	Type	Grantor	Grantee	Book	Page	Joint Tenancy
04/10/13	2300	1939541	QUIT CLAIM DEED	COLORADO CITY METRO DISTRICT	SCHOCKEY GARY + SHIRLEY	0	0	no
09/17/82	0	707986	WARRANTY DEED	COLORADO CITY DEV CO	COLORADO CITY METRO DISTRICT	0	0	no
N/A	0	372066	UNKNOW DEED TYPE	COLORADO CITY DEV CO	COLORADO CITY DEV CO	0	0	no

Showing 1 to 3 of 3 entries

First Previous 1 Next Last

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Tools Help

Land Information Search Results

Pueblo County Interactive Map

Property Information | Pueblo.org | X

Property Information | Pueblo

co.pueblo.co.us/cgi-bin/webatbroker.wsc/propertyinfo.p?par=4617320199

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ADP Login

Color Chart Color Refe...

Google

### View Property Tax History

Schedule: 4617320199

Name(s): SCHOCKEY GARY + SHIRLEY

0 00000-

Location Address: PO BOX 19784 COLORADO CITY CO 81019-0784

Mailing Address:

Location Information: Neighborhood: N/A Analysis Area: 0 Tax District: 70L

Legal description as represented below may NOT be sufficient for transfer of property.  
PLEASE CONTACT THE ASSESSOR'S OFFICE AT (719)583-6558 FOR CORRECT LEGAL INFORMATION.

Legal Description: LOT 135 UNIT 20 COLO CITY

### Value Information

Improvement Value Information	N/A	N/A
Totals	N/A	0

### Inventory Information

No Residential Improvement Records Available.

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

### Transfer History

Show 10 entries

Sale Date	Amt	Reception	Type	Grantor	Grantee	Book	Page	Joint Tenancy
04/10/13	2300	1939541	QUIT CLAIM DEED	COLORADO CITY METRO DISTRICT	SCHOCKEY GARY + SHIRLEY	0	0	no
09/17/82	0	707985	WARRANTY DEED	COLORADO CITY DEV CO	COLORADO CITY METRO DISTRICT	0	0	no
N/A	0	372066	UNKNOW DEED TYPE	COLORADO CITY DEV CO	COLORADO CITY DEV CO	0	0	no

Showing 1 to 3 of 3 entries

**MLS #: S185753S (Sold)**

**List Price: \$5,500**

**Lot 9 Applewood Dr Colorado City, CO 81019**

Selling Price: \$4,400      Selling Date: 3/3/2021      Selling Office Name: eXp Realty, LLC (#:1138)      Selling Agent Name: Sean Slade (#:2295)  
 Financing: Cash      Seller Points Paid: No      Seller Points Paid Amount: none      Seller Contribution Paid: none  
 Owner Carry: No      Down Payment Assistance: none      Sale Type: Arms Length Sale  
 Addl Sold Comments: none



Total Acres: 0.167      Sub Area: Colorado City  
 Acreage Range: Up to 1 Acre      Area: Southwest County  
 Acreage Source: Court House      School District: 70  
 Possible Use: Single Family      County: Pueblo  
 Taxes: 405.00  
 Prior Tax Year: 2019

Legal Description: LOT 9 UNIT 20 COLO CITY

Parcel #-2:

Lot: 9      Block: 210      Tract/Filing/Unit: 20      Deed Provided: Special  
 Water Rights: No      Description:  
 Frontage:      Lot Faces: North      Zoning: R-8  
 Irregular Lot Size: No      Lot Dimensions:      Lot SqFt: 7275  
 POA Fees:      HOA Dues:      HOA Inclusions: None  
 Property Disclosure Avail: No      Provide Property Disc: No  
 Disclosure: None  
 Documents on File: No Documents  
 Variable Commission: Yes      Comm BA % or \$: 6      Comm TB % or \$: 6      Possession:  
 Commission on Seller Concessions:      Earnest Money Required: 500      Earnest Money To: Fidelity Title  
 Terms: Cash, Conventional, Lease Purchase      Showing Instructions: None  
 Ownership: Seller, FSBO (Sold Comp Only)  
 Exclusions:

Topography/Lot Description: View      Crops: None, Alfalfa  
 Access: Paved      Irrigation: None  
 Water Company: CoCityMetr      Extras: None  
 Water: Public      Curbs/Gutters: Yes  
 Sewer: Public Sewer      Curbs & Gutters: Curbs In, Gutters In  
 Electric Co: San Isabel      Structures: No  
 Electric:      Marquee: No  
 Gas Company: CO Nat Gas      Mineral Rights: No  
 Gas:      Grazing Rights: No

Public Remarks: Perfect for a manufactured home. Nice view and trees on lot! Vacant lot on both sides. Buyer to verify all details, availability of utilities, and requirements with Colorado City Metro District.

Directions: From Hwy 165 go south on Applewood dr., Go left on Applewood Dr., Property is on the left just after Knoll ct.,

MLS/Agent Only Remarks:

Days On Market: 305      Contract Date: 2/27/2021      Appointment Contact #: 719-338-9967  
 Orig LP: \$6,700      Internet: Yes      DsplyAddr: Yes      AllowAVM: No      AllowCmmts: No      Photo: Provided  
 Listing Office: eXp Realty, LLC (#:1138)  
 Main: (888) 440-2724  
 Fax:  
 Showing #:

Information Herein Deemed Reliable but Not Guaranteed

**MLS #: S190824S (Sold)**

**List Price: \$5,500**

**TBD Applewood Dr Colorado City, CO 81019**

Selling Price: \$5,000      Selling Date: 3/3/2021      Selling Office Name: Keller Williams Performance Realty (#:547)      Selling Agent Name: Sarah Johnson (#:2407)  
 Financing: Cash      Seller Points Paid: No      Seller Points Paid Amount: 0      Seller Contribution Paid: 0  
 Owner Carry: No      Down Payment Assistance: 0      Sale Type: Arms Length Sale  
 Addl Sold Comments: 0



Total Acres: 0.171      Sub Area: Colorado City  
 Acreage Range: Up to 1 Acre      Area: Southwest County  
 Acreage Source: Court House      School District: 70  
 Possible Use: Single Family      County: Pueblo  
 Taxes: 162.58  
 Prior Tax Year: 162

Legal Description: Lot 10 unit 20 Colo City

Parcel #-2:

Lot: 10      Block: n/a      Tract/Filing/Unit: 20      Deed Provided: General  
 Water Rights: No      Description:  
 Frontage: 56      Lot Faces: North      Zoning: R-8  
 Irregular Lot Size: No      Lot Dimensions: 56'x112'x77'x112'      Lot SqFt: 7448  
 POA Fees:      HOA Dues:      HOA Inclusions: None

Property Disclosure Avail: Yes      Provide Property Disc: Yes

Disclosure: None

Documents on File: No Documents

Variable Commission: No      Comm BA % or \$: 6      Comm TB % or \$: 6      Possession: Day of Closing  
 Commission on Seller Concessions:      Earnest Money Required: 500      Earnest Money To: Land Title  
 Terms: Cash, Conventional      Showing Instructions: None

Ownership: Seller

Exclusions:

Topography/Lot Description: Flat, View      Crops: None  
 Access: Paved      Irrigation: None  
 Water Company: CoCityMetr      Extras: None  
 Water: Public      Curbs/Gutters: Yes  
 Sewer: Public Sewer      Curbs & Gutters: No Curbs, Gutters In  
 Electric Co: San Isabel      Structures: No  
 Electric:      Marquee: No  
 Gas Company: CO Nat Gas      Mineral Rights: No  
 Gas:      Grazing Rights: No

Public Remarks: Stop paying rent and move your mobile home to your own piece of heaven, set it up as a rental property, or have a cozy place to stay while enjoying near by San Isabelle. Flat lot with a view of the mountains near I-25, Holly Dot golf course, Lake Beckwith, and national forest land, this is a perfect location to get away from it all without losing the convenience of an easy commute. This lot backs to a large open space which gives it a peaceful, open feeling. Check out local information here <https://greenhornchamber.org/>. Buyer to verify all aspects of this property including zoning, location and utilities available.

Directions: Take I-25 South from Pueblo. Take exit 74 for Co-165 W toward Colo City Rye. Turn right onto Co-165 W. Turn left onto County Rd CC246. Turn left onto Applewood Dr.

MLS/Agent Only Remarks: This property is zoned R-8 for mobile homes. CTMe ready. Title company is :Land Title Please email offers to sarah.j@kw.com; Please note, this property has a Treasurer's Deed. Please allow four weeks for title work in offer.

Days On Market: 91      Contract Date: 1/13/2021      Appointment Contact #: 720-272-3915

Orig LP: \$5,500      Internet: Yes      DsplyAddr: Yes      AllowAVM: Yes      AllowCmmts: Yes      Photo: Provided

Listing Office: Keller Williams Performance Realty (#:547)

Main: (719) 583-1100

Fax: (719) 583-9900

Showing #: (800) 746-9464

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Information Herein Deemed Reliable but Not Guaranteed





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

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

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)
(Property with No Residences)
(Property with Residences-Residential Addendum Attached)

Date: 3/24/2021

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. Dee Land, LLC, a Colorado Limited Liability Company (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other

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

2.3. Seller. COLORADO CITY METRO DISTRICT (Seller) is the current owner of the Property described below.

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

- LOT 270 UNIT 9 COLORADO CITY AMENDED
LOT 299 UNIT 9 COLORADO CITY AMENDED
LOT 458 UNIT 9 COLORADO CITY AMENDED
LOT 107 UNIT 9 COLORADO CITY AMENDED
LOT 305 UNIT 9 COLORADO CITY AMENDED
LOT 276 UNIT 9 COLORADO CITY AMENDED
LOT 544 UNIT 9 COLORADO CITY AMENDED

known as No. TBD Vacant Land Colorado City CO 81019
Street Address City State Zip

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

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

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

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

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

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

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

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

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

53  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4  
 54 and 2.7.5, will be transferred to Buyer at Closing:  
 55  
 56  
 57

58  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if  
 59 the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes,  
 60 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered  
 61 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a  
 62 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in  
 63 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is  
 64 \_\_\_\_\_.

65  **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:  
 66  
 67  
 68

69 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being  
 70 conveyed as part of the Purchase Price as follows:  
 71  
 72  
 73

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

76 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),  
 77 § 2.7.3 (Well Rights), § 2.7.4 (Water Stock Certificates), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to  
 78 Buyer by executing the applicable legal instrument at Closing.

79 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:  
 80  
 81  
 82

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

84 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	
		<b>Title</b>	
2	§ 8.1, 8.4	Record Title Deadline	
3	§ 8.2, 8.4	Record Title Objection Deadline	
4	§ 8.3	Off-Record Title Deadline	
5	§ 8.3	Off-Record Title Objection Deadline	
6	§ 8.5	Title Resolution Deadline	
7	§ 8.6	Right of First Refusal Deadline	
		<b>Owners' Association</b>	
8	§ 7.2	Association Documents Deadline	
9	§ 7.4	Association Documents Termination Deadline	
		<b>Seller's Disclosures</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		<b>Loan and Credit</b>	
12	§ 5.1	New Loan Application Deadline	
13	§ 5.2	New Loan Termination Deadline	
14	§ 5.3	Buyer's Credit Information Deadline	
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
16	§ 5.4	Existing Loan Deadline	
17	§ 5.4	Existing Loan Termination Deadline	

18	§ 5.4	Loan Transfer <b>Approval</b> Deadline	
19	§ 4.7	Seller or Private <b>Financing</b> Deadline	
		<b>Appraisal</b>	
20	§ 6.2	Appraisal Deadline	
21	§ 6.2	<b>Appraisal</b> Objection Deadline	
22	§ 6.2	Appraisal Resolution Deadline	
		<b>Survey</b>	
23	§ 9.1	New ILC or New Survey Deadline	
24	§ 9.3	New ILC or New Survey Objection Deadline	
25	§ 9.3	New ILC or New Survey Resolution Deadline	
		<b>Inspection and Due Diligence</b>	
26	§ 10.3	Inspection Objection Deadline	
27	§ 10.3	Inspection Termination Deadline	
28	§ 10.3	Inspection Resolution Deadline	
29	§ 10.5	Property Insurance Termination Deadline	
30	§ 10.6	Due Diligence Documents Delivery Deadline	
31	§ 10.6	Due Diligence Documents Objection Deadline	
32	§ 10.6	Due Diligence Documents Resolution Deadline	
33	§ 10.6	Environmental Inspection Termination Deadline	
34	§ 10.6	ADA Evaluation Termination Deadline	
35	§ 10.7	Conditional Sale Deadline	
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
37	§ 11.1,11.2	Estoppel Statements Deadline	
38	§ 11.3	Estoppel Statements Termination Deadline	
		<b>Closing and Possession</b>	
39	§ 12.3	Closing Date	04/09/2021 Or sooner
40	§ 17	Possession Date	at time of funding
41	§ 17	Possession Time	
42	§ 28	<b>Acceptance Deadline Date</b>	04/02/2021
43	§ 28	<b>Acceptance Deadline Time</b>	5 PM

85 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline  
86 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline  
87 is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains  
88 a selection of "None", such provision means that "None" applies.

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

90 **4. PURCHASE PRICE AND TERMS.**

91 **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	\$ 20,000	
2	§ 4.3	Earnest Money		\$
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$ 20,000
10		<b>TOTAL</b>	\$ 20,000	\$ 20,000

92 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ \_\_\_\_\_ (Seller Concession). The Seller  
93 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender  
94 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller

95 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any  
96 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
97 elsewhere in this Contract.

98 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a \_\_\_\_\_, will be  
99 payable to and held by \_\_\_\_\_ (Earnest Money Holder), in its trust account, on behalf of  
100 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree  
101 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the  
102 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to  
103 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado  
104 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest  
105 Money Holder in this transaction will be transferred to such fund.

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

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

113 **4.4. Form of Funds; Time of Payment; Available Funds.**

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

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

122 **4.5. New Loan.**

123 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable,  
124 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

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

128 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  
129  **Conventional**  **Other** \_\_\_\_\_.

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

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

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

143 **4.7. Seller or Private Financing.**

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

148 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  **Buyer**  
149  **Seller** will deliver the proposed Seller financing documents to the other party on or before \_\_\_\_\_ days before **Seller or**  
150 **Private Financing Deadline**.

151 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon  
152 Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and

153 compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such  
154 Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

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

159 

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

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

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

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

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

190 **6. APPRAISAL PROVISIONS.**

191 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on  
192 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth  
193 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be  
194 valued at the Appraised Value.

195 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth  
196 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

197 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the  
198 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**  
199 **Objection Deadline**, notwithstanding § 8.3 or § 13:

200 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;  
201 or

202 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the  
203 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

204 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**  
205 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**  
206 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of  
207 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

208 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,  
209 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond  
210 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's  
211 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy  
212 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is  
213 waived in writing by Buyer.

214 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  Buyer  
215  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's  
216 agent or all three.

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

219 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON  
220 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF  
221 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE  
222 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE  
223 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL  
224 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS  
225 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD  
226 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS  
227 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING  
228 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A  
229 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF  
230 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL  
231 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE  
232 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE  
233 ASSOCIATION.

234 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),  
235 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association  
236 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt  
237 of the Association Documents, regardless of who provides such documents.

238 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

239 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,  
240 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,  
241 C.R.S.;

242 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;  
243 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual  
244 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding  
245 minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

246 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,  
247 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must  
248 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed  
249 (Association Insurance Documents);

250 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as  
251 disclosed in the Association's last Annual Disclosure;

252 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget  
253 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for  
254 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent  
255 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the  
256 Association's community association manager or Association will charge in connection with the Closing including, but not limited  
257 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for  
258 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of  
259 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and  
260 7.3.5, collectively, Financial Documents);

261 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,  
262 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction  
263 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2

264 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common  
265 elements or limited common elements of the Association property.

266 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to  
267 Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any  
268 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after  
269 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to  
270 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive  
271 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**  
272 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to  
273 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right  
274 to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

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

276 **8.1. Evidence of Record Title.**

277  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company  
278 to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer,  
279 a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this  
280 box is checked,  an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and  
281 delivered to Buyer as soon as practicable at or after Closing.

282  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company  
283 to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a  
284 current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.  
285 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

286 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain Owner's  
287 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard  
288 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens,  
289 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid  
290 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be  
291 paid by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.  
292 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over  
293 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,  
294 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under  
295 § 8.5 (Right to Object to Title, Resolution).

296 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,  
297 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such  
298 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title  
299 Documents).

300 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title  
301 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county  
302 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the  
303 party or parties obligated to pay for the owner's title insurance policy.

304 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any  
305 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

306 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the  
307 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's  
308 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or  
309 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title  
310 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment  
311 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to  
312 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  
313 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,  
314 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,  
315 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to  
316 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence  
317 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline  
318 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents  
319 as satisfactory.

320 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing  
321 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without

322 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of  
323 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section  
324 excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to  
325 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line  
326 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether  
327 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's  
328 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter  
329 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer  
330 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant  
331 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title,  
332 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified  
333 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which  
334 Buyer has actual knowledge.

335 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**  
336 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**  
337 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**  
338 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**  
339 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**  
340 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**  
341 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**  
342 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**  
343 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**  
344 **RECORDER, OR THE COUNTY ASSESSOR.**

345 A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)  
346 must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such  
347 inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection**  
348 **Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the  
349 **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's  
350 inclusion in a special taxing district as unsatisfactory to Buyer.

351 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters  
352 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer  
353 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

354 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of  
355 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or  
356 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives  
357 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and  
358 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
359 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4  
360 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days  
361 after Buyer's receipt of the applicable documents; or

362 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before  
363 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

364 **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  
365 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right  
366 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the  
367 right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.  
368 Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this  
369 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

370 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed  
371 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,  
372 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,  
373 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various  
374 laws and governmental regulations concerning land use, development and environmental matters.

375 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
376 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**  
377 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**  
378 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**  
379 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**



380 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**  
381 **GAS OR WATER.**

382 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**  
383 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**  
384 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**  
385 **RECORDER.**

386 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**  
387 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**  
388 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**  
389 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

390 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
391 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**  
392 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**  
393 **AND GAS CONSERVATION COMMISSION.**

394 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or  
395 not covered by the owner's title insurance policy.

396 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are  
397 strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

398 **9. NEW ILC, NEW SURVEY.**

399 **9.1. New ILC or New Survey.** If the box is checked, a: 1)  **New Improvement Location Certificate (New ILC)**; or,  
400 2)  **New Survey** in the form of \_\_\_\_\_; is required and the following will apply:

401 **9.1.1. Ordering of New ILC or New Survey.**  **Seller**  **Buyer** will order the New ILC or New Survey. The  
402 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date  
403 after the date of this Contract.

404 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before  
405 Closing, by:  **Seller**  **Buyer** or:

406  
407  
408 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of  
409 the opinion of title if an Abstract of Title) and \_\_\_\_\_ will receive a New ILC or New Survey on or before **New**  
410 **ILC or New Survey Deadline.**

411 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor  
412 to all those who are to receive the New ILC or New Survey.

413 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New  
414 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**  
415 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to  
416 Seller incurring any cost for the same.

417 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the New ILC or New Survey. If the  
418 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer  
419 may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

420 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

421 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be  
422 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

423 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or  
424 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on  
425 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New**  
426 **Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before  
427 such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

428 

<b>DISCLOSURE, INSPECTION AND DUE DILIGENCE</b>
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429 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**  
430 **WATER.**

431 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer  
432 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller  
433 to Seller's actual knowledge and current as of the date of this Contract.

434 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer  
435 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material  
436 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely  
437 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing  
438 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that  
439 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

440 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections  
441 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical  
442 condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,  
443 HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property  
444 (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any  
445 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the  
446 Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion,  
447 Buyer may:

448 **10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written  
449 description of any unsatisfactory condition that Buyer requires Seller to correct; or

450 **10.3.2. Terminate.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1,  
451 that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of**  
452 **Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

453 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**  
454 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,  
455 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection  
456 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline.**

457 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement  
458 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at  
459 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer  
460 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,  
461 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such  
462 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against  
463 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and  
464 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed  
465 pursuant to an Inspection Resolution.

466 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for  
467 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**  
468 **Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

469 **10.6. Due Diligence.**

470 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following  
471 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents**  
472 **Delivery Deadline:**

- 473  **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- 474  **10.6.1.2.** Property tax bills for the last \_\_\_\_\_ years;
- 475  **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,  
476 electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now  
477 available;
- 478  **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
- 479  **10.6.1.5.** Operating statements for the past \_\_\_\_\_ years;
- 480  **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- 481  **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the  
482 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

- 483
- 484
- 485  **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet  
486 completed and capital improvement work either scheduled or in process on the date of this Contract;
- 487  **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made  
488 for the past \_\_\_\_\_ years;
- 489  **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered  
490 earlier under § 8.3);
- 491  **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,  
492 letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or

493 other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's  
494 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

495  10.6.1.12. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the  
496 Property with said Act;

497  10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority  
498 with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

499  10.6.1.14. Other documents and information:  
500  
501

502 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence  
503 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,  
504 Buyer may, on or before **Due Diligence Documents Objection Deadline**:

505 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;  
506 or

507 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any  
508 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

509 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by  
510 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement  
511 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**  
512 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such  
513 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

514 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**  
515 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over  
516 the Property, in Buyer's sole subjective discretion.

517 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the  
518 Property including Phase I and Phase II Environmental Site Assessments, as applicable.  Seller  Buyer will order or provide  
519  **Phase I Environmental Site Assessment**,  **Phase II Environmental Site Assessment** (compliant with most current version  
520 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or \_\_\_\_\_,  
521 at the expense of  Seller  Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an  
522 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and  
523 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's  
524 tenants' business uses of the Property, if any.

525 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**  
526 **Inspection Termination Deadline** will be extended by \_\_\_\_\_ days (Extended Environmental Inspection  
527 Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the  
528 **Closing Date** will be extended a like period of time. In such event,  Seller  Buyer must pay the cost for such Phase II  
529 Environmental Site Assessment.

530 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the  
531 Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended  
532 Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole  
533 subjective discretion.

534 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any  
535 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

536 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property  
537 owned by Buyer and commonly known as \_\_\_\_\_. Buyer has the Right  
538 to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if  
539 such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's  
540 Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

541 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  Does  Does Not  
542 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for  
543 the Property.  There is No Well. Buyer  Does  Does Not acknowledge receipt of a copy of the current well permit.  
544 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**  
545 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**  
546 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

547 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned  
548 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease  
549 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into  
550 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld  
551 or delayed.

552 **11. ESTOPPEL STATEMENTS.**

553 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must  
554 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,  
555 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)  
556 attached to a copy of the Lease stating:

- 557 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;
- 558 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or  
559 amendments;
- 560 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;
- 561 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;
- 562 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and
- 563 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease  
564 demising the premises it describes.

565 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed  
566 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents  
567 required §11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

568 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 25.1, on or before **Estoppel**  
569 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if  
570 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to  
571 waive any unsatisfactory Estoppel Statement.

572 **CLOSING PROVISIONS**

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

574 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable  
575 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is  
576 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a  
577 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any  
578 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
579 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

580 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions  **Are**  **Are Not** executed with  
581 this Contract.

582 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as  
583 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by  
584 \_\_\_\_\_.

585 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between  
586 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

587 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender  
588 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

589  special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  personal representative's  
590 deed  \_\_\_\_\_ deed. Seller, provided another deed is not selected, must execute and deliver a good  
591 and sufficient special warranty deed to Buyer, at Closing.

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

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

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

599 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required  
600 to be paid at Closing, except as otherwise provided herein.

601 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  **Buyer**  **Seller**  
602  **One-Half by Buyer and One-Half by Seller**  **Other** \_\_\_\_\_.

603 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly  
604 request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter  
605 must be paid by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller. Any Record Change Fee must  
606 be paid by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

607 **15.4. Local Transfer Tax.**  The Local Transfer Tax of \_\_\_\_\_% of the Purchase Price must be paid at Closing by  
608  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

609 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such  
610 as community association fees, developer fees and foundation fees, must be paid at Closing by  None  Buyer  Seller  
611  One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):  
612 \_\_\_\_\_ in the total amount of \_\_\_\_\_% of the Purchase Price or \$ \_\_\_\_\_.

613 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed  
614 \$ \_\_\_\_\_ for:

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

618 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by   
619 None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

620 **15.8. FIRPTA and Colorado Withholding.**

621 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be  
622 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the  
623 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller  IS a foreign  
624 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign  
625 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
626 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to  
627 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
628 if an exemption exists.

629 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds  
630 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to  
631 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding  
632 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's  
633 tax advisor to determine if withholding applies or if an exemption exists.

634 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the **Closing Date**, except as  
635 otherwise provided:

636 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the  
637 year of Closing, based on  Taxes for the Calendar Year Immediately Preceding Closing  Most Recent Mill Levy and Most  
638 Recent Assessed Valuation,  Other \_\_\_\_\_.

639 **16.2. Rents.** Rents based on  Rents Actually Received  Accrued. At Closing, Seller will transfer or credit to Buyer  
640 the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer  
641 and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's  
642 obligations under such Leases.

643 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in  
644 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance  
645 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer  
646 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special  
647 assessment assessed prior to **Closing Date** by the Association will be the obligation of  Buyer  Seller. Except however, any  
648 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether  
649 assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments  
650 against the Property except the current regular assessments and \_\_\_\_\_. Association Assessments  
651 are subject to change as provided in the Governing Documents.

652 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and \_\_\_\_\_.

653 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

654 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the  
655 Leases as set forth in § 10.6.1.7.

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

**GENERAL PROVISIONS**

660 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

661 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time  
662 (Standard or Daylight Savings, as applicable).

663 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after MEC), when the  
664 ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or  
665 federal or Colorado state holiday (Holiday), such deadline  Will  Will Not be extended to the next day that is not a Saturday,  
666 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

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

670 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss  
671 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the  
672 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,  
673 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or  
674 before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to  
675 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were  
676 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any  
677 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received  
678 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to  
679 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's  
680 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney  
681 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such  
682 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

683 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),  
684 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date  
685 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion  
686 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or  
687 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
688 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before  
689 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the  
690 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must  
691 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive  
692 Closing.

693 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may  
694 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation  
695 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's  
696 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and  
697 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value  
698 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

699 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the  
700 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

701 **19.5. Home Warranty. [Intentionally Deleted]**

702 **19.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne  
703 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  
704 the growing crops.

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

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

712 **21.1. If Buyer is in Default:**

713  **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid  
714 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the  
715 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to  
716 treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

717 **21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked.** Seller may  
718 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that  
719 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and  
720 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for  
721 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and  
722 additional damages.

723 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received  
724 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat  
725 this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

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

729 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties  
730 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps  
731 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is  
732 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator  
733 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire  
734 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that  
735 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a  
736 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This  
737 Section will not alter any date in this Contract, unless otherwise agreed.

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

749 **25. TERMINATION.**

750 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the  
751 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written  
752 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or  
753 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory  
754 and waives the Right to Terminate under such provision.

755 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned  
756 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

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

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

764 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in  
765 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices

766 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be  
767 received by the party, not Broker or Brokerage Firm).

768 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or  
769 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker  
770 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)  
771 at the electronic address of the recipient by facsimile, email or \_\_\_\_\_.

772 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
773 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
774 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

775 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with  
776 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property  
777 located in Colorado.

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

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

787 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

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

790  
791  
792  
793  
794

795 **31. OTHER DOCUMENTS.**

796 **31.1.** The following documents are a part of this Contract:

797  
798  
799

800 **31.2.** The following documents have been provided but are not a part of this Contract:

801  
802  
803

804 **SIGNATURES**

805

Buyer's Name: Eldirdiri Mohamed Abueladahab, Member \_\_\_\_\_

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

eldirdiri abueladahab  
Buyer's Signature \_\_\_\_\_  
Date \_\_\_\_\_

Digitally signed by eldirdiri abueladahab  
Date: 2021.03.24 14:45:10 -0800

Buyer's Signature \_\_\_\_\_  
Date \_\_\_\_\_

Address: 20299 E Purdue Pl \_\_\_\_\_  
Aurora, CO 80013 \_\_\_\_\_  
Phone No.: 720-272-1751 \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: dee@deelands.com \_\_\_\_\_

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



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

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

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

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Seller's Signature Date

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

807

808

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

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

(To be completed by Broker working with Buyer)

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

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

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

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

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

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

Brokerage Firm's License #: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

Broker's License #: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

(To be completed by Broker working with Seller)

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

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

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

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

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

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

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

Brokerage Firm's License #: \_\_\_\_\_

Broker's Name: \_\_\_\_\_

Broker's License #: \_\_\_\_\_

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

\_\_\_\_\_  
Date

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

809

**MLS #: S182325S (Sold) List Price: \$2,000****TBD Mt. Sneffels**

Selling Price: \$1,800      Selling Date: 2/26/2021      Selling Office Name: RE/MAX Pueblo West, Inc (#:19)      Selling Agent: (#:2071)

Financing: Cash      Seller Points Paid: No      Seller Points Paid Amount: 0      Seller

Owner Carry: No      Down Payment Assistance: 0      Sale Type: Arms Le

Addl Sold Comments: 0



Total Acres: 0.165

Sub Area

Acreage Range: Up to 1 Acre

Area: So

Acreage Source: Court House

School D

Possible Use: Single Family

County:

Taxes: 2.

Prior Tax

Legal Description: LOT 639 UNIT 7 COLO CITY

Parcel #-2:

Lot: 639      Block: 0      Tract/Filing/Unit: 7      Deed Provided: Spe

Water Rights: No      Description:

Frontage:      Lot Faces:      Zoning: R-2

Irregular Lot Size: Yes      Lot Dimensions:      Lot 5

POA Fees:      HOA Dues:      HOA Inclusions: None

Property Disclosure Avail: No      Provide Property Disc: No

Disclosure: None

Documents on File: No Documents

Variable Commission: Yes      Comm BA % or \$: 4      Comm TB % or \$: 4

Commission on Seller Concessions:      Earnest Money Required: 500      Earr

Terms: Cash      Showing Instructions: None

Ownership: Seller

Exclusions:

Topography/Lot Description: Flat, View, Mountain View,

Crops: None

Irregular

Irrigation: None

Access: Unpaved, 4WD Recommended, Other-See Remarks

Extras: None

Water Company: None

Curbs/Gutters: No

Water: None

Curbs & Gutters: No Curbs, No

Sewer: None

Structures: No

Electric Co:

Marquee: No

Electric:

Mineral Rights: No

Gas Company: None

Grazing Rights: No

Gas:

**MLS #: S186657S (Sold) List Price: \$5,250**

**TBD Culpeper**

Selling Price: \$4,000      Selling Date: 2/5/2021      Selling Office Name: Southern Colo RE Brokers (#:500)      Selling Agent: (#:2167)  
 Financing: Cash      Seller Points Paid: No      Seller Points Paid Amount: 0      Seller  
 Owner Carry: No      Down Payment Assistance: 0      Sale Type: Arms Le  
 Addl Sold Comments: 0



Total Acres: 0.193      Sub Area  
 Acreage Range:      Area: So  
 Acreage Source: Court House      School D  
 Possible Use: Single Family      County:  
 Taxes: 6.  
 Prior Tax

Legal Description: LOT 274 UNIT 45 COLO CITY LOT 228 UNIT 45 COLO CITY LOT 352 UNIT 45 COLC  
 Parcel #-2: 4736445008

Lot: 274      Block: n/a      Tract/Filing/Unit: 45      Deed Provided: S

Water Rights: No      Description:

Frontage:      Lot Faces:      Zoning: R-1

Irregular Lot Size: Yes      Lot Dimensions:      Lot S

POA Fees:      HOA Dues:      HOA Inclusions: None

Property Disclosure Avail: No      Provide Property Disc: No

Disclosure: None

Documents on File: No Documents

Variable Commission: Yes      Comm BA % or \$: 3      Comm TB % or \$: 3

Commission on Seller Concessions:      Earnest Money Required: 250      Earnest Mc

Terms: Cash      Showing Instructions: None

Ownership: Seller

Exclusions: None

Topography/Lot Description: View, Irregular      Crops: None  
 Access: Easement      Irrigation: None  
 Water Company: None      Extras: None  
 Water: None      Curbs/Gutters:  
 Sewer: None      Curbs & Gutters: No Curbs, No  
 Electric Co:      Structures:  
 Electric:      Marquee:  
 Gas Company: None      Mineral Rights:  
 Gas:      Grazing Rights:

**MLS #: S187951S (Sold) List Price: \$3,500****TBD Terles**

Selling Price: \$2,800      Selling Date: 2/17/2021      Selling Office Name: Southern Colo RE Brokers (#:500)      Selling Age (#:2167)

Financing: Cash      Seller Points Paid: No      Seller Points Paid Amount: 0      Seller

Owner Carry: No      Down Payment Assistance: 0      Sale Type: Arms Le

Addl Sold Comments: 0



Total Acres: 0.426

Sub Area

Acreage Range:

Area: So

Acreage Source: Court House

School D

Possible Use: Single Family

County:

Taxes: 34

Prior Tax

Legal Description: LOT 788 UNIT 23 COLO CITY & LOT 789 UNIT 23 COLO CITY

Parcel #-2: 4734123248

Lot: 788      Block: n/a      Tract/Filing/Unit: 23      Deed Provided: S

Water Rights: No      Description:

Frontage:      Lot Faces:      Zoning: R-1

Irregular Lot Size: No      Lot Dimensions: n/a      Lot 9

POA Fees:      HOA Dues:      HOA Inclusions: None

Property Disclosure Avail: No      Provide Property Disc: No

Disclosure: None

Documents on File: No Documents

Variable Commission: Yes      Comm BA % or \$: 3      Comm TB % or \$: 3

Commission on Seller Concessions:      Earnest Money Required: 250      Earnest Mc

Terms: Cash      Showing Instructions: None

Ownership: Seller

Exclusions:

Topography/Lot Description: View, Mountain View, Irregular

Crops: None

Access: Easement

Irrigation: None

Water Company: CoCityMetr

Extras: None

Water: None

Curbs/Gutters:

Sewer: None

Curbs & Gutters: No Curbs, No

Electric Co:

Structures:

Electric:

Marquee:

Gas Company: None

Mineral Rights:

Gas:

Grazing Rights:

**MLS #: S191626S (Sold) List Price: \$4,000**

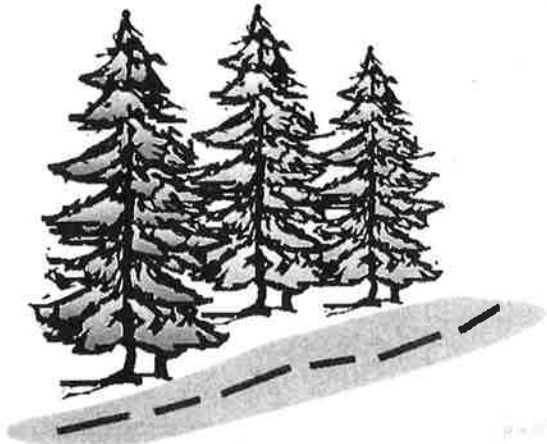
**4914 Hickli**

Selling Price: \$4,000      Selling Date: 2/19/2021      Selling Office Name: Southern Colo RE Brokers (#:500)      Selling Age (#:2167)

Financing: Cash      Seller Points Paid: No      Seller Points Paid Amount: 0      Seller

Owner Carry: No      Down Payment Assistance: 0      Sale Type: Arms Le

Addl Sold Comments: 0



Total Acres: 0.3      Sub Area

Acreage Range:      Area: So

Acreage Source: Court House      School D

Possible Use: Single Family      County:

Taxes: 88      Prior Tax

Legal Description: LOT 945 UNIT 1 COLORADO CITY AMENDED, LOT 946 UNIT 1 COLORADO CITY A  
Parcel #-2: 4724201316

Lot: 945      Block: 0      Tract/Filing/Unit: 1      Deed Provided: Spe

Water Rights: No      Description:

Frontage:      Lot Faces:      Zoning: R-2

Irregular Lot Size: Yes      Lot Dimensions:      Lot Sqf

POA Fees:      HOA Dues:      HOA Inclusions: None

Property Disclosure Avail: No      Provide Property Disc: No

Disclosure: None

Documents on File: No Documents

Variable Commission: Yes      Comm BA % or \$: 3      Comm TB % or \$: 3

Commission on Seller Concessions:      Earnest Money Required: 500      Earnest Mc

Terms: Cash      Showing Instructions: None

Ownership: Seller

Exclusions: none

Topography/Lot Description: Mountain View, Irregular      Crops: None

Access: Unpaved      Irrigation: None

Water Company: CoCityMetr      Extras: None

Water: None      Curbs/Gutters: No

Sewer: None      Curbs & Gutters: No Curbs, No

Electric Co:      Structures: No

Electric:      Marquee: No

Gas Company: Other      Mineral Rights: No

Gas:      Grazing Rights: No

MLS #	List Price	SELLING PRICE	SELLING DATE	LEGAL DESCRIPTION	PARCEL NUMBER	ZONING	WATER	SEWER	LOT SQFT
S1823255	\$2,000	\$1,800	2/26/2021	LOT 639 UNIT 7 COLO CITY	4629207162	R-2	None	None	7208
S186657S	\$1,750	\$1,333	2/5/2021	LOT 274 UNIT 45 COLO CITY	4736445054	R-1	None	None	8400
S186657S	\$1,750	\$1,333	2/5/2021	LOT 228 UNIT 45 COLO CITY	4736445008	R-1	None	None	8540
S186657S	\$1,750	\$1,333	2/5/2021	LOT 352 UNIT 45 COLO CITY	4736445134	R-1	None	None	7031
S187951S	\$1,750	\$1,400	2/17/2021	LOT 788 UNIT 23 COLO CITY	4734123248	R-1	None	None	8872
S187951S	\$1,750	\$1,400	2/17/2021	LOT 789 UNIT 23 COLO CITY	4734123249	R-1	None	None	9683
S191626S	\$2,000	\$2,000	2/19/2021	LOT 945 UNIT 1 COLORADO CITY AMENDED	4724201077	R-2	None	None	6618
S191626S	\$2,000	\$2,000	2/19/2021	LOT 946 UNIT 1 COLORADO CITY AMENDED	4724201316	R-2	None	None	6708
Average		\$1,433							

- 3 Lots were advertised for \$5,250 and sold for \$4,000
- 2 Lots were advertised for \$3,500 and sold for \$2,800
- 2 Lots were advertised for \$4,000 and sold for \$4,000

**Properties in the my offer**

Offering Price	LEGAL DESCRIPTION	PARCEL NUMBER	ZONING	WATER	SEWER	LOT SQFT
\$2,500	LOT 270 UNIT 9 COLORADO CITY AMENDED	4713409126	R-2	None	None	
\$2,500	LOT 305 UNIT 9 COLORADO CITY AMENDED	4713409148	R-2	None	None	
\$2,500	LOT 299 UNIT 9 COLORADO CITY AMENDED	4713409142	R-2	None	None	
\$2,500	LOT 276 UNIT 9 COLORADO CITY AMENDED	4713409120	R-2	None	None	
\$2,500	LOT 458 UNIT 9 COLORADO CITY AMENDED	4713409116	R-2	None	None	
\$2,500	LOT 544 UNIT 9 COLORADO CITY AMENDED	4713309095	R-2	None	None	
\$5,000	LOT 107 UNIT 9 COLORADO CITY AMENDED	4713409050	R-2	YES	YES	
Average						\$2,857

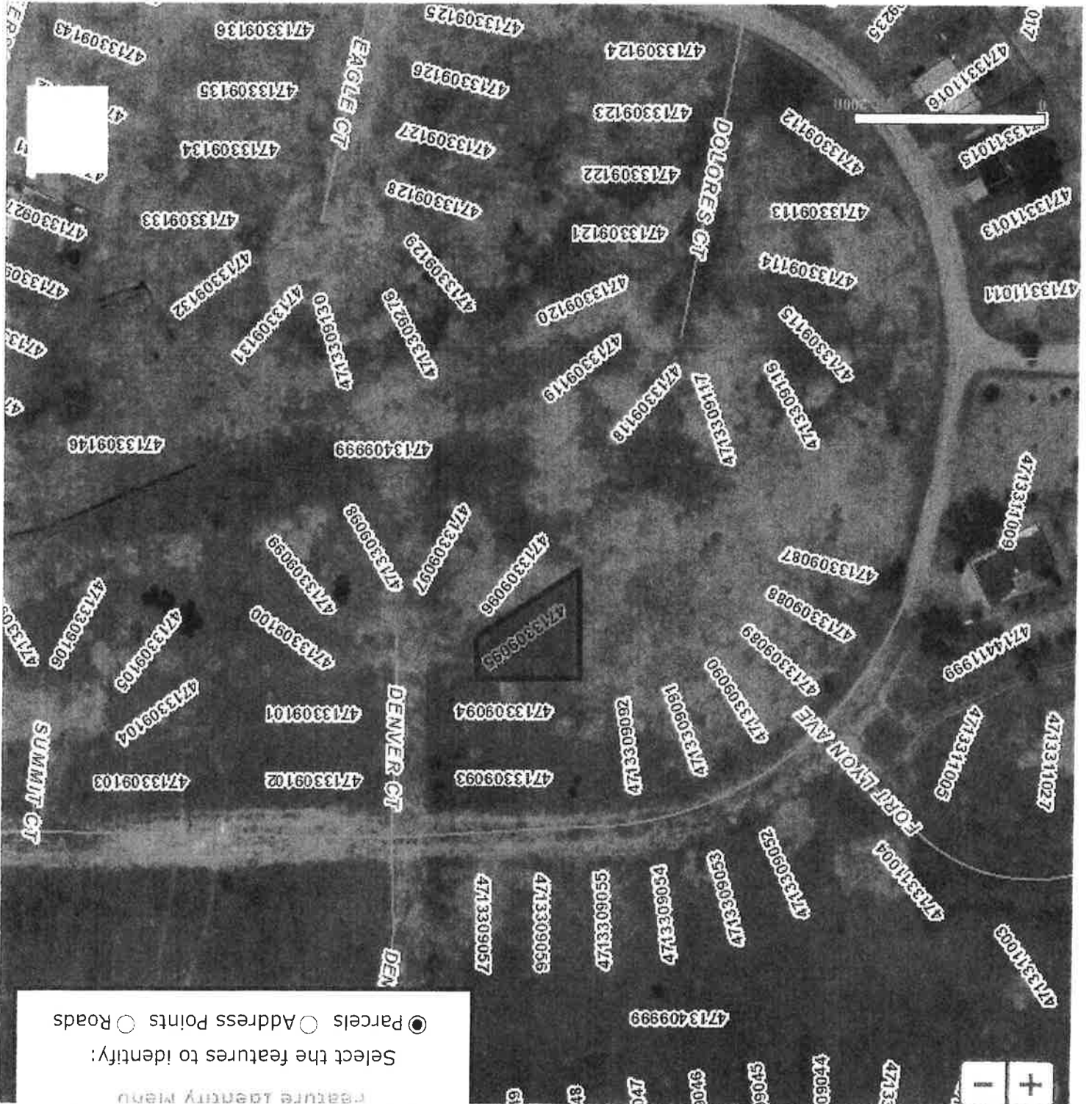
Own Name: COLORADO CITY DISTRICT

FIPS: 101

Assessor Link: 4713309095

Parcel Number: 4713309095

Selected Features



Layers Print Overview Legend Help

Search name or parcel #

Select the features to identify:  
 Parcels  
 Address Points  
 Roads

feature legend menu



Search name or parcel #

Feature Identify Menu

Select the features to identify:

- Parcels
- Address Points
- Roads



Selected Features

Parcel Number:

4713409050

Assessor Link:

[4713409050](#)

FIPS:

101

Own. Name:

COLORADO CIT DISTRICT

Search name or parcel #

Feature Identity Menu

Select the features to identify:

- Parcels
- Address Points
- Roads



Selected Features

Parcel Number:

4713409126

Assessor Link:

[4713409126](#)

FIPS:

101

Own. Name:

COLORADO CIT DISTRICT

Search name or parcel #

Feature Identity Menu

Select the features to identify:

- Parcels
- Address Points
- Roads



Selected Features

Parcel Number:

4713409120

Assessor Link:

[4713409120](#)

FIPS:

101

Own. Name:

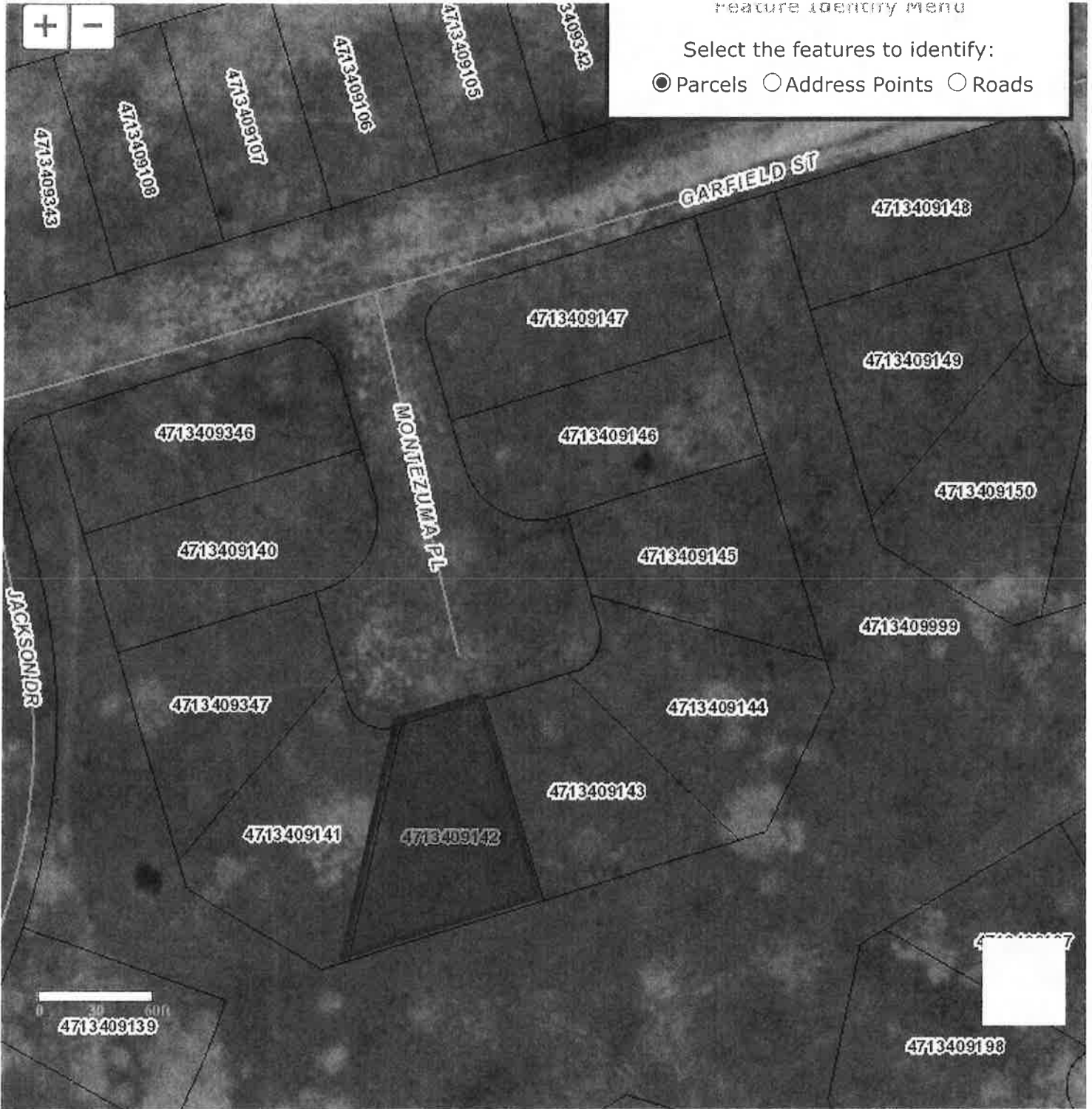
COLORADO CIT  
DISTRICT

Search name or parcel #

Feature Identity Menu

Select the features to identify:

- Parcels
- Address Points
- Roads



**Selected Features**

**Parcel Number:**

4713409142

**Assessor Link:**

[4713409142](#)

**FIPS:**

101

**Own. Name:**

COLORADO CIT DISTRICT

Search name or parcel #

Feature Identity Menu

Select the features to identify:

- Parcels
- Address Points
- Roads



Selected Features

Parcel Number:  
4713409148

Assessor Link:  
[4713409148](#)

FIPS:  
101

Own. Name:  
COLORADO CIT  
DISTRICT

Search name or parcel #

Feature Identity Menu

Select the features to identify:

- Parcels
- Address Points
- Roads



Selected Features

Parcel Number:

4713409116

Assessor Link:

[4713409116](#)

FIPS:

101

Own. Name:

COLORADO CIT DISTRICT

**RESOLUTION 12-2020**

**RESOLUTION OF THE BOARD OF DIRECTORS OF COLORADO CITY  
METROPOLITAN DISTRICT  
SETTING FORTH THE RESPONSIBILITIES AND AUTHORITY OF THE  
COLORADO CITY ARCHITECTURAL ADVISORY COMMITTEE (CCAAC)**

WHEREAS, Colorado City Metropolitan District (District) is a quasi-municipal corporation and political subdivision, duly organized and existing under the Constitution of the State of Colorado; and

WHEREAS, the Board of Directors of the District (CCMD Board) is authorized to fix and from time to time to increase or decrease fees, rates, tolls, penalties, and charges for services, programs or facilities furnished by the District, pursuant to §§ 32-1-1001(1)(j) & (k), C.R.S.;

WHEREAS, the District has assumed the duties of the Architectural Control Committee as set forth in covenants recorded against real property within the District, and has the power to enforce covenants and provide design review and approval for property in the District;

WHEREAS, pursuant to Resolution 16-2019, the CCMD Board established the Colorado City Architectural Advisory Committee (CCAAC) to review alleged covenant violations and design applications, and the CCMD Board delegated certain responsibilities and tasks to the CCAAC.

WHEREAS, the CCMD Board wishes to hereby update and set forth the responsibilities and authority delegated to the CCAAC.

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

The Board hereby amends Resolution 16-2019, as follows. Effective upon adoption of this Resolution, the following provisions shall be applicable to the CCAAC and shall govern enforcement and design review.

**1) Committee Structure:**

- a) CCAAC shall be comprised of a minimum of one (1) or more volunteer residents of the District and the Colorado City Manager.
- b) CCAAC will acquire from Pueblo County Clerk and Recorder a true and correct copy of recorded Colorado City covenants and have the copy available for viewing at the CCMD office and posted on the CCMD website.
- c) The CCMD Board will appoint members to CCAAC and may remove any member from the committee, with or without cause at any time.
- d) The members of CCAAC will designate a chairman of the committee to present findings & recommendations to the CCMD Board and Manager, as needed, but not less than one time per month at a regularly scheduled Board meeting.
- e) CCAAC will establish a meeting schedule of not less than one meeting per month.
- f) CCAAC specific activities or costs shall be reimbursed to members by CCMD, within the budget and appropriations approved by the CCMD Board.

**2) Complaints**

- a) CCAAC will generate a complaint form that will be approved by the CCMD Board and available at the CCMD office for use by the public for complaints alleging violations of covenants or Pueblo County / CCMD regulations.
- b) The District Manager and any CCAAC member will accept all complaints, anonymous or otherwise, and will log and date such complaint.
- c) A complaint form generated by CCMD will be completed and attached to any and all correspondence to the property owner.
- d) All complaints will be forwarded to CCAAC for investigation.

**3) Investigations**

- a) Upon receipt of a complaint, CCAAC will review and determine if violation of recorded covenants and amendments has occurred.
  - i) If determined to be Colorado City covenant violation, enforcement action will proceed.
  - ii) If determined to be Pueblo County Title 17 violation, the committee will request that the CCMD Board file a written complaint with Pueblo County Planning and Development for enforcement action.
  - iii) If determined no violations have occurred, correspondence of such will be provided claimant.

**4) Enforcement**

- a) If CCAAC determines that a Colorado City covenant violation has occurred, CCAAC will generate a “courtesy letter” to be sent to violating Property Owner (Owner) addressing complaint along with a copy of covenants.
  - i) Owner will have 10 days to make necessary corrections or present an acceptable plan to the CCAAC. All subsequent correspondence and action will incur administrative fees allowed by law, including attorney fees, mailing costs, service costs, and court



costs. Any and all costs incurred for enforcement will be the responsibility of Owner and, if unpaid, could result in a lien against violating property.

- ii) After expiration of the 10-day courtesy letter time period with no action or acceptable plan, the CCAAC by the CCMD Board will issue a registered letter demanding corrections with a 15-day time limit to comply.
- iii) If 15-day time limit expires with no acceptable corrective action, or an approved plan for same is not provided, the violation will be referred back to the CCMD Board, which may take legal action for enforcement of Colorado City covenants.

**5) Right of Property Owner to Hearing**

- a) The subject Property Owner, or any other owner whose property is included in the same covenant as the subject property, will have the right to appeal any CCAAC findings to the CCMD Board, with a public hearing in front of the CCMD Board, provided that a written appeal is filed with the District Manager within 15 days of the decision of the CCAAC. If no appeal is filed within such timeframe, the decision of the CCAAC is final. Appeals will not negate the time limits, fees incurred, or other actions of the CCAAC, unless the CCMD Board reverses the decision of the CCAAC. Decisions of the CCMD Board following the public hearing will be final.

**6) Decisions**

The CCMD Board will make all decisions on any appeals or matters referred to the Board by the CCAAC by majority vote.

**7) Penalties**

- a) The Board has not adopted any penalties for covenant violations, other than as allowed by equity of law; however, due to the cost of administration and enforcement, fees will be applied to recover costs incurred by the District. In addition, the Property Owner may be subject to costs for damages incurred as a result of the violation.

**8) New Construction**

- a) CCAAC will review all applications for new construction (new building construction, re-roofing, fences, sheds, garages, carports, decks, etc.) in Colorado City to verify the compliance to covenants and receipt of appropriate fees.
- b) Upon review of all required items on routing slip CCAAC shall;
  - i) Report deficiencies to the District Manager, if any,
  - ii) Make recommendations to District Manager for approval or disapproval;
  - iii) The application shall be referred to the CCMD Board to make a determination.
- c) Property Owner Appeal Process is the same as paragraph 5 above.

Adopted and approved on May 26, 2020, by the Board of Directors of Colorado City Metropolitan District, Pueblo County, Colorado.

COLORADO CITY METROPOLITAN DISTRICT

By: \_\_\_\_\_

Terry Kraus, President

ATTEST:

\_\_\_\_\_

Gregory Collins, Secretary

COLORADO CITY METROPOLITAN DISTRICT  
RECORD OF PROCEEDINGS  
BOARD OF DIRECTORS STUDY SESSION

A study session of the Board of Directors of the Colorado City Metropolitan District was held Tuesday, March 9, 2021, at 6:00 p.m.

I. QUORUM CHECK.

Chairperson Terry Kraus  
Secretary Greg Collins  
Treasurer Harry Hochstetler – by phone  
Director Bob Cook  
Director Neil Elliot

Also in attendance:

Jim Eccher, District Manager  
Yvonne Barron, Finance Director  
Donny Scheid, Public Works  
Josh Briggs, Parks & Rec – by phone

2. AGENDA ITEMS:

a. Filter's water plant. Discussion by Mr. Eccher to replace water filters at \$85,500. Auto shutdown will be in place to act as a second security to keep new filters accurately running.

b. Postal service on pedestals for mail service. Mr. Eccher brought the proposition of installing 1,500 postal boxes, per postal service to expand the Colorado City post office. Mr. Cook moves to adopt the postal agenda and it was passed with an all-in vote.

c. Property Offer Unit 20 Lot 17. Mr. Cook looked at the packet. It has no comps in it, price is a touch low, and there is only changes listed.

d. CCAAC on the pitch of roofs. CCAAC regulates design of roof. Building per policy. Mr Cook had explanation to not being able to change covenants and that CCACC is interested in placement, color, and texture.

e. Easter parade around North Parkway. Local citizen Judy Patrick presented her request for an Easter parade around the gold course, and to provide prepackaged snacks/drinks for their participants. Also would like to celebrate Arbor Day with students from Craver Middle School to learn about the different species that are located on the Greenhorn Valley trails.

3. ADJOURNMENT. There being no further business before the Board, Mr. Elliot adjourned the meeting, at 6:40 pm.

COLORADO CITY METROPOLITAN DISTRICT

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Neil Elliot, Chairperson

ATTEST:

---

Harry Hochstetler, Treasurer

Approved this 9th day of March, 2021.

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

COLORADO CITY METROPOLITAN DISTRICT  
RECORD OF PROCEEDINGS  
BOARD OF DIRECTORS MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District was held Tuesday, March 9, 2021 at 6:00pm

1. CALL TO ORDER. Chairman Kraus called the meeting to order at 6:00 p.m.
2. PLEDGE OF ALLEGIANCE
3. MOMENT OF SILENT REFLECTION
4. QUORUM CHECK.

Chairperson Terry Kraus turning in his resignation as chairman of CCMD. He will remain on board as Director. Nomination for chairman was opened up. Mr. Collins nominated Neil Elliot for Chairman. Mr. Hochstetler 2<sup>nd</sup> and closed nominations. Discussion (non) questioned called all in favor 5 nay 0. Secretary and treasurers were also asked if needed to vote on them. Mr. Cook made motion to retain Mr. Collins as secretary and co-chairman and Mr. Hochstetler as treasure. 2<sup>nd</sup> by Mr. Kraus. Discussion Mr. Collins congratulated and praised Mr. Kraus. Votes take 5 in favor 0 nay.

Secretary Greg Collins  
Treasurer Harry Hochester – by phone  
Director Bob Cook  
Director Neil Elliot

Also in attendance:

Jim Eccher, District Manager  
Yvonne Barron, Finance Director  
Donny Scheid, Public Works  
Josh Briggs, Parks & Rec – by phone

5. APPROVAL OF AGENDA: Mr. Cook made motion to approve agenda with adding of postal discussion to agenda items, 2<sup>nd</sup> Mr. Kraus discussion none vote 5 in favor 0 nay.
6. APPROVAL OF MINUTES: Mr. Cook approved minutes with correction of exclusion \$168,000 and change to propose amount 2<sup>nd</sup> Mr. Collins discussion vote 5 in favor 0 opposed.
7. BILLS PAYABLE: Mr. Collins made a motion to approve the bills. Mr. Elliot seconded the motion. All voted in favor and bills are being paid.
8. FINANCIAL REPORT: The bond payment given the prior February has created a cushion with a difference of \$35,000. Mr. Cook moves to accept the current bills, Mr. Elliot 2<sup>nd</sup> the motion. 5 in favor 0 opposed. Mr. Eccher opens the discussion for Operational reports from parks and rec. campground revenue over the year. It has increased from \$3,230 to \$3,380. Mr. Cook discusses possible campground revenue increase by selling cut outs from projects and debris cleared from ditches to sell as firewood for campfires (not intended for heating a home). Mr. Collins questions if the auditor would find it beneficial to open parks and rec as an enterprise. Mr. Eccher reiterates the auditor is concerned it can be looked at as a “money pit”, there needs to be figures, and what should be done currently according to the auditor is to leave as is. Mr. Eccher Golf Course activity report 161 to date membership increase.

READING BY THE CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR:

9. CITIZENS INPUT: Judy Patrick discusses trail event including Craver Middle school as an educational, Arbor Day “field trip” to look for different types of species on the community trails. In this she also brought the idea of an Easter Parade around county property, will include prepackaged snacks and drinks during both events.
12. ATTORNEYS REPORT. None.
13. AGENDA ITEMS: Filters for water plant: Mr. Eccher presents a packet that he has put together with the estimate of \$87,100.00 this will be 96 filters at \$850 a filter plus shipping. Mr. Collins makes a motion to approve the final purchase of the water plant filters. 2<sup>nd</sup> by Mr. Elliot.  
Property Offer: Unit 20 Lot 17 \$5,500. Mr. Collins makes motion to have offer sent back to inquiring party pending the purchase of the water pumps. Mr. Kraus 2<sup>nd</sup> the motion.
14. OLD BUSINESS: Covenants Lawyer: Awaiting response from two at \$250.00 hr.

15. NEW BUSINESS: Mr. Cook requests a complete packet regarding the new postal box project. Mr. Elliot requests a timeline.

16. CCAAC: Review of the following properties: Mr. Collins has recused himself from the following properties. Mr. Elliot has motioned to table the reviews until after the executive session. No 2<sup>nd</sup>, motion fails.

1. 4819 Vigil
2. 6265 Waco
3. 4940 St. Vrain
4. 4703 St. Vrain
5. 1617 Griswell
6. 4943 Cherry Creek

Motion set by Mr. Kraus to approve the 6 new builds made up of 5 houses and a fence. 2<sup>nd</sup> by Mr. Hochester, motion passes.

17. Correspondence: None

18. EXECUTIVE SESSION: Mr. Collins made motion, Mr. Kraus 2<sup>nd</sup>. "I move that we enter Executive Session for the purpose of receiving advice from legal counsel on specific legal questions related to Covenants Enforcement as authorized by 24-6-402 (4)(b). C.R.S." Mr. Collins "yes", Kraus "yes", Hochstetler "yes", Cook "no". Meeting adjourned at 8:35pm.

8:36pm Meeting resumed. Mr. Cook to give direction to manager Mr. Eccher to review resolution for CCACC as to wording and direction.

19. ADJOURNMENT:

8:41pm Adjourn motion called by Mr. Collins and 2<sup>nd</sup> by Mr. Kraus.

COLORADO CITY METROPOLITAN DISTRICT

---

Neil Elliot, Chairperson

ATTEST:

---

Harry Hochstetler, Treasurer

Approved this 9th day of March 9, 2021.

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



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

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

Property Owner: McBDev LLC Brandon McBee  
 Mailing Address: 10739 Arnold Ln. City: Rye  
 State: CO ZIP: 81069 Telephone: 719 229 0010

CONTRACTOR

Contractor: Mountain Homes LLC  
 Mailing Address: '' City: ''  
 State: '' ZIP: '' Telephone: ''

Requested approval for:  Commercial building  Home  Shed  Fence  Other: \_\_\_\_\_  
CCMD - R1/2 PC - R-2

Lot: 656 Unit: 1 Legal address, (please verify with CC Metro District): 4721 ST VRAIN DR

Type construction: Stick Mobile homes:  New  Used - Year built: \_\_\_\_\_

Floor area square footage: 1040 Square footage required by covenants: 720

**REQUIRED ITEMS for submittal of application:**

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

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

Property owner's signature: Brandon McBee Date: 3-25-21

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

CONDITIONS APPLYING TO THIS APPLICATION

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

CCAAC Fee Schedule

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

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

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

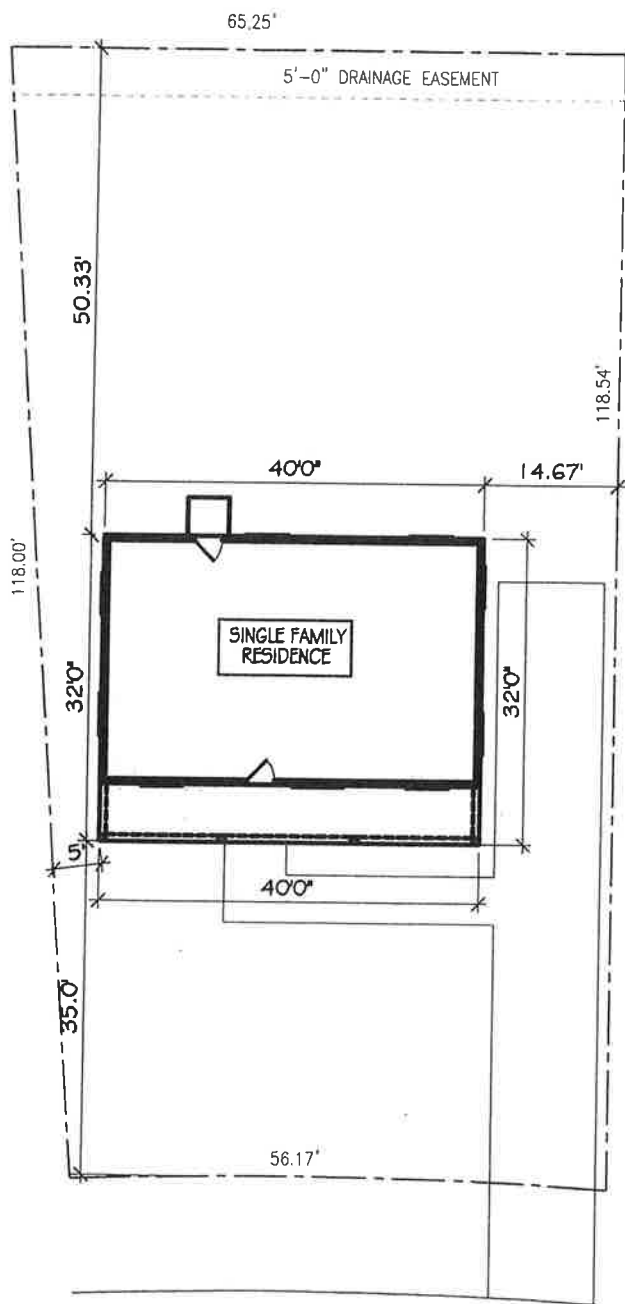
I have read and understand the provisions of this application and understand that incomplete applications will be returned to me for the required information before being considered by CCAAC.

Property Owner Signature: Diana McBee Date: 3-25-21



**PUEBLO COUNTY DEPARTMENT OF PLANNING  
AND ZONING CHECKLIST**

INCLUDED	o ASSESSOR'S PARCEL NUMBER	PARCEL SCHEDULE # 4723401262
INCLUDED	o SQUARE FOOTAGE OF PROPOSED STRUCTURE	MAIN FLOOR LIVING 1040.0 TOTAL UNDER ROOF- 1290.0
N/A	o SQUARE FOOTAGE OF EXISTING STRUCTURE	N/A
INCLUDED	o STRUCTURE HEIGHT	17'-0" OFF FINISHED GRADE
N/A	o LOCATION & SIZE OF EXISTING FENCES, WALLS	N/A
INCLUDED	o DIMENSIONS OF THE PARCEL	SEE PLOT
INCLUDED	o EASEMENTS/BUILDING SETBACK LINES	SEE PLOT
INCLUDED	o LEGAL DESCRIPTION	LOT 656 UNIT 1 COLORADO CITY 4721 ST VRAIN DR. (COLORADO CITY)
INCLUDED	o ADDRESS OF PROPERTY	
N/A	o STREET NAME AND ADJACENT STREET	N/A
INCLUDED	o NORTH ARROW	SEE PLOT
INCLUDED	o ALL LOCATIONS & DISTANCES TO PROP. STRUCTURES	SEE PLOT
N/A	o LOCATION & DISTANCES TO EXISTING STRUCTURES IF APPL	N/A



**4721 ST VRAIN DR. (COLORADO CITY)**

**PLOT PLAN**  
SCALE: 1" = 20'-0"

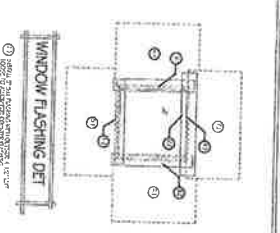
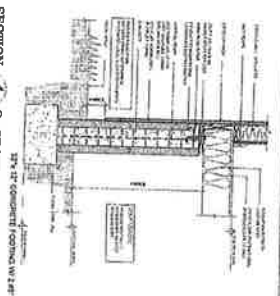
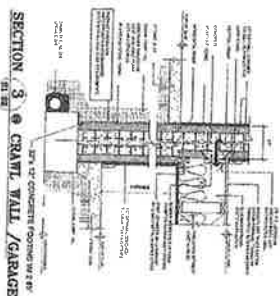
BUILDER/OWNER:	MOUNTAIN HOMES, LLC- THE 1040 MODEL HOME
DATE:	3-2021
ADDRESS:	4721 ST VRAIN DR. (COLORADO CITY)
LEGAL DESCRIPTION:	LOT 656 UNIT 1 COLORADO CITY PARCEL SCHEDULE # 4723401262

ATT. DAVE WEHRICH  
702 POLK STREET  
PUEBLO, COLORADO 81004  
(719) 299-4784 fax  
(719) 240-9468 cell  
(719) 744-0544 office

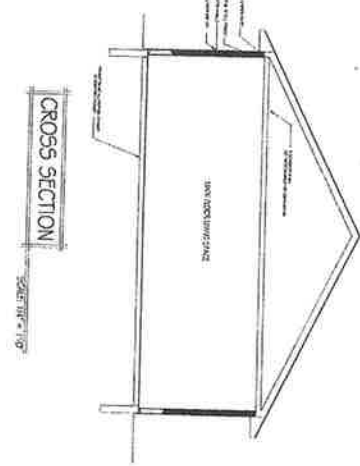
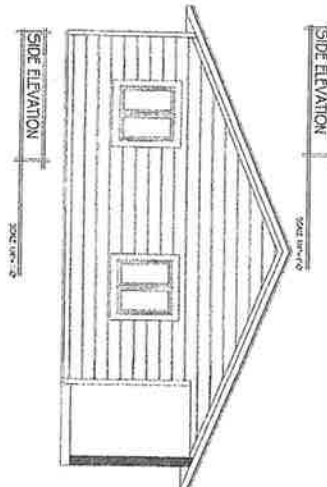
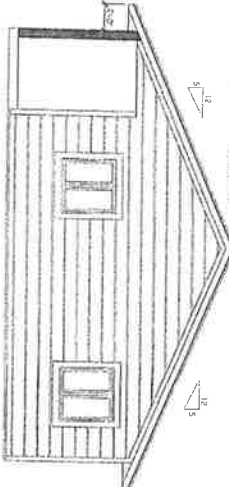
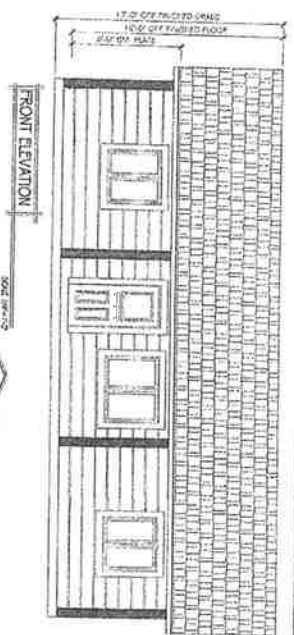
EMAIL-dave@advanceddb.com  
EMAIL-david.wehrich@yahoo.com



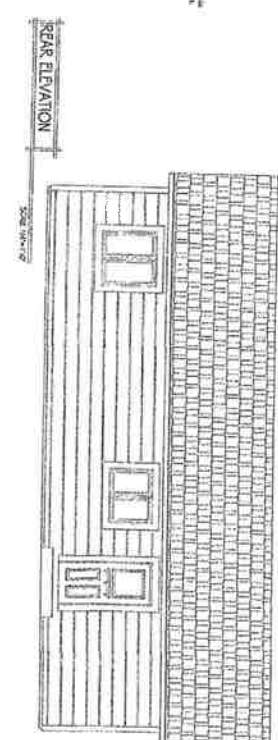
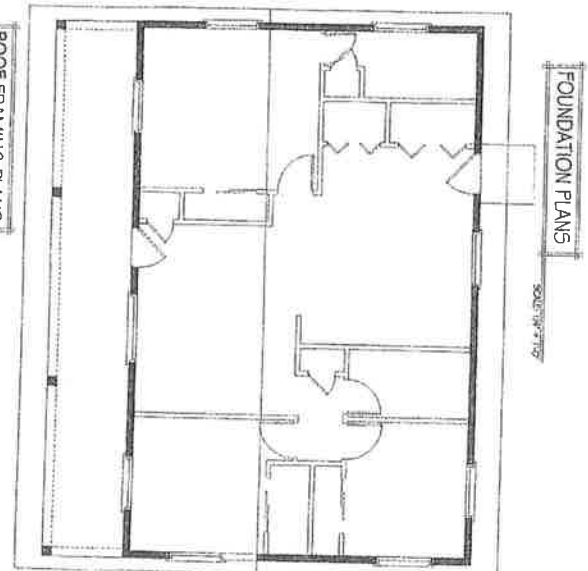




- WINDOW FLASHING DET**
- 1) 2x4 STUDS
  - 2) 1/2" THICK INSULATION
  - 3) 1/2" THICK CONCRETE
  - 4) 1/2" THICK MASONRY
  - 5) 1/2" THICK CONCRETE
  - 6) 1/2" THICK MASONRY



- NOTES**
1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING CODES.
  2. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL ELECTRICAL CODES.
  3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL MECHANICAL CODES.
  4. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL PLUMBING CODES.
  5. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL FIRE CODES.
  6. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL HEALTH DEPARTMENT CODES.
  7. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL ENVIRONMENTAL CODES.
  8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL ZONING CODES.
  9. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL HISTORIC PRESERVATION CODES.
  10. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL LANDMARK COMMISSION CODES.
  11. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL ARCHITECTURAL REVIEW BOARD CODES.
  12. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL HISTORIC DISTRICT COMMISSION CODES.
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  20. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LOCAL HISTORIC DISTRICT REVIEW BOARD CODES.



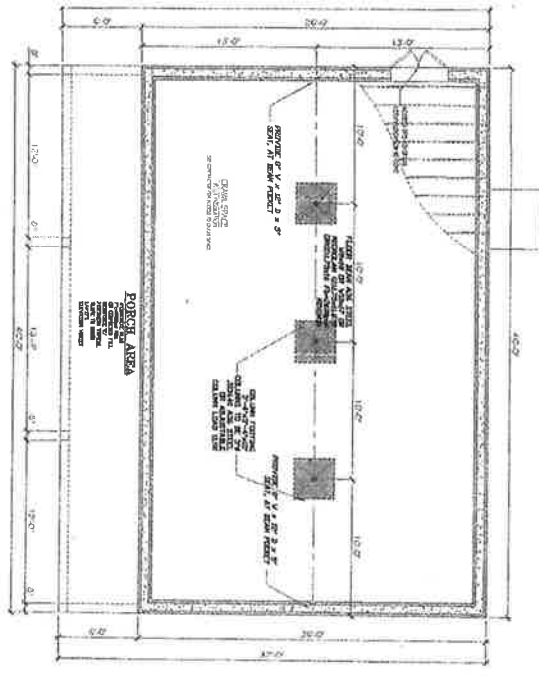
2.0  
of 1

**MOUNTAIN HOMES, LLC**  
ATT: BRANDON MORSE  
719-522-2222 EXT 104

A SINGLE FAMILY RESIDENCE  
for  
**THE 1040 MODEL HOME**  
4970 CHERRY CREEK STREET (COLORADO CITY) COLORADO

**ADVANCED**  
ATT: DAVE WISBECH  
702-764-8888  
MESA, COLORADO 81004  
1700 S. UNIVERSITY  
SUITE 100  
DENVER, COLORADO 80202

**ADVANCED**  
ATT: DAVE WISBECH  
702-764-8888  
MESA, COLORADO 81004  
1700 S. UNIVERSITY  
SUITE 100  
DENVER, COLORADO 80202

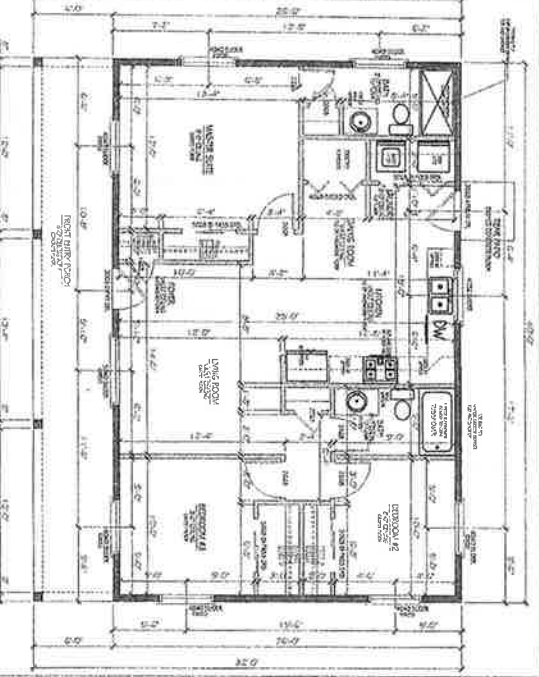


**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. FINISH FLOOR IS TO BE 3/4\"/>

**FINISH MATERIALS:**

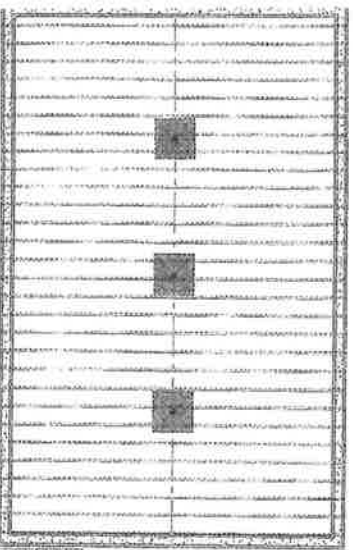
- 1. FLOOR: 3/4\"/>



**MAIN STORY FLOOR PLANS**  
SCALE: 1/8\"/>

**SOILS FOOTINGS**

FOUNDATION TYPE	FOOTING TYPE
CONCRETE	CONCRETE
CONCRETE	CONCRETE
CONCRETE	CONCRETE



**FLOOR FRAMING PLANS**  
SCALE: 1/8\"/>

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. FINISH FLOOR IS TO BE 3/4\"/>

**FINISH MATERIALS:**

- 1. FLOOR: 3/4\"/>



**MAIN STORY ELECTRIC PLANS**  
SCALE: 1/8\"/>

**3.0**  
of  
THIRTEEN

**MOUNTAIN HOMES, LLC**  
ATT. BRANDON MCBEE  
712.223.0910 (CELL)

A SINGLE FAMILY RESIDENCE  
for  
**THE 1040 MODEL HOME**  
4970 CHERRY CREEK STREET (COLORADO CITY) COLORADO

**ADVANCED**  
ATT. DAVID ROBINSON  
781.782.7414  
1000 W. 10TH AVE.  
DENVER, CO 80202



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

Property Owner: McBee LLC Brandon McBee  
 Mailing Address: 10739 Arnold Ln. City: Rye  
 State: CO ZIP: 81069 Telephone: 719 229 0010

CONTRACTOR			
Contractor:	<u>Mountain Homes LLC</u>		
Mailing Address:	<u>''</u>		
State:	<u>''</u>	ZIP:	<u>''</u>
		Telephone:	<u>''</u>

Requested approval for:  Commercial building  Home  Shed  Fence  Other: R-2 cc R-2 County

Lot: 65B Unit: 1 Legal address, (please verify with CC Metro District): 4731 ST VRAIN DRIVE

Type construction: Stick Mobile homes:  New  Used - Year built: \_\_\_\_\_

Floor area square footage: 1040 Square footage required by covenants: 720

**REQUIRED ITEMS for submittal of application:**

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

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

Property owner's signature: Brandon McBee Date: 3-25-21

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

CONDITIONS APPLYING TO THIS APPLICATION

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

CCAAC Fee Schedule

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

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

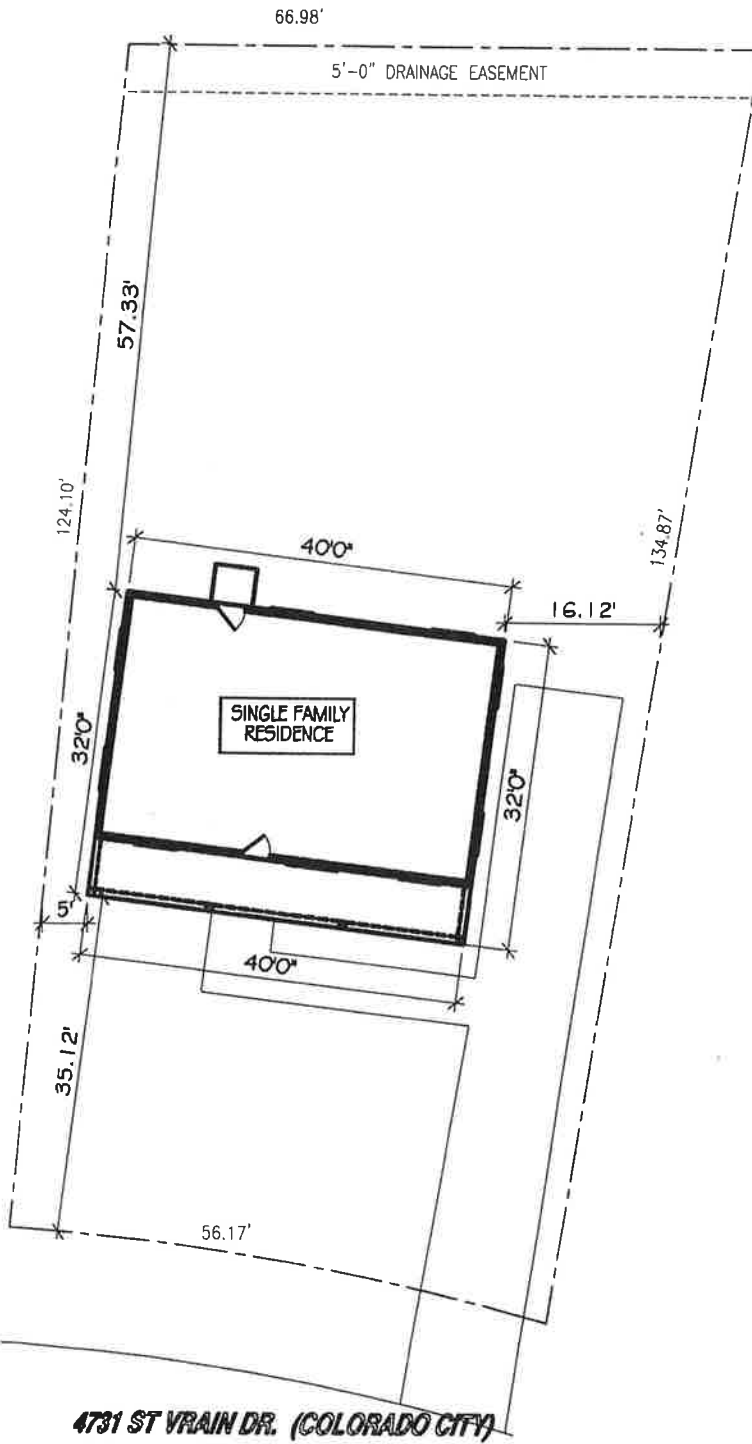
NOTE: A Late Fee amounting to double the original filing fee will be charged if filing application AFTER construction has begun. For instance, if filing after construction of a shed, that amount would be \$80 {\$40 application fee + \$40 late fee) and must accompany application.

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

Property Owner Signature: Beth McBoe Date: 3-25-21

PUEBLO COUNTY DEPARTMENT OF PLANNING  
AND ZONING CHECKLIST

INCLUDED	ASSESSOR'S PARCEL NUMBER	PARCEL SCHEDULE # 4723401395
INCLUDED	SQUARE FOOTAGE OF PROPOSED STRUCTURE	MAIN FLOOR LIVING 1040.0 TOTAL UNDER ROOF: 1290.0
N/A	SQUARE FOOTAGE OF EXISTING STRUCTURE	N/A
INCLUDED	STRUCTURE HEIGHT	17'-0" OFF FINISHED GRADE
N/A	LOCATION & SIZE OF EXISTING FENCES, WALLS	N/A
INCLUDED	DIMENSIONS OF THE PARCEL	SEE PLOT
INCLUDED	EASEMENTS/BUILDING SETBACK LINES	SEE PLOT
INCLUDED	LEGAL DESCRIPTION	LOT 658 UNIT 1 COLORADO CITY 4731 ST VRAIN DR. (COLORADO CITY)
INCLUDED	ADDRESS OF PROPERTY	
N/A	STREET NAME AND ADJACENT STREET	N/A
INCLUDED	NORTH ARROW	SEE PLOT
INCLUDED	ALL LOCATIONS & DISTANCES TO PROF. STRUCTURES	SEE PLOT
N/A	LOCATION & DISTANCES TO EXISTING STRUCTURES IF APPL	N/A



PLOT PLAN

SCALE: 1" = 20'-0"

BUILDER/OWNER: MOUNTAIN HOMES, LLC- THE 1040 MODEL HOME

DATE: 3-2021

ADDRESS: 4731 ST VRAIN DR. (COLORADO CITY)

LEGAL DESCRIPTION: LOT 658 UNIT 1 COLORADO CITY  
PARCEL SCHEDULE # 4723401395

ATT. DAVE WEHRICH  
702 POLK STREET  
PUEBLO, COLORADO 81004

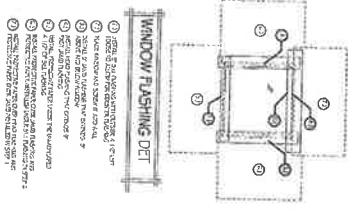
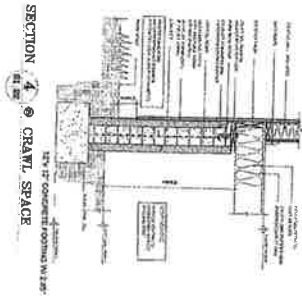
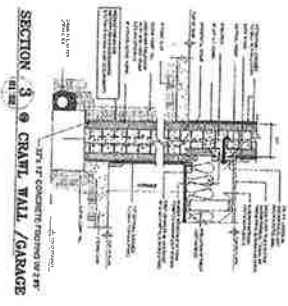
(719) 299-4784 fax  
(719) 240-9468 cell  
(719) 744-0544 office

EMAIL-dave@advanceddb.com  
EMAIL-david.wehrich@yahoo.com

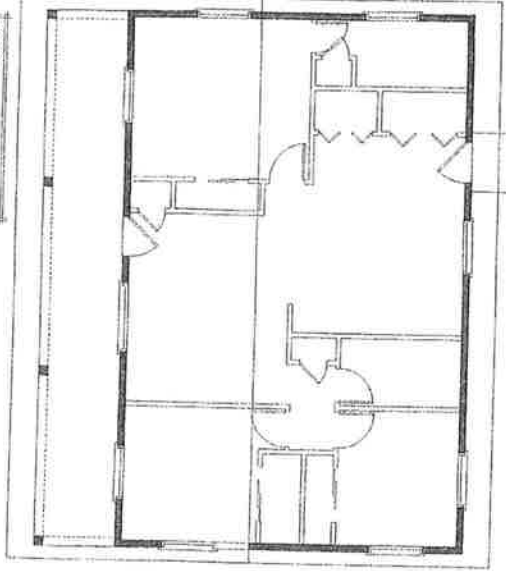








FOUNDATION PLANS



ROOF FRAMING PLANS

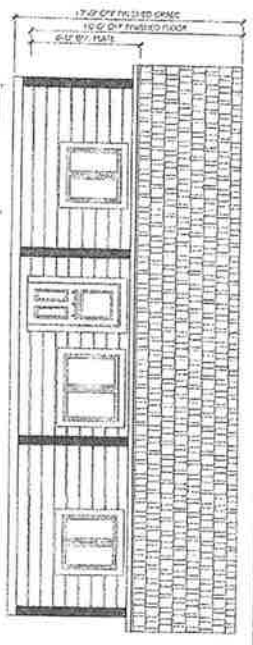
CROSS SECTION



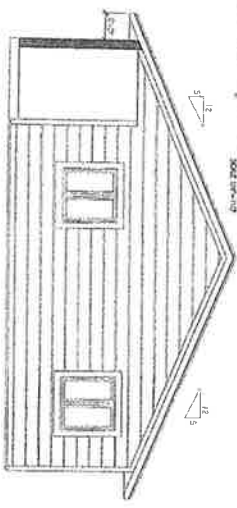
**FIELD NOTES**

1. ALL CIVIL WORK GOVERNED BY LOCAL CODES
2. VERIFY ALL DIMENSIONS BY FIELD CHECK
3. VERIFY ALL DIMENSIONS BY FIELD CHECK
4. VERIFY ALL DIMENSIONS BY FIELD CHECK
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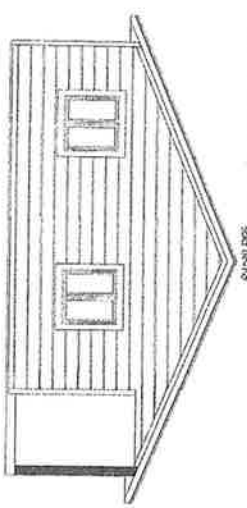
FRONT ELEVATION



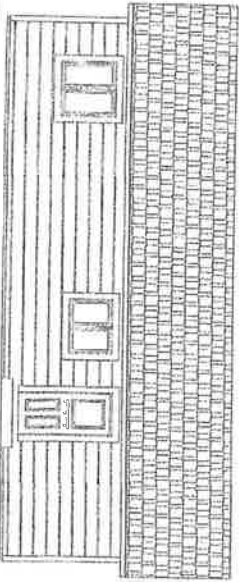
SIDE ELEVATION



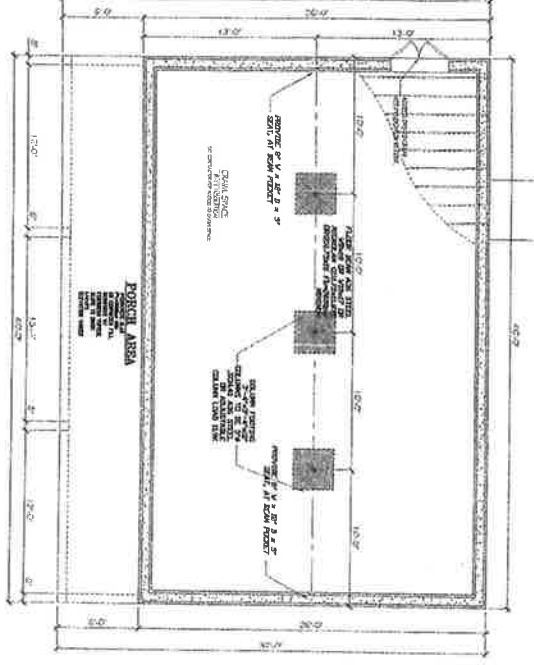
SIDE ELEVATION



REAR ELEVATION

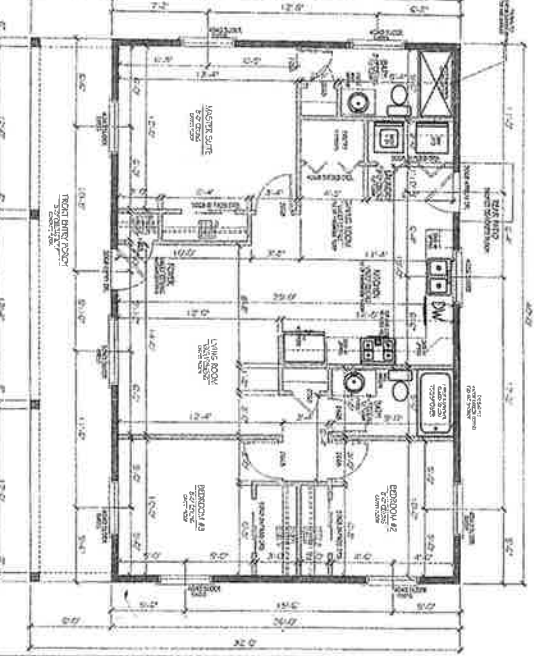


<p>SCALE: AS SHOWN</p> <p>PROJECT: 2024-0001</p> <p>DATE: 01/15/24</p> <p>BY: [Signature]</p> <p>2.0 of 1/24/24</p>	<p><b>MOUNTAIN HOMES, L.L.C.</b></p> <p>ATT. BRANDON MCBEE</p> <p>715.625.6226</p>	<p>A SINGLE FAMILY RESIDENCE</p> <p><b>THE 1040 MODEL HOME</b></p> <p>4570 CHERRY CREEK STREET (COLORADO CITY) COLORADO</p>	<p><b>ADVANCED</b></p> <p>ATT. DANIE WERBICH</p> <p>702.933.5827</p> <p>1920 S. EXETER ROAD #1004</p> <p>PHOENIX, AZ 85042</p> <p>800.451.2222</p>	<p>FOR MORE INFORMATION, CONTACT:</p> <p>715.625.6226</p> <p>WWW.MOUNTAINHOMES.COM</p>
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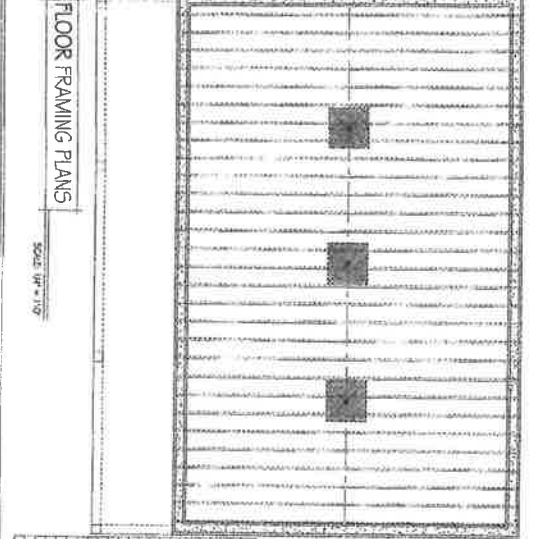
**GENERAL NOTES**

1. ALL FOUNDATION WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL FOUNDATION CODE (IFC).
2. ALL CONCRETE SHALL BE CAST IN PLACE AND FINISHED TO THE FINISH SURFACE UNLESS OTHERWISE NOTED.
3. ALL REINFORCING SHALL BE #4 UNLESS OTHERWISE NOTED.
4. ALL WALLS SHALL BE 8" CMU UNLESS OTHERWISE NOTED.
5. ALL ROOFING SHALL BE 2" POLYSTYRENE INSULATION OVER 1/2" GYP BOARD OVER 2x12 RAFTERS.
6. ALL FLOORING SHALL BE 3/4" OSB OVER 2x12 JOISTS.
7. ALL CEILING SHALL BE 5/8" GYP BOARD.
8. ALL EXTERIOR WALLS SHALL BE FINISHED WITH STUCCO OVER GYP BOARD.
9. ALL INTERIOR WALLS SHALL BE FINISHED WITH GYP BOARD.
10. ALL CEILING SHALL BE FINISHED WITH GYP BOARD.
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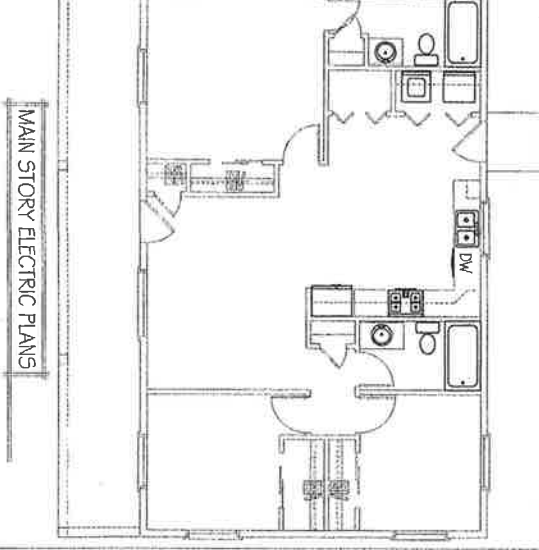
**MAIN STORY FLOOR PLANS**

NO. 1040 MODEL HOME  
 SCALE: 1/8" = 1'-0"  
 DATE: 10/15/10



**MEMBER SCHEDULE**

NO.	MEMBER	SIZE	GRADE	LENGTH	QUANTITY	REMARKS
1	2x12	12x12	1	12'-0"	12	RAFTERS
2	2x12	12x12	1	12'-0"	12	RAFTERS
3	2x12	12x12	1	12'-0"	12	RAFTERS
4	2x12	12x12	1	12'-0"	12	RAFTERS
5	2x12	12x12	1	12'-0"	12	RAFTERS
6	2x12	12x12	1	12'-0"	12	RAFTERS
7	2x12	12x12	1	12'-0"	12	RAFTERS
8	2x12	12x12	1	12'-0"	12	RAFTERS
9	2x12	12x12	1	12'-0"	12	RAFTERS
10	2x12	12x12	1	12'-0"	12	RAFTERS
11	2x12	12x12	1	12'-0"	12	RAFTERS
12	2x12	12x12	1	12'-0"	12	RAFTERS
13	2x12	12x12	1	12'-0"	12	RAFTERS
14	2x12	12x12	1	12'-0"	12	RAFTERS
15	2x12	12x12	1	12'-0"	12	RAFTERS
16	2x12	12x12	1	12'-0"	12	RAFTERS
17	2x12	12x12	1	12'-0"	12	RAFTERS
18	2x12	12x12	1	12'-0"	12	RAFTERS
19	2x12	12x12	1	12'-0"	12	RAFTERS
20	2x12	12x12	1	12'-0"	12	RAFTERS
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28	2x12	12x12	1	12'-0"	12	RAFTERS
29	2x12	12x12	1	12'-0"	12	RAFTERS
30	2x12	12x12	1	12'-0"	12	RAFTERS



**3.0**  
 of  
**THREE**

**MOUNTAIN HOMES, LLC**  
 ATT. BRANDON MCBEE  
 715.281.0910 (EXT. 111)

**ADVANCED**  
 ATT. DAVE BERSCH  
 715.281.0910  
 715.281.0910  
 715.281.0910



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

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

Property Owner: McBDev LLC Brandon McBee  
 Mailing Address: 10739 Arnold Ln. City: Rye  
 State: CO ZIP: 81069 Telephone: 719 229 0010

CONTRACTOR			
Contractor:	<u>Mountain Homes LLC</u>		
Mailing Address:	<u>''</u>		
State:	<u>''</u>	ZIP:	<u>''</u>
		Telephone:	<u>''</u>

Requested approval for:  Commercial building  Home  Shed  Fence  Other: \_\_\_\_\_  
CCMD R-1/2 PC R-2

Lot: 648 Unit: 1 Legal address, (please verify with CC Metro District): 4736 ST VRAIN DR

Type construction: Stick Mobile homes:  New  Used - Year built: \_\_\_\_\_

Floor area square footage: 1040 Square footage required by covenants: 720

**REQUIRED ITEMS for submittal of application:**

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

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

Property owner's signature: Brandon McBee Date: 3-25-21

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

CONDITIONS APPLYING TO THIS APPLICATION

- It is clearly understood that the granting of architectural approval does not relieve the owner or building of compliance with Pueblo County Zoning Resolutions and/or Building Codes and Subdivision Regulations; It is also understood that the construction shall commence within 90 days of Colorado City Architectural Advisory Committee (CCAAC) approval. Actual construction period shall not exceed 180 days without committee approval. Failure to comply with these time limitations automatically terminates CCAAC approval. Any changes made to the submitted plans, either before or during construction, must be approved by CCAAC; or applying to the owner's unit. Copies of the covenants are available at the Colorado City Metropolitan District office or at [www.colorado.gov/coloradocitymetro](http://www.colorado.gov/coloradocitymetro).
- Preliminary plans should be brought before CCAAC for approval. One (1) complete set of plans and specifications for construction, including all required items listed on the opposite side of this page, must be submitted for approval. Drawings must be professionally prepared and acceptable for the Pueblo Regional Planning Department.
- CCAAC meets the first and last Tuesdays of each month. After reviewing plans and specifications, CCAAC will approve the submitted plans by the next regular meeting (providing all requirements have been met). The Committee will retain one (1) set of approved plans. Incomplete applications will not be placed on a meeting agenda but will be returned to property owners for completion of missing information.
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CCAAC Fee Schedule

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

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

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

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

Property Owner Signature: \_\_\_\_\_

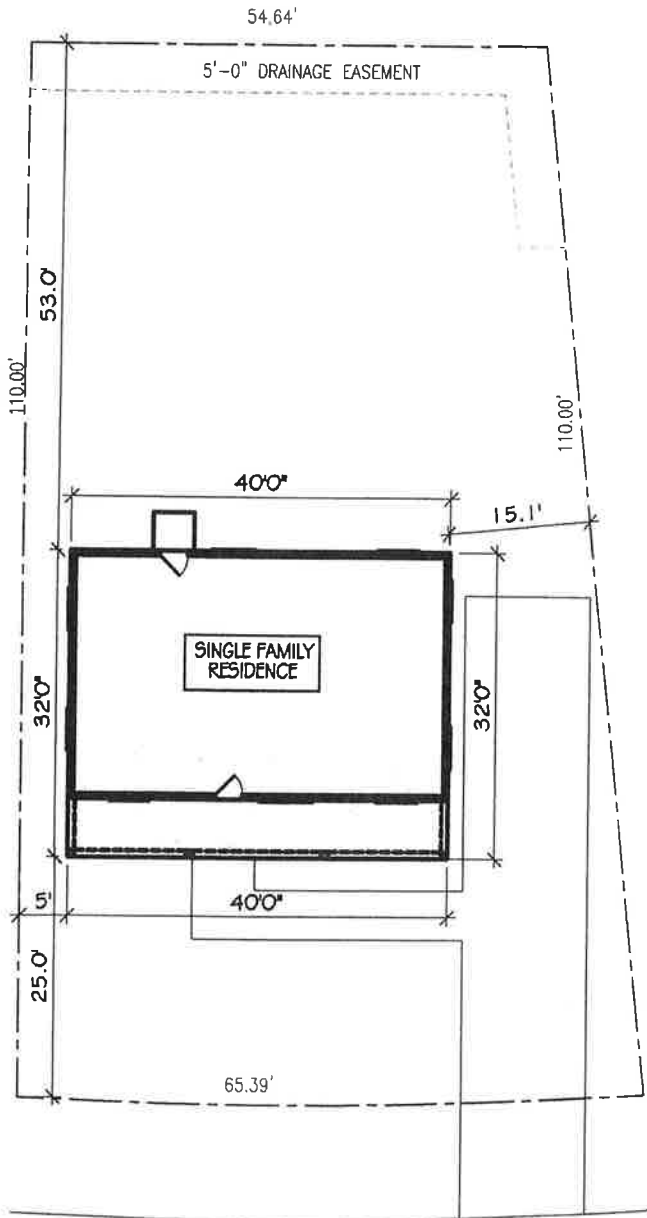
*Dawn McBee*

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

*3-25-21*

**PUEBLO COUNTY DEPARTMENT OF PLANNING  
AND ZONING CHECKLIST**

INCLUDED	o	ASSESSOR'S PARCEL NUMBER	PARCEL SCHEDULE # 4723401218
INCLUDED	o	SQUARE FOOTAGE OF PROPOSED STRUCTURE	MANUFACTURED LIVING TOTAL 1290.0 TOTAL UNDER ROOF 1290.0
N/A	o	SQUARE FOOTAGE OF EXISTING STRUCTURE	N/A
INCLUDED	o	STRUCTURE HEIGHT	17'-0" OMT FINISHED GRADE
N/A	o	LOCATION & SIZE OF EXISTING FENCES, WALLS	N/A
INCLUDED	o	DIMENSIONS OF THE PARCEL	SEE PLOT
INCLUDED	o	EASEMENTS/BUILDING SETBACK LINES	SEE PLOT
INCLUDED	o	LEGAL DESCRIPTION	LOT 648 UNIT 1 COLORADO CITY
INCLUDED	o	ADDRESS OF PROPERTY	4736 ST VRAIN DR. (COLORADO CITY)
N/A	o	STREET NAME AND ADJACENT STREET	N/A
INCLUDED	o	NORTH ARROW	SEE PLOT
INCLUDED	o	ALL LOCATIONS & DISTANCES TO PROP. STRUCTURES	SEE PLOT
N/A	o	LOCATION & DISTANCES TO EXISTING STRUCTURES IF APPL	N/A



**4736 ST VRAIN DR. (COLORADO CITY)**

**PLOT PLAN**  
SCALE: 1" = 20'-0"

BUILDER/OWNER:	MOUNTAIN HOMES, LLC- THE 1040 MODEL HOME
DATE:	3-2021
ADDRESS:	4736 ST VRAIN DR. (COLORADO CITY)
LEGAL DESCRIPTION:	LOT 648 UNIT 1 COLORADO CITY PARCEL SCHEDULE # 4723401218

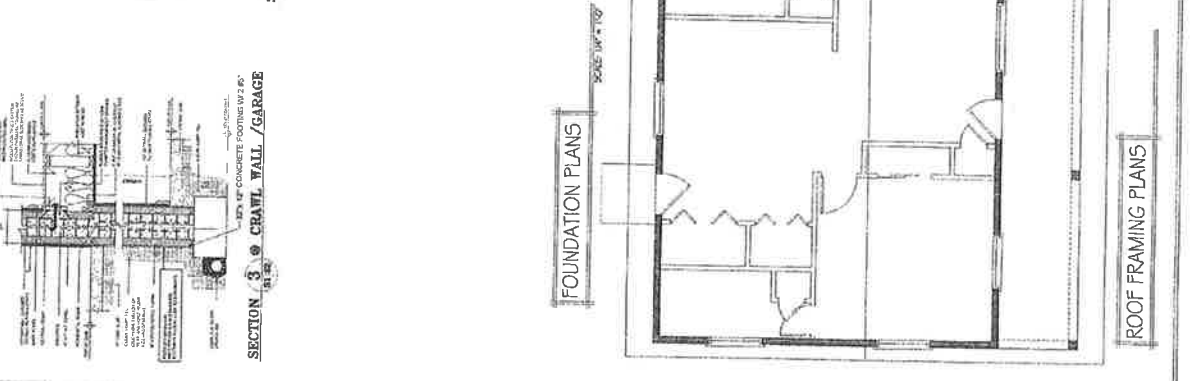
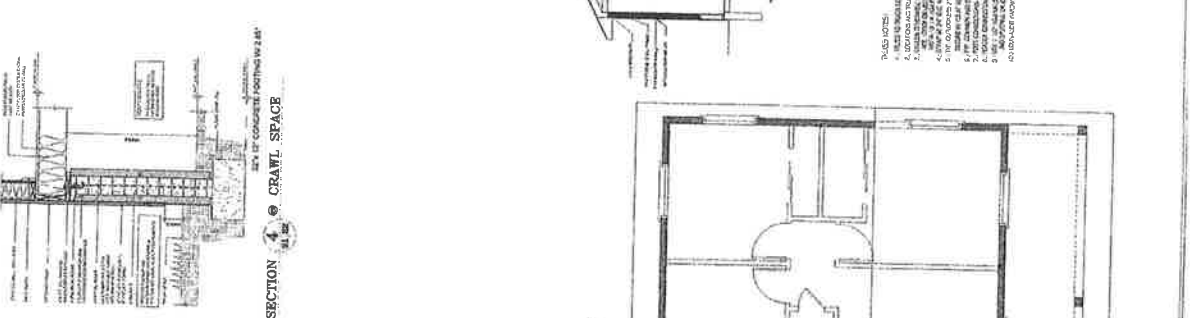
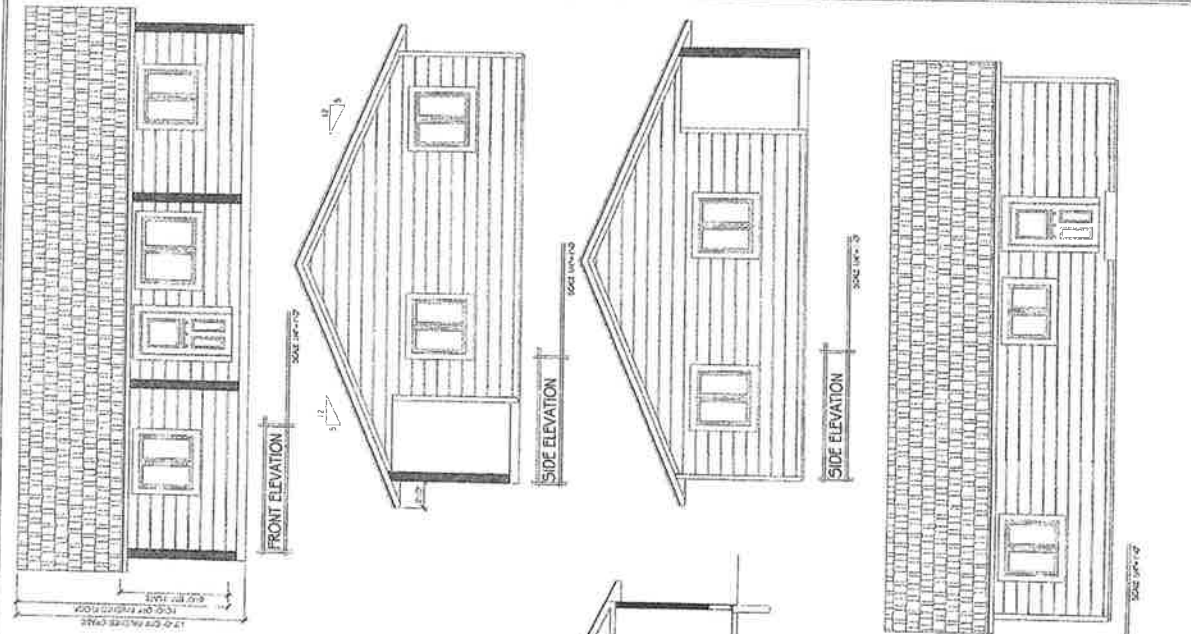
ATT. DAVE WEHRICH  
702 POLK STREET  
PUEBLO, COLORADO 81004

(719) 299-4784 fax  
(719) 240-9468 cell  
(719) 744-0544 office

EMAIL-dave@advanceddb.com  
EMAIL-david.wehrich@yahoo.com







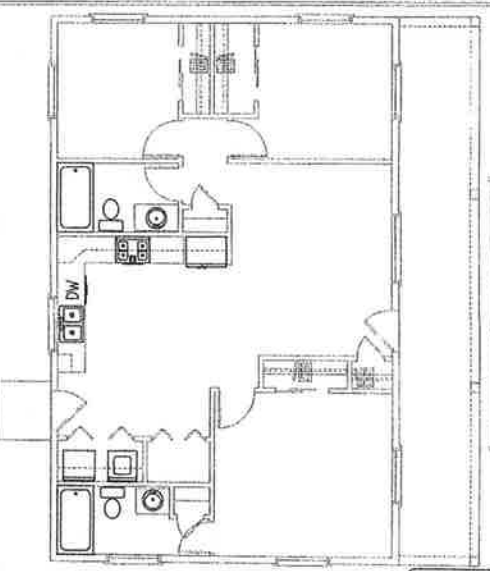
**MOUNTAIN HOMES, LLC**  
 ATT. BRANDON MCREE  
 719 293 0010 (EXT. 141)

SCALE: AS SHOWN  
 SHEET: ELECTRICAL  
 DATE: MAY 12, 2010

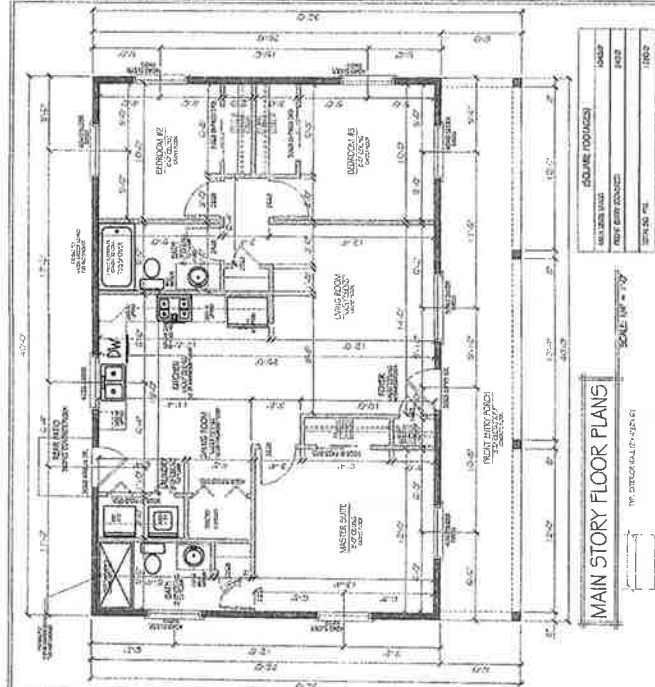
**A SINGLE FAMILY RESIDENCE**  
**THE 1090 MODEL HOME**  
 4970 CHERRY CREEK STREET (COLORADO CITY) COLORADO

**ADVANCED**  
 ATT. DAVE WENDECH  
 1702 1/2 S. WEST  
 P.O. BOX 1000  
 DENVER, CO 80202  
 (303) 733-8244  
 (303) 733-8244 FAX  
 www.advancedhvac.com

APPROVED BY: [Signature]  
 ELECTRICAL ENGINEER  
 LICENSE NO. [Number]  
 EXPIRES: [Date]

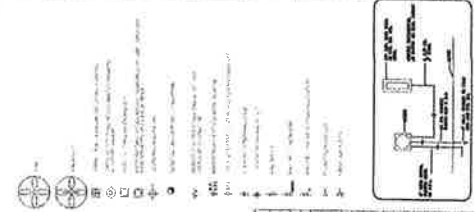


MAIN STORY ELECTRIC PLANS



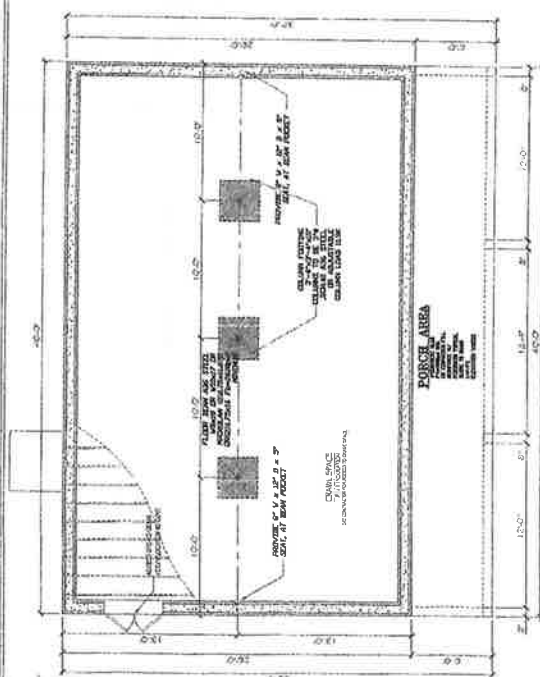
MAIN STORY FLOOR PLANS

WALLS	1/2" MIN.
DOOR	2" MIN.
WINDOW	4" MIN.
CEILING	12" MIN.
FLOOR	4" MIN.



**NOTES:**

- SEE ALL NOTES ON SHEETS E-1 THROUGH E-4.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
- ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
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FLOOR FRAMING PLANS

SCALE 1/4" = 1'-0"

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	2x4 S.P.F.	100	LF	1.50	150.00
2	2x6 S.P.F.	50	LF	2.50	125.00
3	2x8 S.P.F.	20	LF	3.50	70.00
4	2x10 S.P.F.	10	LF	5.00	50.00
5	2x12 S.P.F.	5	LF	7.00	35.00
6	4x4 S.P.F.	10	LF	4.00	40.00
7	4x6 S.P.F.	5	LF	5.00	25.00
8	4x8 S.P.F.	3	LF	6.00	18.00
9	4x10 S.P.F.	2	LF	8.00	16.00
10	4x12 S.P.F.	1	LF	10.00	10.00
11	2x4 S.P.F.	200	LF	1.50	300.00
12	2x6 S.P.F.	100	LF	2.50	250.00
13	2x8 S.P.F.	50	LF	3.50	175.00
14	2x10 S.P.F.	25	LF	5.00	125.00
15	2x12 S.P.F.	10	LF	7.00	70.00
16	4x4 S.P.F.	50	LF	4.00	200.00
17	4x6 S.P.F.	25	LF	5.00	125.00
18	4x8 S.P.F.	10	LF	6.00	60.00
19	4x10 S.P.F.	5	LF	8.00	40.00
20	4x12 S.P.F.	2	LF	10.00	20.00
21	2x4 S.P.F.	1000	LF	1.50	1500.00
22	2x6 S.P.F.	500	LF	2.50	1250.00
23	2x8 S.P.F.	250	LF	3.50	875.00
24	2x10 S.P.F.	100	LF	5.00	500.00
25	2x12 S.P.F.	50	LF	7.00	350.00
26	4x4 S.P.F.	200	LF	4.00	800.00
27	4x6 S.P.F.	100	LF	5.00	500.00
28	4x8 S.P.F.	50	LF	6.00	300.00
29	4x10 S.P.F.	25	LF	8.00	200.00
30	4x12 S.P.F.	10	LF	10.00	100.00
31	2x4 S.P.F.	10000	LF	1.50	15000.00
32	2x6 S.P.F.	5000	LF	2.50	12500.00
33	2x8 S.P.F.	2500	LF	3.50	8750.00
34	2x10 S.P.F.	1000	LF	5.00	5000.00
35	2x12 S.P.F.	500	LF	7.00	3500.00
36	4x4 S.P.F.	2000	LF	4.00	8000.00
37	4x6 S.P.F.	1000	LF	5.00	5000.00
38	4x8 S.P.F.	500	LF	6.00	3000.00
39	4x10 S.P.F.	250	LF	8.00	2000.00
40	4x12 S.P.F.	100	LF	10.00	1000.00





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

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

Property Owner: McBee LLC Brandon McBee  
 Mailing Address: 10739 Arnold Ln. City: Rye  
 State: CO ZIP: 81069 Telephone: 719 229 0010

CONTRACTOR			
Contractor:	<u>Mountain Homes LLC</u>		
Mailing Address:	<u>''</u>		
State:	<u>''</u>	ZIP:	<u>''</u>
		Telephone:	<u>''</u>

Requested approval for:  Commercial building  Home  Shed  Fence  Other: \_\_\_\_\_  
CCMA R-1/2 PC-R-2

Lot: 663 Unit: 1 Legal address, (please verify with CC Metro District): 4757 ST VRAIN DR

Type construction: Stick Mobile homes:  New  Used - Year built: \_\_\_\_\_

Floor area square footage: 1040 Square footage required by covenants: \_\_\_\_\_

**REQUIRED ITEMS for submittal of application:**

- Legal description of property with legal address defined as street name & number
- Plot plans to scale (indicate scale)
- Property line staked out corners
- Foundation plan and Building staked out **before** Excavation
- One (1) copy of blue print and One (1) electronic copy sent to manager
- Location of improvements on property - NOTE: front of house **must** face legal address
- Exterior dimensions - both primary and secondary buildings
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- Exterior color scheme, type of siding and roofing materials must be indicated

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

Property owner's signature: Brandon McBee Date: 3-25-21

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

CONDITIONS APPLYING TO THIS APPLICATION

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CCAAC Fee Schedule

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

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Multifamily Residential	\$300.00
New Single Family Residential	\$200.00
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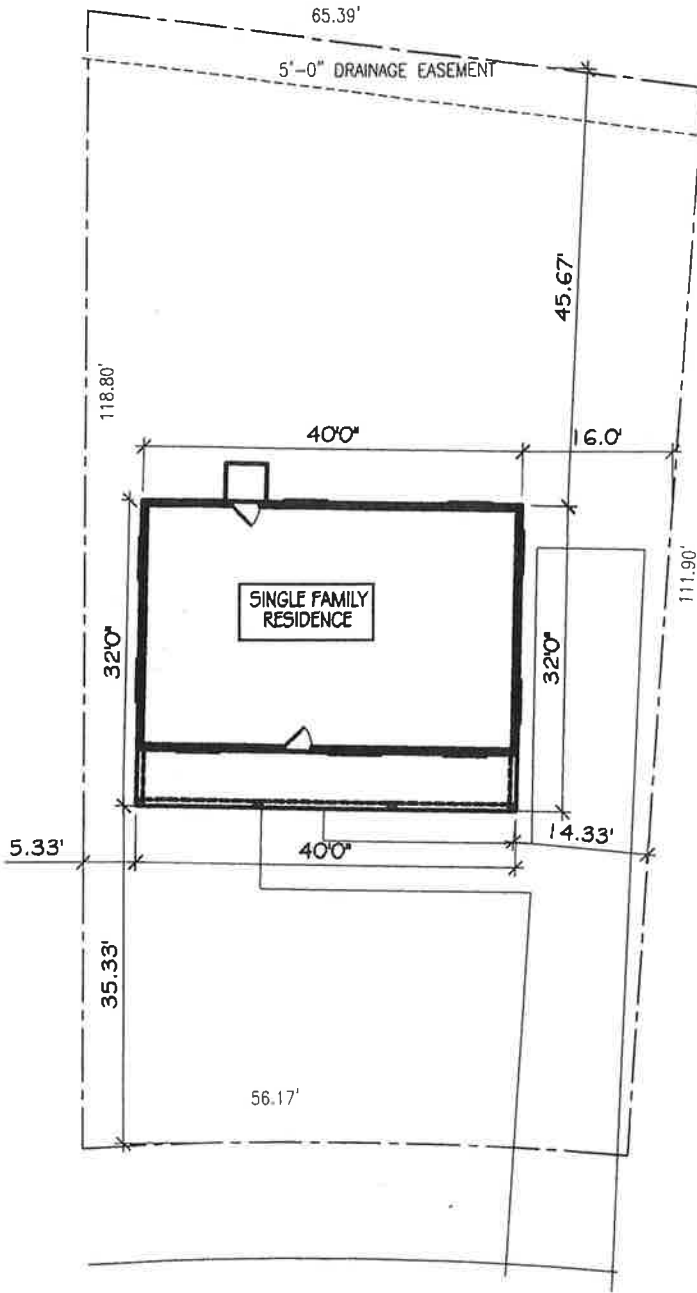
*Daniel M. Bee*

Date:

3-25-21

**PUEBLO COUNTY DEPARTMENT OF PLANNING  
AND ZONING CHECKLIST**

INCLUDED	o ASSESSOR'S PARCEL NUMBER	PARCEL SCHEDULE # 4723401257
INCLUDED	o SQUARE FOOTAGE OF PROPOSED STRUCTURE	MAIN FLOOR UNDER TOTAL UNDER ROOF 1290.0'
N/A	o SQUARE FOOTAGE OF EXISTING STRUCTURE	N/A
INCLUDED	o STRUCTURE HEIGHT	17'-0" OFF FINISHED GRADE
N/A	o LOCATION & SIZE OF EXISTING FENCES, WALLS	N/A
INCLUDED	o DIMENSIONS OF THE PARCEL	SEE PLOT
INCLUDED	o EASEMENTS/BUILDING SETBACK LINES	SEE PLOT
INCLUDED	o LEGAL DESCRIPTION	LOT 663 UNIT 1 COLORADO CITY
INCLUDED	o ADDRESS OF PROPERTY	4757 ST VRAIN DR. (COLORADO CITY)
N/A	o STREET NAME AND ADJACENT STREET	N/A
INCLUDED	o NORTH ARROW	SEE PLOT
INCLUDED	o ALL LOCATIONS & DISTANCES TO PROP. STRUCTURES	SEE PLOT
N/A	o LOCATION & DISTANCES TO EXISTING STRUCTURES (IF APPL)	N/A



**4757 ST VRAIN DR. (COLORADO CITY)**

**PLOT PLAN**

SCALE: 1" = 20'-0"

BUILDER/OWNER:	MOUNTAIN HOMES, LLC- THE 1040 MODEL HOME
DATE:	3-2021
ADDRESS:	4757 ST VRAIN DR. (COLORADO CITY)
LEGAL DESCRIPTION:	LOT 663 UNIT 1 COLORADO CITY PARCEL SCHEDULE # 4723401257

ATT. DAVE WEHRICH  
702 POLK STREET  
PUEBLO, COLORADO 81004  
(719) 299-4784 fax  
(719) 240-9468 cell  
(719) 744-0544 office

EMAIL-dave@advanceddb.com  
EMAIL-david.wehrich@yahoo.com



4757 St Vrain Dr  
 Co City CO 81019

**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLORADO CODES AND ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COLORADO.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.
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**GENERAL PROJECT NOTES:**

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**ABBREVIATIONS:**

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
AC	ACRYLIC	AD	ADHESIVE
AD	ADHESIVE	AE	ALUMINUM
AE	ALUMINUM	AF	ALUMINUM FINISH
AF	ALUMINUM FINISH	AG	ALUMINUM GLASS
AG	ALUMINUM GLASS	AH	ALUMINUM HARDWARE
AH	ALUMINUM HARDWARE	AI	ALUMINUM INSULATION
AI	ALUMINUM INSULATION	AJ	ALUMINUM JOINT
AJ	ALUMINUM JOINT	AK	ALUMINUM KITCHEN
AK	ALUMINUM KITCHEN	AL	ALUMINUM LATH
AL	ALUMINUM LATH	AM	ALUMINUM MESH
AM	ALUMINUM MESH	AN	ALUMINUM NAIL
AN	ALUMINUM NAIL	AO	ALUMINUM OILING
AO	ALUMINUM OILING	AP	ALUMINUM PANEL
AP	ALUMINUM PANEL	AQ	ALUMINUM PAPER
AQ	ALUMINUM PAPER	AR	ALUMINUM RAIL
AR	ALUMINUM RAIL	AS	ALUMINUM SILL
AS	ALUMINUM SILL	AT	ALUMINUM TIE
AT	ALUMINUM TIE	AV	ALUMINUM VENEER
AV	ALUMINUM VENEER	AW	ALUMINUM WALL
AW	ALUMINUM WALL	AX	ALUMINUM WINDOW
AX	ALUMINUM WINDOW	AY	ALUMINUM YIELD
AY	ALUMINUM YIELD	AZ	ALUMINUM ZINC
AZ	ALUMINUM ZINC	BA	ALUMINUM ZINC

**GENERAL PROJECT NOTES:**

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
AC	ACRYLIC	AD	ADHESIVE
AD	ADHESIVE	AE	ALUMINUM
AE	ALUMINUM	AF	ALUMINUM FINISH
AF	ALUMINUM FINISH	AG	ALUMINUM GLASS
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AI	ALUMINUM INSULATION	AJ	ALUMINUM JOINT
AJ	ALUMINUM JOINT	AK	ALUMINUM KITCHEN
AK	ALUMINUM KITCHEN	AL	ALUMINUM LATH
AL	ALUMINUM LATH	AM	ALUMINUM MESH
AM	ALUMINUM MESH	AN	ALUMINUM NAIL
AN	ALUMINUM NAIL	AO	ALUMINUM OILING
AO	ALUMINUM OILING	AP	ALUMINUM PANEL
AP	ALUMINUM PANEL	AQ	ALUMINUM PAPER
AQ	ALUMINUM PAPER	AR	ALUMINUM RAIL
AR	ALUMINUM RAIL	AS	ALUMINUM SILL
AS	ALUMINUM SILL	AT	ALUMINUM TIE
AT	ALUMINUM TIE	AV	ALUMINUM VENEER
AV	ALUMINUM VENEER	AW	ALUMINUM WALL
AW	ALUMINUM WALL	AX	ALUMINUM WINDOW
AX	ALUMINUM WINDOW	AY	ALUMINUM YIELD
AY	ALUMINUM YIELD	AZ	ALUMINUM ZINC
AZ	ALUMINUM ZINC	BA	ALUMINUM ZINC

**PROJECT DIRECTORY**

BUILDER/DEVELOPER	DESIGNER
1.04 of 3 ELEVATIONS MAIN STORY FLOOR PLANS	ATT. DAVE WENBACH 1000 N. ST. VRAIN DENVER, CO 80202 303.733.1111 DW@ADVANCEDARCHITECTS.COM

**SHEET INDEX**

PLAN ISSUE AND RELEASE
ESQUE DATE: 6/10/2020

**ADVANCED ARCHITECTS**

ATT. DAVE WENBACH  
1000 N. ST. VRAIN  
DENVER, CO 80202  
303.733.1111  
DW@ADVANCEDARCHITECTS.COM

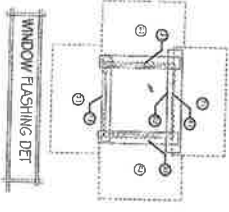
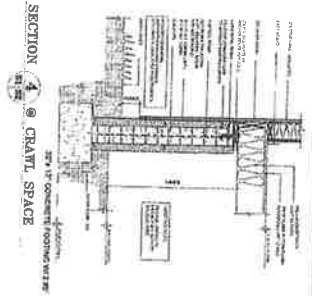
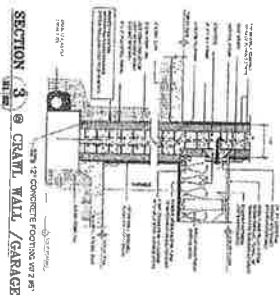
A SINGLE FAMILY RESIDENCE  
for  
THE 1040 MODEL HOME  
(COLORADO CITY) COLORADO

1.04 of 3  
ELEVATIONS  
MAIN STORY FLOOR PLANS

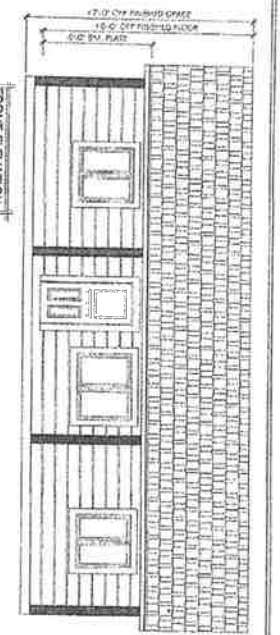
1.04 of 3  
ELEVATIONS  
MAIN STORY FLOOR PLANS

1.04 of 3  
ELEVATIONS  
MAIN STORY FLOOR PLANS

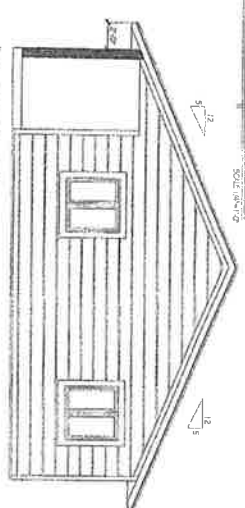
ATT. BRANDON MORSE  
718-232-0120 (EXT. 101)



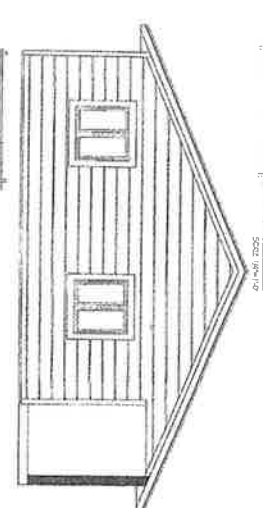
- 1. 1/2" x 1/2" x 1/2" PVC FLASHING
- 2. 1/2" x 1/2" x 1/2" PVC FLASHING
- 3. 1/2" x 1/2" x 1/2" PVC FLASHING
- 4. 1/2" x 1/2" x 1/2" PVC FLASHING
- 5. 1/2" x 1/2" x 1/2" PVC FLASHING
- 6. 1/2" x 1/2" x 1/2" PVC FLASHING
- 7. 1/2" x 1/2" x 1/2" PVC FLASHING
- 8. 1/2" x 1/2" x 1/2" PVC FLASHING
- 9. 1/2" x 1/2" x 1/2" PVC FLASHING
- 10. 1/2" x 1/2" x 1/2" PVC FLASHING
- 11. 1/2" x 1/2" x 1/2" PVC FLASHING
- 12. 1/2" x 1/2" x 1/2" PVC FLASHING



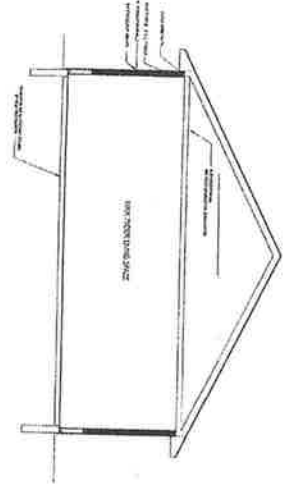
FRONT ELEVATION  
SCALE: 1/8" = 1'-0"



SIDE ELEVATION  
SCALE: 1/8" = 1'-0"



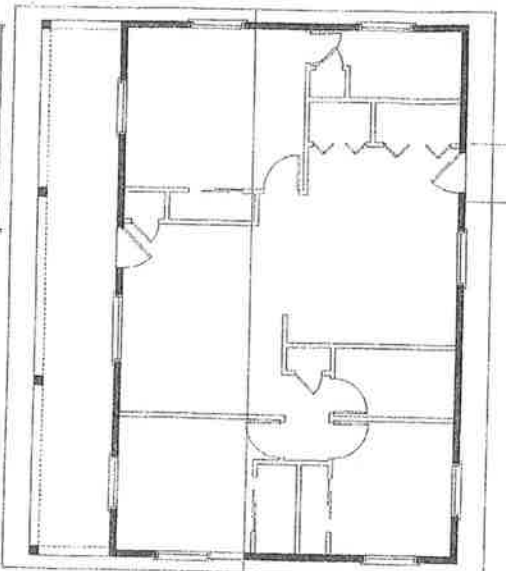
SIDE ELEVATION  
SCALE: 1/8" = 1'-0"



CROSS SECTION  
SCALE: 1/8" = 1'-0"

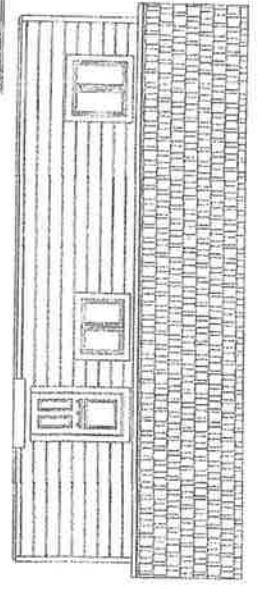
- NOTES:
1. ALL FINISHES TO BE AS SHOWN UNLESS OTHERWISE NOTED.
  2. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC).
  3. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL ENERGY EFFICIENCY CODE (IEEC).
  4. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMC).
  5. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
  6. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL ELECTRICAL CODE (IEC).
  7. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC).
  8. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
  9. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL ELECTRICAL CODE (IEC).
  10. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC).
  11. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
  12. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL ELECTRICAL CODE (IEC).
  13. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC).
  14. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
  15. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL ELECTRICAL CODE (IEC).
  16. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC).
  17. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
  18. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL ELECTRICAL CODE (IEC).
  19. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC).
  20. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
  21. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL ELECTRICAL CODE (IEC).
  22. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC).
  23. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
  24. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL ELECTRICAL CODE (IEC).
  25. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC).

FOUNDATION PLANS  
SCALE: 1/8" = 1'-0"



ROOF FRAMING PLANS  
SCALE: 1/8" = 1'-0"

REAR ELEVATION  
SCALE: 1/8" = 1'-0"



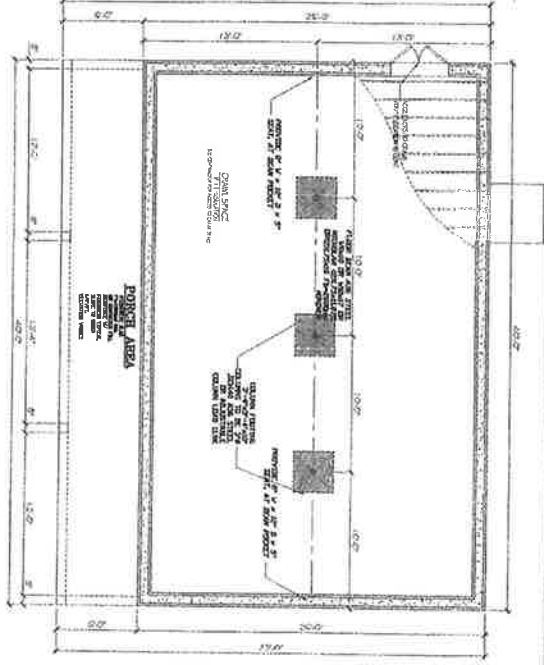
**MOUNTAIN HOMES, LLC**  
ATT. BRANDON MCBEE  
715-225-2513

**A SINGLE FAMILY RESIDENCE**  
**THE 1040 MODEL HOME**  
4970 CHERRY CREEK STREET (COLORADO CITY) COLORADO

**ADVANCED**  
ATT. DAVE WERBICH  
2757 S. 25th STREET  
PHOENIX, AZ 85034  
PH: 602-998-4444  
WWW.ADVANCEDCONSTRUCTION.COM

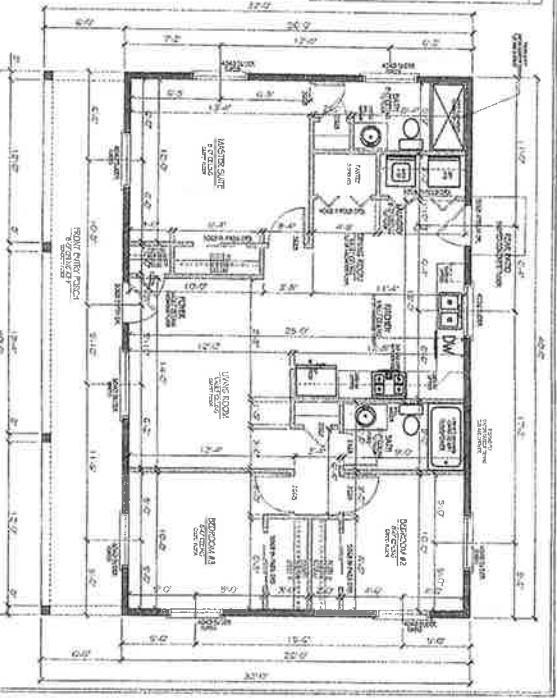
SCALE: 1/8" = 1'-0"  
DATE: 08/11/2015  
DRAWN: J. W. WILSON  
CHECKED: J. W. WILSON  
APP. BY: J. W. WILSON

20 of 11/2015



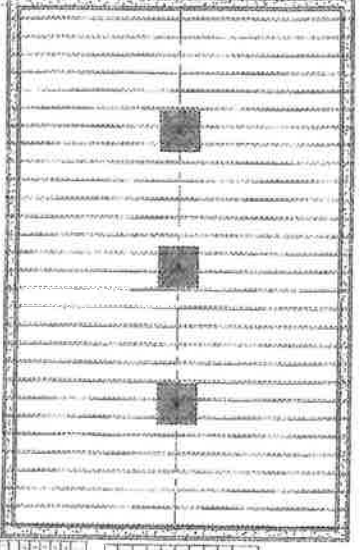
**GENERAL NOTES**

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL CODES.
2. THE ELECTRICAL PANEL SHALL BE INSTALLED IN THE POWER AREA AS SHOWN ON THIS PLAN.
3. ALL WIRING SHALL BE IN CONDUIT UNLESS OTHERWISE NOTED.
4. ALL CIRCUITS SHALL BE PROTECTED BY CIRCUIT BREAKERS.
5. THE ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
6. ALL ELECTRICAL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL ELECTRICAL INSPECTOR.



**MAIN STORY FLOOR PLANS**

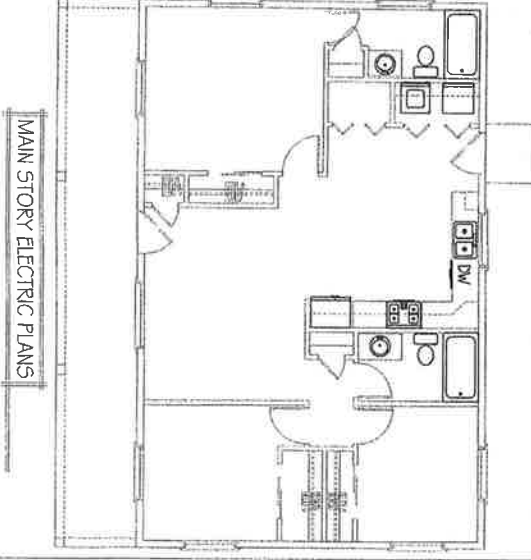
NO.	DESCRIPTION	SCALE
1	MAIN STORY FLOOR PLAN	1/8" = 1'-0"
2	MAIN STORY ELECTRICAL PLAN	1/8" = 1'-0"



**FLOOR FRAMING PLANS**

SCALE: 1/8" = 1'-0"

NO.	DESCRIPTION	SCALE
1	MAIN STORY FLOOR PLAN	1/8" = 1'-0"
2	MAIN STORY ELECTRICAL PLAN	1/8" = 1'-0"
3	FLOOR FRAMING PLAN	1/8" = 1'-0"



**MAIN STORY ELECTRICAL PLANS**

**30**  
of  
13 PAGES

**ADVANCED**

ATT: DAVE WERBICH  
FIELD: 203.565.1104  
FIELD: 203.565.1104  
FIELD: 203.565.1104  
FIELD: 203.565.1104

**A SINGLE FAMILY RESIDENCE**

**THE 1040 MODEL HOME**

4970 CHERRY CREEK STREET (COLORADO CITY) COLORADO

SKOUNTAIN HOMES, LLC  
ATT: BRANDON MCBEE  
715.223.0100 (MOBILE) (RI)



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

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

Property Owner: McBee LLC Brandon McBee  
 Mailing Address: 10739 Arnold Ln. City: Rye  
 State: CO ZIP: 81069 Telephone: 719 229 0010

CONTRACTOR			
Contractor:	<u>Mountain Homes LLC</u>		
Mailing Address:	<u>11</u>		
State:	<u>11</u>	ZIP:	<u>11</u>
		City:	<u>11</u>
		Telephone:	<u>11</u>

Requested approval for:  Commercial building  Home  Shed  Fence  Other: CCMB R-1/2 PC-R-2

Lot: 645 Unit: 1 Legal address, (please verify with CC Metro District): 4758 ST. VRAIN DR

Type construction: stick Mobile homes:  New  Used - Year built: \_\_\_\_\_  
 Floor area square footage: 1040 Square footage required by covenants: 720

**REQUIRED ITEMS for submittal of application:**

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

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

Property owner's signature: Brandon McBee Date: 3-25-21

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

CONDITIONS APPLYING TO THIS APPLICATION

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

CCAAC Fee Schedule

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

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

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

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

Property Owner Signature:

*Dawn M. Bee*

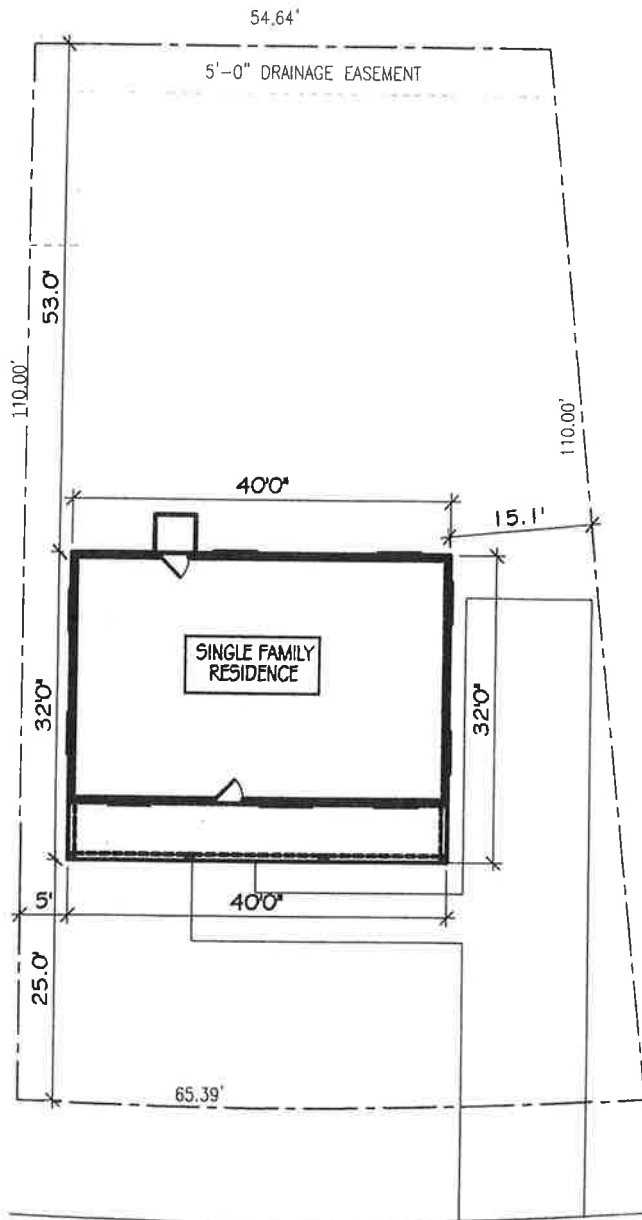
Date:

3-25-21



PUEBLO COUNTY DEPARTMENT OF PLANNING  
AND ZONING CHECKLIST

INCLUDED	ASSESSOR'S PARCEL NUMBER	PARCEL SCHEDULE # 4724011221
INCLUDED	SQUARE FOOTAGE OF PROPOSED STRUCTURE	MAIN FLOOR LIVING 1040.0' TOTAL UNDER ROOF - 1230.0'
N/A	SQUARE FOOTAGE OF EXISTING STRUCTURE	N/A
INCLUDED	STRUCTURE HEIGHT	17'-0" OFF FINISHED GRADE
N/A	LOCATION & SIZE OF EXISTING FENCES, WALLS	N/A
INCLUDED	DIMENSIONS OF THE PARCEL	SEE PLOT
INCLUDED	EASEMENTS/BUILDING SETBACK LINES	SEE PLOT
INCLUDED	LEGAL DESCRIPTION	LOT 645 UNIT 1 COLORADO CITY
INCLUDED	ADDRESS OF PROPERTY	4758 ST VRAIN DR. (COLORADO CITY)
N/A	STREET NAME AND ADJACENT STREET	N/A
INCLUDED	NORTH ARROW	SEE PLOT
INCLUDED	ALL LOCATIONS & DISTANCES TO PROP. STRUCTURES	SEE PLOT
N/A	LOCATION & DISTANCES TO EXISTING STRUCTURES IF APPL.	N/A



4758 ST VRAIN DR. (COLORADO CITY)

PLOT PLAN

SCALE: 1" = 20'-0"

BUILDER/OWNER: MOUNTAIN HOMES, LLC- THE 1040 MODEL HOME

DATE: 3-2021

ADDRESS: 4758 ST VRAIN DR. (COLORADO CITY)

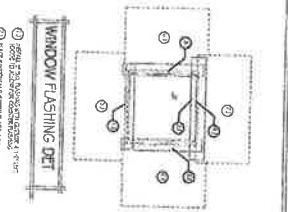
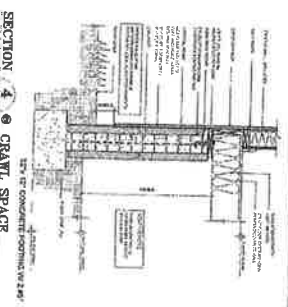
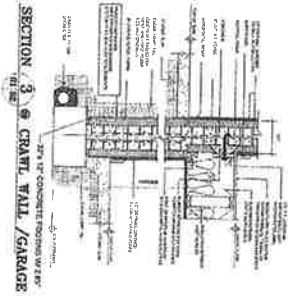
LEGAL DESCRIPTION: LOT 645 UNIT 1 COLORADO CITY  
PARCEL SCHEDULE # 4724011221

ATT. DAVE WEHRICH  
702 POLK STREET  
PUEBLO, COLORADO 81004  
(719) 299-4784 fax  
(719) 240-9468 cell  
(719) 744-0544 office

EMAIL- dave@advanceddb.com  
EMAIL- dave.wehrich@yahoo.com



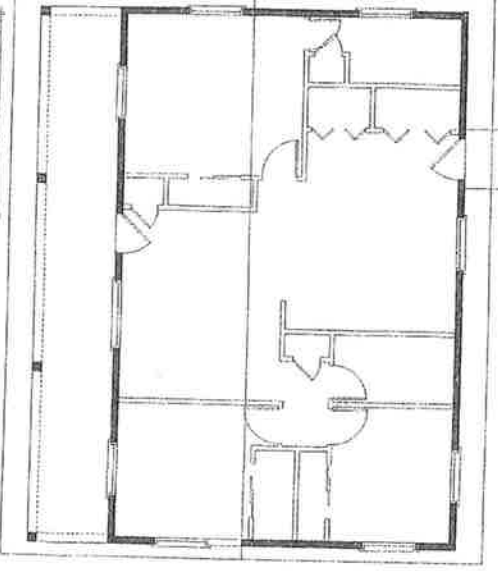




- 1. 2x4 STUDS
- 2. 1/2" GYPSUM BOARD
- 3. 1/2" GYPSUM BOARD
- 4. 1/2" GYPSUM BOARD
- 5. 1/2" GYPSUM BOARD
- 6. 1/2" GYPSUM BOARD
- 7. 1/2" GYPSUM BOARD
- 8. 1/2" GYPSUM BOARD
- 9. 1/2" GYPSUM BOARD
- 10. 1/2" GYPSUM BOARD
- 11. 1/2" GYPSUM BOARD
- 12. 1/2" GYPSUM BOARD
- 13. 1/2" GYPSUM BOARD
- 14. 1/2" GYPSUM BOARD
- 15. 1/2" GYPSUM BOARD
- 16. 1/2" GYPSUM BOARD
- 17. 1/2" GYPSUM BOARD
- 18. 1/2" GYPSUM BOARD
- 19. 1/2" GYPSUM BOARD
- 20. 1/2" GYPSUM BOARD

**FOUNDATION PLANS**

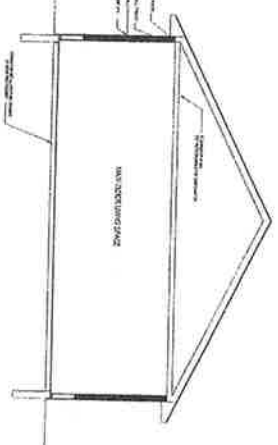
SCALE: 1/8" = 1'-0"



**ROOF FRAMING PLANS**

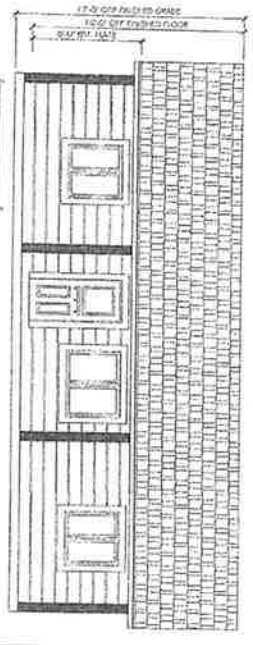
**CROSS SECTION**

SCALE: 1/8" = 1'-0"



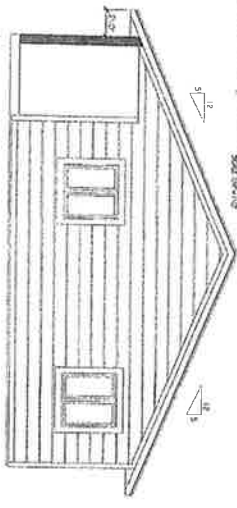
**FRONT ELEVATION**

SCALE: 1/8" = 1'-0"



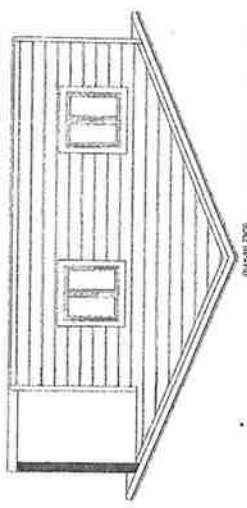
**SIDE ELEVATION**

SCALE: 1/8" = 1'-0"



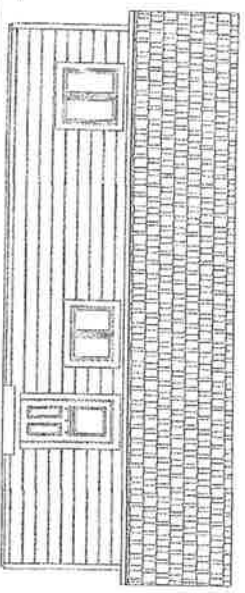
**SIDE ELEVATION**

SCALE: 1/8" = 1'-0"



**REAR ELEVATION**

SCALE: 1/8" = 1'-0"



- NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE.
  2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ENERGY EFFICIENCY CODE.
  3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL PLUMBING CODE.
  4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE.
  5. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL FIRE AND SAFETY CODE.
  6. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING DEPARTMENT CODE.
  7. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ROOFING AND CEILING CODE.
  8. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL WINDOW AND GLAZING CODE.
  9. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SCHEDULING CODE.
  10. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SIGNING CODE.
  11. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL CONTRACTING CODE.
  12. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL INSURANCE CODE.
  13. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL LABOR CODE.
  14. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL TRADE CODE.
  15. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL PROFESSIONAL CODE.
  16. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL REGULATORY CODE.
  17. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL COMPLIANCE CODE.
  18. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ENFORCEMENT CODE.
  19. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL PENALTY CODE.
  20. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL REMEDY CODE.

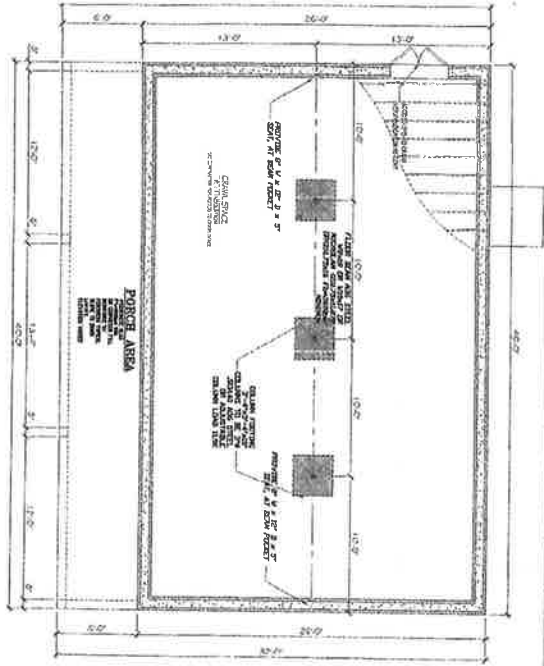
**MOUNTAIN HOMES, LLC**  
 ATT: BRANDON MCBEE  
 719-525-0001 (EXT. 111)

**A SINGLE FAMILY RESIDENCE**  
**THE 1040 MODEL HOME**  
 4570 CHERRY CREEK STREET (COLORADO CITY) COLORADO

**ADVANCED**  
 ATT: DANIEL WASHBURN  
 702-937-5157  
 1111 11th Street, Suite 101  
 Broomfield, CO 80020

DATE: 10/15/2023  
 TIME: 10:00 AM

20 of 11/15/23



**GENERAL CONSTRUCTION NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).

2. FOUNDATION SHALL BE CONCRETE ON COMPACTED GRAVEL.

3. ALL EXTERIOR WALLS SHALL BE CONCRETE BLOCK WITH EXTERIOR FINISH AS SHOWN.

4. ROOF SHALL BE AS SHOWN WITH 1/2" MINIMUM OVERLAP FOR SHINGLES.

5. ALL ROOF FLASHING SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

6. ALL EXTERIOR DOORS SHALL BE 1 3/4" MINIMUM CLEARANCE FROM THE FINISHED FLOOR.

7. ALL INTERIOR DOORS SHALL BE 1/2" MINIMUM CLEARANCE FROM THE FINISHED FLOOR.

8. ALL WINDOWS SHALL BE INSTALLED WITH 1/4" MINIMUM CLEARANCE FROM THE FINISHED FLOOR.

9. ALL EXTERIOR FINISHES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRC.

10. ALL INTERIOR FINISHES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRC.

11. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRC.

12. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRC.

13. ALL PLUMBING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRC.

14. ALL HEATING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRC.

15. ALL AIR CONDITIONING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRC.

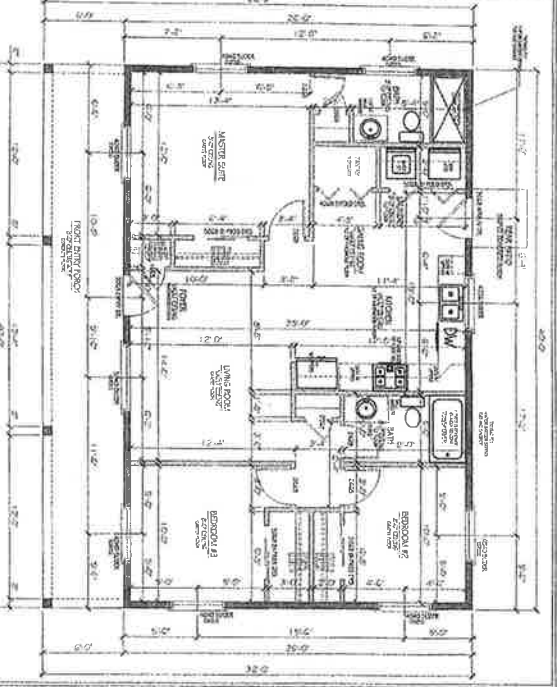
16. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRC.

17. ALL MATERIALS SHALL BE OF QUALITY AS SHOWN.

18. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRC.

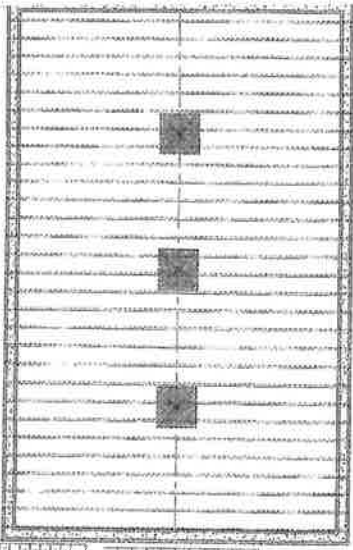
19. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC.

20. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRC AND THE IBC.



**MAIN STORY FLOOR PLANS**  
SCALE: 1/8" = 1'-0"

NO.	DESCRIPTION	QUANTITY	UNIT
1	FOUNDATION	1	FOUNDATION
2	ROOF	1	ROOF
3	WALLS	1	WALLS
4	FLOORS	1	FLOORS
5	MECHANICAL	1	MECHANICAL
6	ELECTRICAL	1	ELECTRICAL
7	PLUMBING	1	PLUMBING
8	HEATING	1	HEATING
9	AIR CONDITIONING	1	AIR CONDITIONING
10	FINISHES	1	FINISHES
11	MATERIALS	1	MATERIALS
12	WORK	1	WORK
13	IRC	1	IRC
14	IBC	1	IBC
15	IRC AND IBC	1	IRC AND IBC



**FLOOR FRAMING PLANS**  
SCALE: 1/8" = 1'-0"

NO.	DESCRIPTION	QUANTITY	UNIT
1	FOUNDATION	1	FOUNDATION
2	ROOF	1	ROOF
3	WALLS	1	WALLS
4	FLOORS	1	FLOORS
5	MECHANICAL	1	MECHANICAL
6	ELECTRICAL	1	ELECTRICAL
7	PLUMBING	1	PLUMBING
8	HEATING	1	HEATING
9	AIR CONDITIONING	1	AIR CONDITIONING
10	FINISHES	1	FINISHES
11	MATERIALS	1	MATERIALS
12	WORK	1	WORK
13	IRC	1	IRC
14	IBC	1	IBC
15	IRC AND IBC	1	IRC AND IBC



**MAIN STORY ELECTRIC PLANS**  
SCALE: 1/8" = 1'-0"

**3.0**  
of  
7 SHEETS

**MOUNTAIN HOMES, LLC**  
ATT. BRANDON MCBEE  
715-822-0100 (P) (M)

A SINGLE FAMILY RESIDENCE  
**THE 1040 MODEL HOME**  
4970 CHERRY CREEK STREET (COLORADO CITY) COLORADO

**ADVANCED**  
ATT. DAVE LORENCH  
715-822-0100 (P)  
715-822-0100 (M)  
715-822-0100 (F)  
715-822-0100 (C)

DATE: 10/15/2020  
TIME: 10:00 AM  
PROJECT: THE 1040 MODEL HOME  
SHEET: 3.0 OF 7 SHEETS



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

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

Property Owner: Brian Stauffer  
 Mailing Address: 712 S. Nevada City: CO - Sprgs  
 State: CO ZIP: 80903 Telephone: 719-419-1705

CONTRACTOR

Contractor: Hanging T. Const. CLIFF Taylor  
 Mailing Address: P.O. Box 19001 City: Colorado City  
 State: Co. ZIP: 81019 Telephone: 719-696-1529

Requested approval for:  Commercial building  Home  Shed  Fence  Other: \_\_\_\_\_

Lot: 5 Unit: 29 Legal address, (please verify with CC Metro District): 1930 Beverly Dr.

Type construction: Fence Mobile homes:  New  Used - Year built: \_\_\_\_\_

Floor area square footage: \_\_\_\_\_ Square footage required by covenants: \_\_\_\_\_

REQUIRED ITEMS for submittal of application:

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

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

Property owner's signature: Brian Stauffer Date: 3/8/21

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

CONDITIONS APPLYING TO THIS APPLICATION

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

CCAAC Fee Schedule


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

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

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

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

Property Owner Signature:



Date:

3/8/21

65'

Scale 1" = 10' Feet

1930 Beverly Dr.  
Unit 29 Lot 5  
Parcel 4727329005

owner Brian STAUFFER  
Contractor Hanging J. CONST  
CLIFF Taylor



65'

125'

12'

40'

13'

125'

Existing House

32'

3'

3'

Existing Porch

9'

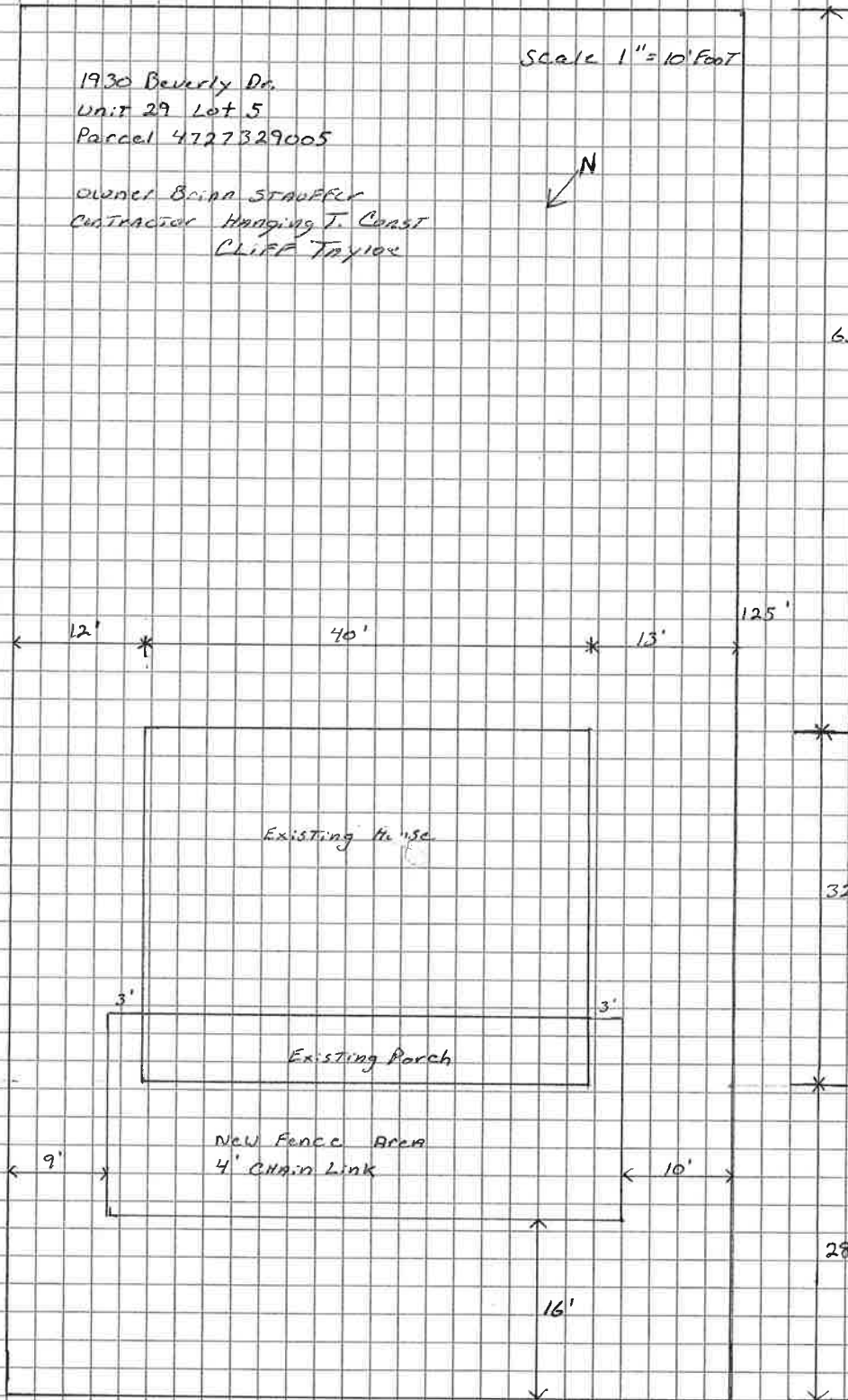
New Fence Area  
4' Chain Link

10'

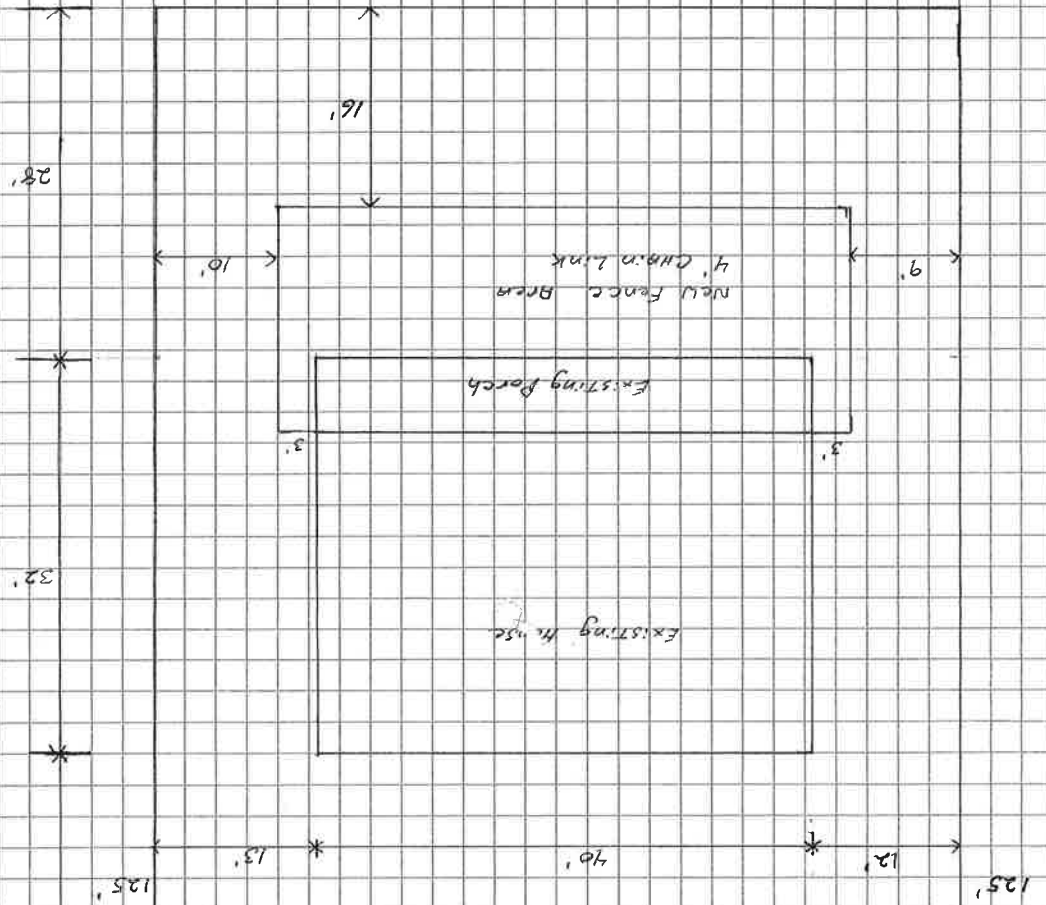
28'

16'

Beverly Dr.



Beverly Dr.



Existing Porch

Existing House

New Fence Area  
4' Chain Link

Scale 1" = 10' Foot



Owner Brian Staffer  
 Contractor Anthony J. Consi  
 Cliff Taylor

1930 Beverly Dr.  
 Unit 29 Lot 5  
 Parcel 41273829005





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

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Property Owner: Rod & Deborah Clark  
 Mailing Address: PO Box 20406 City: Colorado City  
 State: CO ZIP: 81019 Telephone: 719 252 9010

CONTRACTOR			
Contractor:	_____		
Mailing Address:	_____		City: _____
State:	ZIP:	Telephone: _____	

Requested approval for:  Commercial building  Home  Shed  Fence  Other: Pole Barn  
2020-001 Form 47-133-09-225 226  
 Lot: 226 Unit: 9 Legal address, (please verify with CC Metro District): 4281 Chaffee, Colo City CO 81019  
 Type construction: Pole Barn New Mobile homes:  New  Used - Year built: \_\_\_\_\_  
 Floor area square footage: 576 Square footage required by covenants: \_\_\_\_\_

**REQUIRED ITEMS for submittal of application:**

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

I have read and agree to abide by the unit's protective covenants for which this application is submitted:  
 Property owner's signature: Deborah Clark Date: 3/9/2021

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

CONDITIONS APPLYING TO THIS APPLICATION

- It is clearly understood that the granting of architectural approval does not relieve the owner or building of compliance with Pueblo County Zoning Resolutions and/or Building Codes and Subdivision Regulations; It is also understood that the construction shall commence within 90 days of Colorado City Architectural Advisory Committee (CCAAC) approval. Actual construction period shall not exceed 180 days without committee approval. Failure to comply with these time limitations automatically terminates CCAAC approval. Any changes made to the submitted plans, either before or during construction, must be approved by CCAAC; or applying to the owner's unit. Copies of the covenants are available at the Colorado City Metropolitan District office or at [www.colorado.gov/coloradocitymetro](http://www.colorado.gov/coloradocitymetro).
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- CCAAC is not responsible for any monetary losses you incur; therefore, you are encouraged to obtain approval before proceeding with construction or purchases affected by this application.

CCAAC Fee Schedule

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

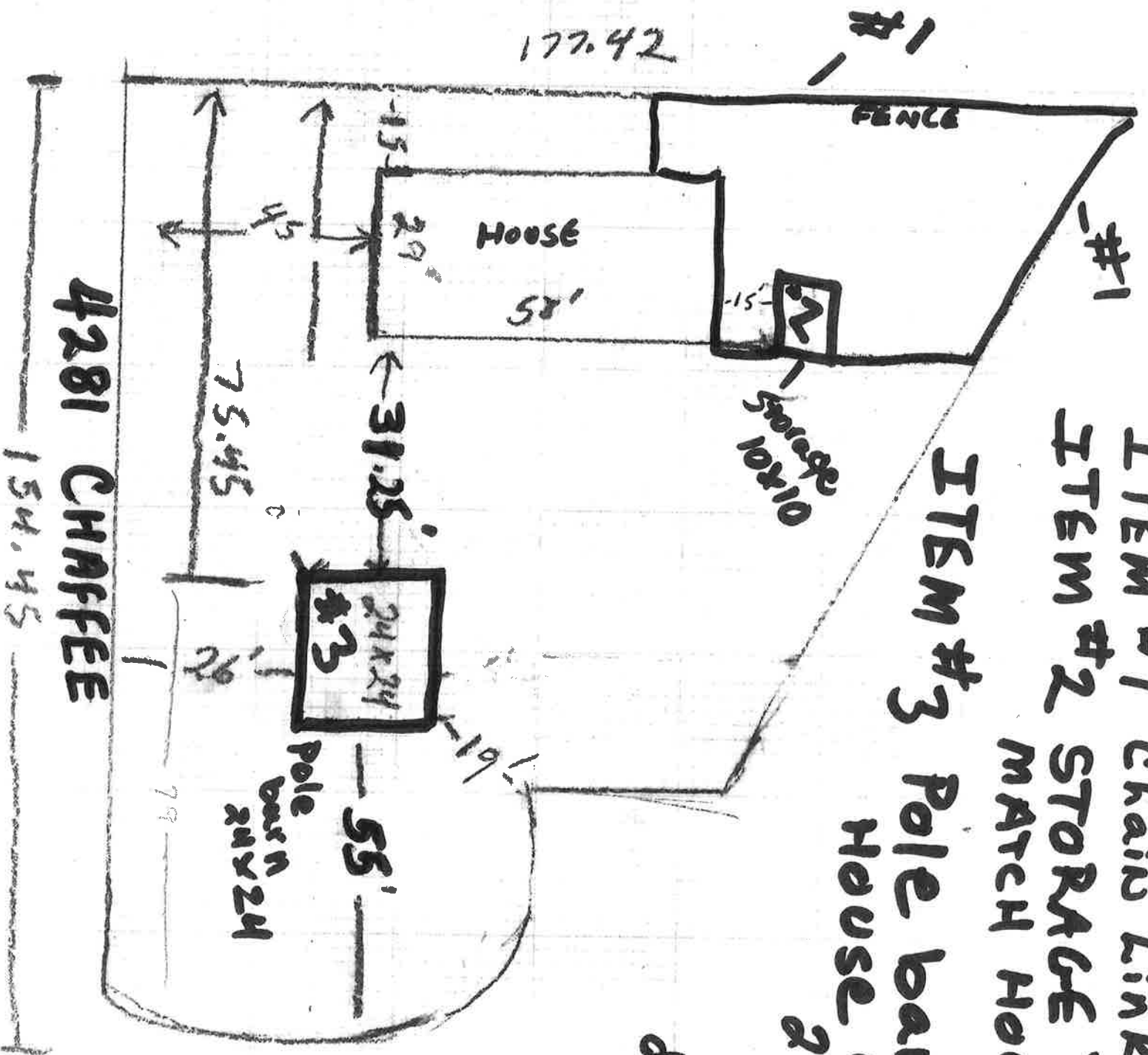
Commercial/Industrial	\$400.00
Multifamily Residential	\$300.00
New Single Family Residential	\$200.00
Sheds/Fences/Garages/Carports/Decks	\$ 40.00
Remodeling Residential	\$ 50.00
Re-Roofing	\$ 25.00

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

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

Property Owner Signature: *Ashorah Clark* Date: 3/9/2021

EASEMENT



ITEM #1 Chain Link 4' TALL black  
 ITEM #2 STORAGE Building 10x10  
 MATCH House eolors  
 ITEM #3 Pole barn, MATCH  
 House eolors  
 24x24

dwittclark@regan.ca

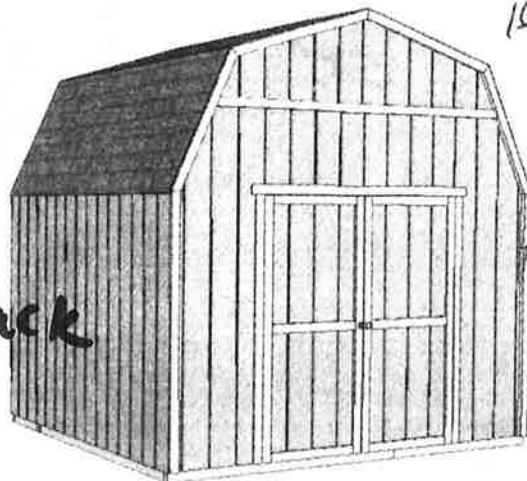
## VALUE SERIES

## RAINIER 10' x 10' (305 x 305 cm)

ACTUAL FLOOR SIZE IS 120 x 116-5/8" (305 x 296,2 cm)

KEEP THIS MANUAL FOR FUTURE REFERENCE

*A. DeSoy*  
 match house  
 white w/black  
 Trim



⚠ **IMPORTANT!** ⚠

READ INSTRUCTIONS THOROUGHLY PRIOR TO BEGINNING ASSEMBLY.

**BEFORE YOU BEGIN**

• **BUILDING RESTRICTIONS AND APPROVALS**

Be sure to check with local building department and homeowners association for specific restrictions and/ or requirements before building.

• **ENGINEERED DRAWINGS**

Contact our Customer Service Team if engineered drawings are needed to pull local permits.

• **SURFACE PREPARATION**

To ensure proper assembly you must build your shed on a level surface. Recommended methods and materials to level your shed are listed on page 8.

• **CHECK ALL PARTS**

Inventory all parts listed on pages 4 - 6. Contact our Customer Service Team if any parts are missing or damaged.

• **ADDITIONAL MATERIALS**

You will need additional materials to complete your shed. See page 3 for required and optional materials and quantities.



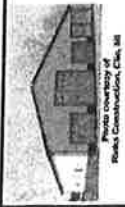
**- CUSTOMER SERVICE -**



Call: 1-800-577-9663 email: [customerservice@backyardproductsllc.com](mailto:customerservice@backyardproductsllc.com)

Prints

676 3396



# SkyLine Metal Quotation Package

Construction  
**Maestro**  
Estimating Software  
For Estimators, Contractors & Architects

### QUOTATION FOR:

Rod Clark/Colorado City=24C24C10  
Customer Address Not Provided  
City, State & Zip Not Provided  
719-671-6636

### CONTACT:

Salesperson Name Not Available  
6090 County Rd FF  
La Jara, CO 81140  
719-852-0113

### CONSTRUCTION: DIMENSIONS:

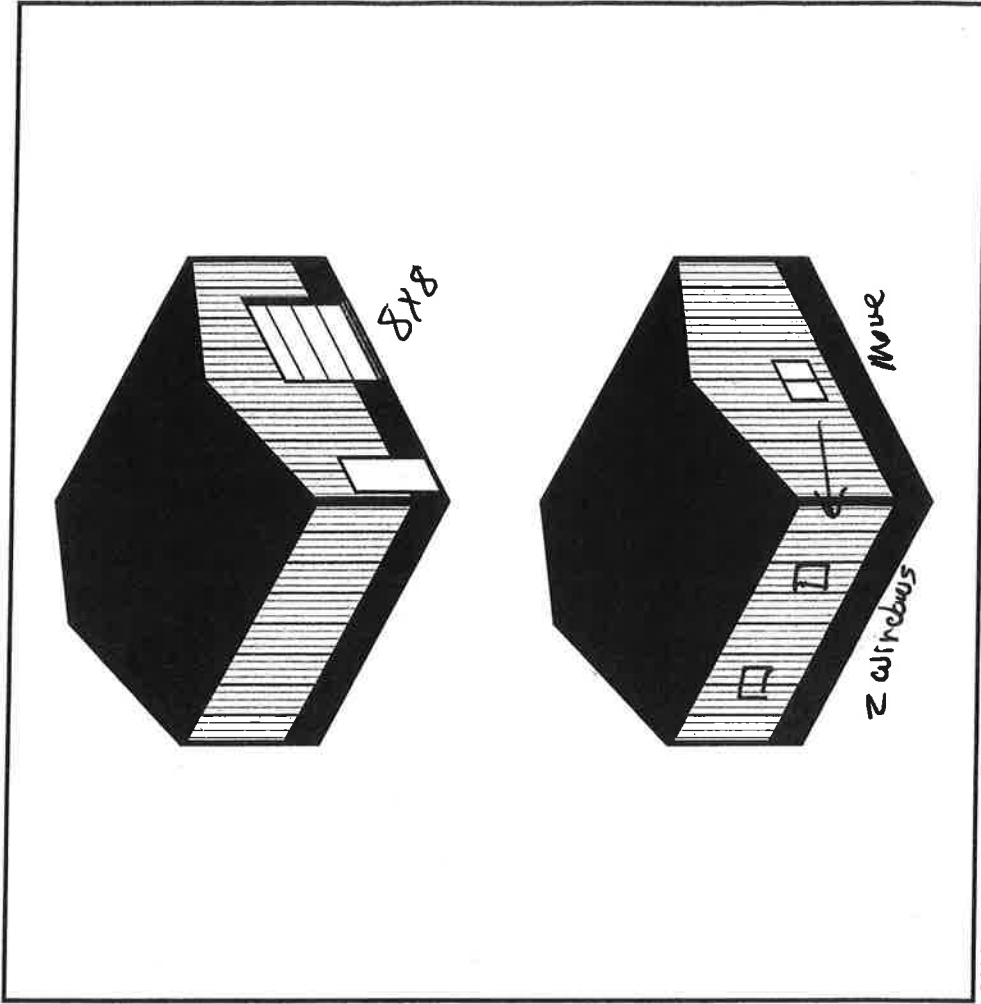
Post Frame  
24' X 24' X 10'

### SPECIFICATIONS FOR 24' X 24' X 10' POST FRAME PACKAGE:

- MATERIAL PACKAGE
  - Pre-Engineered Wood Trusses (4/12 Pitch, 4' O/C)
  - 4.5 x 5.5 SKYLINE 3 Ply Eave Posts (8' O/C)
  - 4.5 x 5.5 SKYLINE 3 Ply Gable Posts (8' O/C)
  - 2 x 8 Treated Skirt Boards (1 Row)
  - 2 x 6 Wall Girts (24" O/C)
  - 2 x 4 Roof Purlins (24" O/C)
  - 2 x 12 Double Top Girt Truss Carrier
  - Polar White 29 Gauge Skyline Panel Steel Siding
  - Black Steel Wainscot on All Four Sides
  - Black 29 Gauge Skyline Panel Steel Roof
  - Two Bags of Concrete Mix per Post Hole
- DOORS & WINDOWS
  - One Overhead Doors Overhead Door W/ Window Ins. Std. T
  - One 3' Standard Entry Door
  - One A & M Vinyl Windows 4' x 3' Slider Window
- 0" OVERHANG ON ALL SIDES
- FASTENERS
  - 1 1/2 In. Wood To Metal Screws for Steel Wall, Roof Panels
  - 3 In. Framing Non Galv. Paper Tape for Truss Carrier
  - 3 In. Framing Non Galv. Paper Tape for Skirt Board
  - Galvanized Steel Framing Nails

### DETAILED BUILDING PLANS

*PD 2000 - CASH DOWN*  
*David R. [Signature]*



Subtotal

\$10,010.00

Tax

\$290.29

GRAND TOTAL

\$10,300.29

*1055.00*

QUOTATION DATE: 3/5/2021

ESTIMATE NUMBER: 807

Prices are good for 30 days, until 4/4/2021



### SOUTH SIDE-EAVE SIDE 1 STEEL WALL LAYOUT

Panel 1 98"	Panel 2 98"	Panel 3 98"	Panel 4 98"	Panel 5 98"	Panel 6 98"	Panel 7 98"	Panel 8 98"
Panel 9 32"	Panel 10 32"	Panel 11 32"	Panel 12 32"	Panel 13 32"	Panel 14 32"	Panel 15 32"	Panel 16 32"



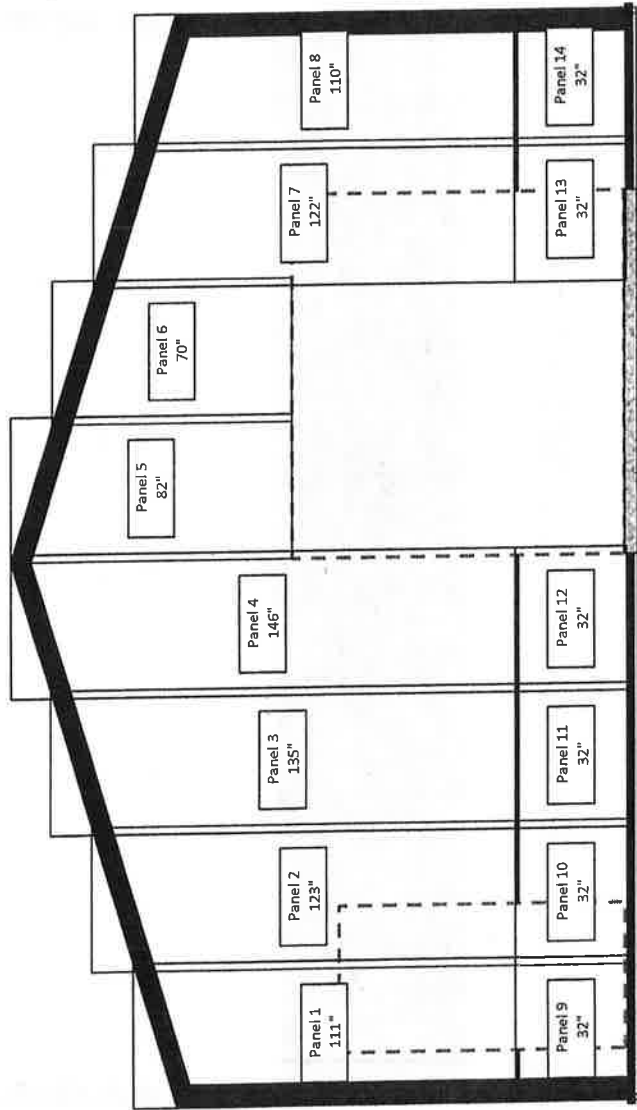
## NORTH SIDE-EAVE SIDE 2 STEEL WALL LAYOUT

Panel 1 98"	Panel 2 98"	Panel 3 98"	Panel 4 98"	Panel 5 98"	Panel 6 98"	Panel 7 98"	Panel 8 98"
Panel 9 32"	Panel 10 32"	Panel 11 32"	Panel 12 32"	Panel 13 32"	Panel 14 32"	Panel 15 32"	Panel 16 32"



Photo Courtesy of  
Retic Construction, Chgo, Ill

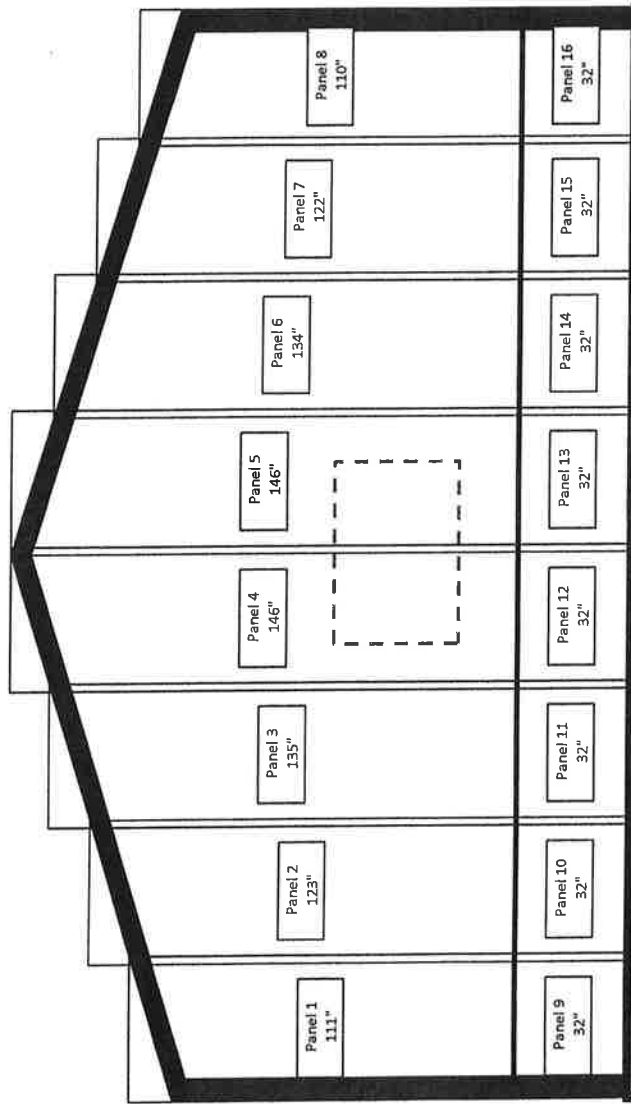
### EAST SIDE-GABLE SIDE 1 STEEL WALL LAYOUT







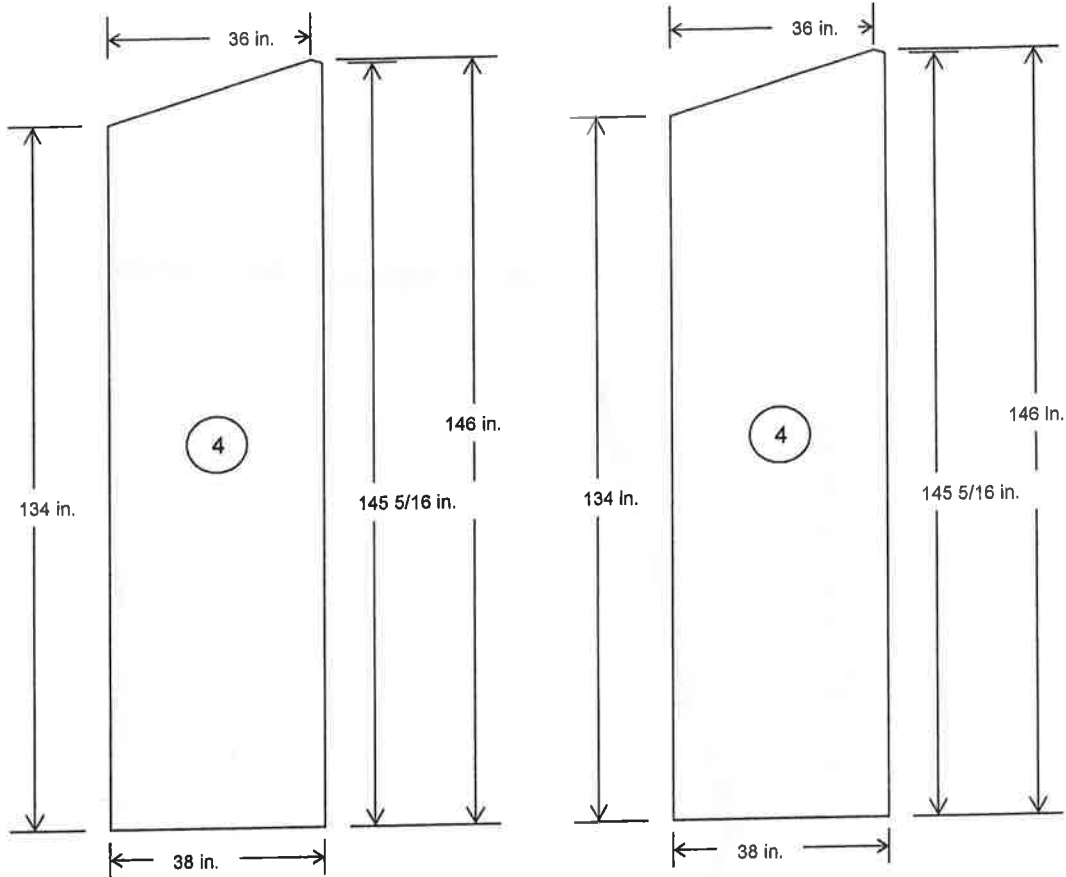
## WEST SIDE-GABLE SIDE 2 STEEL WALL LAYOUT



Gable Side 1

# Steel Siding Panel Details

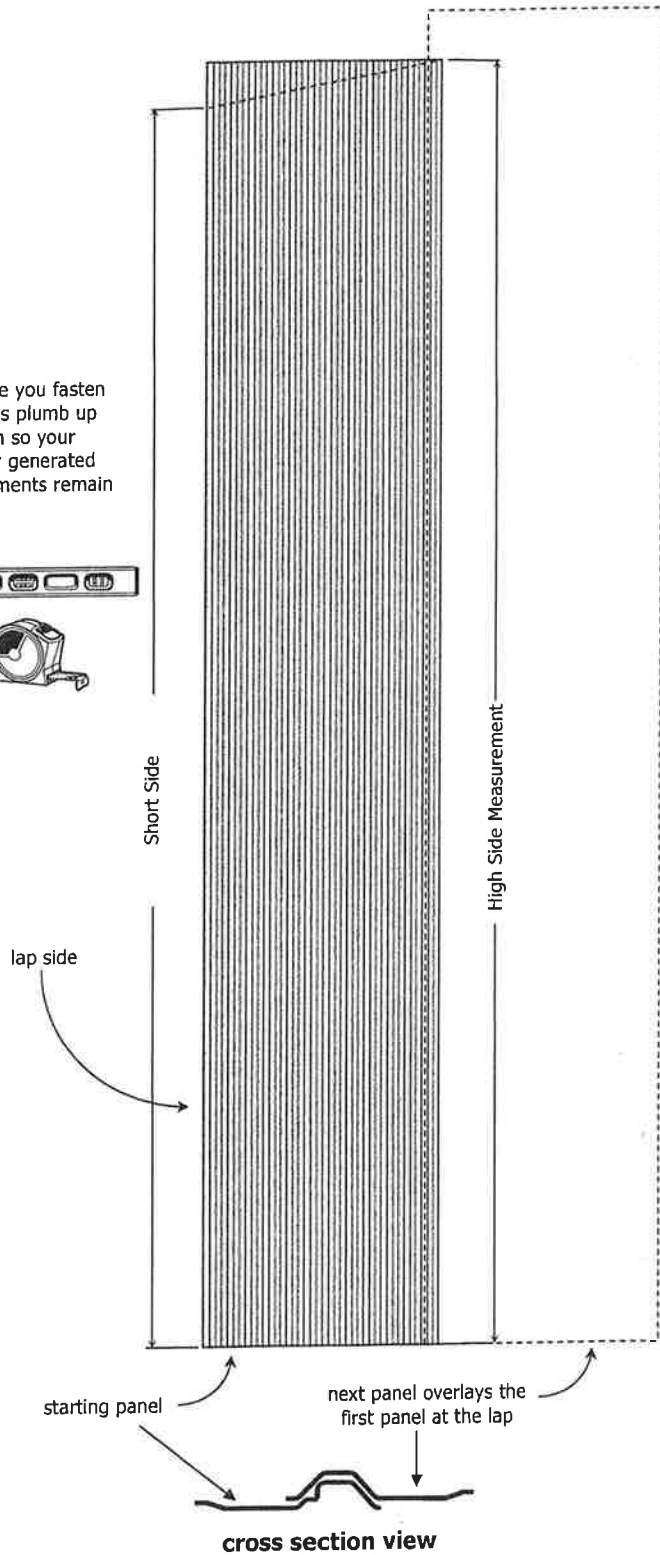
Gable Side 2



# INFORMATION

on typical wall panel layout

Make sure you fasten the panels plumb up and down so your computer generated measurements remain accurate.



Check your steel manufacturing company detail illustrations for nailing patterns.





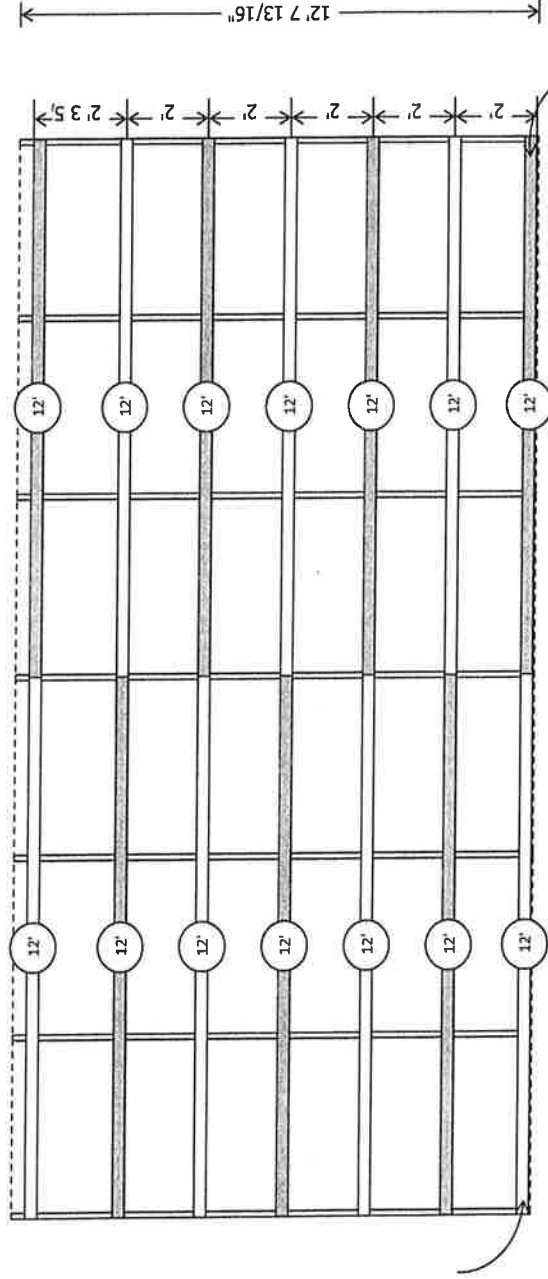
# SOUTH SIDE-EAVE SIDE 1 STEEL ROOF EAVE1

Panel 1 154"	Panel 2 154"	Panel 3 154"	Panel 4 154"	Panel 5 154"	Panel 6 154"	Panel 7 154"	Panel 8 154"
-----------------	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------



# SOUTH SIDE-EAVE SIDE 1 TRUSS AND PURLIN LAYOUT

CONSTRUCTION  
**Maestro**<sup>®</sup>  
Estimating Software  
For Estimators, Contractors & Owners



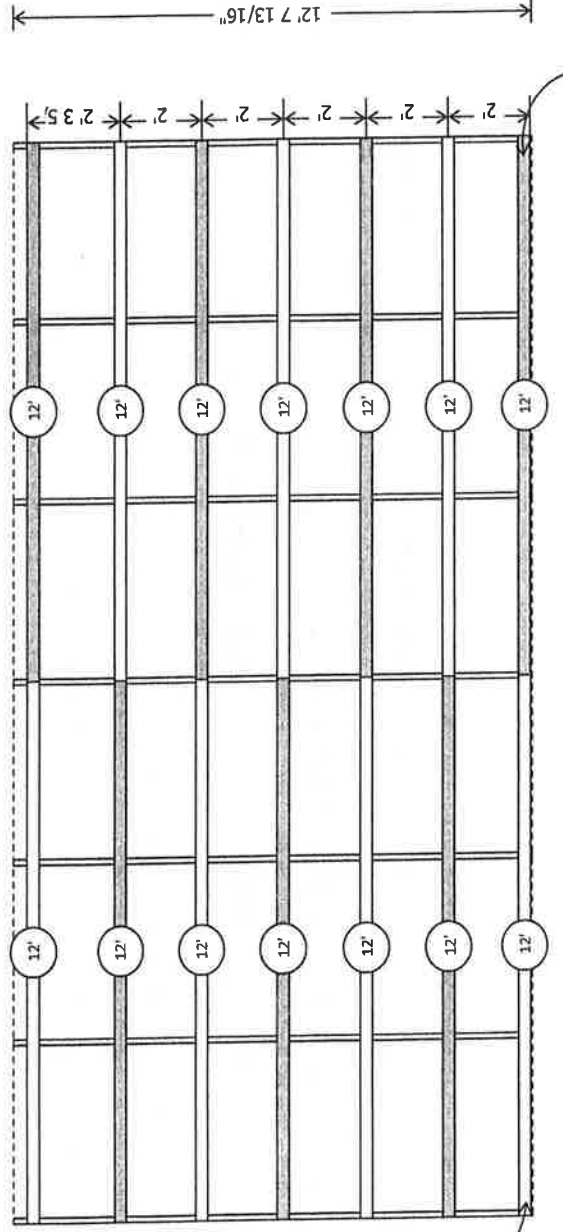
PURLIN  
Construction  
Grade

Bottom Edge of  
Purlin is 1/2" In

"Rod Clark/Colo City=24C24C10  
Estimate Number: 807  
3/5/2021"



# NORTH SIDE-EAVE SIDE 2 TRUSS AND PURLIN LAYOUT



PURLIN  
Construction  
Grade

Bottom Edge of  
Purlin is 1/2" In





Construction  
**Maestro**  
 Estimating Software  
 FOR Estimators, Contractors & Decks

# NORTH SIDE-EAVE SIDE 2 WALL GIRT

Truss Carrier  
 2 x 12  
 Construction

Wall Girt  
 2 x 6  
 Construction  
 Grade

Skirt Board  
 2 x 8  
 Treated

Bagged  
 Concrete  
 8 X 19

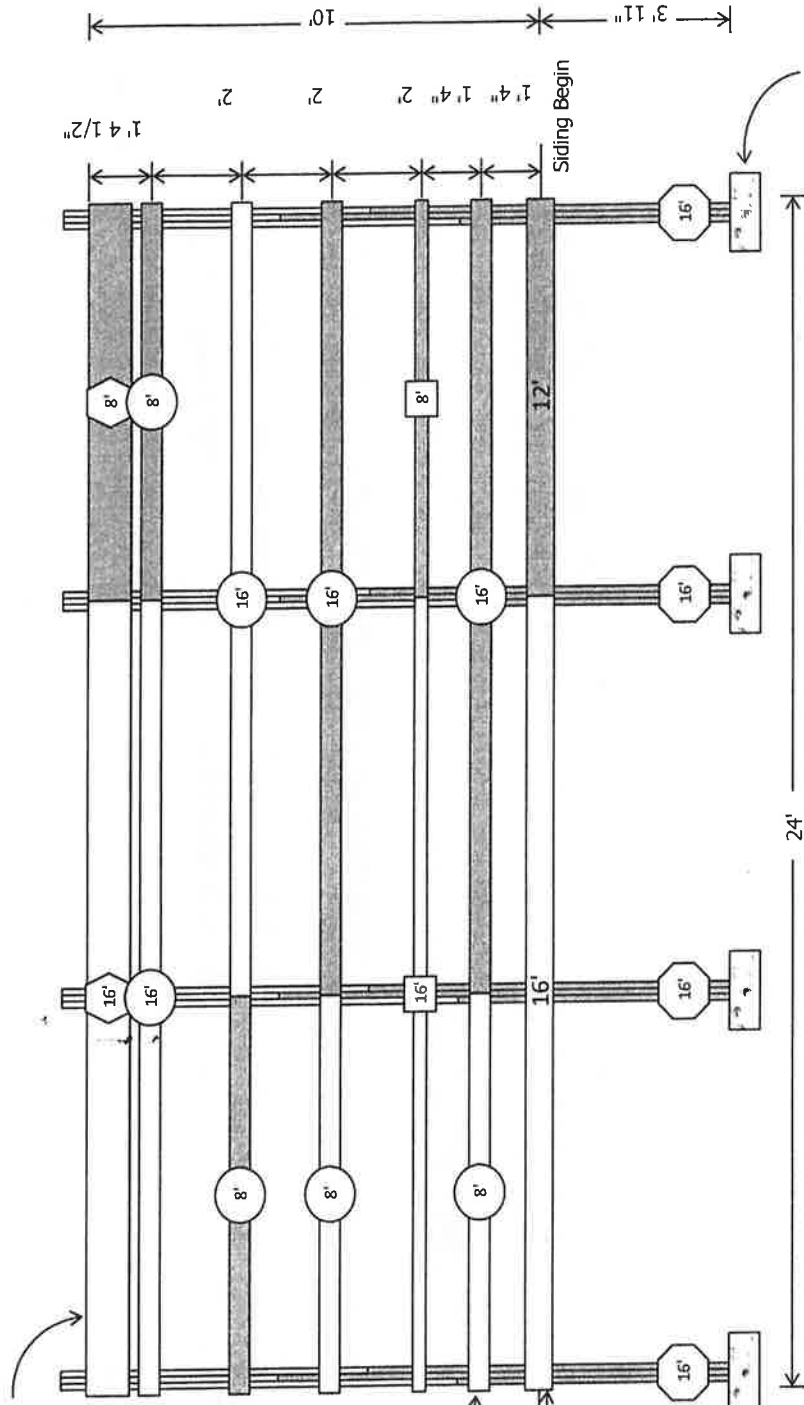


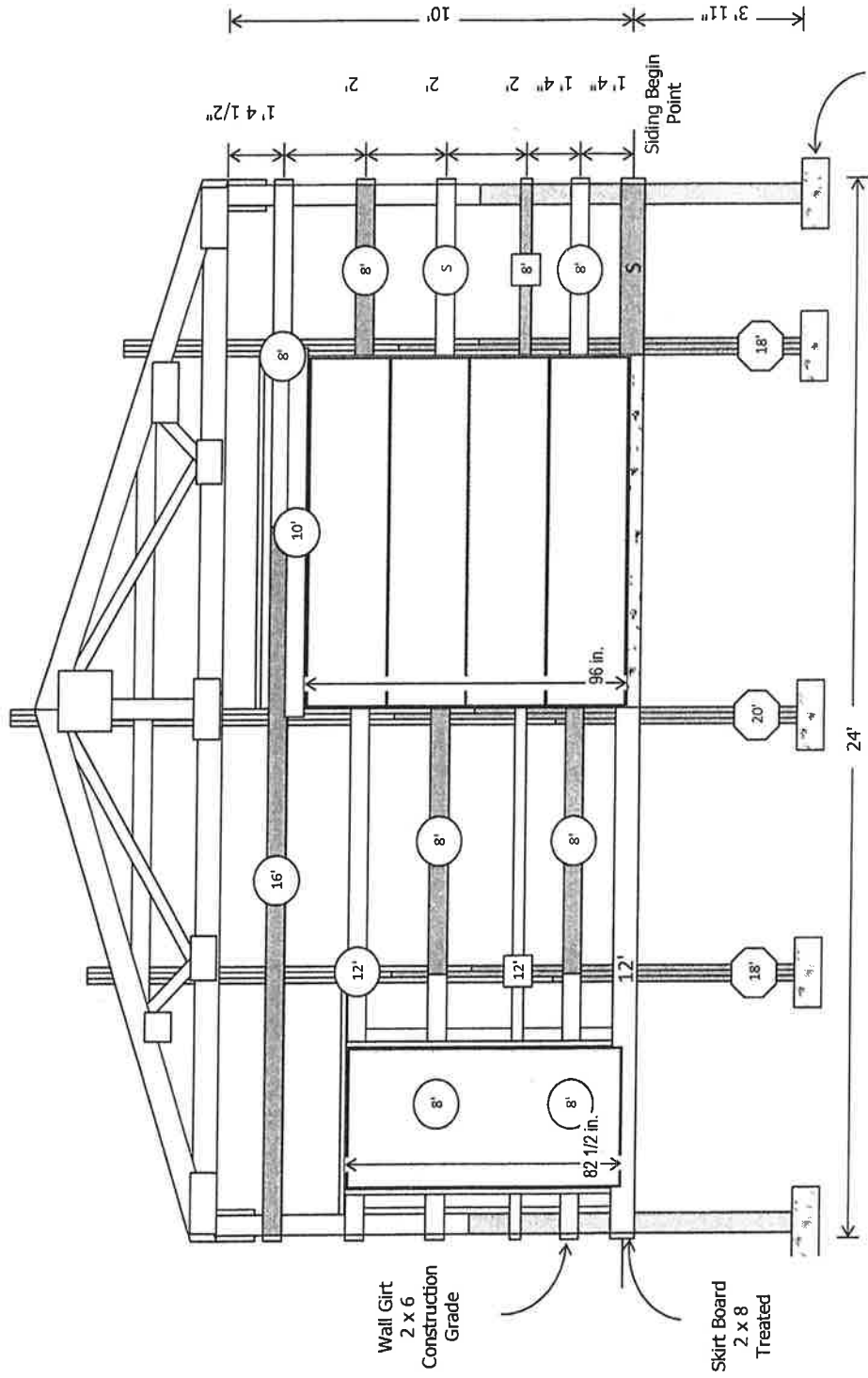




Photo courtesy of  
Perka Construction, Elm, MI

# EAST SIDE-GABLE SIDE 1 WALL GIRT

Construction  
**Maestro**<sup>®</sup>  
Estimating Software  
For Barris, Garages & Decks

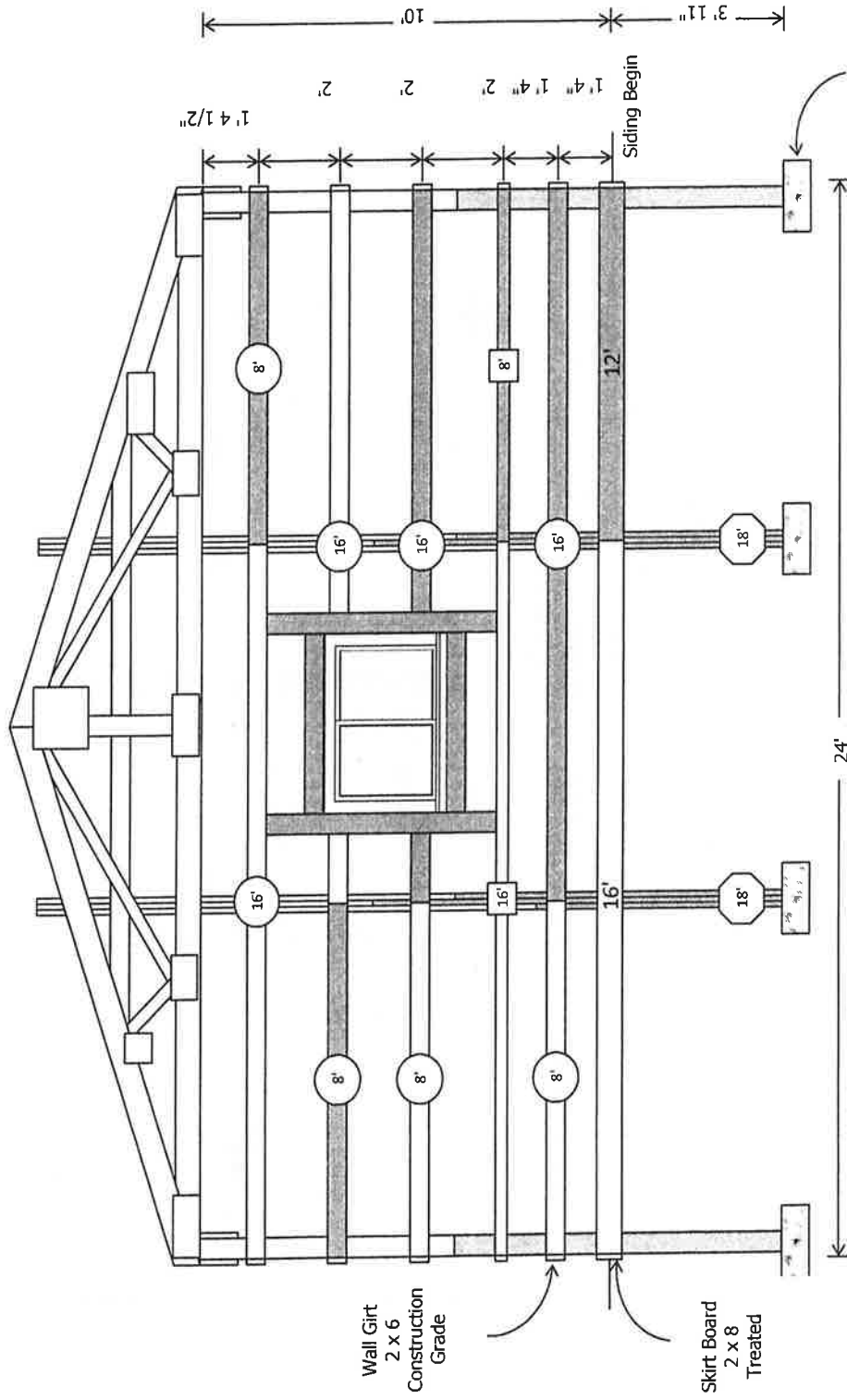


"Rod Clark/Colo City=24C24C10  
Estimate Number: 807  
3/5/2021"



# WEST SIDE-GABLE SIDE 2 WALL GIRT

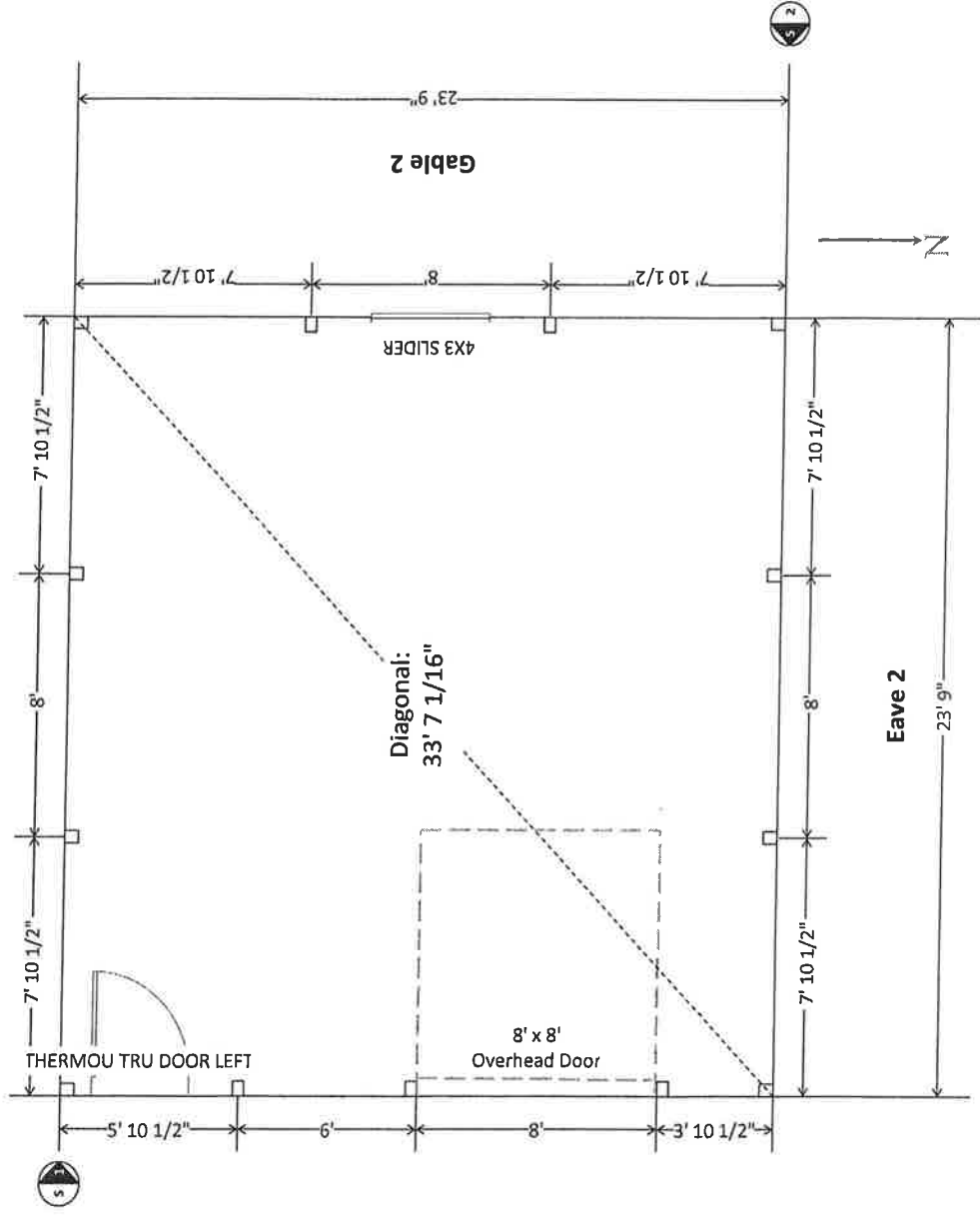
Construction  
**Maestro®**  
 Estimating Software  
 Pole Barns, Garages & Docks



"Rod Clark/Colo City=24C24C10  
 Estimate Number: 807  
 3/5/2021"



**Eave 1**



**Gable 1**

