



**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, February 25, 2020 beginning at 6:00 p.m.

1. Lot sales unit 21 Lots 141 ,142
2. Lot sale unit 29 Lot 385
3. Lot Sales Unit 1 Lots 151, 152,280, 1302
4. Removal of Bio-solids from Fan Press and contract for Jetting
5. Easement for Porter property
6. PACOG Greg Collins

**BOARD OF DIRECTORS REGULAR MEETING**

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, February 25, 2020 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.

Study/Work Session February 11, 2020  
Regular Meeting February 11, 2020

7. BILLS PAYABLE.
8. FINANCIAL REPORT.
9. OPERATIONAL REPORT.
10. READING BY CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR.
11. CITIZENS INPUT.
12. AGENDA ITEMS:

Lots 141,142 Unit 21  
Lot 385 Unit 29  
Lots 151, 152,280, 1302 Unit 1  
Easement for Porter  
Jetting Bio Solid removal

Discussion/Action  
Discussion/Action  
Discussion/Action  
Discussion/Action  
Discussion/Action

13. ATTORNEYS REPORT.
14. OLD BUSINESS.
15. NEW BUSINESS.
16. CORRESPONDENCE.

17. EXECUTIVE SESSION Personnel matters, under 24-6-402(4)(f)C.R.S. Evaluation of District manager James P Eccher  
(Recommendation of Motion) *"I move to enter executive session pursuant to 24-6-402(4)(f) for discussion of a personnel matter involving the evaluation of the District Manager who was previously informed of the meeting"*

18. 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.  
The public is invited to attend.

Posted February 21, 2020

Board of Directors

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CREC-5-10) Mandatory 7-10

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: February 13, 2020

## 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.** Kathy Wade  
to the Property described below as  Joint Tenants  Tenants In Common  Other As A Purchaser (Buyer) will take title

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

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

2.4. **Property.** The Property is the following legally described real estate in the County of Douglas Colorado  
LOT 141 UNIT 21 COLO CITY  
LOT 142 UNIT 21 COLO CITY

known as No. \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):  
2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:  
N/A

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

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

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

2.7. **Water Rights, Well Rights, Water and Sewer Taps.**  
 2.7.1. **Deeded Water Rights.** The following legally described water rights  
N/A

Any deeded water rights will be conveyed by a good and sufficient SA 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 N/A  
 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 Except 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 N/A  
 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 N/A  
 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 N/A  
 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	N/A
		Title	
2	§ 8.1, 8.4	Record Title Deadline	
3	§ 8.2, 8.1	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	N/A
		Owners' Association	
8	§ 7.2	Association Documents Deadline	
9	§ 7.4	Association Documents Termination Deadline	
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	N/A
11	§ 10.10	Lead Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	N/A
13	§ 5.2	New Loan Termination Deadline	N/A
14	§ 5.3	Buyer's Credit Information Deadline	N/A
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
16	§ 5.4	Existing Loan Deadline	N/A
17	§ 5.4	Existing Loan Termination Deadline	N/A

18	§ 5.4	Loan Transfer Approval Deadline	N/A
19	§ 4.7	Seller or Private Financing Deadline	N/A
<b>Appraisal</b>			
20	§ 6.2	Appraisal Deadline	N/A
21	§ 6.2	Appraisal Objection Deadline	N/A
22	§ 6.2	Appraisal Resolution Deadline	N/A
<b>Survey</b>			
23	§ 9.1	New I.C. or New Survey Deadline	N/A
24	§ 9.3	New I.C. or New Survey Objection Deadline	N/A
25	§ 9.3	New I.C. or New Survey Resolution Deadline	N/A
<b>Inspection and Due Diligence</b>			
26	§ 10.3	Inspection Objection Deadline	N/A
27	§ 10.3	Inspection Termination Deadline	N/A
28	§ 10.3	Inspection Resolution Deadline	N/A
29	§ 10.5	Property Insurance Termination Deadline	N/A
30	§ 10.6	Due Diligence Documents Delivery Deadline	
31	§ 10.6	Due Diligence Documents Objection Deadline	
32	§ 10.6	Due Diligence Documents Resolution Deadline	
33	§ 10.6	Environmental Inspection Termination Deadline	N/A
34	§ 10.6	ADA Evaluation Termination Deadline	N/A
35	§ 10.7	Conditional Sale Deadline	
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
37	§ 11.1.1.2	Escrow Statements Deadline	N/A
38	§ 11.3	Escrow Statements Termination Deadline	N/A
<b>Closing and Possession</b>			
39	§ 12.3	Closing Date	March 12, 2020
40	§ 17	Possession Date	Day of Closing
41	§ 17	Possession Time	Time of Closing
42	§ 28	Acceptance Deadline Date	
43	§ 28	Acceptance Deadline Time	

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	\$ 2000.00	
2	§ 4.3	Earnest Money		\$2000.00
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		\$1800.00
10		TOTAL	\$2000.00	\$2000.00

92 4.2. **Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (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 an  
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 Personal Check, 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 § 36 (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 <sup>200</sup> \_\_\_\_\_

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 § 4.3 (Price and Terms), presently payable at \$<sup>200</sup> \_\_\_\_\_ per <sup>200</sup> \_\_\_\_\_, including principal and interest,  
132 presently at the rate of <sup>200</sup> \_\_\_\_\_% per annum and also including escrow for the following as indicated:  Real Estate Taxes   
133 Property Insurance Premium and  <sup>200</sup> \_\_\_\_\_

134 Buyer agrees to pay a loan transfer fee not to exceed \$<sup>200</sup> \_\_\_\_\_. At the time of assumption, the new interest rate will  
135 not exceed <sup>200</sup> \_\_\_\_\_% per annum and the new payment will not exceed \$<sup>200</sup> \_\_\_\_\_ per <sup>200</sup> \_\_\_\_\_ 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 \$<sup>200</sup> \_\_\_\_\_, 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 <sup>200</sup> \_\_\_\_\_ in an amount not to  
142 exceed \$<sup>200</sup> \_\_\_\_\_.

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 <sup>200</sup> \_\_\_\_\_ 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

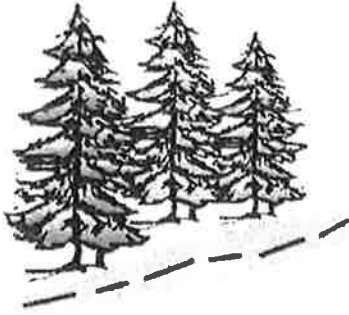
MLS #: S181370S (Sold)

List Price: \$1,000

5935 Borman Dr Colorado City, CO 81019

SELLING PRICE: \$1,000

SELLING DATE: 10/4/2019



TOTAL ACRES: 0.224  
ACREAGE SOURCE: Court House  
POSSIBLE USE: Single Family, Current Use

SUB AREA: Colorado City  
AREA: Southwest County  
SCHOOL DISTRICT: 70  
COUNTY: Pueblo  
TAXES: 39.36  
PRIOR TAX YEAR: 2018

LEGAL DESCRIPTION: LOT 720 UNIT 21 COLO CITY

PARCEL NUMBER: 4726421144

LOT: 720

BLOCK: N/A

TRACT/FILING/UNIT: 21

DEED PROVIDED: Special

WATER RIGHTS: No

ZONING: R-1

IRREGULAR LOT SIZE: Yes

LOT SQFT: 9761

HOA INCLUSIONS: None

PROPERTY DISCLOSURE AVAIL: No

PROVIDE PROPERTY DISC: No

DISCLOSURE: None

DOCUMENTS ON FILE: CC & R's, Map

TERMS: Cash

SHOWING INSTRUCTIONS: None

TOPOGRAPHY/LOT DESCRIPTION: Slight Slope, View, Irregular

CROPS: None

ACCESS: Easement

IRRIGATION: None

WATER COMPANY: CoCityMetr

EXTRAS: None

WATER: None

CURBS & GUTTERS: No Curbs, No Gutters

SEWER: None

GAS COMPANY: CO Nat Gas

PUBLIC REMARKS: Wonderful Views from this lot. Close to Lake Beckwith, Public Pool, and Valley Market. 20 Minutes from Pueblo.

DIRECTIONS: Take exit 74 off I-25. Turn right onto Hwy 165. Turn left onto Apache City (Hwy 181). Turn right onto Saratoga Rd. Turn Right onto Borman Dr. Lot is on the left.

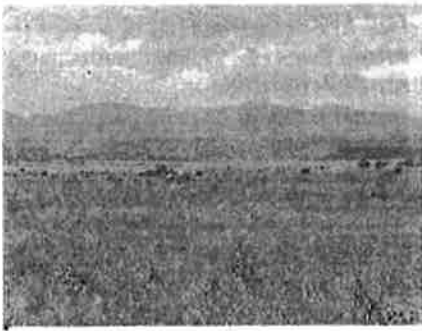
MLS #: S182354S (Sold)

List Price: \$1,000

TBD Hicklin Dr Colorado City, CO 81019

SELLING PRICE: \$1,250

SELLING DATE: 12/20/2019



TOTAL ACRES: 0.14  
ACREAGE SOURCE: Court House  
POSSIBLE USE: Ranch

SUB AREA: Colorado City  
AREA: Southwest County  
SCHOOL DISTRICT: 70  
COUNTY: Pueblo  
TAXES: 44.84  
PRIOR TAX YEAR: 2018

LEGAL DESCRIPTION: LOT 939 UNIT NO 1 COLORADO CITY AMENDED

PARCEL NUMBER: 4724201083

LOT: 939

BLOCK: n/a

TRACT/FILING/UNIT: 1

DEED PROVIDED: Special

WATER RIGHTS: No

ZONING: R-2

IRREGULAR LOT SIZE: Yes

LOT SQFT: 6094

HOA INCLUSIONS: None

PROPERTY DISCLOSURE AVAIL: No

PROVIDE PROPERTY DISC: No

DISCLOSURE: None

DOCUMENTS ON FILE: No Documents

TERMS: Cash

SHOWING INSTRUCTIONS: None

TOPOGRAPHY/LOT DESCRIPTION: View, Irregular

CROPS: None

ACCESS: Unpaved

IRRIGATION: None

WATER COMPANY: CoCityMetr

EXTRAS: None

WATER: None

CURBS & GUTTERS: No Curbs, No Gutters

SEWER: None

GAS COMPANY: CO Nat Gas

PUBLIC REMARKS: Nice Building lot with great views. Close to Valley Market and Lake Beckwith. 30 Min from Pueblo.

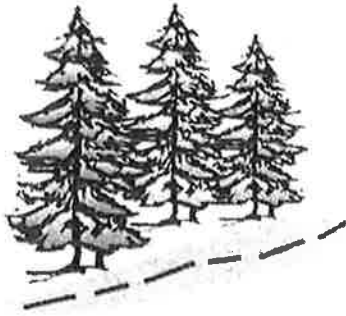
DIRECTIONS: Take Exit 74 off I-25. Turn right onto Hwy 165, turn right onto Bent Brothers Blvd, Left on Val Verde Circle, follow onto dirt road. Follow the road to the left onto Huajatolla Ave. Right onto Hicklin Dr.





SELLING PRICE: \$1,000

SELLING DATE: 12/27/2019



TOTAL ACRES: 0.145  
ACREAGE SOURCE: Court House  
POSSIBLE USE: Single Family

SUB AREA: Colorado City  
AREA: Southwest County  
SCHOOL DISTRICT: 70  
COUNTY: Pueblo  
TAXES: 44.84  
PRIOR TAX YEAR: 2018

LEGAL DESCRIPTION: LOT 1262 UNIT 1 COLORADO CITY AMENDED

PARCEL NUMBER: 4724201148

LOT: 1262

BLOCK: n/a

TRACT/FILING/UNIT: 1

DEED PROVIDED: Special

WATER RIGHTS: No

ZONING: R-2

IRREGULAR LOT SIZE: Yes

LOT SQFT: 6299

HOA INCLUSIONS: None

PROPERTY DISCLOSURE AVAIL: No

PROVIDE PROPERTY DISC: No

DISCLOSURE: None

DOCUMENTS ON FILE: No Documents

TERMS: Cash

SHOWING INSTRUCTIONS: None

TOPOGRAPHY/LOT DESCRIPTION: View, Irregular, Other-See

CROPS: None

Remarks

IRRIGATION: None

ACCESS: Easement

EXTRAS: None

WATER COMPANY: CoCityMetr

CURBS & GUTTERS: No Curbs, No Gutters

WATER: None

SEWER: None

GAS COMPANY: CO Nat Gas

PUBLIC REMARKS: Nice Building lot with great views. Close to Valley Market and Lake Beckwith. 30 Min from Pueblo.

DIRECTIONS: Take Exit 74 off I-25. Turn right onto Hwy 165, turn right onto Bent Brothers Blvd, Left on Val Verde Circle. Take a left on Fremont, left on Anza, right onto Elordra, Right to Huajatolla.

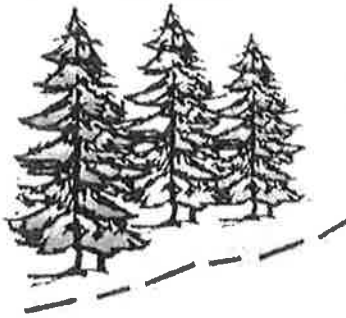
MLS #: S182886S (Sold)

List Price: \$1,000

TBD Huerfano Court Colorado City, CO 881019

SELLING PRICE: \$600

SELLING DATE: 11/11/2019



TOTAL ACRES: 0.18  
ACREAGE SOURCE: Court House  
POSSIBLE USE: Single Family

SUB AREA: Colorado City  
AREA: Southwest County  
SCHOOL DISTRICT: 70  
COUNTY: Pueblo  
TAXES: 44.84  
PRIOR TAX YEAR: 2018

LEGAL DESCRIPTION: LOT 1338 UNIT 1 COLORADO CITY AMENDED

PARCEL NUMBER: 4724201198

LOT: 1338

BLOCK: n/a

TRACT/FILING/UNIT: 1

DEED PROVIDED: Special

WATER RIGHTS: No

ZONING: R-2

IRREGULAR LOT SIZE: Yes

LOT SQFT: 7846

HOA INCLUSIONS: None

PROPERTY DISCLOSURE AVAIL: No

PROVIDE PROPERTY DISC: No

DISCLOSURE: None

DOCUMENTS ON FILE: No Documents

TERMS: Cash

SHOWING INSTRUCTIONS: None

TOPOGRAPHY/LOT DESCRIPTION: Irregular

CROPS: None

ACCESS: Unpaved

IRRIGATION: None

WATER COMPANY: CoCityMetr

EXTRAS: None

WATER: None

CURBS & GUTTERS: No Curbs, No Gutters

SEWER: None

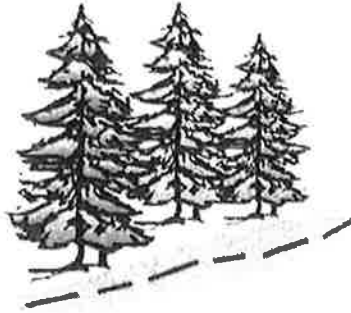
GAS COMPANY: Other

PUBLIC REMARKS: Beautiful Lot, Close to Hwy 165. 30 Minutes from Pueblo.

DIRECTIONS: Take Exit 74 off I-25, turn right onto Why 165. turn right onto Bent Brothers Blvd. Turn right onto Valverde Circle. Turn left onto Fremont, Left onto Anza, Left onto Huerfano Dr, right onto Huerfano Ct. Lot is in the cul-de-sac

SELLING PRICE: \$600

SELLING DATE: 11/11/2019



TOTAL ACRES: 0.156  
ACREAGE SOURCE: Court House  
POSSIBLE USE: Single Family

SUB AREA: Colorado City  
AREA: Southwest County  
SCHOOL DISTRICT: 70  
COUNTY: Pueblo  
TAXES: 44.84  
PRIOR TAX YEAR: 8018

LEGAL DESCRIPTION: LOT 1378 UNIT 1 COLORADO CITY AMENDED

PARCEL NUMBER: 4723101249

LOT: 1378

BLOCK: n/a

TRACT/FILING/UNIT: 1

DEED PROVIDED: Special

WATER RIGHTS: No

ZONING: R-2

IRREGULAR LOT SIZE: Yes

HOA INCLUSIONS: None

LOT SQFT: 6786

PROPERTY DISCLOSURE AVAIL: No

PROVIDE PROPERTY DISC: No

DISCLOSURE: None

DOCUMENTS ON FILE: No Documents

TERMS: Cash

SHOWING INSTRUCTIONS: None

TOPOGRAPHY/LOT DESCRIPTION: Mountain Vlew, Irregular

CROPS: None

ACCESS: Easement

IRRIGATION: None

WATER COMPANY: CoCityMetr

EXTRAS: None

WATER: None

CURBS & GUTTERS: No Curbs, No Gutters

SEWER: None

GAS COMPANY: Other

PUBLIC REMARKS: Great lot, Close to Valley Market and Hwy 165. 20 minutes from Pueblo.

DIRECTIONS: Take Exit 74 off I-25, turn right onto Why 165. turn right onto Bent Brothers Blvd. Turn right onto Valverde Circle. Turn left onto Fremont, Left onto Anza, Left onto Huerfano Dr, lot is on the right.

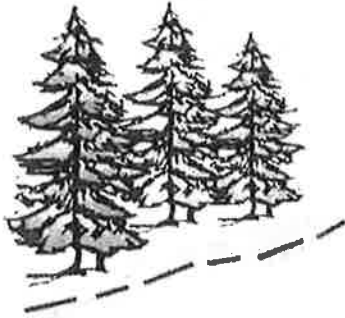
MLS #: S182891S (Sold)

List Price: \$1,000

TBD Querida Colorado City, CO 81019

SELLING PRICE: \$600

SELLING DATE: 11/11/2019



**TOTAL ACRES:** 0.16  
**ACREAGE SOURCE:** Court House  
**POSSIBLE USE:** Single Family

**SUB AREA:** Colorado City  
**AREA:** Southwest County  
**SCHOOL DISTRICT:** 70  
**COUNTY:** Pueblo  
**TAXES:** 44.84  
**PRIOR TAX YEAR:** 2018

**LEGAL DESCRIPTION:** LOT 1400 UNIT 1 COLORADO CITY AMENDED

**PARCEL NUMBER:** 4723101329

**LOT:** 1400

**BLOCK:** n/a

**TRACT/FILING/UNIT:** 1

**DEED PROVIDED:** Special

**WATER RIGHTS:** No

**ZONING:** R-2

**IRREGULAR LOT SIZE:** Yes

**LOT SQFT:** 6949

**HOA INCLUSIONS:** None

**PROPERTY DISCLOSURE AVAIL:** No

**PROVIDE PROPERTY DISC:** No

**DISCLOSURE:** None

**DOCUMENTS ON FILE:** No Documents

**TERMS:** Cash

**SHOWING INSTRUCTIONS:** None

**TOPOGRAPHY/LOT DESCRIPTION:** Irregular

**CROPS:** None

**ACCESS:** Easement

**IRRIGATION:** None

**WATER COMPANY:** CoCityMetr

**EXTRAS:** None

**WATER:** None

**CURBS & GUTTERS:** No Curbs, No Gutters

**SEWER:** None

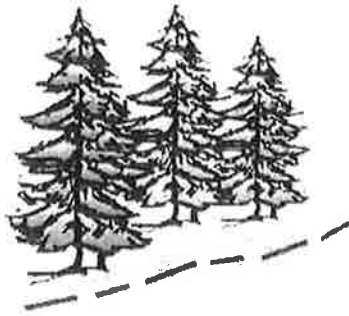
**GAS COMPANY:** Other

**PUBLIC REMARKS:** Building Lot Close to Valley Marker, 30 minutes to Pueblo

**DIRECTIONS:** TAKE HIGHWAY 165 WEST TO BENT BROTHERS, RIGHT TO VALVERDE, LEFT TO FREMONT, LEFT TO ANZA, LEFT ONTO QUERIDA CT. LOT IS ON THE RIGHT

**SELLING PRICE:** \$675

**SELLING DATE:** 12/31/2019



**TOTAL ACRES:** 0.27  
**ACREAGE SOURCE:** Court House  
**POSSIBLE USE:** Single Family

**SUB AREA:** Colorado City  
**AREA:** Southwest County  
**SCHOOL DISTRICT:** 70  
**COUNTY:** Pueblo  
**TAXES:** 2.58  
**PRIOR TAX YEAR:** 2018

**LEGAL DESCRIPTION:** LOT 206 UNIT 12 COLORADO CITY AMENDED

**PARCEL NUMBER:** 4713112066

**LOT:** 206

**BLOCK:** n/a

**TRACT/FILING/UNIT:** 12

**DEED PROVIDED:** Special

**WATER RIGHTS:** No

**ZONING:** R-4

**IRREGULAR LOT SIZE:** Yes

**LOT SQFT:** 11781

**HOA INCLUSIONS:** None

**PROPERTY DISCLOSURE AVAIL:** No

**PROVIDE PROPERTY DISC:** No

**DISCLOSURE:** None

**DOCUMENTS ON FILE:** No Documents

**TERMS:** Cash

**SHOWING INSTRUCTIONS:** None

**TOPOGRAPHY/LOT DESCRIPTION:** View, Irregular

**CROPS:** None

**ACCESS:** Easement

**IRRIGATION:** None

**WATER COMPANY:** CoCityMetr

**EXTRAS:** None

**WATER:** None

**CURBS & GUTTERS:** No Curbs, No Gutters

**SEWER:** None

**GAS COMPANY:** CO Nat Gas

**PUBLIC REMARKS:** Nice size lot, located in Colorado City. Just minutes away from Lake Beckwith and Valley Market. Only 20 Minutes from Pueblo

**DIRECTIONS:** Take exit 74 off I-25. Turn right onto Hwy 165. Turn right onto Crow Cutoff. Turn Left onto Cripple Creek Dr. Lot is down the road and on the right.



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: 02/25/2020

**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.** Christopher M. Lesser and Kathryn G. Lesser (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 385 UNIT 29 COLO CITY

known as No. \_\_\_\_\_  
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 Approval Deadline	
19	§ 4.7	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
20	§ 6.2	Appraisal Deadline	
21	§ 6.2	Appraisal 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	2/26/2020
40	§ 17	Possession Date	2/26/2020
41	§ 17	Possession Time	5:00 PM
42	§ 28	<b>Acceptance Deadline Date</b>	2/26/2020
43	§ 28	<b>Acceptance Deadline Time</b>	5:00 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	\$ 1,300.00	
2	§ 4.3	Earnest Money		\$
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$ 1,300.00
10		<b>TOTAL</b>	\$ 1,300.00	\$ 1,300.00

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

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: 02/20/2020

**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 (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 151 UNIT 1 COLORADO CITY AMENDED  
LOT 152 UNIT 1 COLORADO CITY AMENDED  
LOT 280 UNIT 1 COLORADO CITY AMENDED  
LOT 1302 UNIT 1 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	03/02/2020 Monday
3	§ 8.2, 8.4	Record Title Objection Deadline	03/03/2020 Tuesday
4	§ 8.3	Off-Record Title Deadline	03/02/2020 Monday
5	§ 8.3	Off-Record Title Objection Deadline	03/03/2020 Tuesday
6	§ 8.5	Title Resolution Deadline	03/09/2020 Monday
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 Approval Deadline	
19	§ 4.7	Seller or Private Financing Deadline	
		<b>Appraisal</b>	
20	§ 6.2	Appraisal Deadline	
21	§ 6.2	Appraisal 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	03/12/2020 Thursday
40	§ 17	Possession Date	at time of funding
41	§ 17	Possession Time	
42	§ 28	Acceptance Deadline Date	02/26/2020 Friday
43	§ 28	Acceptance Deadline Time	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	\$ 2,400.00	
2	§ 4.3	Earnest Money		\$
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$2,400.00
10		<b>TOTAL</b>	\$2,400.00	\$2,400.00

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

SPECIAL WARRANTY DEED

THIS DEED, Made this 21st day of January, 2020 between

Self Reliance Charity

of the County of Salt Lake and State of Utah, grantor(s), and

Dee Land, LLC, a Colorado Limited Liability Company

whose legal address is 20299 E Purdue Pl Aurora, CO 80013

of the County of Arapahoe, State of Colorado, grantee(s).

WITNESS, That the grantor(s), for and in consideration of the sum of Two Thousand Four Hundred Dollars and No/100's (\$2,400.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Pueblo, State of COLORADO, described as follows

Lots 271, 281, 434, 496, Unit 1, Colorado City, Amended, County of Pueblo, State of Colorado

Doc Fee \$ 0.24

also known by street and number as TBD Kit Carson Dr, Colorado City, CO 81019

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

SELLER:

Self Reliance Charity

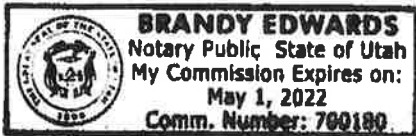
By:

James Warner, Secretary/Treasurer

STATE OF UTAH ss

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 20 day of January, 2020 by James Warner, Secretary/Treasurer of Self Reliance Charity



Brandy Edwards, Notary Public

Witness my hand and official seal. My Commission expires: May 1, 2022





[Return to Search Results](#)

**You searched for:** RecDateID >= Sat Jan 11 00:00:00 MST 2020 and <= Wed Feb 05 00:00:00 MST 2020 and exact search in BothNamesID for dee land

One item found.1

Description	Summary
Warranty Deed 2166374	<p><b>Rec. Date:</b> 01/23/2020 10:15:08 AM <b>Book Page:</b> Related: <b>Book Page:</b></p> <p><b>Grantor:</b> SELF RELIANCE CHARITY</p> <p><b>Sub:</b> COLORADO CITY L/U: 271 T: 1 AMENDED,            COLORADO CITY L/U: 281 T: 1 AMENDED,            COLORADO CITY L/U: 434 T: 1 AMENDED,            COLORADO CITY L/U: 496 T: 1 AMENDED</p> <p><b>Grantee:</b> DEE LAND LLC</p> <p>AMENDED, AMENDED, AMENDED, AMENDED</p>

One item found.1



[Return to Search Results](#)

SPECIAL WARRANTY DEED

THIS DEED, Made this 21st day of January, 2020 between

Self Reliance Charity

of the County of Salt Lake and State of Utah, grantor(s), and

Dee Land, LLC, a Colorado Limited Liability Company

whose legal address is - 20299 E Purdue Pl Aurora, CO 80013

of the County of Arapahoe, State of Colorado, grantee(s):

WITNESS, That the grantor(s), for and in consideration of the sum of Two Thousand Four Hundred Dollars and No/100's (\$2,400.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Pueblo, State of COLORADO, described as follows:

Lots 271, 281, 434, 496, Unit 1, Colorado City, Amended, County of Pueblo, State of Colorado

Doc Fee \$ 0.24

also known by street and number as TBD Kit Carson Dr, Colorado City, CO 81019

TOGETHER with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

SELLER:

Self Reliance Charity

By:

James Warner, Secretary/Treasurer

STATE OF UTAH

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 20 day of January, 2020 by James Warner, Secretary/Treasurer of Self Reliance Charity



Notary Public signature

Witness my hand and official seal.

My Commission expires: May 1, 2022





FRANK R BELTRAN  
 PUEBLO COUNTY ASSESSOR  
 215 W 10th St.  
 PUEBLO, CO 81003-2935

**THIS IS NOT A TAX BILL  
 PLEASE DO NOT REMIT PAYMENT  
 AT THIS TIME.**

# Real Property

## 2019 NOTICE OF VALUATION

4723401163

The assessment rate for residential property is projected to be 7.15 percent, 39-1-104.2(3), C.R.S., A change in the projected residential assessment percentage is NOT grounds for protest or abatement of taxes, 39-5-121(1), C.R.S. Generally, all other property including vacant land and personal property is assessed at 29 percent, 39-1-104(1), C.R.S.

DEE LAND LLC  
 20299 E PURDUE PL  
 AURORA CO 80013-6073 U S A

Protest hearings will be held through June 3 from 8:00 a.m. to 4:00 p.m. at the Pueblo County Assessor's Office, 215 West 10th Street, 2nd Floor. Telephone Number: (719) 583-6596 Fax Number: (719) 583-6600

TAX YEAR	TAX AREA CODE	SCHEDULE NUMBER		DATE
2019	70L	4723401163		
LEGAL DESCRIPTION OF PROPERTY - (MAY BE INCOMPLETE)				
LOT 281 UNIT 1 COLORADO CITY AMENDED				
		ACTUAL VALUATION		
TYPE OF PROPERTY		PRIOR YEAR VALUE	CURRENT YEAR VALUE	INCREASE (-) DECREASE
Non. Res. Land		1380	1380	0
Total		1380	1380	0
VALUE DETAIL INFORMATION				
Land				
Description	Area			
VACANT LOT - RESIDENTIAL	7291 Sq. Feet			

Your property was valued as it existed on January 1 of the current year. The value of residential property is based on the market approach to value. Generally, the value of all other property is based on consideration of the market, cost, and income approaches to value. The appraisal data used to establish value is from the 18-month period ending June 30, 2018, 39-1-104(10.2)(a), C.R.S. If insufficient data existed during the 18-month data gathering period, data from each preceding six-month period (up to a period of five years preceding June 30, 2018) may be utilized, 39-1-104(10.2)(d), C.R.S.

The tax notice you receive next January will be based on the current year actual value. If the Senior Citizen or Disabled Veteran Property Tax Exemption has been applied to your residential property it is not reflected in the current year actual value shown above.

You have the right to protest the classification and/or valuation of your property. Please refer to reverse side of this notice for additional information.

FRANK R BELTRAN  
 PUEBLO COUNTY ASSESSOR  
 215 W 10th St.  
 PUEBLO, CO 81003-2935

**THIS IS NOT A TAX BILL  
 PLEASE DO NOT REMIT PAYMENT  
 AT THIS TIME.**

# Real Property

## 2019 NOTICE OF VALUATION

4724301244

The assessment rate for residential property is projected to be 7.15 percent, 39-1-104.2(3), C.R.S., A change in the projected residential assessment percentage is NOT grounds for protest or abatement of taxes, 39-5-121(1), C.R.S. Generally, all other property including vacant land and personal property is assessed at 29 percent, 39-1-104(1), C.R.S.

DEE LAND LLC  
 20299 E PURDUE PL  
 AURORA CO 80013-6073 U S A

Protest hearings will be held through June 3 from 8:00 a.m. to 4:00 p.m. at the Pueblo County Assessor's Office, 215 West 10th Street, 2nd Floor. Telephone Number: (719) 583-6596 Fax Number: (719) 583-6600

TAX YEAR	TAX AREA CODE	SCHEDULE NUMBER	DATE
2019	70L	4724301244	
<b>LEGAL DESCRIPTION OF PROPERTY - (MAY BE INCOMPLETE)</b>			
LOT 271 UNIT 1 COLORADO CITY AMENDED			
		<b>ACTUAL VALUATION</b>	
<b>TYPE OF PROPERTY</b>	<b>PRIOR YEAR VALUE</b>	<b>CURRENT YEAR VALUE</b>	<b>INCREASE (-) DECREASE</b>
Non. Res. Land	1380	1380	0
Total	1380	1380	0
<b>VALUE DETAIL INFORMATION</b>			
Land Description	Area		
VACANT LOT - RESIDENTIAL	7260 Sq. Feet		

Your property was valued as it existed on January 1 of the current year. The value of residential property is based on the market approach to value. Generally, the value of all other property is based on consideration of the market, cost, and income approaches to value. The appraisal data used to establish value is from the 18-month period ending June 30, 2018, 39-1-104(10.2)(a), C.R.S. If insufficient data existed during the 18-month data gathering period, data from each preceding six-month period (up to a period of five years preceding June 30, 2018) may be utilized, 39-1-104(10.2)(d), C.R.S.

The tax notice you receive next January will be based on the current year actual value. If the Senior Citizen or Disabled Veteran Property Tax Exemption has been applied to your residential property it is not reflected in the current year actual value shown above.

You have the right to protest the classification and/or valuation of your property. Please refer to reverse side of this notice for additional information.

FRANK R BELTRAN  
 PUEBLO COUNTY ASSESSOR  
 215 W 10th St.  
 PUEBLO, CO 81003-2935

**THIS IS NOT A TAX BILL  
 PLEASE DO NOT REMIT PAYMENT  
 AT THIS TIME.**

# Real Property

## 2019 NOTICE OF VALUATION

4724301253

The assessment rate for residential property is projected to be 7.15 percent, 39-1-104.2(3), C.R.S.. A change in the projected residential assessment percentage is NOT grounds for protest or abatement of taxes, 39-5-121(1), C.R.S. Generally, all other property including vacant land and personal property is assessed at 29 percent, 39-1-104(1), C.R.S.

DEE LAND LLC  
 20299 E PURDUE PL  
 AURORA CO 80013-6073 U S A

Protest hearings will be held through June 3 from 8:00 a.m. to 4:00 p.m. at the Pueblo County Assessor's Office, 215 West 10th Street, 2nd Floor. Telephone Number: (719) 583-6596 Fax Number: (719) 583-6600

TAX YEAR	TAX AREA CODE	SCHEDULE NUMBER	DATE
2019	70L	4724301253	
LEGAL DESCRIPTION OF PROPERTY - (MAY BE INCOMPLETE)			
LOT 496 UNIT 1 COLORADO CITY AMENDED			
		ACTUAL VALUATION	
TYPE OF PROPERTY	PRIOR YEAR VALUE	CURRENT YEAR VALUE	INCREASE (-) DECREASE
Non. Res. Land	1380	1380	0
Total	1380	1380	0
VALUE DETAIL INFORMATION			
Land Description VACANT LOT - RESIDENTIAL	Area 7943 Sq. Feet		

Your property was valued as it existed on January 1 of the current year. The value of residential property is based on the market approach to value. Generally, the value of all other property is based on consideration of the market, cost, and income approaches to value. The appraisal data used to establish value is from the 18-month period ending June 30, 2018, 39-1-104(10.2)(a), C.R.S. If insufficient data existed during the 18-month data gathering period, data from each preceding six-month period (up to a period of five years preceding June 30, 2018) may be utilized, 39-1-104(10.2)(d), C.R.S.

The tax notice you receive next January will be based on the current year actual value. If the Senior Citizen or Disabled Veteran Property Tax Exemption has been applied to your residential property it is not reflected in the current year actual value shown above.

You have the right to protest the classification and/or valuation of your property. Please refer to reverse side of this notice for additional information.

FRANK R BELTRAN  
 PUEBLO COUNTY ASSESSOR  
 215 W 10th St.  
 PUEBLO, CO 81003-2935

**THIS IS NOT A TAX BILL  
 PLEASE DO NOT REMIT PAYMENT  
 AT THIS TIME.**

# Real Property

## 2019 NOTICE OF VALUATION

4724301265

The assessment rate for residential property is projected to be 7.15 percent, 39-1-104.2(3), C.R.S., A change in the projected residential assessment percentage is NOT grounds for protest or abatement of taxes, 39-5-121(1), C.R.S. Generally, all other property including vacant land and personal property is assessed at 29 percent, 39-1-104(1), C.R.S.

DEE LAND LLC  
 20299 E PURDUE PL  
 AURORA CO 80013-6007 U S A

Protest hearings will be held through June 3 from 8:00 a.m. to 4:00 p.m. at the Pueblo County Assessor's Office, 215 West 10th Street, 2nd Floor. Telephone Number: (719) 583-6596 Fax Number: (719) 583-6600

TAX YEAR	TAX AREA CODE	SCHEDULE NUMBER		DATE
2019	70L	4724301265		
LEGAL DESCRIPTION OF PROPERTY - (MAY BE INCOMPLETE)				
LOT 434 UNIT 1 COLORADO CITY AMENDED				
		ACTUAL VALUATION		
TYPE OF PROPERTY		PRIOR YEAR VALUE	CURRENT YEAR VALUE	INCREASE (-) DECREASE
Non. Res. Land		1380	1380	0
Total		1380	1380	0
VALUE DETAIL INFORMATION				
Land Description		Area		
VACANT LOT - RESIDENTIAL		6916 Sq. Feet		

Your property was valued as it existed on January 1 of the current year. The value of residential property is based on the market approach to value. Generally, the value of all other property is based on consideration of the market, cost, and income approaches to value. The appraisal data used to establish value is from the 18-month period ending June 30, 2018, 39-1-104(10.2)(a), C.R.S. If insufficient data existed during the 18-month data gathering period, data from each preceding six-month period (up to a period of five years preceding June 30, 2018) may be utilized, 39-1-104(10.2)(d), C.R.S.

The tax notice you receive next January will be based on the current year actual value. If the Senior Citizen or Disabled Veteran Property Tax Exemption has been applied to your residential property it is not reflected in the current year actual value shown above.

You have the right to protest the classification and/or valuation of your property. Please refer to reverse side of this notice for additional information.



## **PROFESSIONAL SERVICES AGREEMENT – SANITARY SEWER JETTING**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_, 20\_\_ by and between *Colorado City Metropolitan District* (“CCMD”) at 4497 Bent Bros. Blvd. Colorado City, Colorado 81019, and Direct Discharge Consulting, LLC (“Contractor”) for the purpose of Sanitary Sewer Jetting.

The parties covenant and agree, for good consideration hereby acknowledged, as follows:

### **1. SANITARY SEWER JETTING SERVICES**

- a. During the term of this Agreement, Contractor agrees to provide sanitary sewer jet cleaning and root cutting for specified portions of the Colorado City Metropolitan District sanitary sewer collection system, approximately 30 percent of entire system or 23 miles (121,440 LF) of 6, 8, 10 & 12 inch pipe.

### **2. COMPENSATION AND REIMBURSEMENT OF COSTS**

- a. CCMD shall pay Contractor a lump sum payment of Sixty Thousand Seven Hundred Twenty Dollars (\$60,720.00), based on the cost quoted of \$0.50 per foot jet cleaned and root cutting for the services mentioned in section 1.a. An additional \$100.00 per hour will be paid to Contractor by CCMD for all activities required or requested by CCMD in addition to those listed in section 1.a, which are authorized in writing.
- b. All undisputed invoices sent by the Contractor to CCMD shall be paid within thirty (30) days of receipt.

### **3. TERMS AND CONDITIONS**

- a. Contractor shall commence work on an agreed upon date between CCMD and the contractor, and shall continue to provide said services listed in Section 1.a.
- b. In the event the Contractor damages any CCMD property during the services listed in Section 1.a., the Contractor shall be liable for injury, damage or loss that is a result of Contractor’s negligence or willful misconduct. Any damages outside control of Contractor shall be the responsibility of CCMD to repair at its own cost.
- c. CCMD shall provide access to potable water for the purpose of Contractor to perform services listed in Section 1.a. of this Agreement. Potable water shall be available from a fire hydrant located nearest to the point of service while performing services listed in Section 1.a.
- d. Either party may terminate this Agreement for any or no reason with a sixty (60) calendar day written notice.
- e. In the event either party issues a notice of termination, Contractor shall provide to CCMD any and all finished and unfinished reports, data, studies, photographs,



charts or other work prepared by Contractor pursuant to this Agreement. CCMD shall have ownership, including but not limited to, intellectual property rights and control, of all such finished and unfinished reports, data, studies, photographs, charts or other work product.

- f. In the event either party terminates this Agreement, CCMD shall pay Contractor the reasonable total value of the unpaid services rendered to the end of the 60-day notice period by the Contractor pursuant to this Agreement. Contractor shall, not later than twenty (20) calendar days after termination of this Agreement by Contractor, furnish to CCMD such financial or other information as in the judgement of CCMD representative is necessary to determine the reasonable value of the services rendered by the Contractor. In all cases, Contractor shall be entitled to be reimbursed for all reasonable out-of-pocket expenses.
- g. In no event shall the termination of this Agreement be construed as a waiver of any right for a party to seek their remedies in law, equity or otherwise, for the other parties failure to perform each obligation required by this Agreement.

#### 4. ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

- a. CCMD shall make its facilities accessible to Contractor as required for Contractor's performance of its services under this Agreement, and, upon request of Contractor, provide reasonable and appropriate labor and safety equipment as required by Contractor for such access and required tasks performed.
- b. The Contractor represents and warrants to CCMD that they have all licenses, permits, qualifications and approvals of any nature whatsoever that are legally required for Contractor to practice said profession and provide service as listed in Section 1.a. Contractor represents and warrants to CCMD that Contractor shall, at sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required by Contractor to practice said profession and to provide service as listed in Section 1.a.
- c. Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended, nor shall be it construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership.
- d. Nothing contained herein express or implied, is intended, nor shall be construed to confer or to give any person, firm, or corporation, other than the parties hereto, any rights or remedies by reason of this Agreement.
- e. No portion of this Agreement shall be assigned, transferred, conveyed or subcontracted without the prior written approval of the other party.



- f. Contractor shall be entitled to rely upon the accuracy and completeness of all data furnished by CCMD to Contractor that is used by Contractor in providing its services under this Agreement.
- g. All completed reports and other data or documents, or computer media and other materials provided by Contractor in accordance with this Agreement are the property of CCMD, and may be used by CCMD and/or Consultant during the term of this agreement.

5. INSURANCE

- a. If any damage, personal injury or property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify CCMD by telephone at 719-676-3396. No later than three (3) calendar days after the event, Contractor shall submit a written report to CCMD containing the following information, as applicable 1) name and address of injured person(s); 2) name and address of witnesses; 3) detailed description of the damage and whether and CCMD property was involved.
- b. Contractor shall secure and maintain throughout the full period of this Agreement comprehensive general liability insurance of not less than one million dollars per claim and one million dollars aggregate. Contractor will, upon request, provide certification of such insurance to CCMD.

6. MISCELLANEOUS PROVISIONS

- a. Notices: All notices hereunder to the respective parties shall be in writing and shall be served by prepaid registered or certified mail, or by personal delivery, addressed to the respective parties at the following addresses:

**Colorado City Metropolitan District**

**4497 Bent Bros. Blvd.**

**Colorado City Colorado, Colorado 81019**

**Direct Discharge Consulting, LLC**

**PO Box 863**

**Firestone, Colorado 80520**



Any such notice to a party shall be deemed to be given and effective five (5) days after such notice has been deposited in the United States Mail addressed as aforesaid or when personally delivered to and received by the specified parties.

- b. Construction: This Agreement shall, in all cases, be construed as a whole according to its fair meaning and not strictly for or against any party. This Agreement and any and all documents executed pursuant hereto shall be construed and enforced in accordance with the laws of the State of Colorado. Each of the undersigned parties and their counsel have reviewed this Agreement, and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words used in the singular herein shall include the plural, and words used in the plural shall include the singular.
- c. Time: Time is of the essence for each term and provision of this Agreement.
- d. Expenses: Each of the parties hereto shall pay his/its own expenses incident to preparing for, entering into, and carrying into effect this Agreement.
- e. Effectiveness of Waivers: No waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, whether of a similar or dissimilar nature, unless expressly so stated in writing.
- f. Survival of Provisions: All representations and warranties and all unperformed obligations of the parties herein stated shall survive the execution of this Agreement and all parties shall remain bound by this Agreement until all of the respective obligations hereunder have been completely performed. The parties agree to execute all instruments or documents as may be reasonably required to consummate the transactions contemplated by this Agreement.
- g. Headings: The headings or captions under sections of this Agreement are for convenience and reference only, and do not form a part hereof, and do not in any way modify, interpret, or construe the intention of the parties or affect any of the provisions of this Agreement.
- h. Severability: If any provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the





application thereof, other than those provisions as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted at law or in equity.

- i. Entire Agreement: It is expressly agreed by and between the parties as a material consideration for the execution of this Agreement that all agreements, covenants, representations, and warranties, expressed and implied, oral or written, of the parties hereto concerning the subject matter hereof are contained herein and the same shall survive closing and shall not be merged thereby. Except as expressly contained in this Agreement, no other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party hereto to the other concerning the subject matter hereof.
- j. Counterparts: This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- k. Attorney's Fees: Should any party hereto retain counsel for the enforcing or preventing the breach of any provision hereof, then, if such matter is settled by judicial determination, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including but not limited to, reasonable attorneys and expert fees for the services rendered to such prevailing party.
- l. Requisite Authority: All parties warrant that they have or will have as provided herein the legal authority to enter into this Agreement and to execute all related documents.
- m. Colorado Governmental Immunity Act: Nothing herein shall be deemed a waiver of any rights or privileges of TOS under the Colorado Governmental Immunity Act.
- n. Certification of Not Hiring an Illegal Alien: Consultant has signed the attached Certification of Not Hiring an Illegal Alien, which is incorporated herein by this reference.

## 7. REPRESENTATIVES



- a.* CCMD representative for this Agreement is **James Eccher, District Manager** at telephone number **719-676-3783**. All of Contractor's questions pertaining to this Agreement shall be referred to the above named person, or to the representative's designee.
  
- b.* Contractor's representative for this Agreement is **David Lewis** at telephone number **303-619-7692**. All of CCMD questions pertaining to this Agreement shall be referred to the above named person.
  
- c.* The representatives set forth herein shall have authority to give all notices required herein.

[Signature Pages to Follow]



---

Signed by: James Eccher, District Manager  
Colorado City Metropolitan District

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

State of Colorado )

) ss.

County of \_\_\_\_\_ )



---

Signed by: David Lewis, President

Direct Discharge Consulting, LLC

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

State of Colorado )

) ss.

County of \_\_\_\_\_ )

# Ingress-Egress Easement Agreement

This Ingress-Egress Easement Agreement is made on (XX-XX)-2020, Between COLORADO CITY METRO DISTRICT (Grantor), whose address is: PO BOX 20229 COLORADO CITY CO 81019-2229 and CHRISTOPHER L PORTER(Grantee) whose address is: 2200 FALLVIEW DR PUEBLO CO 81006-1753. For valuable consideration in the sum of one dollar, the Grantor hereby grants to the Grantee, their heirs and assigns, a perpetual easement to go through, over, and across the following described real estate:

*A portion of Lot 705, Colorado City, Unit #5, according to the recorded plat thereof on file in the Pueblo County Clerk and Recorder office in Pueblo, Colorado. More particularly described as follows:*

*Commencing at the Southwest corner of Lot 606, said point being the true point of beginning; thence S 79°50'59" E along a line common to Lots 606 and 705 for a distance of 193.64 feet; thence S 10°09'01" W for a distance of 50.00 feet; thence N 79°50'59" W for a distance of 225.00 feet to a point on the West line of said Lot 705 and the East right-of-way line of Cibola Drive; thence N 42°14'34" E for a distance of 59.02 feet to the true point of beginning. Containing 0.24 acres more or less.*

\_\_\_\_\_  
Signature of Grantors

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name of Grantors

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name of Grantee

State of Colorado

County of Pueblo

On \_\_\_\_\_ 2020

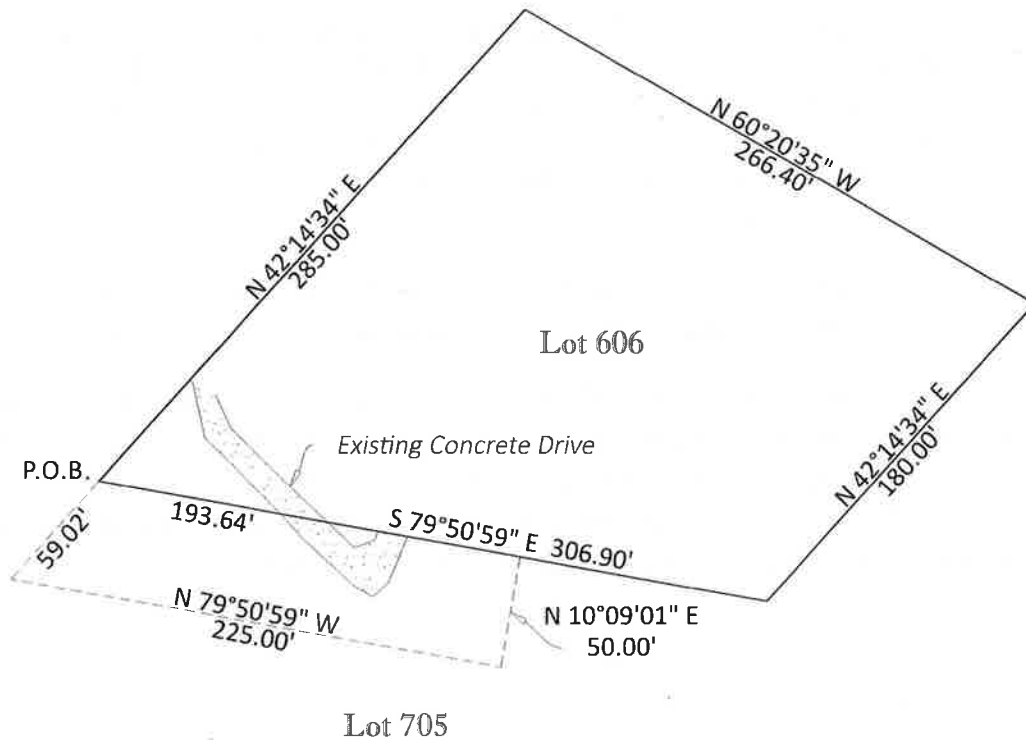
\_\_\_\_\_ personally  
came before me and, being duly sworn, did state that they are the persons described in the above document and that they have signed the above document in my presence.

\_\_\_\_\_  
Signature of Notary Public

Notary Public, in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

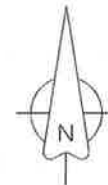
My commission expires: \_\_\_\_\_

# EASEMENT EXHIBIT



**Easement Description:**

A portion of Lot 705, Colorado City, Unit #5, according to the recorded plat thereof on file in the Pueblo County Clerk and Recorder office in Pueblo, Colorado. More particularly described as follows: Commencing at the Southwest corner of Lot 606, said point being the true point of beginning; thence S 79°50'59" E along a line common to Lots 606 and 705 for a distance of 193.64 feet; thence S 10°09'01" W for a distance of 50.00 feet; thence N 79°50'59" W for a distance of 225.00 feet to a point on the West line of said Lot 705 and the East right-of-way line of Cibola Drive; thence N 42°14'34" E for a distance of 59.02 feet to the true point of beginning. Containing 0.24 acres more or less.



SCALE 1" = 80'

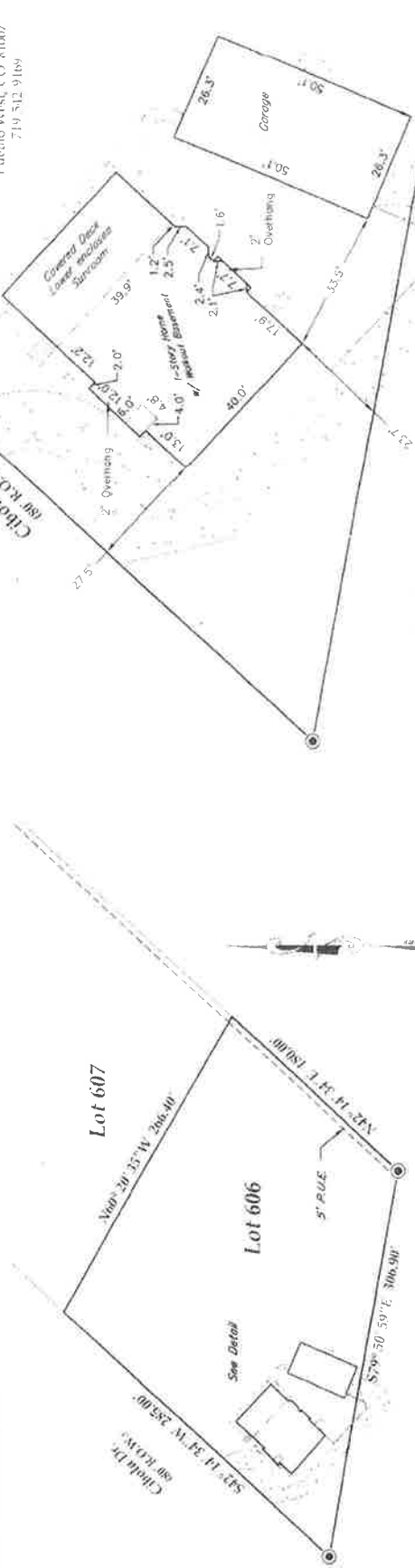
2/6/2020

*Alan Altman*

5202 Cibola Dr.  
 Colorado City, CO 81019

SOUTHERN COLORADO  
 LAND SURVEYING, INC.  
 184 S. Filiboy Dr., Ste. 106  
 Pueblo West, CO 81007  
 719-512-9189

Title work was provided by  
 Land Title Guarantee Company  
 Order No. PB35047899



Detail  
 Scale: 1" = 30'

Scale: 1" = 100'

● Found pin & cap PLS# 16163

--- Chain Link Fence

--- Improvement Location Certificate

Legal Description

Lot 606, Colorado City Unit No. 5, according to the recorded plat thereof on file in the Pueblo County Clerk and Recorder's office in Pueblo, Colorado.

I hereby certify that this improvement location certificate was prepared for Jamie Sorden and Michael Sorden and Michael Sorden and Land Title Guarantee Company, and that it is not a land survey plat or improvement survey plat and that it is not to be relied upon for the establishment of fence, building, or other future improvement lines. This certificate is valid only for use by Jamie Sorden and Michael Sorden and Land Title Guarantee Company and describes the parcel's appearance on January 8, 2020.

I further certify that the improvements on the above described parcel on this date January 8, 2020, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements or any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.



*Julie N. Troutt*

Julie N. Troutt  
 Professional Land Surveyor #38529





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, February 11, 2020, at 6:00 p.m.

1. QUORUM CHECK.

Chairperson Terry Kraus - absent, excused  
Secretary Greg Collins - absent, excused  
Treasurer Harry Hochstetler  
Director Bob Cook  
Director Neil Elliot

Also in attendance:

Jim Eccher, District Manager  
Yvonne Barron, Finance Director  
Josh Briggs, Parks and Recreation  
Phillip Spicer, Hollydot Golf Course

2. AGENDA ITEMS:

a. Vehicle Policy

Mr. Eccher gave the board proposed changes to the personnel policy, sections 7.40 and 7.50. It would add "authorized by the District Manager and/or Designee: to both sections. Mr. Cook would like to take more time to look into this. Also, he wants to clarify some insurance matters that pertain to equipment. Mr. Elliot is happy with the changes. Mr. Hochstetler likes the changes and thought more changes could be made in the future if needed.

b. Resolution 07-2020 Setting DEO for election

Mr. Eccher said the attorney said there could not be two DEOs. It would be better to make one a deputy DEO. Mr. Naron has agreed to be the DEO.

c. IGA with Pueblo County. Grant for Golf Course CTF Funds

Mr. Eccher told the board this contract would allow CCMD to collect the \$120,000 promised by the county. CCMD submits receipts when equipment is bought and the county reimburses CCMD.

3. ADJOURNMENT. There being no further business before the Board, Mr. Hochstetler adjourned the meeting, at 6:18 pm.

COLORADO CITY METROPOLITAN DISTRICT

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Harry Hochstetler, Treasurer

ATTEST:

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Neil Elliot Asst. Secretary

Approved this 25th day of February, 2020.

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, February 11, 2020, at 6:15 p.m.

1. CALL TO ORDER. Chairperson Kraus called the meeting to order at 6:18 p.m.
2. PLEDGE OF ALLEGIANCE
3. MOMENT OF SILENT REFLECTION
4. QUORUM CHECK.

Chairperson Terry Kraus – absent, excused  
Secretary Greg Collins – absent, excused  
Treasurer Harry Hochstetler  
Director Bob Cook  
Director Neil Elliot

Also in attendance:

Jim Eccher, District Manager  
Yvonne Barron, Finance Director  
Josh Briggs, Parks and Recreation  
Marc Anzolvar, Hollydot Golf Course  
Phillip Spicer, Hollydot Golf Course

5. APPROVAL OF AGENDA: Mr. Cook made a motion to approve the agenda with the amendment of removing the executive session; evaluation of the district manager. Mr. Elliot seconded the motion. All voted in favor and the motion passed.
6. APPROVAL OF MINUTES: Study Session and Regular Meeting January 28 , 2020: Mr. Cook made a motion to approve all the minutes with the changes of signature names, and Mr. Elliot seconded the motion. All others voted in favor and the motion passed.
7. BILLS PAYABLE: Mr. Eccher said the attorney's office had sent an incorrect invoice and that bill should not be included. Mr. Elliot made a motion to pay the bills except the payment to MWHP, and Mr. Cook seconded the motion. All voted in favor and the motion passed.
8. FINANCIAL REPORT: Mr. Elliot said the numbers looked to be going in the right direction.
9. OPERATIONAL REPORT:  
In Parks & Rec, basketball had started. Walsenburg and LaVeta have their own league this year so there are fewer kids participating. The website for the campground is hopefully going to be up before the busy season. Josh is trying to install two more electrical sites before summer. The sidewalk at the Rec Center has not been installed due to weather.  
At the golf course, 62 reels and bedknives have been sharpened. Other equipment is getting annual maintenance. Snow mold has been very minimal. Marc has contacted several vendors on the best equipment for the price to provide the most bang for the buck. He is looking at a rough mower, a utility car and/or a lift. He feels the greens mowers already owned will be sufficient. January rounds and revenue is up from last year. Phillip is contacting people about tournaments. Friends of Hollydot have cleaned the back room, fixed the holes in the wall, replace the blinds in the office and pro shop.  
The water department had to repair a service line at the sewer plant. Computers and software are beings installed this month.
10. READING BY THE CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR:  
Read by Treasurer Hochstetler
11. CITIZENS INPUT: None
12. AGENDA ITEMS:

IGA with Pueblo County for CTF Funds

Mr. Cook made a motion to approve the IGA and Mr. Elliot seconded the motion. All voted in favor and the motion passed.

Resolution 07-2020 Setting up DEO for Election

Mr. Elliot made a motion to approve the resolution. Mr. Cook seconded the motion to approve the resolution amending the previous resolution regarding DEO. All voted in favor and the motion passed.

Vehicle Policy

Mr. Elliot made a motion to approve the changes to the personnel policy, section 7.40 and 7.50. Mr. Hochstetler seconded the motion. Mr. Cook stated he felt this is too rushed and he did not have enough information. He called for a division of the house. Mr. Elliot and Mr. Hochstetler voted in favor. Mr. Cook opposed. The motion passed.

13. ATTORNEYS REPORT

None

14. OLD BUSINESS:

Mr. Hochstetler asked the board to do their homework in preparation for the evaluation of the district manager.

Mr. Cook said he had things he wanted to discuss, but would wait until there was a full board.

Mr. Elliot asked if there had been a goose hunt yet. Mr. Eccher said that had not taken place.

15. NEW BUSINESS: None

16. CORRESPONDENCE:

Mr. Eccher said a 4H group would like to do a clean up in April for two weekends. They would work in the parks, greenbelts, and lake areas. Mr. Eccher wanted to extend a Thank You to them.

17. EXECUTIVE SESSION: None

18. ADJOURNMENT. There being no further business before the Board, Mr. Elliot made a motion to adjourn the meeting, and Mr. Cook seconded the motion. Mr. Hochstetler adjourned the meeting at 6:55 pm.

COLORADO CITY METROPOLITAN DISTRICT

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Harry Hochstetler, Treasurer

ATTEST:

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Neil Elliot Asst. Secretary

Approved this 25th day of February, 2020.

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