



**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 23, 2021 beginning at 6:00 p.m.

1. Land sale Willis
2. CTF Agreement with Pueblo County
3. Fillers Water plant
4. Rick Van Matre request to be on CCAAC Committee.
5. Letter From SDA to write Senators

BOARD OF DIRECTORS REGULAR MEETING

A regular meeting of the Board of Directors of the Colorado City Metropolitan District will be held Tuesday, February 23, 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.

Study Session	February 9, 2021
Regular Meeting	February 9, 2021

13. AGENDA ITEMS:

- Property sale Willis Unit 17 Lot 9
- CTF Agreement with Pueblo County
- Fillers for Water
- Rick Van Matre for CCAAC Board

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

14. OLD BUSINESS. Covenants Lawyer

15. NEW BUSINESS:

16. CCACC

A. Reviews form CCAAC

1. 4224 Ouray Street House
2. 4217 Ouray Street House
3. 3884 McTire Garage
4. 4681 Cummings House
5. 4648 Jefferson House
6. 4660 Jefferson House

B. Actions

1. 5013 Vigil Good Neighbor letter

17. CORRESPONDENCE.

18. EXECUTIVE SESSION Motion to go into Executive session 24-6-402(4)(f) C.R.S .For discussion of a Personnel Matter involving the evaluation *of district manager James Eccher, who was previously informed of the Meeting*

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

Posted February 23, 2021

James Eccher is inviting you to a scheduled Zoom meeting.

Topic: Colorado City Metropolitan District Study/Meeting February 23,2021

Time: Feb 23, 2021 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88214314423?pwd=NnA3ZExuSk1LOXN3ZDR0N3dGQWRTZz09>

Meeting ID: 882 1431 4423

Passcode: 579391

One tap mobile

+16699009128,,88214314423#,,,,*579391# US (San Jose)

+12532158782,,88214314423#,,,,*579391# 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: 882 1431 4423

Passcode: 579391

Find your local number: <https://us02web.zoom.us/j/kbvsO6OnLk>



Bids on Property

Unit	lot	Book price	Area/Frontage	W/S	OfferingPrice
17	9	\$10,641	1.9 acres	W/S	\$12,414

Zoned I-2 By County and CC I-2 Light Industrial

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: 1/19/2021

AGREEMENT

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

2. **PARTIES AND PROPERTY**

2.1. **Buyer.** Buyer, Jason & Lysa Willis
will take title to the Property described below as **Joint Tenants** **Tenants In Common** **Other** _____

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

2.3. **Seller.** Seller, Colorado City Metro Dist. 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 9 Unit 17 Colo city Parcel # 4630217009

known as No. 0 00000-
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 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):

54 2.7. **Water Rights, Well Rights, Water and Sewer Taps.**
 55 **2.7.1. Deeded Water Rights.** The following legally described water rights: *N/A*
 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: *N/A*
 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 *N/A*.
 69 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows: *N/A*
 70
 71
 72 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
 73 conveyed as part of the Purchase Price as follows: *N/A*
 74
 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. *N/A*
 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	1 day after MEC
		Title	
2	§ 8.1	Record Title Deadline	
3	§ 8.2	Record Title Objection Deadline	2/18/21
4	§ 8.3	Off-Record Title Deadline	2/19/21
5	§ 8.3	Off-Record Title Objection Deadline	2/18/21
6	§ 8.4	Title Resolution Deadline	2/19/21
7	§ 8.6	Right of First Refusal Deadline	2/23/21
		Owners' Association	
8	§ 7.3	Association Documents Deadline	
9	§ 7.4	Association Documents Objection Deadline	2/23/21
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	2/23/21
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	1 day after MEC
12	§ 5.2	Loan Objection Deadline	
13	§ 5.3	Buyer's Credit Information Deadline	Completed
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	2/23/21
15	§ 5.4	Existing Loan Documents Deadline	N/A
16	§ 5.4	Existing Loan Documents Objection Deadline	N/A

17	§ 5.4	Loan Transfer Approval Deadline	N/A
18	§ 4.7	Seller or Private Financing Deadline	N/A
Appraisal			
19	§ 6.2	Appraisal Deadline	N/A
20	§ 6.2	Appraisal Objection Deadline	N/A
21	§ 6.2	Appraisal Resolution Deadline	N/A
Survey			
22	§ 9.1	New ILC or New Survey Deadline	N/A
23	§ 9.3	New ILC or New Survey Objection Deadline	N/A
24	§ 9.4	New ILC or New Survey Resolution Deadline	N/A
Inspection and Due Diligence			
25	§ 10.3	Inspection Objection Deadline	N/A
26	§ 10.3	Inspection Resolution Deadline	N/A
27	§ 10.5	Property Insurance Objection Deadline	N/A
28	§ 10.6	Due Diligence Documents Delivery Deadline	N/A
29	§ 10.6	Due Diligence Documents Objection Deadline	N/A
30	§ 10.6	Due Diligence Documents Resolution Deadline	N/A
31	§ 10.6	Environmental Inspection Objection Deadline	N/A
32	§ 10.6	ADA Evaluation Objection Deadline	N/A
33	§ 10.7	Conditional Sale Deadline	N/A
34	§ 11.1	Tenant Estoppel Statements Deadline	N/A
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	N/A
Closing and Possession			
36	§ 12.3	Closing Date	2/25/21
37	§ 17	Possession Date	2/25/21
38	§ 17	Possession Time	
39	§ 28	Acceptance Deadline Date	1/26/21
40	§ 28	Acceptance Deadline Time	5 PM

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	\$	12414.00		
2	§ 4.3	Earnest Money			\$	500.00
3	§ 4.5	New Loan			\$	N/A
4	§ 4.6	Assumption Balance			\$	
5	§ 4.7	Private Financing			\$	
6	§ 4.7	Seller Financing			\$	
7						
8						
9	§ 4.4	Cash at Closing			\$	11,914.00
10		TOTAL	\$	12414.00	\$	12414.00

97 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ 0 (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 personal check will be
104 payable to and held by Fidelity title (Earnest Money Holder), in its trust account, on behalf of
105 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually
106 agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to
107 the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has
108 agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing
109 to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the
110 Earnest Money Holder in this transaction will be transferred to such fund.

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

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

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

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

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

127 4.5. **New Loan.**

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

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

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

133 Conventional Other

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

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

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

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

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

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

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

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

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

164

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
190 Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan,
191 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.
217 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

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

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

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

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

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

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

7.2.2. Minutes of most recent annual owners' meeting;

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

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

7.3. Association Documents to Buyer.

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

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

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

8.1. Evidence of Record Title.

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

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

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

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

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

409 9.3.1. **Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

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

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

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
536 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

555 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 Buyer.

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 general warranty 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 N/A

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 N/A % 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 N/A in the total amount of N/A % of the Purchase Price or \$ N/A

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 \$ N/A 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 N/A.

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

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
642 federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a
643 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

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.)

769
770
771
772
773
774
775

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

31. ATTACHMENTS.

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

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

SIGNATURES

Buyer's Name: Jason Willis

Buyer's Name: Lysa Willis

Buyer's Signature: [Signature] Date: 4/22/2024

Buyer's Signature: [Signature] Date: 4/22/2024

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

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

Seller's Name: _____

Seller's Name: _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

792
793
794
795

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

Initials only of party (Buyer or Seller) who countered or rejected offer _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

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

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

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

This is a Change of Status.

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

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

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

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

This is a Change of Status.

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

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

**PUEBLO COUNTY
CONSERVATION TRUST FUND
FUNDING ASSISTANCE AGREEMENT**

This Agreement, entered into this 23 day of February, 2021, *nunc pro tunc* January 1, 2021, by and between the County of Pueblo, Colorado, for the use and benefit of the Office of Budget and Finance, (hereinafter referred to as the "County") and

**COLORADO CITY METROPOLITAN DISTRICT
PO Box 19390
Colorado City, CO 81019**

(hereinafter referred to as the "Contractor"):

WITNESSETH THAT:

WHEREAS, authority exists in the Law, and Funds have been budgeted, appropriated and otherwise made available for payment in Fund Number 217-450000-4723.73, Department Conservation Trust Fund Allocation; and,

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate departments of the County; and

WHEREAS, the County has received a request for funding assistance from the Contractor and desires to engage the Contractor to render certain activities aimed at benefiting and enhancing the community; and

WHEREAS, the Contractor's proposed program and services are to be performed within the County's jurisdiction; and,

WHEREAS, the County has determined that it is in the best interest of the citizens of Pueblo County's to aid the Contractor's proposed program and services through funding assistance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. **PROJECT DESCRIPTION AND SCOPE OF SERVICES:** The Contractor agrees to provide the following activities or services in accordance with the 2021 Work Budget approved by the County. Scope of Services shall be attached hereto and incorporated herein Exhibit A.
 - A. **Program Services:** Contractor shall use the funds provided hereunder to support costs associated with maintenance, improvement projects and

equipment purchase at Hollydot Golf Course located in Colorado City, in accordance with the attached Scope of Services and Budget for 2021 incorporated herein as Exhibit A.

2. **TIME OF PERFORMANCE:** The services of the Contractor are to commence as soon as practicable after the execution of this Agreement and shall be undertaken and completed in such a manner and sequence as to assure their expeditious completion in the light of the purpose of this Agreement, but **in any event all of the services required hereunder shall be completed by December 31, 2021.**

3. **COMPENSATION AND METHOD OF PAYMENT:** As compensation for the performance of the Contractor hereunder, the County agrees to pay the Contractor for the services outlined in Section 1.A. the amount of **\$130,000**, said amount to be provided in accordance with actual costs associated with the services provided for in Section 1.A. above and the 2021 Work Plan. The funds will be provided through various payments in accordance with actual costs. Contractor is to submit to Pueblo County copies of bills or receipts that demand payment for services identified in Section 1.A. above. Pueblo County will make reimbursement payments of the total costs as identified above, up to a maximum compensation of **\$130,000, for all work accomplished within the Scope of Services by December 31, 2021. Requests for reimbursement must be made two weeks prior to the anticipated payment date.**

All payments hereunder following the initial payment shall be conditioned upon the Contractor's compliance with all of the terms and conditions of this Agreement, including the reporting requirements contained in Section 1 herein. The County may withhold funds under this Agreement if the County determines that the programs or facilities of the Contractor are not in compliance with the terms and conditions of this Agreement. Additionally, where the County is providing funds to the Contractor as part of a matching funds situation whereunder the Contractor is receiving funding from other governmental entities, the Contractor shall provide the County with proof that all other such entities have contributed their respective shares of matching funds prior to receiving payments from the County after the initial payment from the County.

4. **LIMITATION OF PARTICULAR FUNDS:** The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with Conservation Trust Fund (CTF) provided to the County from the State's Lottery Funds, for the purpose of contracting for the CTF services provided herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Contract are contingent upon receipt of such funds by the County from the State. In the event that such funds or any part thereof are not received by the County, the County may immediately terminate this Contract without further liability to the County beyond the CTF Funds actually received for services performed through that date.

5. **MAXIMUM COMPENSATION:** It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum, stated in Section 3 above, for all the services required. Any expenses, costs or expenditures made or incurred by the Contractor beyond the stated maximum sum shall be the sole and exclusive responsibility of the Contractor.
6. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall comply with all applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including but not limited to, internal revenue service laws, rules, and regulations, Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, and the Americans With Disabilities Act, as amended, and Contractor also agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended (24-34-402, C.R.S.), and any other applicable law representing discrimination and unfair employment regulations.
7. **INDEPENDENT CONTRACTOR:** The parties understand and agree that the Contractor shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the County, and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker's compensation, and/or other taxes and shall indemnify and hold the County harmless from and against any and all claims for the same period. Contractor acknowledges and agrees that all of its personnel are its employees only, and not employees or agents of the County for any purpose whatsoever, including for purposes of Worker's Compensation.
8. **ASSIGNMENT:** This Agreement is not assignable in whole or in part without the prior written consent of all parties hereto.
9. **INDEMNIFY AND HOLD HARMLESS PROVISION:** The Contractor agrees to indemnify and to hold the County and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of any intentional or negligent act or omission by Contractor or failure of Contractor to perform this Agreement according to its terms. By requiring this right to indemnification, the County in no way waives or intends to waive the immunity protections provided to the County and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
10. **MONITORING ACTIVITIES:** The County shall review the progress reports as delineated above for monitoring purposes. In addition, the County may require the Contractor to provide copies of other program progress or financial reports or documentation, including those reports or documentation that the Contractor may submit to other funding entities. The County may conduct other monitoring activities as necessary throughout the period of this Agreement to determine

program progress and for purposes of data base computation and/or program evaluation. Such monitoring activities may include, but not be limited to, receipt of Contractor's monthly Board meeting agenda, minutes, etc.; attendance at Contractor's Board meetings; and on-site visits, including access to all records and documentation maintained by the Contractor.

11. **AMENDMENTS:** This Agreement may be amended at any time by the parties hereto, provided such amendment be reduced to writing and executed by both parties to this Agreement. The Contractor shall submit copies of any revised Work Program and Budgets to the County during the period of this Agreement, and any changes to said Work Program or Budgets shall require an amendment pursuant to this Section 11.

12. **AUDIT REQUIREMENTS:** If the Contractor is a United Way agency or has received State or Federal grant funding during the current calendar or fiscal year, either through the County or otherwise, the Contractor agrees to have performed an audit delineating the use of funds received under this Agreement. Furthermore, if the Contractor has an audit prepared at any time and for any reason during the term of this Agreement, the Contractor shall provide the County with a copy of such audit. Finally, as a condition to receiving funds under this Agreement, the Contractor shall, if requested by the County, have performed an audit delineating the use of funds received under this Agreement. The requirements of such an audit shall be at the sole and exclusive discretion of the County. For purposes of this Agreement, the term "audit" shall mean an examination of the Contractor's financial statements prepared by an independent certified public accountant in accordance with generally accepted audit standards. The audit shall be due to the County within 180 days after the end of the term of this Agreement.

13. **TERMINATION AND/OR CANCELLATION OF AGREEMENT:**
 - A. Pueblo County may, upon thirty (30) days' written notice to the other party, cancel this Agreement for any reason without liability to the County.

 - B. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

 - C. Notwithstanding the provisions of Sections A. and B. above, the Contractor shall not be relieved of liability to the County for any obligations to repay funds advanced under this Agreement or for any damages sustained by the County by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payment to the Contractor for the purpose of

setoff until such time as the exact amount of damages due to the County from the Contractor is determined. In addition, upon receipt of any notice to terminate under this Section, any unexpended funds allocated or advanced to the Contractor by this Agreement shall be reverted to the County.

14. **TERM / TERMINATION:** This Agreement **shall commence on January 1, 2021,** and unless sooner terminated as provided herein, **shall automatically terminate on December 31, 2021.** The parties understand and agree that this Agreement is subject to the annual appropriation of funds for its continuance by the County and upon failure of the County to appropriate funds for this Agreement, said Agreement shall be automatically terminated without liability for termination to the County.
15. **SEVERABILITY:** To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.
16. **PROHIBITION ON EMPLOYMENT OF ILLEGAL ALIENS:** If Contractor has any employees or subcontractors, Contractor shall comply with the provisions of C.R.S. § 8-17.5-101, *et seq.* and this Contract. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Contract.

By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the Federal E-Verify Program or the Colorado Department of Labor & Employment's "Department Program" as identified in C.R.S. §§ 8-17.5-101(3.7) and (3.3), in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Contractor shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

- B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.
 - C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
 - D. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:
 - (i) Notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-paragraph (i) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - E. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
 - F. If Contractor violates this provision of this Contract, the County may terminate this contract for breach of contract and the Contractor shall be liable for actual and consequential damages to the County as required by law.
 - G. The County will notify the Office of the Secretary of State if Contractor violates this provision of the Contract and the County terminates the Contract for such breach.
17. **NO THIRD PARTY BENEFICIARY: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the County and the Contractor that any person other than the County or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.**

18. **SURVIVAL OF CERTAIN CONTRACT TERMS:** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the County as provided herein in the event of such failure to perform or comply by the Contractor or by its subcontractors.
19. **MODIFICATION/WAIVER OF TERMS, APPLICABILITY OF LAWS:** This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made in writing and signed by duly authorized owners, principals, or officers of the Contractor and the County. This Agreement shall be governed by, and construed according to, the laws of the State of Colorado.

In Witness Whereof, the County and the Contractor have executed this Agreement as of the date first above written.

ATTEST:

PUEBLO COUNTY:

By _____
Clerk to the Board

By: _____
Chair, Board of County Commissioners

Date: _____

APPROVED AS TO CONTENT:

By _____
Director, Office of Budget and Finance

ATTEST:

CONTRACTOR:
COLORADO CITY METROPOLITAN DISTRICT

By _____
Board Secretary

By: _____
Chair, Board of Directors

Date: _____

By: _____
General Manager

Date: _____

ATTACHMENT "A"
2021 SCOPE OF SERVICES

AGENCY NAME: COLORADO CITY METRO DISTRICT

TOTAL COUNTY AWARD: \$ 130,000

PROGRAM / PROJECT NAME: Hollydot Golf Course Colorado City

PUEBLO COUNTY FUNDS: \$ 130,000 (CTF)

Detailed Description and Cost estimate of Capital Projects to be supported with Pueblo County Funds.

Support costs associated with maintenance, improvement projects and equipment purchase at Hollydot Golf Course located in Colorado City.

Board of Directors

February 16, 2021

Colorado City Metropolitan District

4497 Bent Brothers Boulevard

Colorado City, Colorado 81019

This letter is to express my interest in serving as a volunteer member of the Colorado City Architectural Advisory Committee.

I do not have any specific experience in interpreting or enforcing covenants or building codes. However, I do have about 44 years of work experience in various fields including over 24 years as a Special Agent of the Federal Bureau of Investigation and another 14 years as a contract investigator for the FBI.

I believe that my life experiences have been such that I will be able to carry out the duties of the advisory committee as I understand them.

I appreciate your consideration of my interest in serving the community in this capacity.

Sincerely,

A handwritten signature in cursive script that reads "Rick Van Matre".

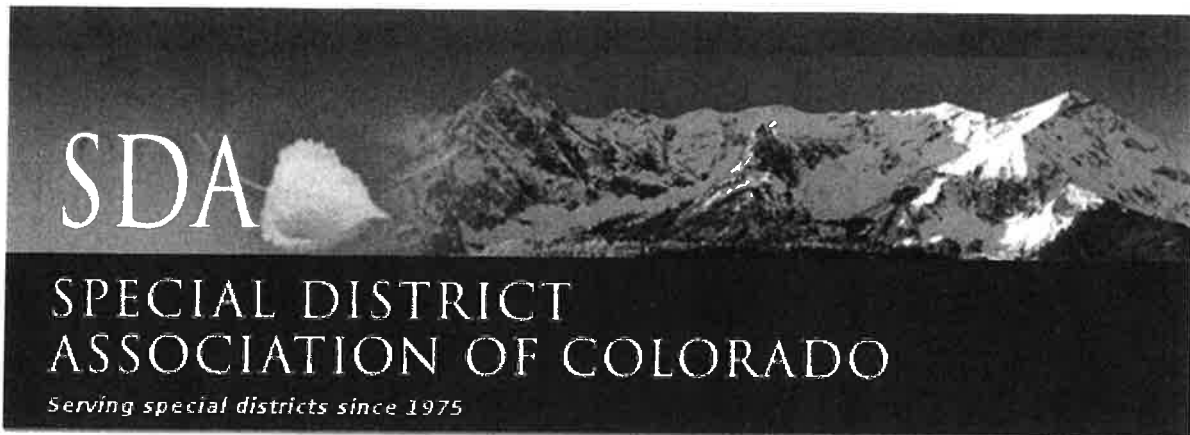
Rick Van Matre

4018 Bent Brothers Ct.

P. O. Box 19985

Colorado City, Colorado 81019

719-214-3041



Support Special Districts' Access to COVID-19 Relief for Local Governments by Joining National Special Districts Advocacy Call

SDA is calling on our members to send letters of support for H.R. 535 and S. 91, the Special Districts Provide Essential Services Act, and share with them the pandemic's impacts on operations, services, and staff. The legislation would ensure all special districts have certain, definite access to future coronavirus relief for local governments.

[Click here to download a template support letter for members of Congress](#)

[Click here for a bill fact sheet, talking points, FAQ and discussion guide.](#)

U.S. Representative John Garamendi, D-Calif., and Senator Kyrsten Sinema, D-Ariz., again lead this year's bills with Senator Dianne Feinstein, D-Calif., and Senator John Cornyn, R-Texas, as bipartisan cosponsors in the Senate.

Both bills are identical to last year's bipartisan S. 4308. Primary provisions of the bill include:



- A requirement for states to distribute 5 percent of future Coronavirus Relief Fund allocations to special districts within their respective state within 60 days of receiving funds from the U.S. Treasury.
- Special districts applying for funding would submit information to their state demonstrating the degree to which they have experienced or anticipate they will experience COVID-19-related revenue loss, grant/inter-governmental revenue loss, or increased COVID-19-related expenditures.
- Limits allocations such that a special district may not receive funding that exceeds the amount the district expended in any quarter of 2019. Special districts providing services the federal Cybersecurity and Infrastructure Security Agency deems to be within a "**critical infrastructure sector**" would be exempt from limitations.
- Provides flexibility for states with excess funds reserved for special districts that make a good faith effort to distribute funds to districts within the state. States file a

waiver with U.S. Treasury after 60 days demonstrating how the state distributed its special districts funding. If approved, the state may use the balance of the funds for other COVID-19 response purposes.

- "Special district" would be defined as a *"political subdivision of a State, formed pursuant to general law or special act of the State, for the purpose of performing one or more governmental or proprietary functions."*
- Would direct the U.S. Department of Treasury to consider special districts as eligible issuers to take advantage of the Municipal Liquidity Facility, as established in the **CARES Act**, for access to capital during the current financial downturn.

A full list of House cosponsors can be found **here**, and a full list of Senate cosponsors can be found **here**.

Sincerely,
Ann Terry
Executive Director

225 East 16th Ave Suite 1000
Denver, CO 80203
United States



FACT SHEET:

H.R. 535 (Garamendi) & S. 91 (Sinema): Special Districts Provide Essential Services Act

Summary: H.R. 535 and S. 91 would provide special districts access to future appropriations to the Coronavirus Relief Fund, enhance Federal Reserve programs to allow special districts access to capital, and establish a definition for “special district” in federal law for program eligibility.

Main provisions:

- Would require states to distribute 5 percent of future Coronavirus Relief Fund allocations to special districts within their respective state within 60 days of receiving funds from the U.S. Treasury.
- Special districts applying for funding would submit information to their state demonstrating the degree to which they have experienced or anticipate they will experience COVID-19-related revenue loss, grant/inter-governmental revenue loss, or increased COVID-19-related expenditures.
- Allocations would be limited such that a special district may not receive funding that exceeds the amount the district expended in any quarter of 2019. Special districts providing services the federal Cybersecurity and Infrastructure Security Agency deems to be within a “critical infrastructure sector” would be exempt from limitations.
- Provides flexibility for states with excess funds reserved for special districts that make a good faith effort to distribute funds to districts within the state. States file a waiver with U.S. Treasury after 60 days demonstrating how the state distributed its special districts funding. If approved, the state may use the balance of the funds for other COVID-19 response purposes.
- “Special district” would be defined as a “*political subdivision of a State, formed pursuant to general law or special act of the State, for the purpose of performing one or more governmental or proprietary functions.*”
- Would direct the U.S. Department of Treasury to consider special districts as eligible issuers to take advantage of the Municipal Liquidity Facility, as established in the CARES Act, for access to capital during the current financial downturn.

Frequently Asked Questions:

Why is this bill necessary?

The Special Districts Provide Essential Services Act is necessary to meet the needs of special districts across the nation delivering essential services to their communities. Many special districts provide critical infrastructure, as defined by the U.S. Department of Homeland Security, that cities and counties do not provide to the communities they serve. Despite this, special districts are not considered eligible for direct Coronavirus Relief Fund disbursements. Many states and counties did not release their portions of Coronavirus Relief Funds, in part intended for municipalities serving fewer than 500,000 people, to special districts despite their ability to do so. **Without changes to the current law, special districts will continue facing obstacles to funding. This legislation allows special districts access to local government resources that have already been authorized and appropriated.**

Would the Special Districts Provide Essential Services Act authorize any new programs or provide new emergency appropriations?

No. The legislation only ensures special districts have access to COVID-19 relief funds for state and local governments made under Section 601 of the Social Security Act (the Coronavirus Relief Fund). The bill would require a small portion of future Section 601 appropriations to be directed to special districts. This makes the amount directed to special districts contingent upon what Congress appropriate under Section 601 in the future.

Would the bill cover COVID-19-related revenue loss?

The legislation would allow special districts access and use assistance made available under Section 601 of the Social Security Act (the Coronavirus Relief Act). The CARES Act currently only allows funds to be used only COVID-19-related expenditures. Congress may amend Section 601 to allow funds to be used for COVID-19 revenue loss in a separate effort.

Why is the mandate to direct future allocations 5 percent?

The National Special Districts Coalition and Congressman Garamendi settled on a 5 percent share based on property tax revenue data for special districts relative to cities and counties. Special districts receive at least 10 percent of each state's property tax revenue when comparing to city and county governments. Based figures listed within the U.S. Census Bureau's 2017 Census of Governments, expenditures tend to track with revenue figures. Special districts fully understand general purpose governments - counties and cities – have more services (full health departments, office of emergency services, etc.) that are utilized while also experiencing large declines in sales tax revenues. Being mindful of the situation, special districts ask for 5 percent of future allocations, which in some states is rather modest.

Does the bill outline how states must distribute the funds?

No. The bill gives states discretion to direct funding to special districts based on districts' needs with each respective state. However, the states would be required to distribute the funds within 60 days of receiving their portion from the U.S. Department of the Treasury.

How many special districts are there in the U.S.?

There are approximately 30,000 special districts serving millions of Americans across the country. This is hard to ascertain, as there is no federal definition of "special district" in current law. "Special districts" definitions vary across states. To remedy this, the Special Districts Provide Essential Services Act establishes a "special district" definition.

Does the Special Districts Provide Essential Services Act prioritize particular types of districts over the others?

No, the bill does not specify which districts are eligible for the funds. Special purpose governments meeting the definition established in the bill would all be eligible. States would make determination on how the funds are distributed in their respective states.

The bill defines “special district” as *a political subdivision, formed pursuant to general law or special act of a State, for the purpose of performing one or more governmental or proprietary functions.*

Talking Points:

- Special districts are local governments providing critical infrastructure, first response and community enrichment services to millions across California and the country.
- We are local governments, not businesses or non-profits, and though we provide services like water, sewer, fire protection, parks, and others, we are separate and distinct from cities and counties.
- Many special districts have not received access to Coronavirus Relief Act funding for local governments through their states and counties, despite providing essential services counties and cities do not provide their residents.
- The Special Districts Provide Essential Services Act would allow a portion of resources provided in future Coronavirus Relief Fund appropriations to be directed to special districts.
- ***These bills do not ask for a new appropriation.*** Rather, it authorizes a mechanism for special district access appropriations Congress makes in the future under Section 601 of the Social Security Act (CARES Act / Coronavirus Relief Fund).
- The bill would give states flexibility on how to disburse funds to special districts within their respective states.
- This bill also allows special districts to use the Federal Reserve’s Municipal Liquidity Facility program as a tool to access capital during an economic downturn / period of revenue loss – a tool other local governments have access to.
- This bill remedies the problem, providing greater fiscal certainty for special districts, with a definition of special districts and direction for states to provide 5 percent of their respective proportion of the Fund to special districts.
- The legislation does not intend to divert monies appropriated for cities and counties.
- Without access to federal resources, special districts will continue falling into economic distress, deferring maintenance, delaying capital projects, reducing staff and cutting services to their communities.

Discussion Guide for Impacts on Your Special District

- Share with your representative where your special district is located (region), what services your district provides and how many people live in the community
- Quantify previously unbudgeted expenses due to COVID-19 and share what those expenses have been (PPE, technology upgrades to for telecommuting, etc.)
- To what extent has your district experienced revenue loss? What do you project it to be?
- Have you had to cancel or significantly change routine operations or programs?
- *If a utility provider:* have you experienced revenue loss due diminished commercial and industrial service? Have you noticed unpaid residential customer bills? (state whether you have issued moratoriums on shutoffs)

- How many employees do you have, and how many now must either work from home and/or have been let go/furloughed?
- Have staff members had to take emergency sick or family leave time?
- Have you had to repurpose your district's facilities to accommodate community needs?

[DISTRICT LETTERHEAD]

[Month] [Day], 2021

The Honorable [Senator Name: Find Your Senator]
United States Senate
[ADDRESS] Senate Office Building
Washington, D.C. 20510

The Honorable [Senator Name: Find Your Senator]
United States Senate
[ADDRESS] Senate Office Building
Washington, D.C. 20510

The Honorable [Member Name: Find Your Representative of Congress]
United States House of Representatives
[Address]
Washington, D.C. 20515

RE: Support H.R. 535 and S. 91, the Special Districts Provide Essential Services Act

Dear Senator X, Senator X, and Representative X

The [Your District Name] respectfully requests your support of H.R. 535 and S. 91, the Special Districts Provide Essential Services Act, and its inclusion in any potential pandemic relief package. These bills would ensure that your constituents receiving essential services, like fire protection, water, wastewater, childcare, healthcare, resource and agricultural conservation, and more from a special district, rather than a city or county, are not excluded from future COVID-19 relief approved for state and local governments.

As a provider of [your district services (water, fire protection, parks, etc)] to [approximate population number served] of your constituents in the [name of community/communities/region you serve], access to federal relief resources would help our district confront COVID-19 and overcome the pandemic's fiscal impacts. [Has your district had to cut/decrease/furlough staff? Decrease/cut services? Defer maintenance? Will you have to delay capital improvement projects? Concerned about unpaid utility bills? Please share here. If possible, estimate or give the total expenditures and revenue losses your district has incurred. Then, very briefly share if your district has adapted to meet the needs of your community and / or go outside your scope of work, and how] **Our employees are on the front-lines, yet our local government agency has yet to receive the direct access to funding that other government agencies, as well as businesses and non-profits, have received.**

These bills are identical to the bipartisan S. 4308 from the 116th Congress. H.R. 535 and S. 91 would allow the vital services that communities rely upon to continue unhindered, while also providing greater certainty for these governments to retain their essential workers. Specifically, the legislation would establish a federal definition of "special district", allow special districts' access to future Coronavirus Relief Fund allocations, and designate special districts as "eligible issuers" of the Federal Reserve Board's Municipal Liquidity Facility.

Without ready access to pandemic relief available to other units of local government, the risk of special districts' inability to continue providing uninterrupted, vital services to their communities will continue to grow. We look forward to working with you to ensure all essential workers and the vulnerable communities they serve receive equitable access to these important relief funds.

Thank you for your consideration of our request.

Sincerely,

[Signature block]

[NAME]
[POSITION]

[DISTRICT LETTERHEAD]

[Month] [Day], 2021

The Honorable [Senator Name: Find Your Senator]
United States Senate
[ADDRESS] Senate Office Building
Washington, D.C. 20510

The Honorable [Senator Name: Find Your Senator]
United States Senate
[ADDRESS] Senate Office Building
Washington, D.C. 20510

The Honorable [Member Name: Find Your Representative of Congress]
United States House of Representatives
[Address]
Washington, D.C. 20515

RE: Support H.R. 535 and S. 91, the Special Districts Provide Essential Services Act

Dear Senator X, Senator X, and Representative X

The [Your District Name] respectfully requests your support of H.R. 535 and S. 91, the Special Districts Provide Essential Services Act, and its inclusion in any potential pandemic relief package. These bills would ensure that your constituents receiving essential services, like fire protection, water, wastewater, childcare, healthcare, resource and agricultural conservation, and more from a special district, rather than a city or county, are not excluded from future COVID-19 relief approved for state and local governments.

As a provider of [your district services (water, fire protection, parks, etc)] to [approximate population number served] of your constituents in the [name of community/communities/region you serve], access to federal relief resources would help our district confront COVID-19 and overcome the pandemic's fiscal impacts. [Has your district had to cut/decrease/furlough staff? Decrease/cut services? Defer maintenance? Will you have to delay capital improvement projects? Concerned about unpaid utility bills? Please share here. If possible, estimate or give the total expenditures and revenue losses your district has incurred. Then, very briefly share if your district has adapted to meet the needs of your community and / or go outside your scope of work, and how] **Our employees are on the front-lines, yet our local government agency has yet to receive the direct access to funding that other government agencies, as well as businesses and non-profits, have received.**

These bills are identical to the bipartisan S. 4308 from the 116th Congress. H.R. 535 and S. 91 would allow the vital services that communities rely upon to continue unhindered, while also providing greater certainty for these governments to retain their essential workers. Specifically, the legislation would establish a federal definition of "special district", allow special districts' access to future Coronavirus Relief Fund allocations, and designate special districts as "eligible issuers" of the Federal Reserve Board's Municipal Liquidity Facility.

Without ready access to pandemic relief available to other units of local government, the risk of special districts' inability to continue providing uninterrupted, vital services to their communities will continue to grow. We look forward to working with you to ensure all essential workers and the vulnerable communities they serve receive equitable access to these important relief funds.

Thank you for your consideration of our request.

Sincerely,

[Signature block]

[NAME]
[POSITION]

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 9, 2021, at 6:00 p.m.

I. QUORUM CHECK.

Chairperson Terry Kraus – absent, excused
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 – by phone
Phillip Spicer, Hollydot – by phone
Josh Briggs, Parks & Rec – by phone

2. AGENDA ITEMS:

a. Lease for Golf Course Roundtable

Mr. Eccher said this was the golf course restaurant lease with the requested changes made. Mr. Cook suggested this be tabled because he had a signature page for a lease that did not match what the minutes said was to be changed. Mr. Elliot said this needs to be resolved. How could it be brought up during the regular meeting? Mr. Cook said a signed document can not be brought back up. He questioned whether the signees knew about the changes. Mr. Hochstetler said this does not need to be discussed. Mr. Cook said he would settle it in court. Mr. Collins suggested bringing it up under agenda items and revoting.

b. Chairman Rules of Conduct

This item was tabled since the chairman was sick.

Mr. Elliot said he had contacted an SDA attorney to clarify conflict of interest. It was reinforced that there is no conflict of interest unless there is financial gain. Mr. Elliot said he was incorrect to recuse himself from the vote in the previous meeting, in fact he was neglecting his duties by recusing himself. Mr. Cook said the CCMD rules are stronger than the state rules. He will go to an attorney on this matter. Mr. Collins suggested changing the CCMD rules to reflect the state rules.

3. ADJOURNMENT. There being no further business before the Board, Mr. Collins adjourned the meeting, at 6:25 pm.

COLORADO CITY METROPOLITAN DISTRICT

Greg Collins, Secretary

ATTEST:

Harry Hochstetler, Treasurer

Approved this 23th day of February, 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, February 9, 2021, at 6:15 p.m.

1. CALL TO ORDER. Chairperson Kraus called the meeting to order at 6:25 p.m.
2. PLEDGE OF ALLEGIANCE
3. MOMENT OF SILENT REFLECTION
4. QUORUM CHECK.

Chairperson Terry Kraus – absent, excused
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 – by phone
Josh Briggs, Parks & Rec – by phone
Phillip Spicer, Hollydot Golf – by phone

5. APPROVAL OF AGENDA: Mr. Elliot made a motion to approve the agenda Mr. Hochstetler seconded the motion. All voted in favor and the motion passed.
6. APPROVAL OF MINUTES: Study Session and Regular Meeting January 26, 2021: Mr. Elliot made a motion to approve the minutes. Mr. Cook amended the motion to correct #17, Correspondence. Mr. Collins seconded the motion. All voted in favor and the motion passed.
7. BILLS PAYABLE:
Mr. Hochstetler made a motion to approve the bills. Mr. Elliot seconded the motion. All voted in favor and the bills were paid.
8. FINANCIAL REPORT:
9. OPERATIONAL REPORT:
Mr. Eccher read the managers reports.
The golf course had less rounds in January of 2021 than in 2020. Tournaments are being scheduled. All carts are serviced and ready for the upcoming year. All cups are cleaned out. No sign of snow mold is visible. Preventative maintenance is being done on equipment. Safety kit and eye wash station has been installed.
Campground revenue for January is more than the last two January s combined. Long term campers bring in more revenue, but present some problems. Roads and some sites will need attention when it dries out. Some campers not following the rules were asked to leave. The metro vehicle at the campground is used by the camp host and the maintenance staff.
Teams are beginning to be formed for baseball and softball, hopefully there will be no restrictions this year. Five tournaments have been scheduled.
Phase 3 of the water meters will be starting shortly. Divers will be inspecting the storage tanks on February 22nd and 23rd. ProfiNet should be running be the end of the month. Water valves will be worked on in Southpark on the 17th and 18th. Mr. Elliot asked about the water produced versus water billed numbers. Mr. Scheid said he is looking at a new meter and position to make sure the water produced number is accurate.
10. READING BY THE CHAIRPERSON OF THE STATEMENT OF CONDUCT AND DEMEANOR:
Read by Mr. Collins.
11. CITIZENS INPUT:
Shaylene Siudyla and Gina Mangino asked about steps to get the covenants changed in Unit 9. The board told them they would need to seek legal advice because the board could not advise on legal matters.

Rich VanMetre – 4018 Bent Brothers Ct

Mr. VanMetre said he was concerned about the long term campers at the campground and the condition it was in. He was told monthly rent is \$700 and other issues were being addressed. Mr. VanMetre said he would like to volunteer to be on the CCAAC committee.

Bill Ellis spoke about CCMD not fulfilling the duties of the CCAAC.

12. ATTORNEYS REPORT.

None

13. AGENDA ITEMS

14. OLD BUSINESS:

Mr. Collins made a motion for John Finger to be the real estate attorney for CCMD. Mr. Elliot seconded the motion. Mr. Cook said he had worked with this person and felt he was a good fit. Mr. Elliot called the question. Mr. Hochstetler voted no, all others voted for and the motion passed. Mr. Cook made a motion for all real estate and lease contracts to be reviewed by Mr. Finger. Mr. Elliot seconded the motion. Mr. Cook amended his motion to exclude quit claim deeds. Mr. Elliot agreed to the amendment. Mr. Cook and Mr. Collins voted in favor of the motion, Mr. Hochstetler and Mr. Elliot voted against the motion. The motion failed.

Mr. Hochstetler made a motion to approve the current lease for Roundtable with the added deposit clause. Mr. Elliot seconded the motion. Mr. Cook warned the board that this was a bad decision to approve an amended contract. It could have legal ramifications. Mr. Hochstetler called the question. Mr. Cook voted against, all others voted in favor and the motion passed.

15. NEW BUSINESS: None

16. CCAAC at 7:45 p.m. Mr. Collins started the CCAAC portion of the meeting.

A. Reviews by CCAAC

4224 Ouray St - house

4217 Ouray St - house

Mr. Cook said no action should be taken because the district manager has not produced the spreadsheet of complaints sent to the committee. Mr. Collins asked where the spreadsheet was and Mr. Eccher said he hadn't gotten to it yet. Mr. Elliot made a motion to approve both houses on Ouray. Mr. Hochstetler seconded the motion. Mr. Collins and Mr. Cook voted against, Mr. Elliot and Mr. Hochstetler voted for and the motion failed.

B. Actions:

17. CORRESPONDENCE:

Denise Jennings from 24 N Parkway sent a letter to the board complaining about the sewer smell at her residence. Mr. Eccher and Mr. Scheid told the board the lines have been flushed more than once, also flushed. There are no breaks. Mr. Cook asked if sniffers have been used. Mr. Cook said himself, Mr. Elliot, Mr. Scheid and Mr. Eccher could meet with her and try to find a solution. Mr. Cook asked Mr. Eccher to contact her to set up the meeting.

18. EXECUTIVE SESSION: Mr. Cook made a motion to table the executive session. Mr. Elliot seconded the motion. All voted in favor and the motion passed.

19. ADJOURNMENT. There being no further business before the Board, Mr. Elliot made a motion to adjourn the meeting, and Mr. Hochstetler seconded the motion. Mr. Collins adjourned the meeting at 8:40 pm.

COLORADO CITY METROPOLITAN DISTRICT

Greg Collins, Secretary

ATTEST:

Harry Hochstetler, Treasurer

Approved this 23th day of February, 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: Jason Hofmeister
 Mailing Address: 8218 Firethorn Dr City: Colorado Springs
 State: CO ZIP: 80925 Telephone: 719-722-4195

Contractor: Grant S CONTRACTOR
 Mailing Address: _____ City: _____
 State: _____ ZIP: _____ Telephone: _____

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

Lot: 194 Unit: 5 Legal address, (please verify with CC Metro District): 4214 Ouray ST
 Type construction: new/s:sh built Mobile homes: New Used - Year built: _____

Floor area square footage: 1656 Square footage required by covenants: 1000

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: [Signature] Date: 1-21-20
 This application will not be accepted until you read and sign on reverse.

CONDITIONS APPLYING TO THIS APPLICATION

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

CCAAC Fee Schedule

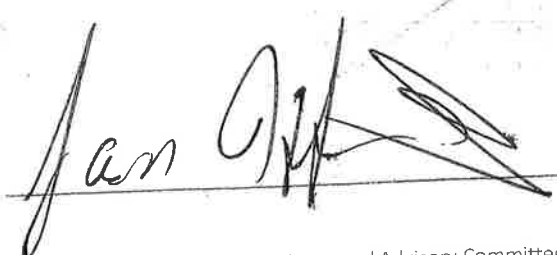
Please note that a check or money order for the appropriate amount must be included with your application

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.

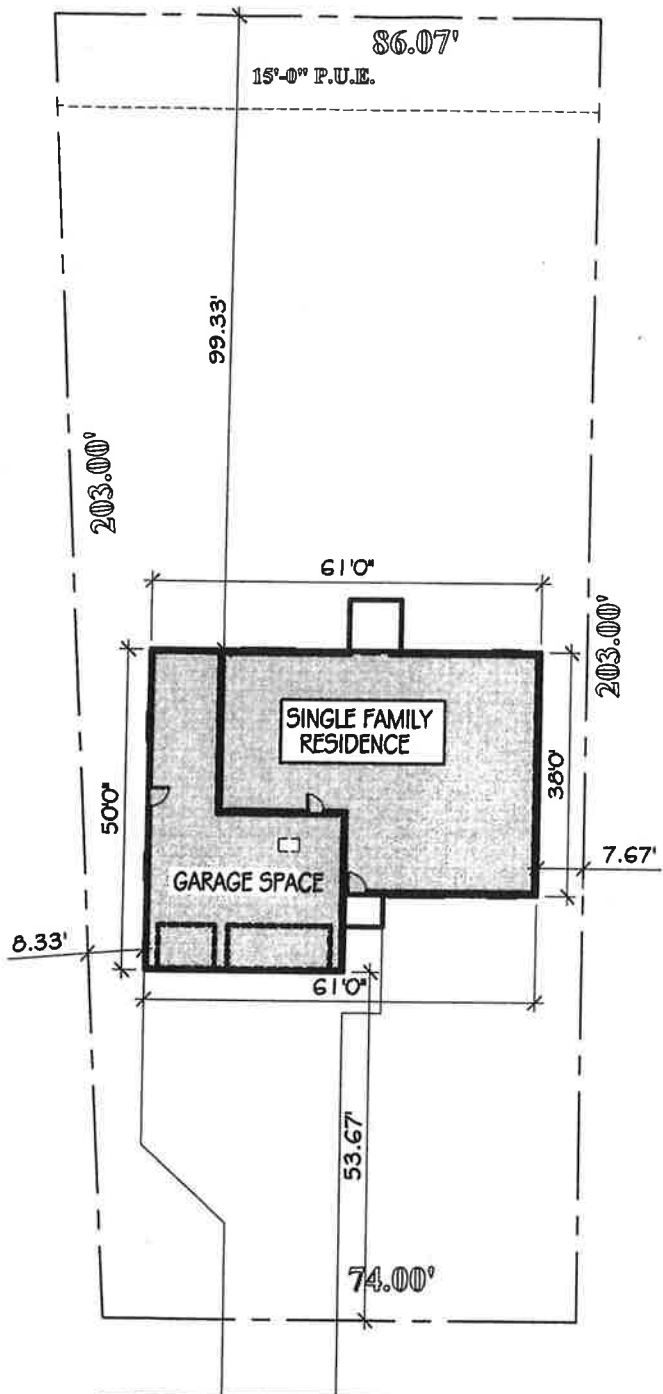
I have read and understand the provisions of this application and understand that incomplete applications will be returned to me for the required information before being considered by CCAAC.

Property Owner Signature:



Date:

1-21-21



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

INCLUDED	o ASSESSOR'S PARCEL NUMBER	PARCEL SCHEDULE # 4630205022
INCLUDED	o SQUARE FOOTAGE OF PROPOSED STRUCTURE	MAIN FLOOR LIVING 1656.0 TOTAL UNDER ROOF - 2792.0
N/A	o SQUARE FOOTAGE OF EXISTING STRUCTURE	N/A
INCLUDED	o STRUCTURE HEIGHT	19'-8" OVP 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	UNIT 5 LOT 194 COLORADO CITY
INCLUDED	o ADDRESS OF PROPERTY	4214 OURAY STREET (COLORADO CITY), COLORADO
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



4214 OURAY STREET (COLORADO CITY) COLORADO

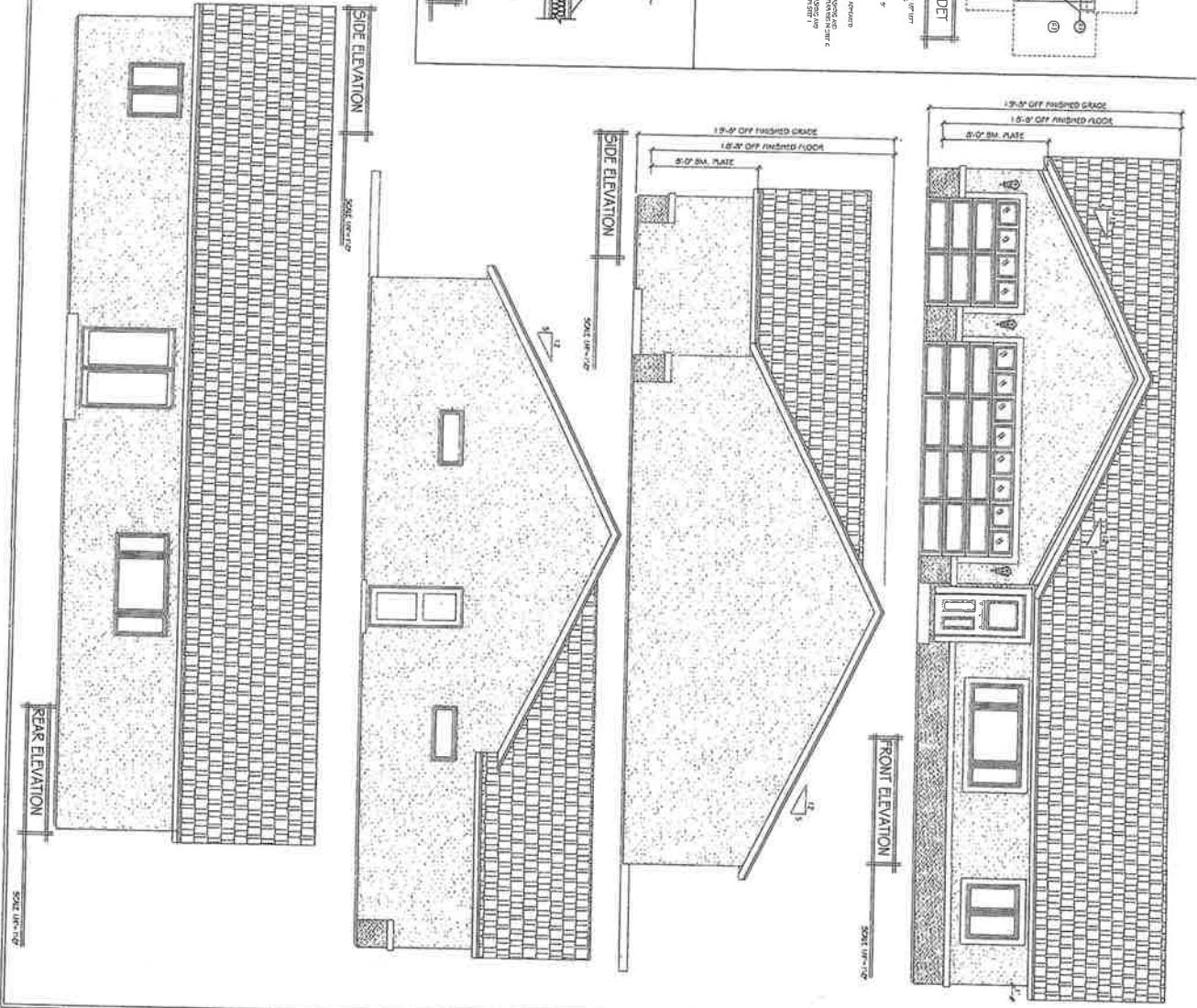
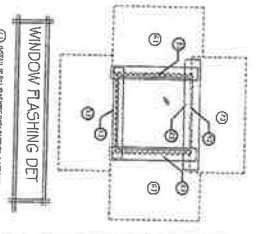
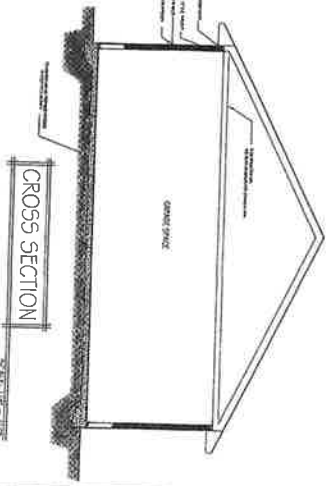
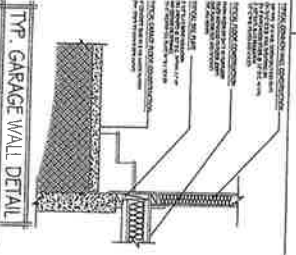
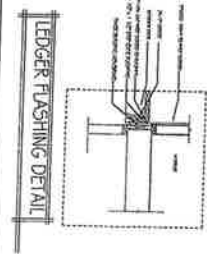
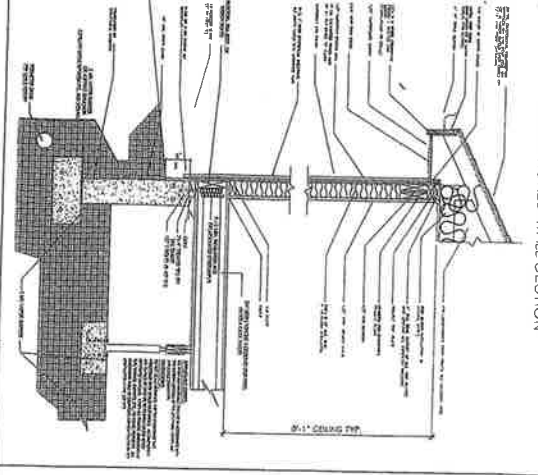
RI

PLOT PLAN
SCALE: 1" = 30'-0"

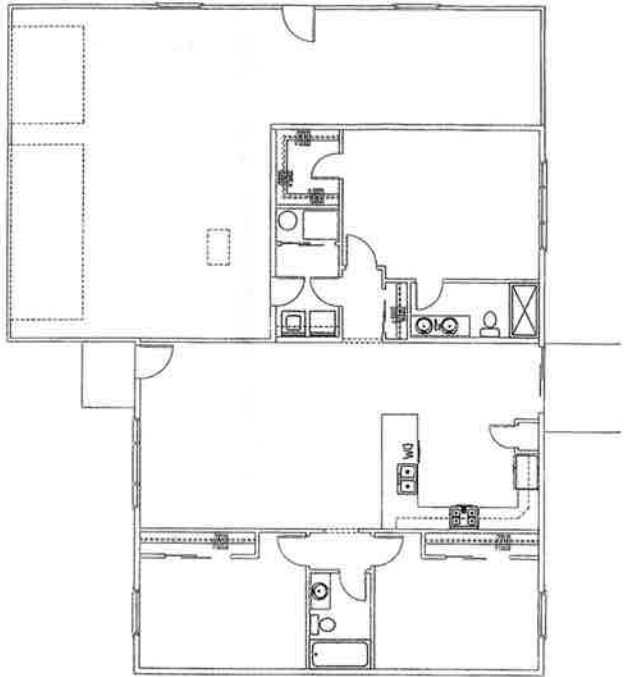
BUILDER/OWNER:	THE 1656 MODEL HOME
D:	1-2021
ADDRESS:	4214 OURAY STREET (COLORADO CITY) COLORADO
LEGAL DESCRIPTION:	UNIT 5 LOT 194 COLORADO CITY PARCEL SCHEDULE # 4630205022

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

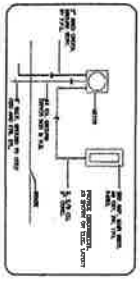




<p>2.0 of FOUR</p>	<p>SCALE: AS SHOWN SHEET NO. 0-200000 CONTRACT: 0-200000 DATE: JANUARY 2021 JOB # 001 #</p>	<p>DATE: 1-5-2021 REVISED: 1-25-2021</p>	<p>A SINGLE FAMILY RESIDENCE 101 THE 1656 MODEL HOME 4214 OURAY STREET (COLORADO CITY) COLORADO UNIT 5 LOT 194 COLORADO CITY PARCEL SCHEDULE # 4630205022</p>	<p>ADVANCED ARCHITECTURE, LLC ATT: DAVE WERNICH 1022 FOX STREET PO BOX 200000 DENVER, CO 80220 303.733.8888 dave@advancedarch.com</p>
-----------------------------------	---	--	--	--



MAIN STORY ELECTRIC PLANS



- 1. GENERAL NOTES
- 2. ELECTRICAL NOTES
- 3. PLUMBING NOTES
- 4. MECHANICAL NOTES
- 5. FINISHES
- 6. STRUCTURAL NOTES
- 7. CONCRETE NOTES
- 8. METAL NOTES
- 9. GLASS NOTES
- 10. PAINT NOTES
- 11. ROOFING NOTES
- 12. SITES
- 13. UTILITIES
- 14. EROSION CONTROL
- 15. LANDSCAPE
- 16. FURNITURE
- 17. EQUIPMENT
- 18. SPECIALTIES
- 19. OTHER

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE NATIONAL ELECTRICAL CODE (NEC).

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES.

5. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.

6. ALL FINISHES SHALL BE AS NOTED ON THE FINISH SCHEDULE.

7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM WEATHER.

10. ALL WORK SHALL BE CLEAN AND NEAT AT ALL TIMES.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE.

12. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

14. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.

15. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES.

16. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.

17. ALL FINISHES SHALL BE AS NOTED ON THE FINISH SCHEDULE.

18. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

20. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM WEATHER.

21. ALL WORK SHALL BE CLEAN AND NEAT AT ALL TIMES.

22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE.

23. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.

GENERAL CONSTRUCTION NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE NATIONAL ELECTRICAL CODE (NEC).

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES.

5. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.

6. ALL FINISHES SHALL BE AS NOTED ON THE FINISH SCHEDULE.

7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM WEATHER.

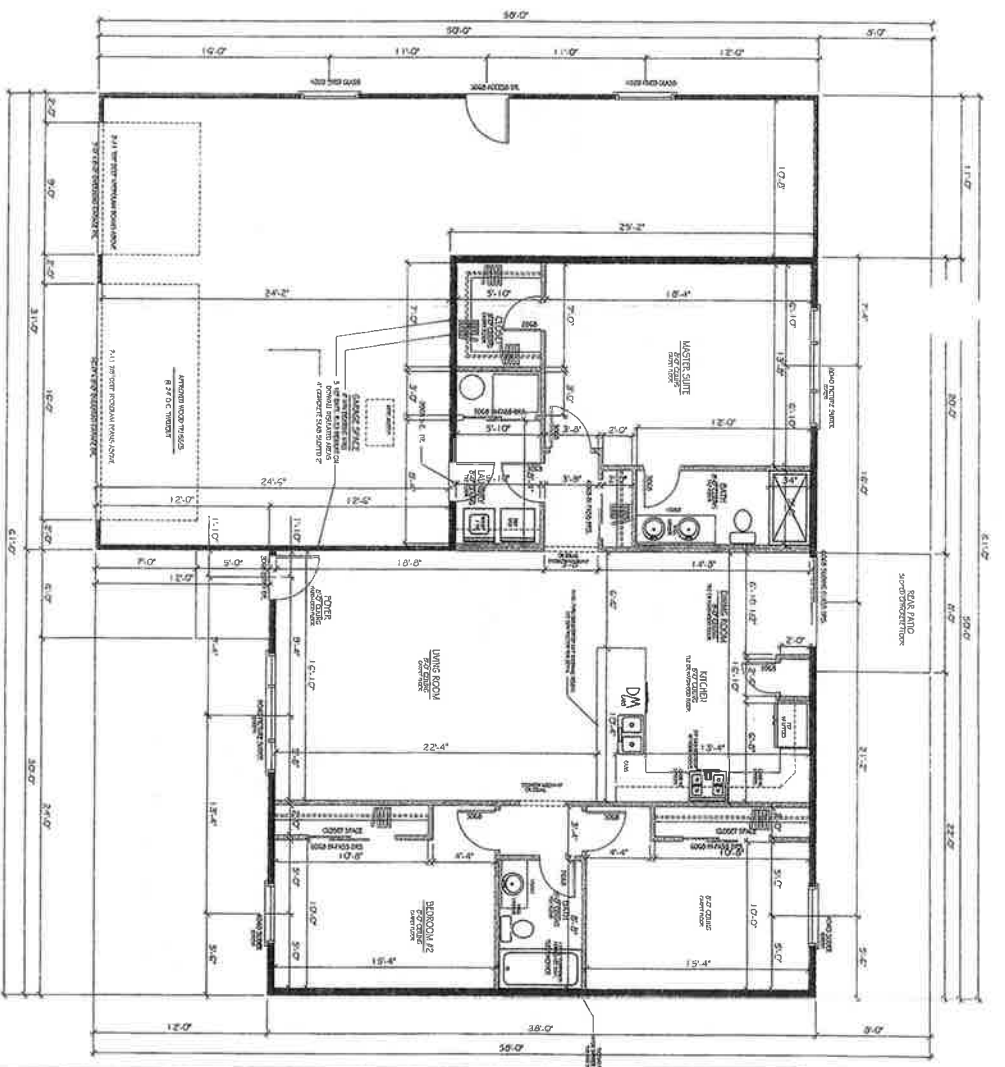
10. ALL WORK SHALL BE CLEAN AND NEAT AT ALL TIMES.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE.

12. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.

EXCLUDE DOOR/CAJON	SCALE
DOOR	1/8" = 1'-0"
CAJON	1/8" = 1'-0"
DOOR	1/8" = 1'-0"
CAJON	1/8" = 1'-0"
DOOR	1/8" = 1'-0"
CAJON	1/8" = 1'-0"

MAIN STORY FLOOR PLANS



GENERAL CONSTRUCTION NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE NATIONAL ELECTRICAL CODE (NEC).

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES.

5. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.

6. ALL FINISHES SHALL BE AS NOTED ON THE FINISH SCHEDULE.

7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM WEATHER.

10. ALL WORK SHALL BE CLEAN AND NEAT AT ALL TIMES.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE.

12. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.

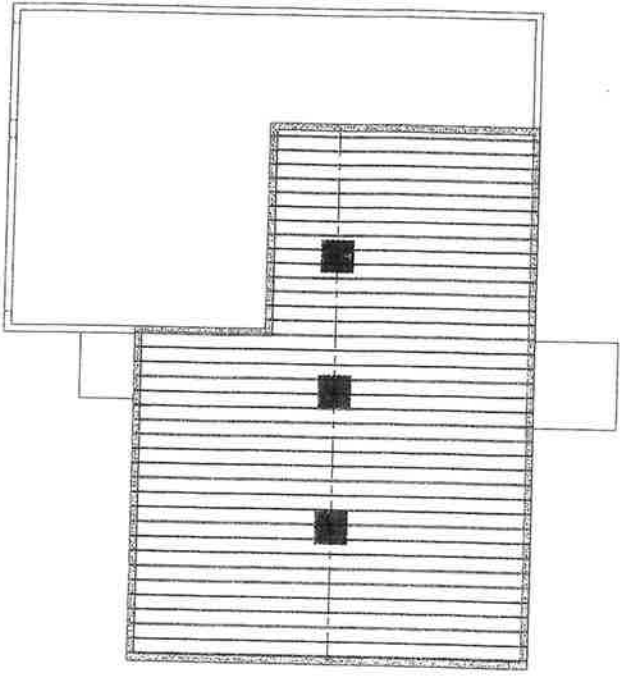
SCALE	SCALE
1/8" = 1'-0"	1/8" = 1'-0"
1/8" = 1'-0"	1/8" = 1'-0"
1/8" = 1'-0"	1/8" = 1'-0"
1/8" = 1'-0"	1/8" = 1'-0"
1/8" = 1'-0"	1/8" = 1'-0"

A SINGLE FAMILY RESIDENCE
for
THE 1656 MODEL HOME
 4214 OURAY STREET (COLORADO CITY) COLORADO
 UNIT 5 LOT 194 COLORADO CITY
 PARCEL 5CDULE # 4630205022

ADVANCED
 ARCHITECTURE, LLC
 ATT: DAVE WERBICH
 705 POK STREET
 PUECO, COLORADO 81004
 P: 970.240.5428
 F: 970.240.5428
 WWW.ADVANCEDARCHITECTURE.COM

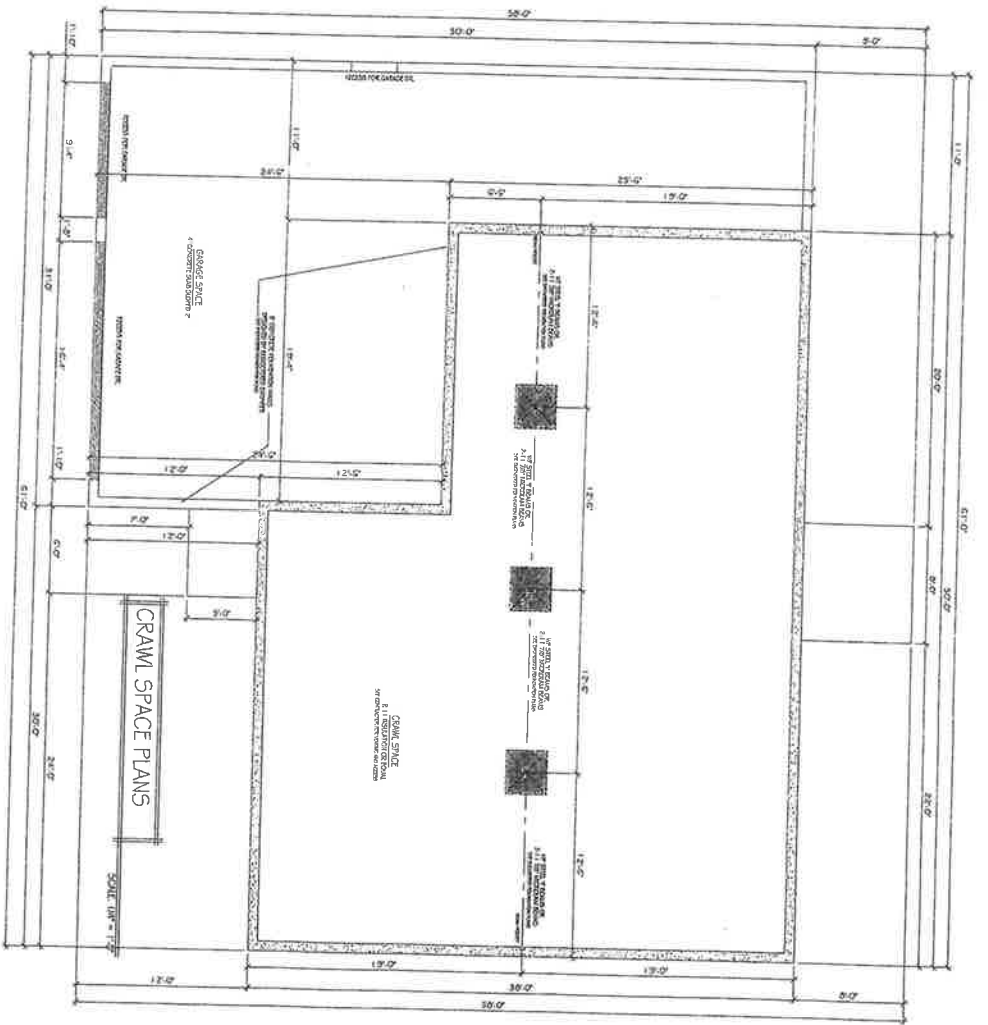
3.0
 of
FOUR

DATE: 1-5-2021
REVISION: 1-5-2021



FLOOR FRAMING PLANS

SCALE 1/8" = 1'-0"



CRAWL SPACE PLANS

SCALE 1/8" = 1'-0"

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL MATERIALS SHALL BE AS SHOWN ON THESE PLANS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
8. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE FOUNDATION SPECIFICATIONS.
9. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE ROOFING SPECIFICATIONS.
10. ALL INTERIORS SHALL BE DONE IN ACCORDANCE WITH THE INTERIOR FINISH SPECIFICATIONS.
11. ALL EXTERIORS SHALL BE DONE IN ACCORDANCE WITH THE EXTERIOR FINISH SPECIFICATIONS.
12. ALL MECHANICAL, ELECTRICAL, AND PLUMBING WORK SHALL BE DONE IN ACCORDANCE WITH THE MECHANICAL, ELECTRICAL, AND PLUMBING SPECIFICATIONS.
13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
15. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
16. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.
17. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
18. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE FOUNDATION SPECIFICATIONS.
19. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE ROOFING SPECIFICATIONS.
20. ALL INTERIORS SHALL BE DONE IN ACCORDANCE WITH THE INTERIOR FINISH SPECIFICATIONS.
21. ALL EXTERIORS SHALL BE DONE IN ACCORDANCE WITH THE EXTERIOR FINISH SPECIFICATIONS.
22. ALL MECHANICAL, ELECTRICAL, AND PLUMBING WORK SHALL BE DONE IN ACCORDANCE WITH THE MECHANICAL, ELECTRICAL, AND PLUMBING SPECIFICATIONS.
23. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL MATERIALS SHALL BE AS SHOWN ON THESE PLANS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
8. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE FOUNDATION SPECIFICATIONS.
9. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE ROOFING SPECIFICATIONS.
10. ALL INTERIORS SHALL BE DONE IN ACCORDANCE WITH THE INTERIOR FINISH SPECIFICATIONS.
11. ALL EXTERIORS SHALL BE DONE IN ACCORDANCE WITH THE EXTERIOR FINISH SPECIFICATIONS.
12. ALL MECHANICAL, ELECTRICAL, AND PLUMBING WORK SHALL BE DONE IN ACCORDANCE WITH THE MECHANICAL, ELECTRICAL, AND PLUMBING SPECIFICATIONS.
13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
15. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
16. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.
17. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
18. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE FOUNDATION SPECIFICATIONS.
19. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE ROOFING SPECIFICATIONS.
20. ALL INTERIORS SHALL BE DONE IN ACCORDANCE WITH THE INTERIOR FINISH SPECIFICATIONS.
21. ALL EXTERIORS SHALL BE DONE IN ACCORDANCE WITH THE EXTERIOR FINISH SPECIFICATIONS.
22. ALL MECHANICAL, ELECTRICAL, AND PLUMBING WORK SHALL BE DONE IN ACCORDANCE WITH THE MECHANICAL, ELECTRICAL, AND PLUMBING SPECIFICATIONS.
23. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL MATERIALS SHALL BE AS SHOWN ON THESE PLANS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
8. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE FOUNDATION SPECIFICATIONS.
9. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE ROOFING SPECIFICATIONS.
10. ALL INTERIORS SHALL BE DONE IN ACCORDANCE WITH THE INTERIOR FINISH SPECIFICATIONS.
11. ALL EXTERIORS SHALL BE DONE IN ACCORDANCE WITH THE EXTERIOR FINISH SPECIFICATIONS.
12. ALL MECHANICAL, ELECTRICAL, AND PLUMBING WORK SHALL BE DONE IN ACCORDANCE WITH THE MECHANICAL, ELECTRICAL, AND PLUMBING SPECIFICATIONS.
13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
15. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
16. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.
17. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
18. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE FOUNDATION SPECIFICATIONS.
19. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE ROOFING SPECIFICATIONS.
20. ALL INTERIORS SHALL BE DONE IN ACCORDANCE WITH THE INTERIOR FINISH SPECIFICATIONS.
21. ALL EXTERIORS SHALL BE DONE IN ACCORDANCE WITH THE EXTERIOR FINISH SPECIFICATIONS.
22. ALL MECHANICAL, ELECTRICAL, AND PLUMBING WORK SHALL BE DONE IN ACCORDANCE WITH THE MECHANICAL, ELECTRICAL, AND PLUMBING SPECIFICATIONS.
23. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL MATERIALS SHALL BE AS SHOWN ON THESE PLANS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
8. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE FOUNDATION SPECIFICATIONS.
9. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE ROOFING SPECIFICATIONS.
10. ALL INTERIORS SHALL BE DONE IN ACCORDANCE WITH THE INTERIOR FINISH SPECIFICATIONS.
11. ALL EXTERIORS SHALL BE DONE IN ACCORDANCE WITH THE EXTERIOR FINISH SPECIFICATIONS.
12. ALL MECHANICAL, ELECTRICAL, AND PLUMBING WORK SHALL BE DONE IN ACCORDANCE WITH THE MECHANICAL, ELECTRICAL, AND PLUMBING SPECIFICATIONS.
13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
15. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
16. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.
17. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
18. ALL FOUNDATION WORK SHALL BE DONE IN ACCORDANCE WITH THE FOUNDATION SPECIFICATIONS.
19. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE ROOFING SPECIFICATIONS.
20. ALL INTERIORS SHALL BE DONE IN ACCORDANCE WITH THE INTERIOR FINISH SPECIFICATIONS.
21. ALL EXTERIORS SHALL BE DONE IN ACCORDANCE WITH THE EXTERIOR FINISH SPECIFICATIONS.
22. ALL MECHANICAL, ELECTRICAL, AND PLUMBING WORK SHALL BE DONE IN ACCORDANCE WITH THE MECHANICAL, ELECTRICAL, AND PLUMBING SPECIFICATIONS.
23. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

4 of 4
FOUR

SCALE: 1/8" = 1'-0"
SHEET: 0.400000
PROJECT: 194-0000
DATE: 10/15/2018

DATE: 10/15/2018
SCALE: 1/8" = 1'-0"

A SINGLE FAMILY RESIDENCE
for
THE 1656 MODEL HOME
4214 OURAY STREET (COLORADO CITY) COLORADO
UNIT 5 LOT 194 COLORADO CITY
PARCEL 5CDULE # 4630205022

ADVANCED
MANUFACTURED LLC
ATT: DAVE WEIRICH
702 FOX STREET
P.O. BOX 1000
71333 COLORADO
Bldg. Dept. 5000
Bldg. Dept. 5000



FOR MORE INFORMATION
CONTACT DAVE WEIRICH
702 FOX STREET
P.O. BOX 1000
71333 COLORADO
Bldg. Dept. 5000
Bldg. Dept. 5000



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: Jason Hofmeister
 Mailing Address: 8218 Firethorn Dr City: Colorado Springs
 State: CO ZIP: 80925 Telephone: 719-722-4195

Contractor: Grant S CONTRACTOR
 Mailing Address: _____ City: _____
 State: _____ ZIP: _____ Telephone: _____

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

Lot: 193 Unit: 5 Legal address, (please verify with CC Metro District): 4224 Ouray ST
 Type construction: New / s: sh built Mobile homes: New Used - Year built: _____
 Floor area square footage: 1656 Square footage required by covenants: 1500

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: [Signature] Date: 1-21-20
 This application will not be accepted until you read and sign on reverse.

CONDITIONS APPLYING TO THIS APPLICATION

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

CCAAC Fee Schedule

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

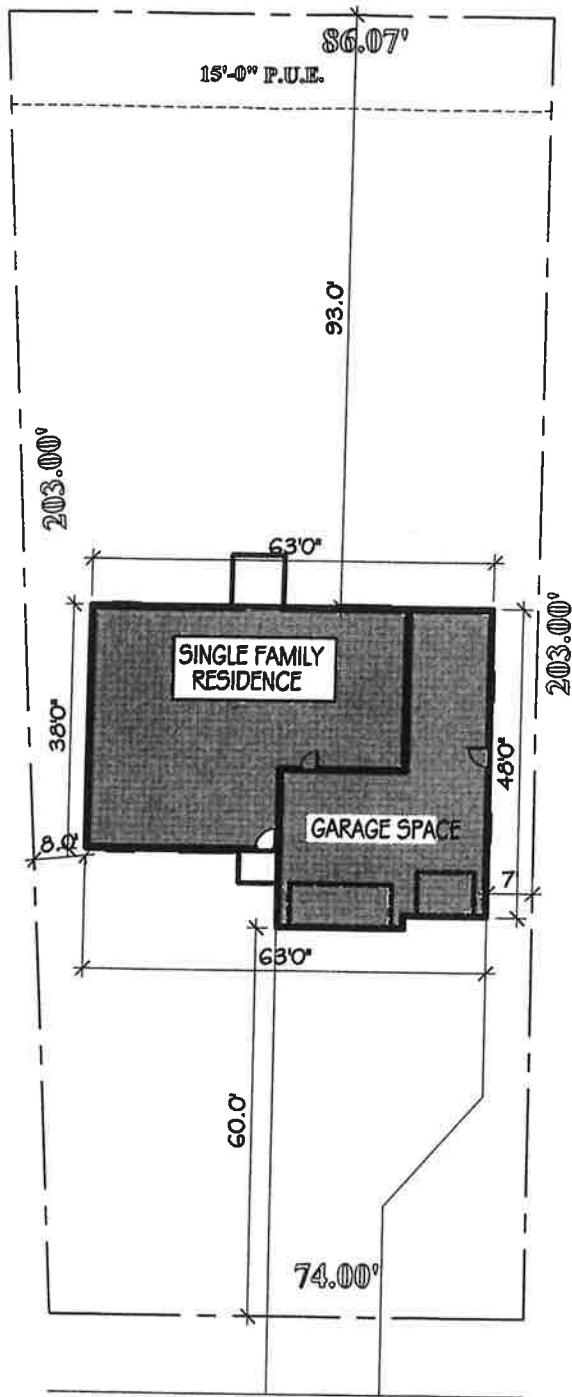
Commercial/Industrial	\$400.00
Multifamily Residential	\$300.00
New Single Family Residential	\$200.00
Sheds/Fences/Garages/Carports/Decks	\$ 40.00
Remodeling Residential	\$ 50.00
Re-Roofing	\$ 25.00

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: 1-21-21



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

INCLUDED	o ASSESSOR'S PARCEL NUMBER	PARCEL SCHEDULE # 4630205023
INCLUDED	o SQUARE FOOTAGE OF PROPOSED STRUCTURE	MAIN FLOOR LIVING 1656.0 TOTAL UNDER ROOF 2792.0
N/A	o SQUARE FOOTAGE OF EXISTING STRUCTURE	N/A
INCLUDED	o STRUCTURE HEIGHT	19'-8" 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	UNIT 5 LOT 193 COLORADO CITY
INCLUDED	o ADDRESS OF PROPERTY	4224 OURAY STREET (COLORADO CITY) COLORADO
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



4224 OURAY STREET (COLORADO CITY) COLORADO

R1

PLOT PLAN
SCALE: 1" = 30'-0"

BUILDER/OWNER: THE 1656 MODEL HOME

D. 1-2021

ADDRESS: 4224 OURAY STREET (COLORADO CITY) COLORADO

LEGAL DESCRIPTION: UNIT 5 LOT 193 COLORADO CITY
PARCEL SCHEDULE # 4630205023

ATT. DAVE WEHRICH
702 POLK STREET
PUEBLO, COLORADO 81004

(719) 299-4764 fax
(719) 240-9468 cell
(719) 744-0544 office

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





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: Jim Dettore
 Mailing Address: PO Box 19697 City: Colorado City
 State: CO ZIP: 81019 Telephone: _____

CONTRACTOR

Contractor: Little Diggers "Matt Dennison"
 Mailing Address: _____ City: _____
 State: _____ ZIP: _____ Telephone: _____

Requested approval for: Commercial building Home Shed Fence Other: Garage 40'x60'

C-R-1 CC-R1-2
 Lot: A Unit: _____ Legal address, (please verify with CC Metro District): 3884 McIntire Dr

Type construction: New Garage Mobile homes: New Used - Year built: _____

Floor area square footage: 2400 Square footage required by covenants: _____

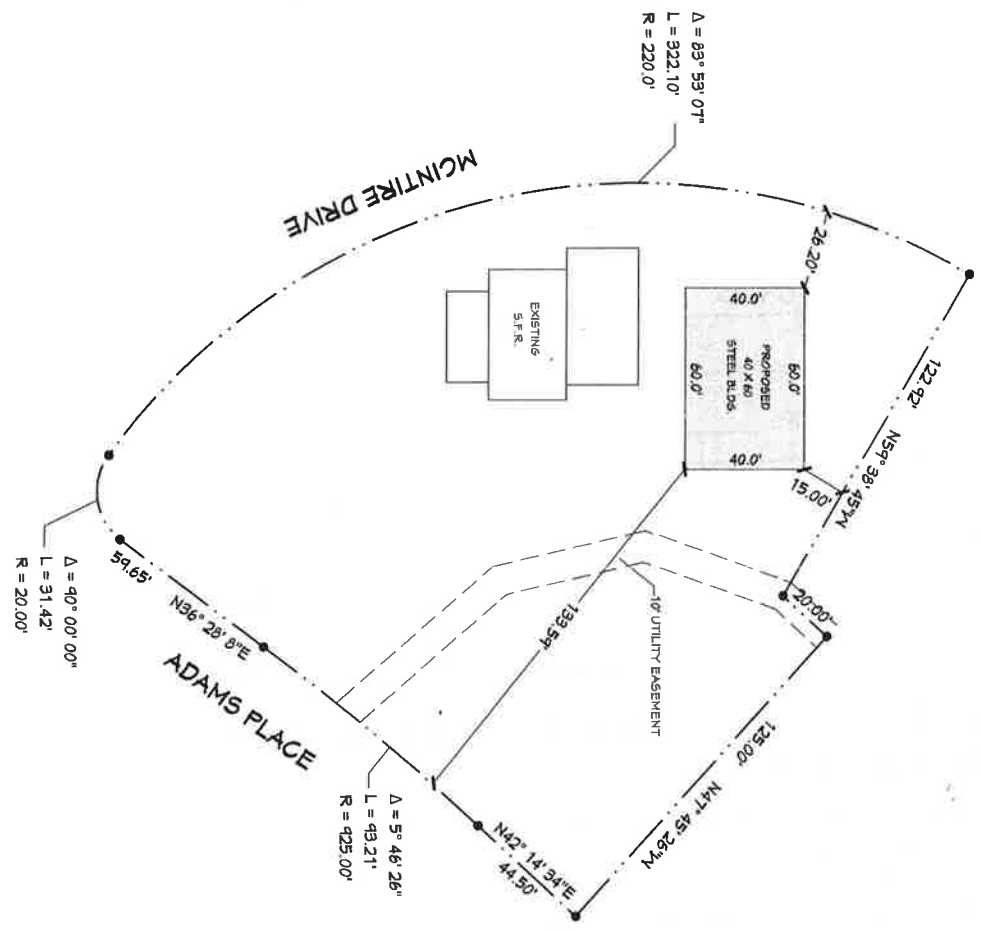
REQUIRED ITEMS for submittal of application:

- 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: [Signature] Date: 2/5/21

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



PROJECT DATA

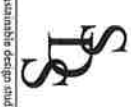
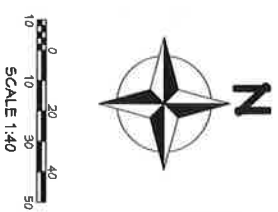
PROJECT ADDRESS: 3844 MCINTIRE DR
 LEGAL DESCRIPTION: COLONADO CITY, CO 81014
 PARCEL #: XXXXXXXXXX

LOT SIZE: 41,274.19 S.F.
 PROPOSED BUILDING: 2,400 S.F.
 EXISTING BUILDING: 3,331 S.F.
 LOT COVERAGE: 13.96 %
 BUILDING HEIGHT: XX'X"
 ZONING: R-4

SITE LEGEND

PROPERTY LINES AND CORNERS: ————
 UTILITY EASEMENT & SET BACK LINES: - - - - -

- NSIC TERMS:**
- D.G. = DETACHED GARAGE
 - S.F. = SINGLE FAMILY RESIDENCE
 - D.U. = DUAL EASEMENT
 - S.F. = SQUARE FOOTAGE
 - B.S.L. = BUILDING SETBACK LINE
1. SLOPE ALL FINISHED GRADE AWAY FROM FOUNDATION
 2. FIELD VERIFY ALL DIMENSIONS, LAYOUT, ELEVATIONS, AND SITE UTILITIES



Sustainable design studio
 2700 W. 10TH AVE.
 DENVER, CO 80202
 303.733.1111
 www.sustainable-design-studio.com

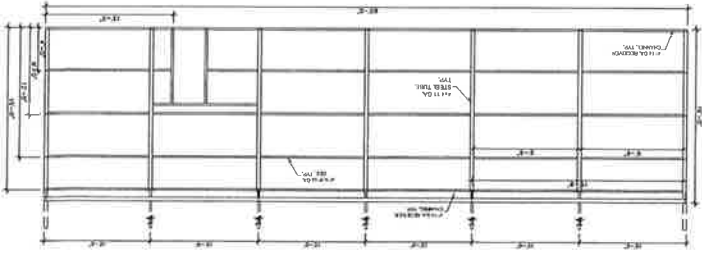
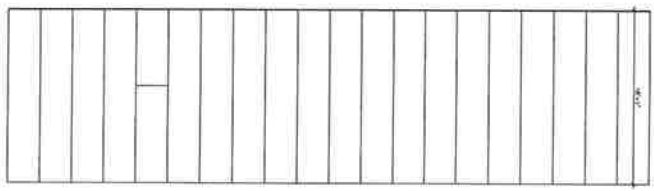
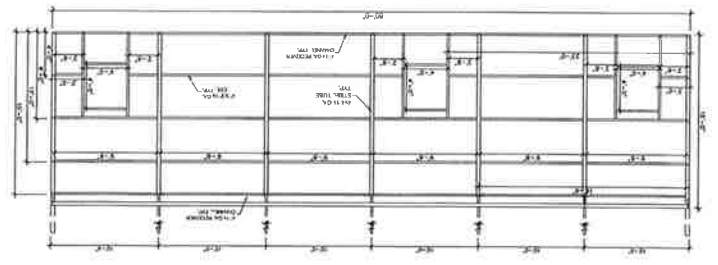
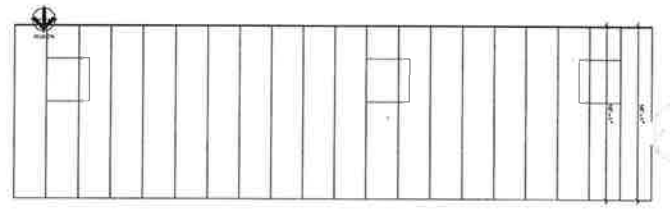
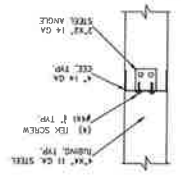
PLOT PLAN
 FOR
JAMES & MARIA DETTORE
 3844 MCINTIRE DR., CO. 81014
 COLONADO CITY, CO
 PARCEL "A" OF THE LOT LINE VACATION 2020-28
 PARCEL # XXXXXXXXXX

SITE PLAN
 SP-1

THIS DRAWING IS THE PROPERTY OF THE ENGINEER AND ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT IS STRICTLY PROHIBITED. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS DRAWING.

FRAMING PLAN

GIRT CONN.



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/15/2023
2	ISSUED FOR CONSTRUCTION	11/01/2023
3	ISSUED FOR AS-BUILT	12/01/2023



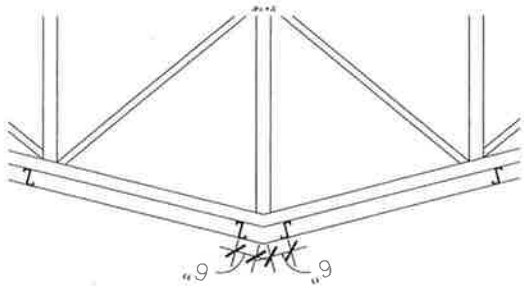
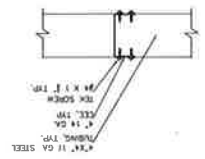
PROJECT NO.	DATE
DESCRIPTION	SCALE
DESIGNED BY	CHECKED BY
APPROVED BY	



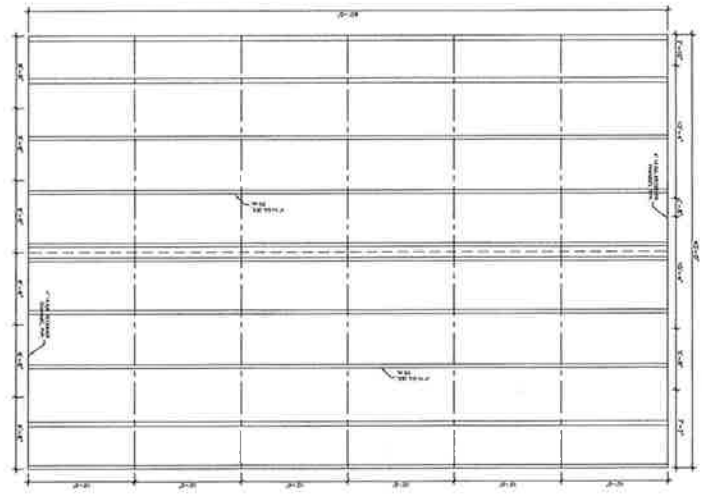
FRAMING PLAN

THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. ANY UNAUTHORIZED USE OF THIS DOCUMENT IS PROHIBITED.

PURLIN CONN



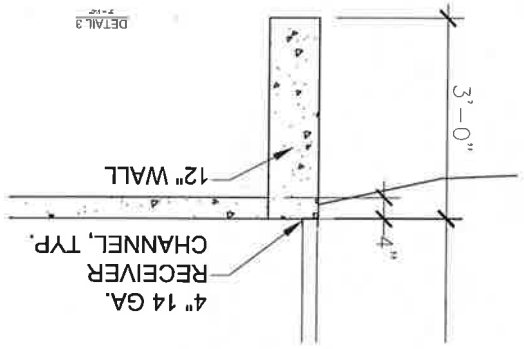
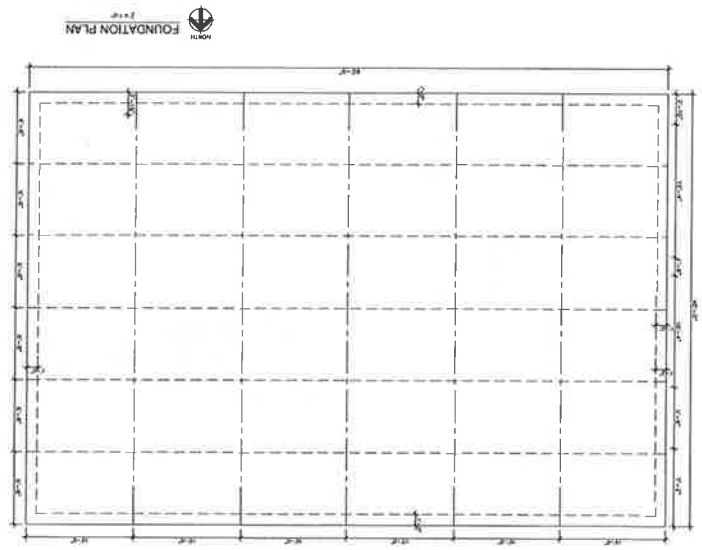
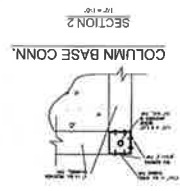
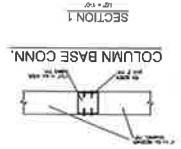
FRAMING PLAN



THESE FOUNDATION DRAWINGS ARE THE PROPERTY OF THE ENGINEER AND ARCHITECT. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THESE DRAWINGS WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT IS STRICTLY PROHIBITED. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THESE DRAWINGS.

FOUNDATION PLAN

NOTE: NO CORING, LABORATORY ANALYSIS, OR SOUNDINGS WERE CONDUCTED FOR THE DETERMINATION OF THE INTERIOR SOIL PROFILE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING PROPER SOIL CAPACITY AND REPAIRS AFTER SHORING, EXCAVATING, AND MOVED BUILDINGS ARE REMOVED FROM THE EXISTING FOUNDATION. THE EXISTING FOUNDATION SHALL BE REINFORCED AT AN OPTIMUM MAXIMUM CONCENTRATION OF 4% - 5% PER STANDARD PRACTICE. MINIMUM SOIL BEARING CAPACITY REQUIRED = 1,500 PSF. BUILDING SITE AND ADJACENT AREAS MUST BE PROPERLY GRADED TO ELIMINATE THE POSSIBILITY OF STANDING OR FLOWING WATER. SOIL MUST BE COMPACTED BY A MINIMUM 20 TON ROLLER/COMPACTOR FOR CONCRETE SLAB. THE SUBGRADE AND FILL MUST BE COMPACTED TO 95% PROCTOR DENSITY WITH 10% T.L. OR 5% T.D. FOR A DEPTH OF 12". MINIMUM CONCRETE COMPRESSIVE STRENGTH REQUIRED FC = 4,000 PSI @ 28 DAYS. CONCRETE SHALL BE PLACED IN 3.0' STRIPATIONS. REINFORCING STEEL SHALL BE ASTM A 615 GRADE 60 LAPPED A MINIMUM OF 12" AND SHALL NOT BE WELDED.

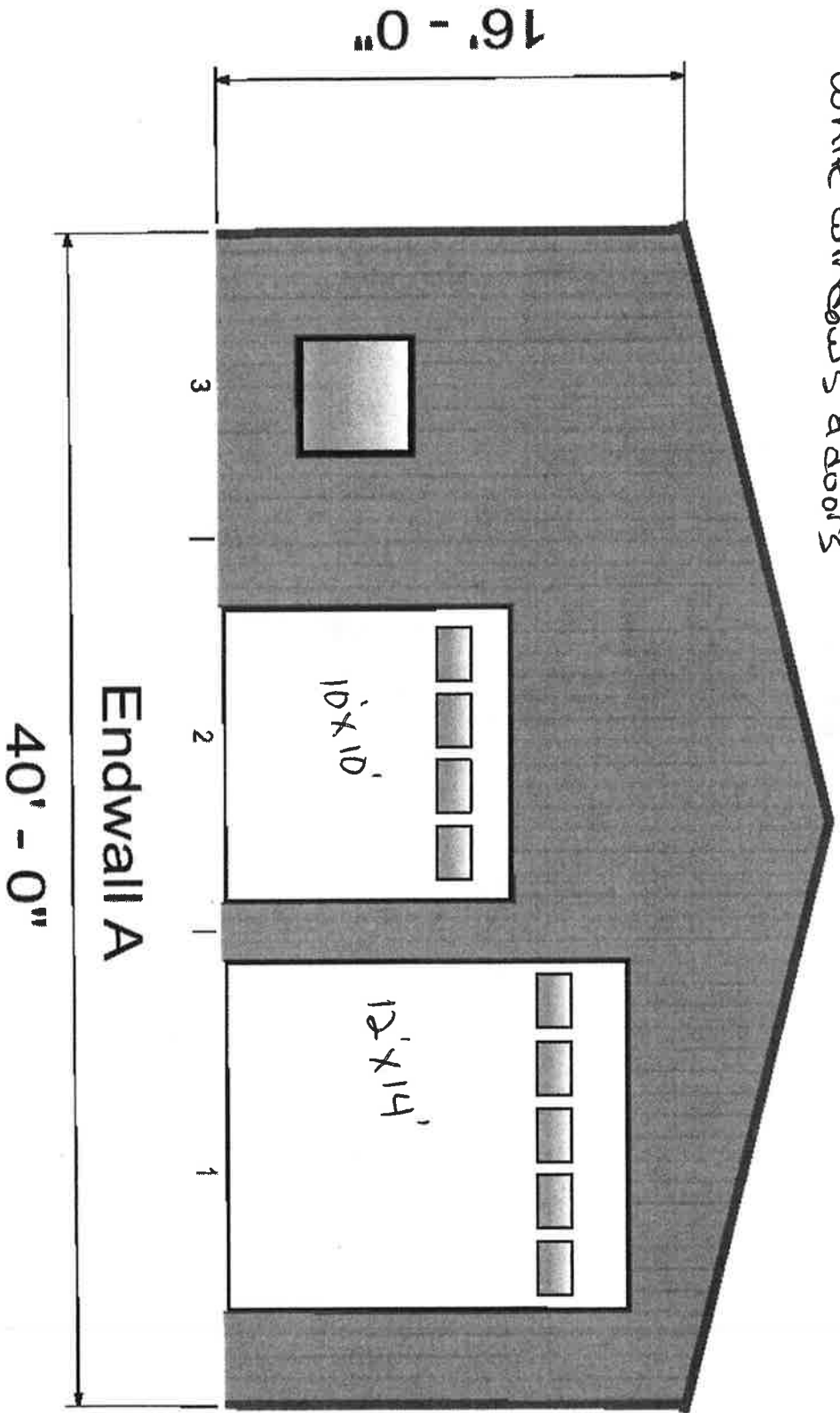


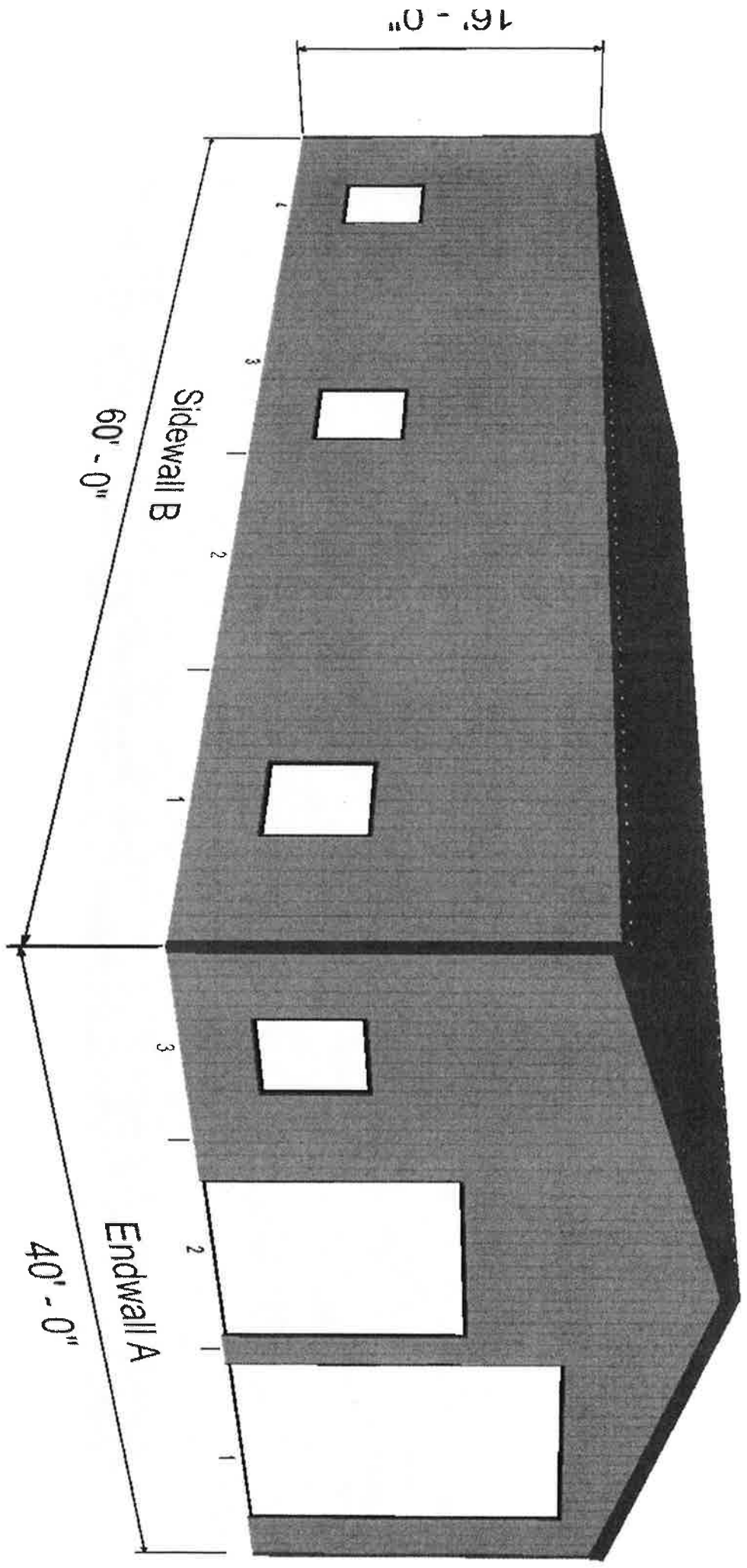
PROJECT NO. 12345

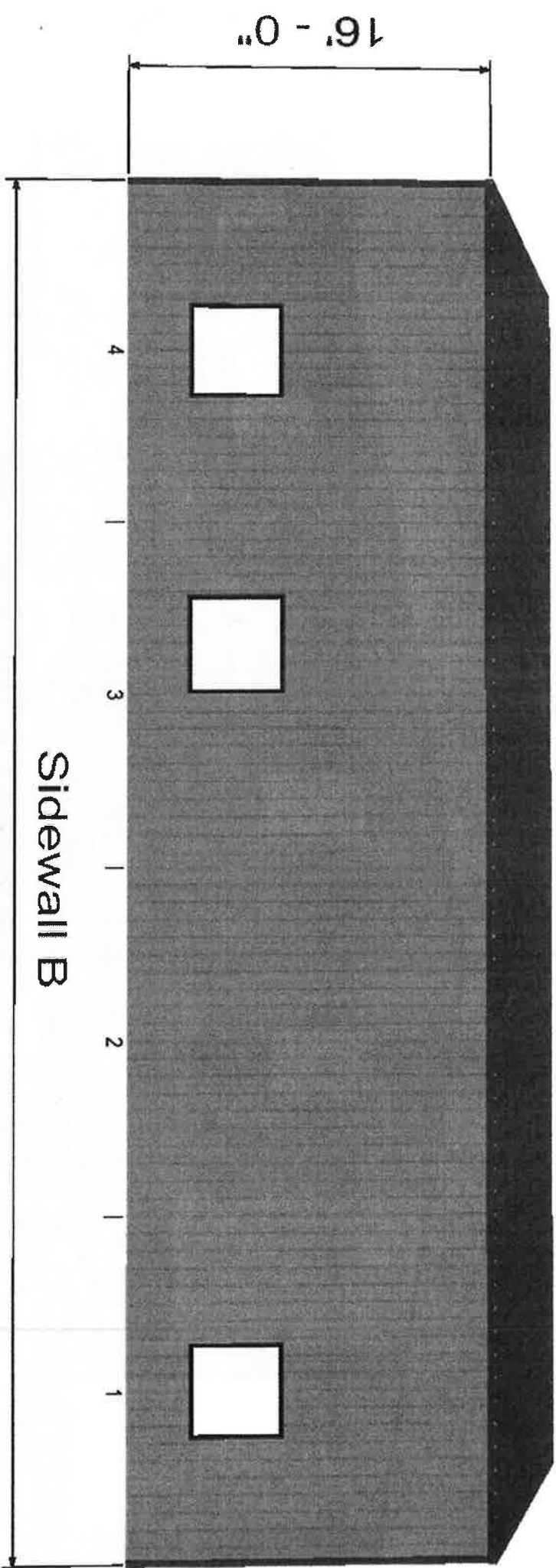
 SHEET NO. 1 OF 1

 DATE: 12/31/2024

Charcoal roof & trim
Light Grey sides
White windows & doors







16' - 0"

4

3

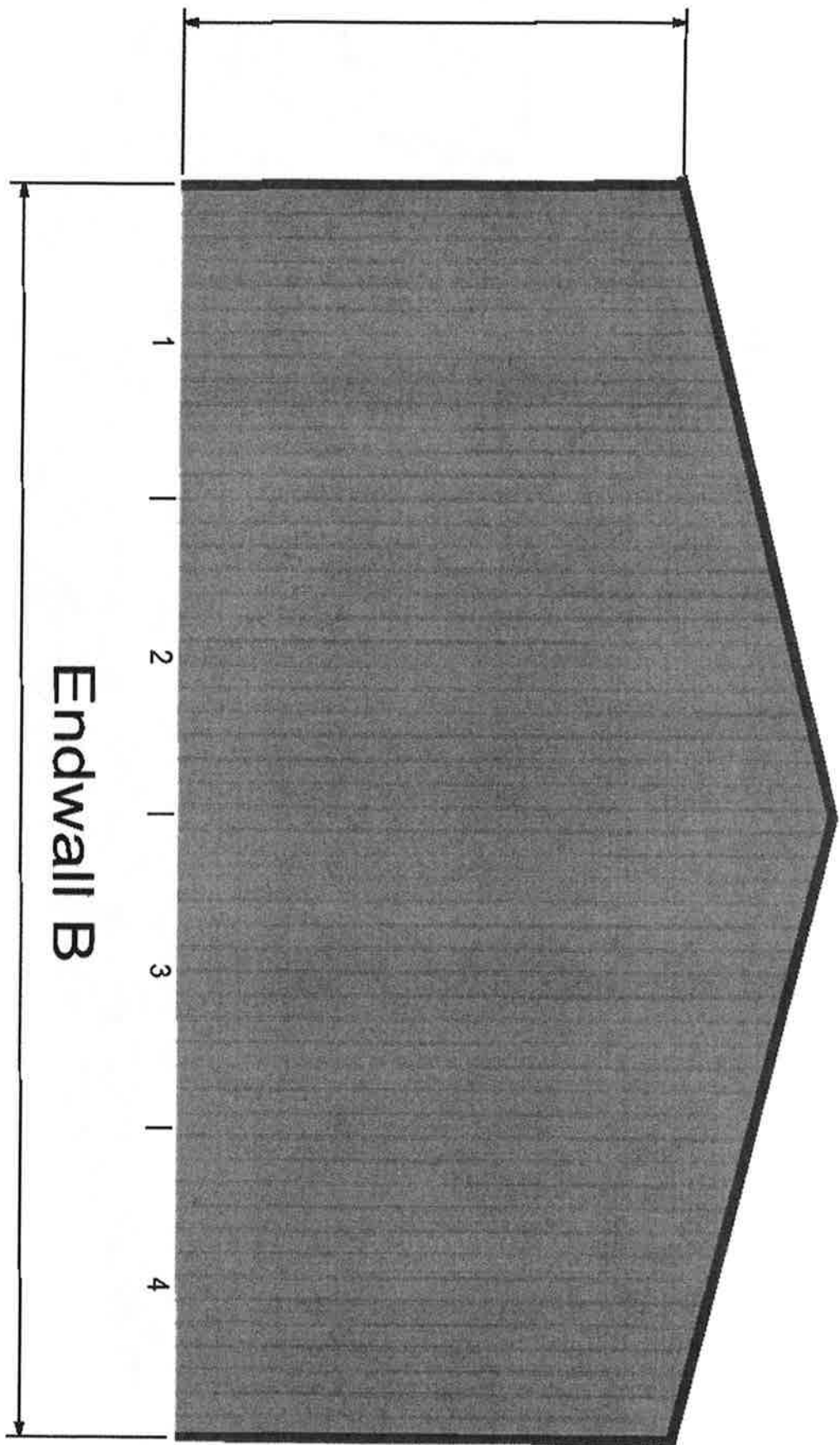
2

1

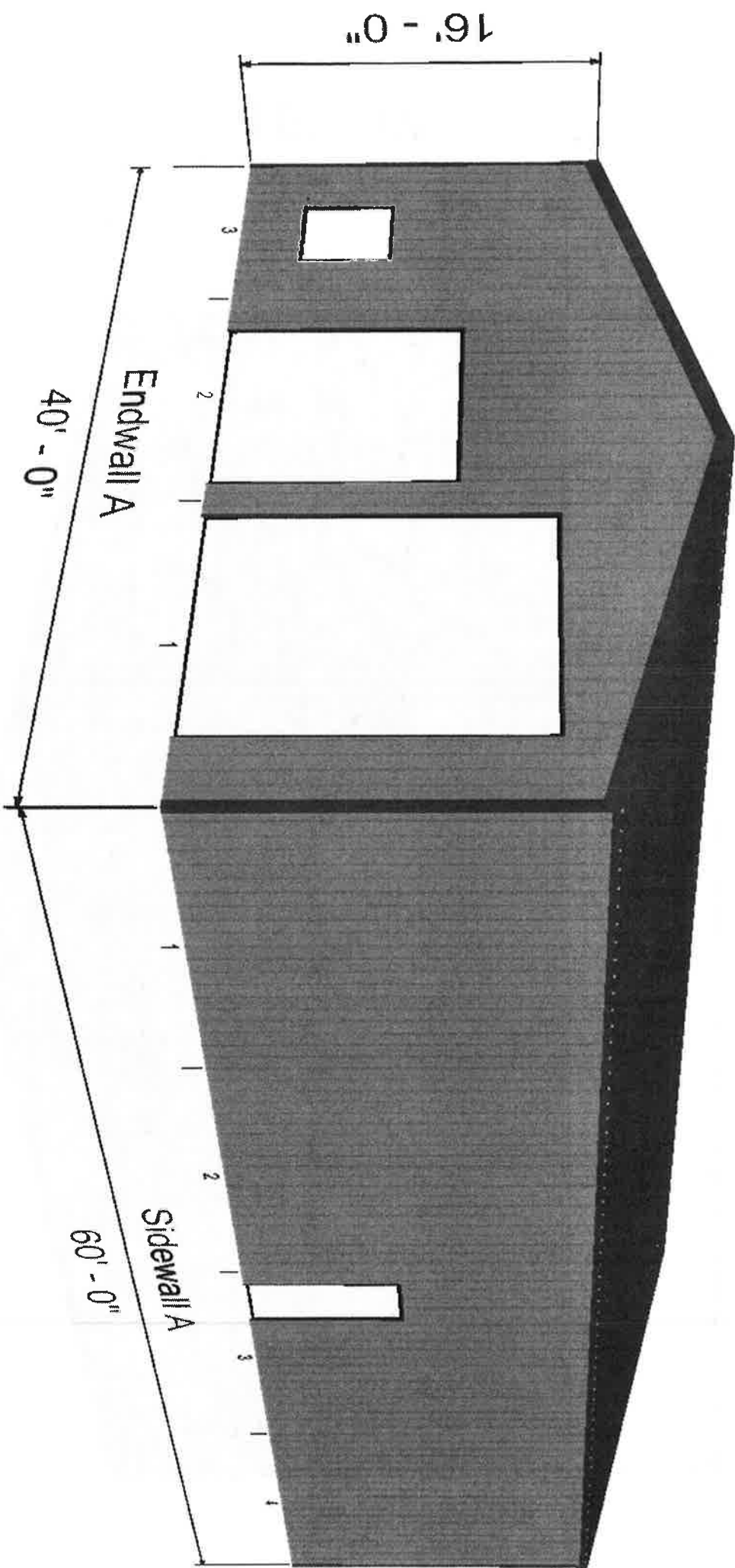
Sidewall B

60' - 0"

16' - 0"



Endwall B
40' - 0"



Jim Dettore

3884 Mcintire Dr.

Colorado City, CO 81019

Phone – 601-842-7718

40' X 60' Garage

Parcel A, lot line vacation No. 2020-028



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: ABEL TAPIA
Mailing Address: 11 Judge's DREAM LN City: Pueblo
State: CO ZIP: 81005 Telephone: 719 671 3311

CONTRACTOR

Contractor: ABEL TAPIA
Mailing Address: SAME City: _____
State: _____ ZIP: _____ Telephone: _____

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

County R-1 CC-R-1 R-2

Lot: 72 Unit: 6 Legal address, (please verify with CC Metro District): 4681 Cummings Street

Type construction: Stick Frame Mobile homes: New Used - Year built: _____

Floor area square footage: 1250 + Square footage required by covenants: 1250

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: [Signature] Date: 2/11/21

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.
- 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

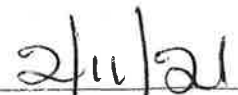
NOTE: A Late Fee amounting to double the original filing fee will be charged if filing application AFTER construction has begun. For instance, if filing after construction of a shed, that amount would be \$80 (\$40 application fee + \$40 late fee) and must accompany application.

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: _____



LEGEND
 G1-SITE PLAN/SECTION & DETAIL
 A1-FOUNDATION/FLOOR PLANS
 A2-ELEVATIONS
 E1-ELECTRICAL PLAN

GENERAL NOTES

1. CONTRACTOR FOR THE PROJECT SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF COLORADO REGULATIONS AND ORDINANCES.

3. BEFORE COMMENCEMENT OF THE WORK, THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS SHOWN ON THE DRAWINGS.

4. THESE DRAWINGS REQUIRE COMPLETE AND ACCURATE FIELD MEASUREMENTS TO BE TAKEN AT THE TIME OF CONSTRUCTION FOR THE PROPOSED EXTENSION OF THE WORK.

5. IF AS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE DIMENSIONS FOR BOTH EXISTING AND PROPOSED CONDITIONS, THE CONTRACTOR SHALL CONTACT THE DESIGN PROFESSIONAL IMMEDIATELY UPON THE DISCOVERY OF THESE DIMENSIONS AND DOCUMENT THE DISCREPANCY.

6. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

7. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING UTILITIES AND SERVICES PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COLORADO.

8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COLORADO.

9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COLORADO.

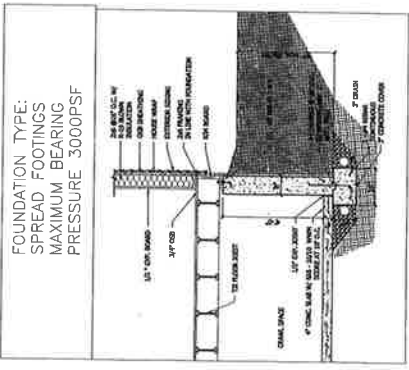
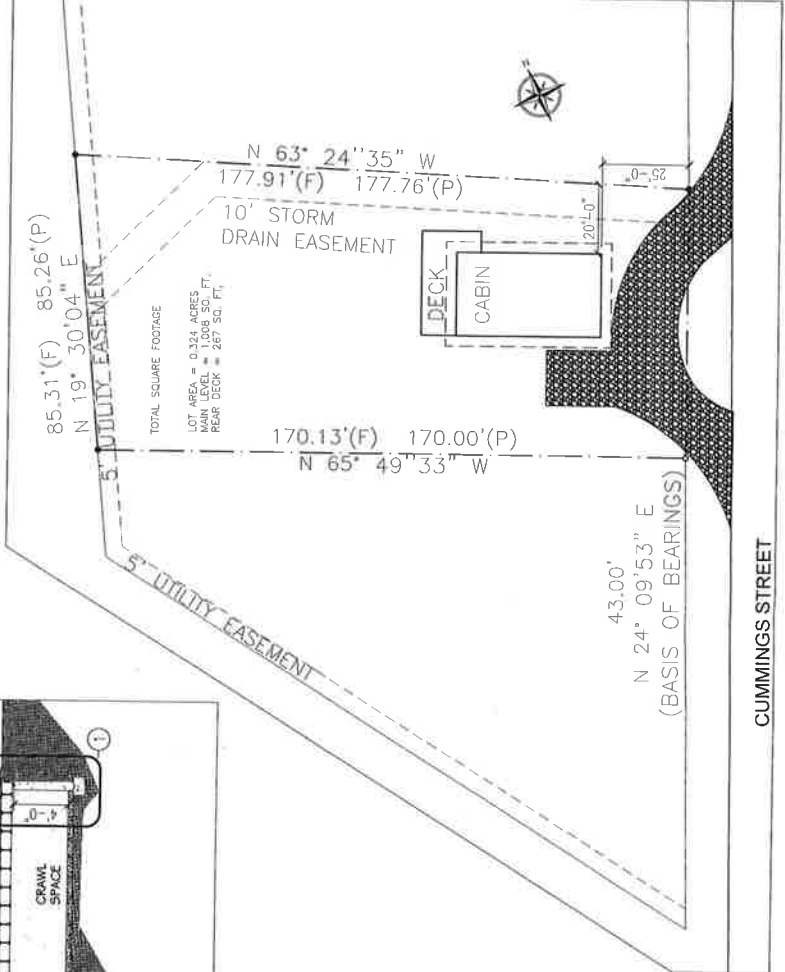
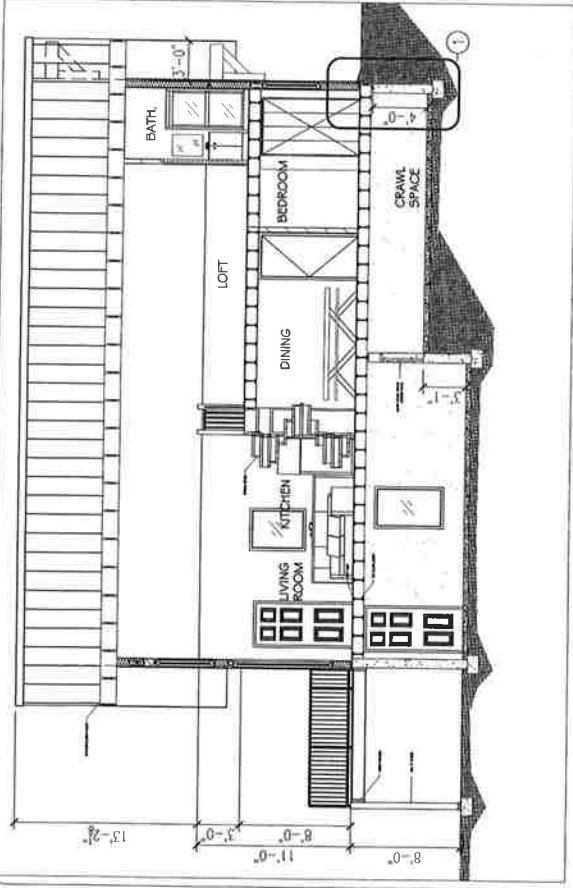
10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COLORADO.

No.	Revised/Issue	Date

Project Name and Address
 TAPIA CABIN
 LOT 72, UNIT 6
 COLORADO CITY

TAPIA'S CABIN
 01/21/2021
 As Noted

G1



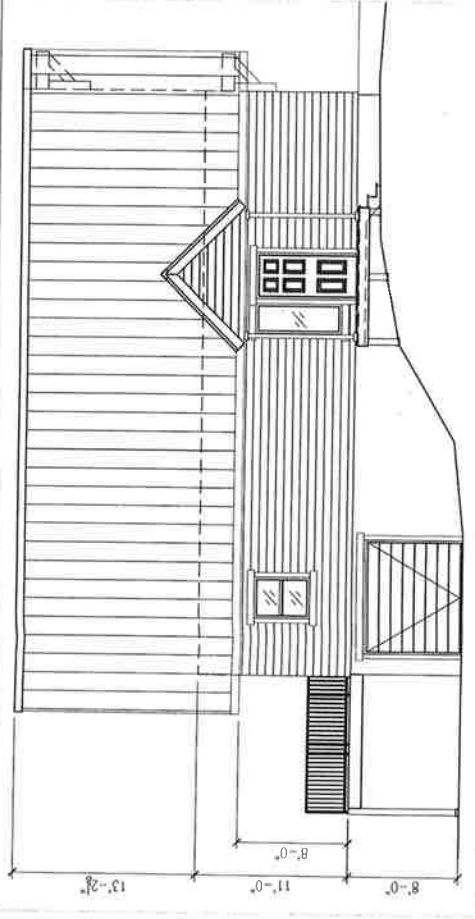
SITE PLAN
 Scale: 1/16" = 1'

General Notes	
No.	Revisions/Issue
	Date

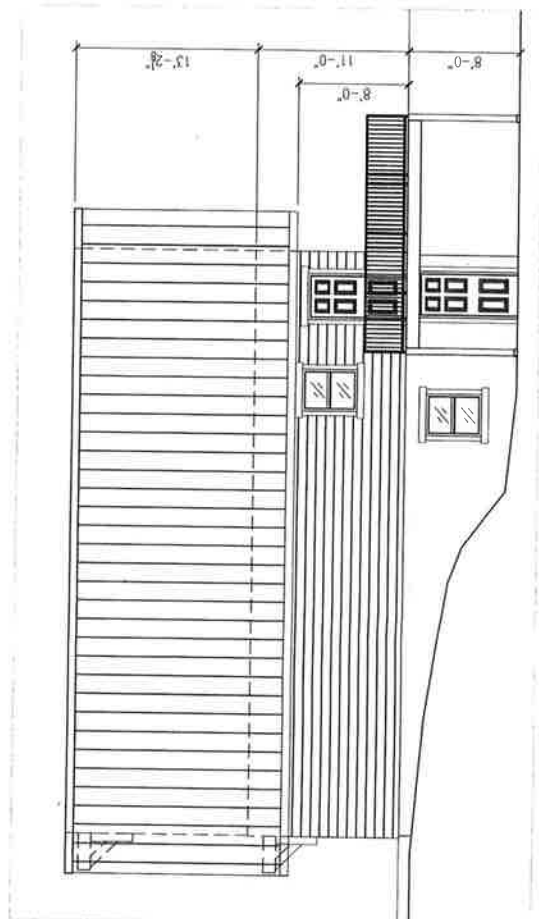
Project Name and Number

TAPIA'S CABIN
 LOT 72, UNIT 6
 COLORADO CITY
 COLORADO

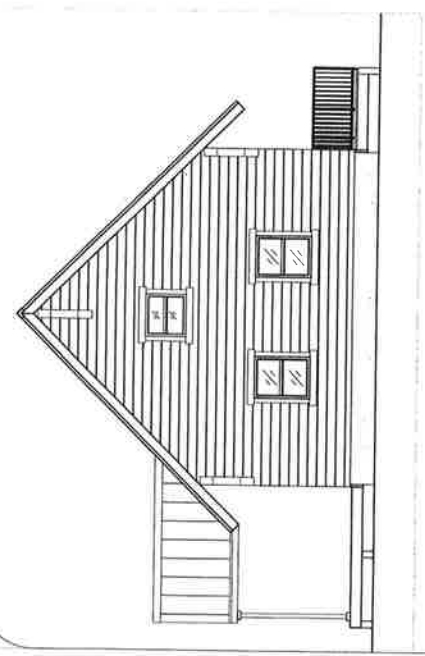
Sheet No. **A2**
 Date: 01/21/2021
 Scale: As Noted



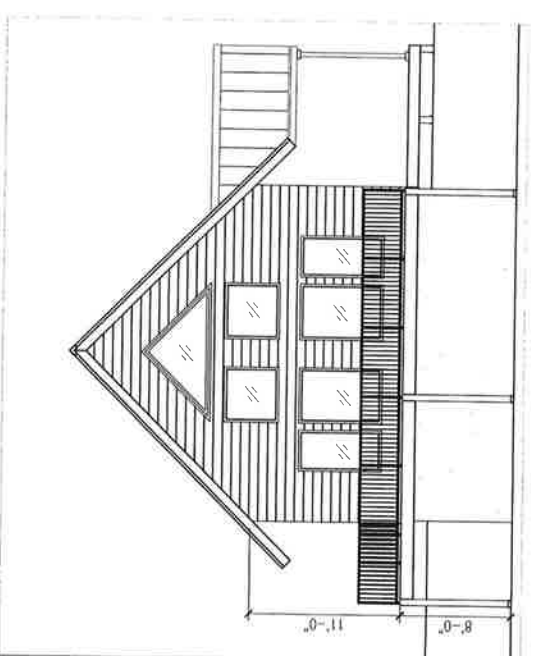
WEST ELEVATION
 Scale: 1/4" = 1'



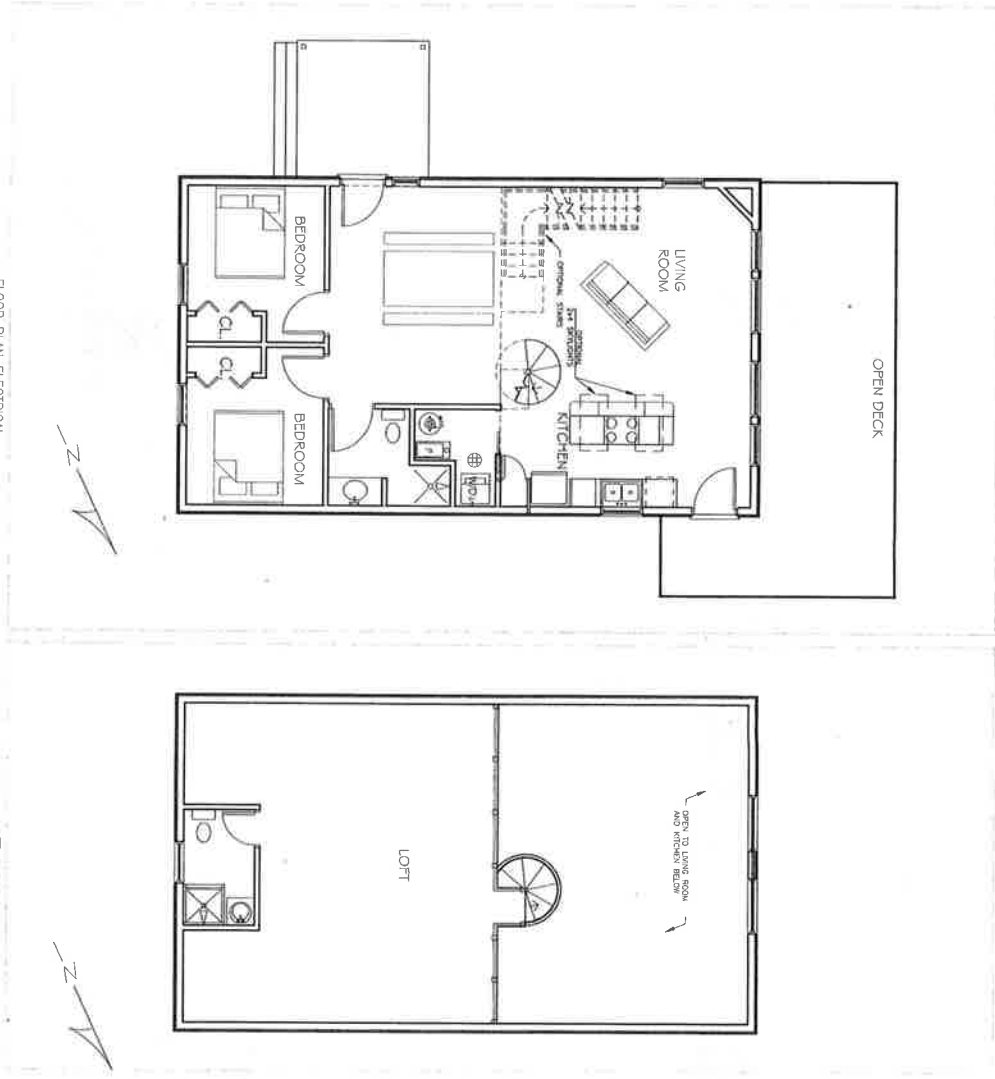
EAST ELEVATION
 Scale: 1/4" = 1'



SOUTH ELEVATION
 Scale: 1/4" = 1'



NORTH ELEVATION
 Scale: 1/4" = 1'



FLOOR PLAN ELECTRICAL
Scale: 1/4" = 1'

LOFT ELECTRICAL
Scale: 1/4" = 1'

<p>Project Name and Address TAPPA'S CABIN LOT 72A, UNIT 6 COLORADO</p>		<p>Sheet No. E1</p>
<p>Project No. 01/21/2021</p>		
<p>Author As Noted</p>		<p>Checked Date</p>
<p>Reviewed/Date</p>		<p>Date</p>



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: JOHN DEVENCENTY
 Mailing Address: 25367 GALE RD City: Pueblo
 State: CO ZIP: 81004 Telephone: (719) 248-2553

CONTRACTOR			
Contractor:	<u>ATP CONSTRUCTION LLC</u>		
Mailing Address:	<u>SAME</u>	City:	<u>SAME</u>
State:	ZIP:	Telephone:	

Requested approval for: Commercial building Home Shed Fence Other: _____
C R-4 CC R-4

Lot: 1261 Unit: 14 Legal address, (please verify with CC Metro District): 4660 JEFFERSON BLVD

Type construction: NEW WOOD FRAME Mobile homes: New Used - Year built: _____

Floor area square footage: 1664 Square footage required by covenants: 1200

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: [Signature] Date: 2-17-21

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.
- Preliminary plans should be brought before CCAAC for approval. One (1) complete set of plans and specifications for construction, including all required items listed on the opposite side of this page, must be submitted for approval. Drawings must be professionally prepared and acceptable for the Pueblo Regional Planning Department.
- CCAAC meets the first and last Tuesdays of each month. After reviewing plans and specifications, CCAAC will approve the submitted plans by the next regular meeting (providing all requirements have been met). The Committee will retain one {1} set of approved plans. Incomplete applications will not be placed on a meeting agenda but will be returned to property owners for completion of missing information.
- Construction must not commence until you have received a Letter of Approval from CCAAC. As stated above, omissions of any information will delay the approval process. All construction must be confined to the lot listed on the reverse side of this document. Greenbelts and adjacent lots must not be used as access or storage during construction.
- **CCAAC is not responsible for any monetary losses you incur;** therefore, you are encouraged to obtain approval before proceeding with construction or purchases affected by this application.

CCAAC Fee Schedule

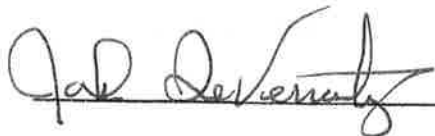
Please note that a check or money order for the appropriate amount must be included with your application

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

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

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

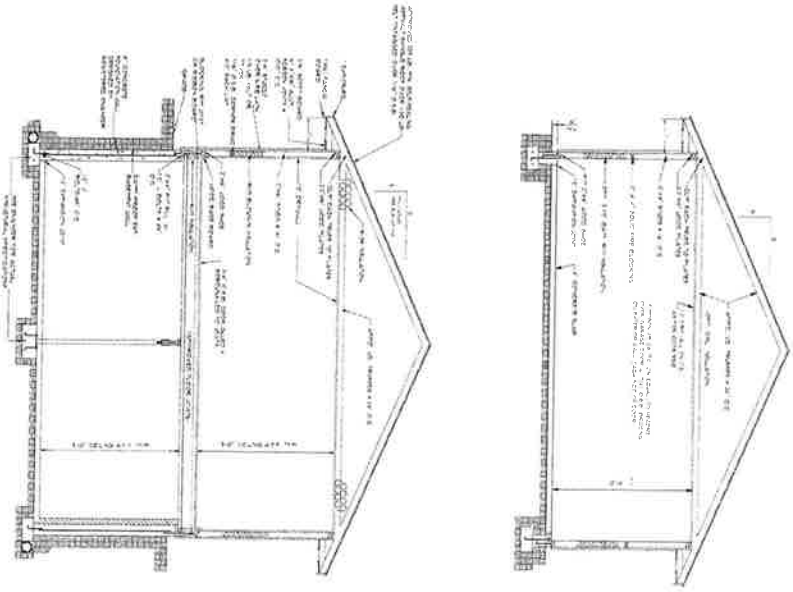
Property Owner Signature:



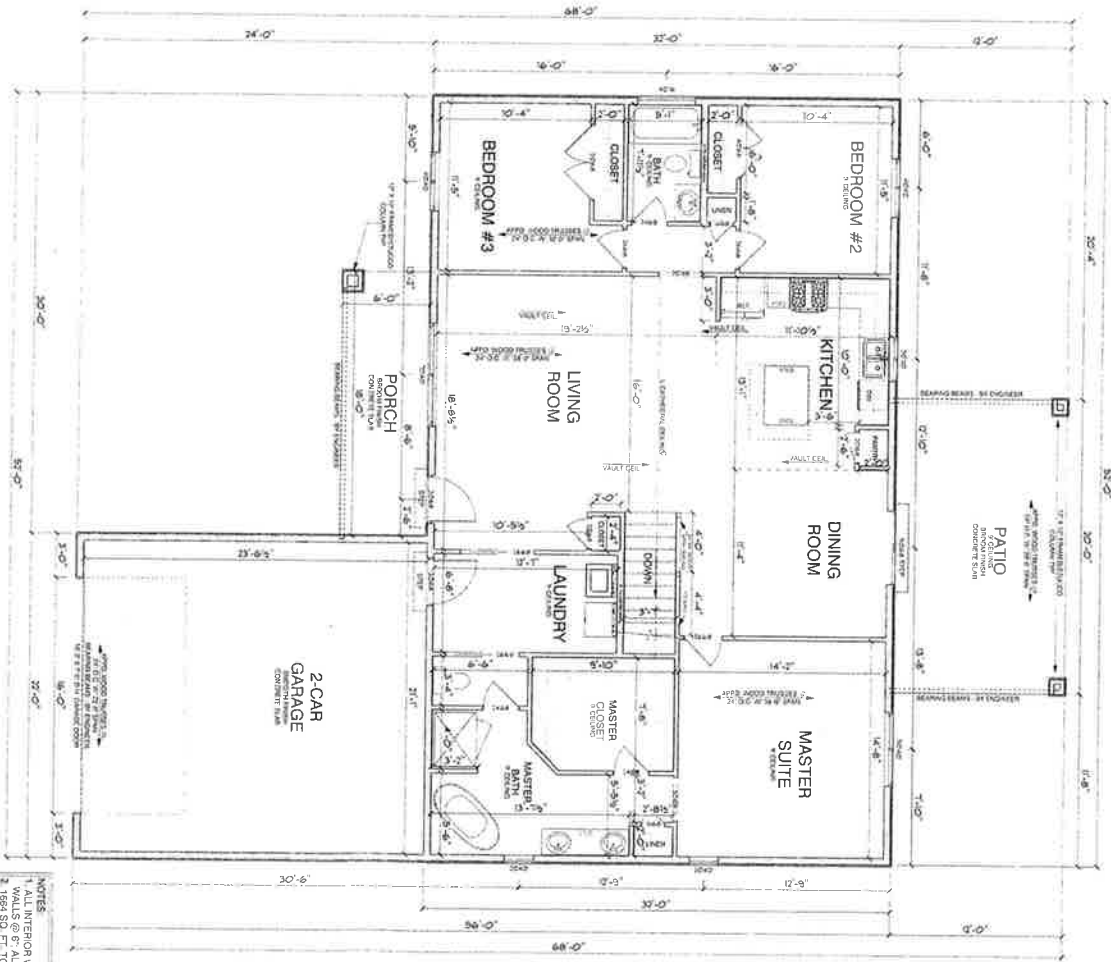
Date:

2-17-21

DETAILS



MAIN FLOOR
SCALE: 1/8" = 1'-0"



- NOTES**
1. ALL INTERIOR WALLS MEASURE @ 4"; EXCEPT FOR PLUMBING WALLS @ 8". ALL EXTERIOR WALLS MEASURE @ 6".
 2. FINISH FLOOR TO FINISH FLOOR.
 3. FINISH FLOOR TO FINISH FLOOR.
 4. ALL BEARING HEADERS NOT NOTED TO BE A 2x4x12 BEAM.
 5. ALL BEARING HEADERS NOT NOTED TO BE A 2x4x12 BEAM.
 6. ALL DIRECTIONS A MINIMUM OF 1500 ON THE FINISH FLOOR.
 7. REPORT SOILS REPORT SHALL BE AND SHALL BE REVIEWED BY THE DESIGNER TO FULLY REVIEW THE PLANS AND TO NOTIFY THE DESIGNER OF ANY DISCREPANCIES THAT MAY EXIST BEFORE PROCEEDING WITH CONSTRUCTION.
 8. ALL MEASUREMENTS TO BE FIELD VERIFIED.



JOB #: 21-02-024
SCALE: AS NOTED
DATE: 2/16/2021
DRAWN BY: RAD
CHECKED BY:
REVISION:
DATE:

A Residential Design For
ATP Construction
4648 Jefferson Blvd.
Colorado City, Colorado 81019

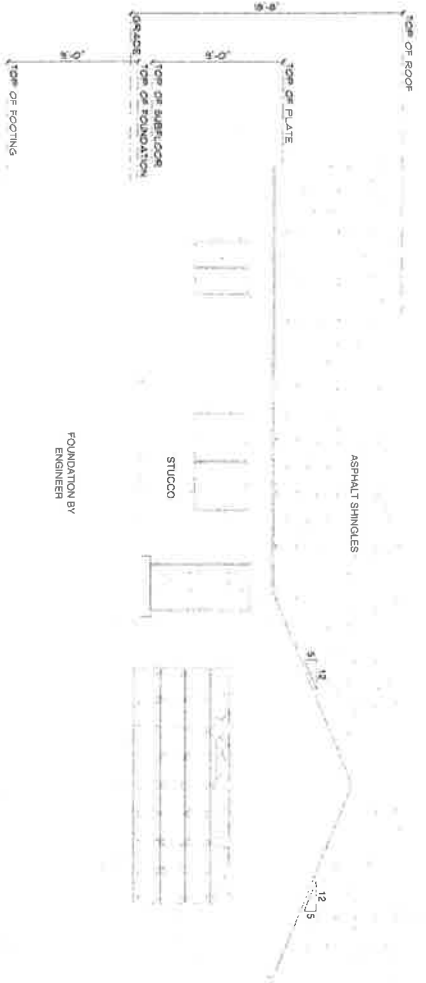
A1 OF 03

RAD Custom Home Design
44 E. Spaulding Ave. Suite 17 Pueblo West, Colorado 81007
Office - (719) 560-0200 Cell (303) 525-5076
Website: RADCustomHomeDesign.com Email: rick@radchd.com

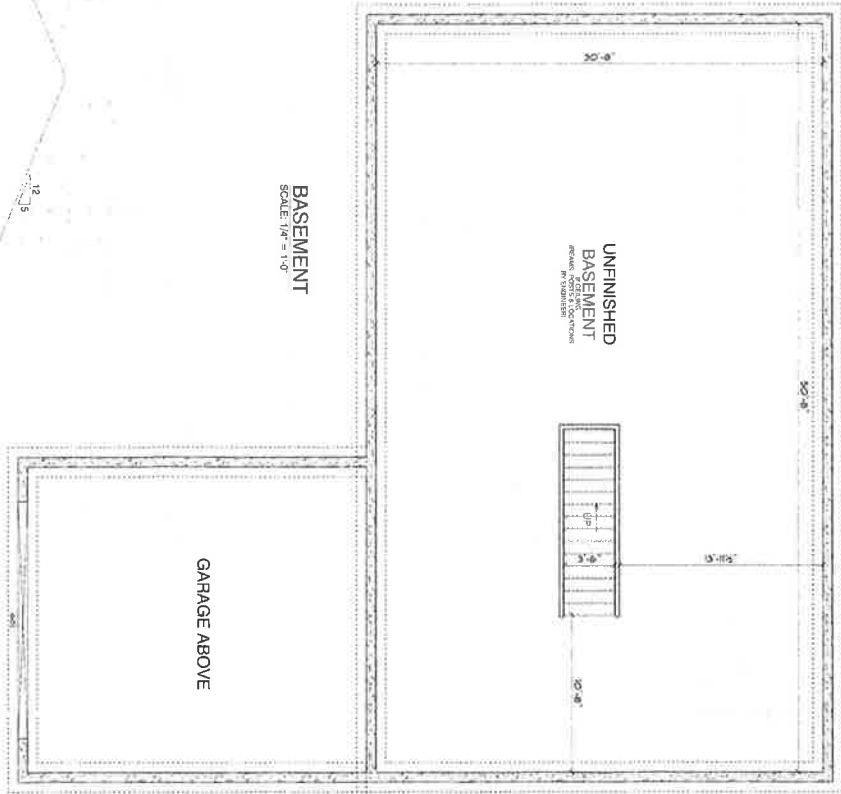
OPENING SCHEDULES

DOOR SCHEDULE			
SIZE	COUNT	LIBRARY NAME	HIDE
3046	2	Interior Door/Colonial	R
3026	1	Exterior Door/Patio	RN
16070	1	Garage	U
1688	1	Interior Door/Colonial	L
2095	2	Interior Door/Colonial	L
2488	1	Interior Door/Colonial	L
2488	2	Interior Door/Colonial	R
2095	2	Interior Door/Colonial	R
4088	1	Interior Door/Colonial	LN
5088	1	Interior Door/Colonial	LN
2488	2	Interior Door/Patio	N

WINDOW SCHEDULE			
SIZE	COUNT	LIBRARY NAME	ESPELGS
3040	1	Window/Clamshell	No
4016	1	Window/Clamshell	No
2040	1	Window-Style Hung	No
4040	2	Window/Sliver	Yes
3040	1	Window/Sliver	Yes
2000	1	Window/Sliver	No
5040	1	Window/Sliver	Yes



FRONT ELEVATION
SCALE 1/4" = 1'-0"



BASEMENT
SCALE 1/4" = 1'-0"

GARAGE ABOVE



JOB # 21420204
 SCALE 1/4" = 1'-0"
 DATE 2/16/2021
 DRAWN BY RAD
 CHECKED BY:
 REVISION:
 DATE:

A Residential Design For
 ATP Construction

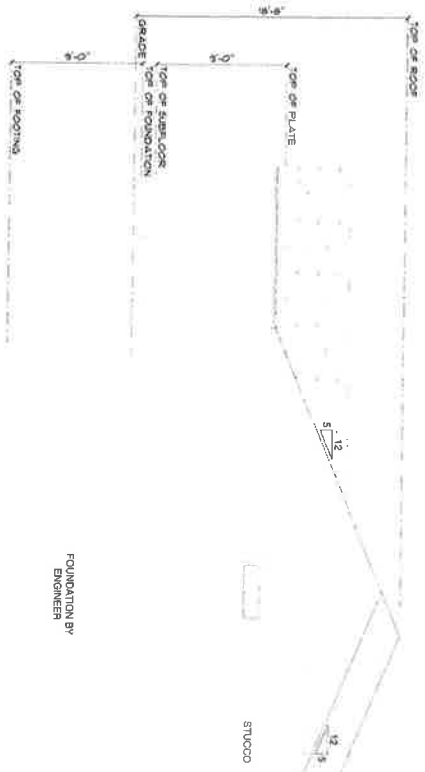
1648 Jefferson Blvd.
 Colorado City, Colorado 81019

BASEMENT & FRONT ELEVATION

A2 OF
 03

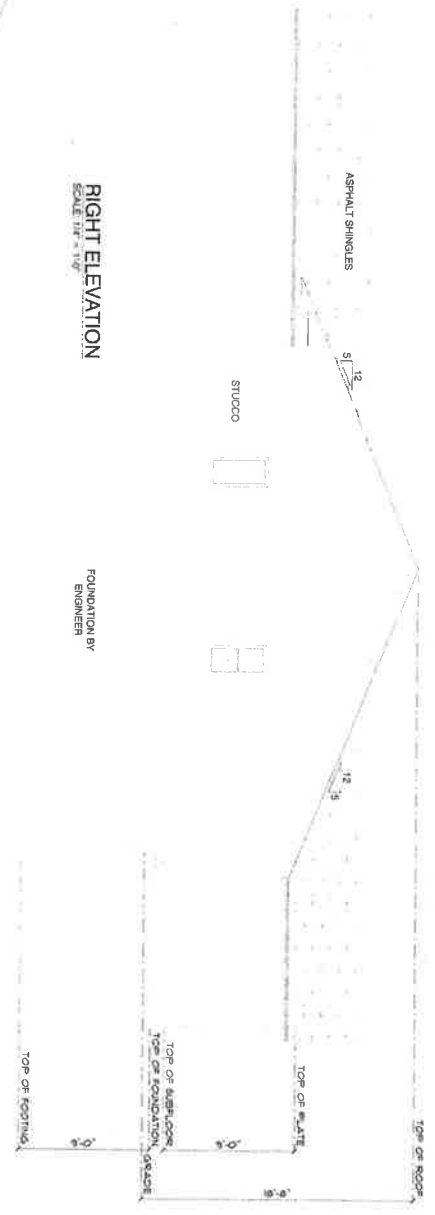
RAD Custom Home Design

44 E. Spaulding Ave. Suite 17 Pueblo West, Colorado 81007
 Office - (719) 560-0200 Cell (303) 525-5076
 Website: RADCustomHomeDesign.com Email: rick@radchd.com



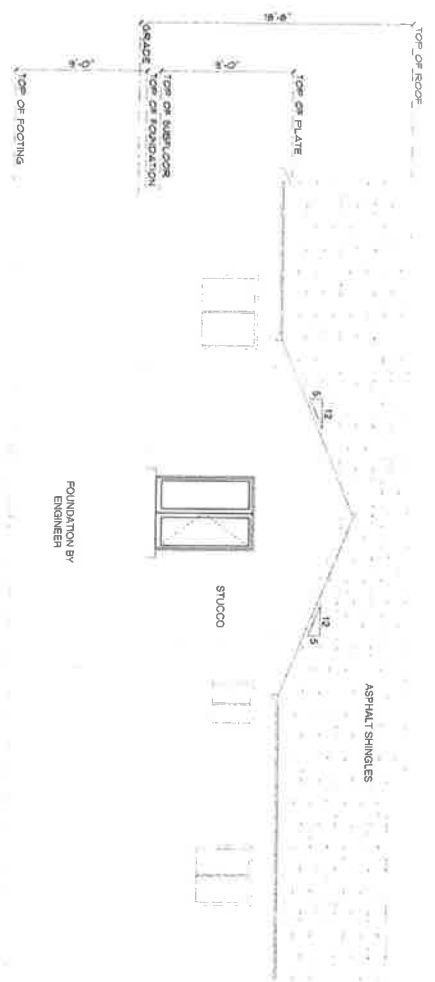
RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

FOUNDATION BY
ENGINEER



LEFT ELEVATION
SCALE: 1/4" = 1'-0"

FOUNDATION BY
ENGINEER



REAR ELEVATION
SCALE: 1/4" = 1'-0"

FOUNDATION BY
ENGINEER



JOB #: 21-02-024
SCALE: 1/4" = 1'-0"
DATE: 2/18/2021
DRAWN BY: RAD
CHECKED BY:
REVISION:
DATE:

**A Residential Design For
ATP Construction**

4648 Jefferson Blvd.
Colorado City, Colorado 81019

**A3 OF
03**

RAD Custom Home Design

44 E. Spaulding Ave. Suite 17 Pueblo West, Colorado 81007
Office - (719) 560-0200 Cell (303) 525-5076
Website: RADCustomHomeDesign.com Email: rick@radchd.com

ELEVATIONS



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: JOHN DEVENCENTY
 Mailing Address: 25367 DALE RD City: Pueblo
 State: CO ZIP: 81006 Telephone: (719) 248-2553

CONTRACTOR			
Contractor:	<u>ATP CONSTRUCTION LLC</u>		
Mailing Address:	<u>25367 DALE RD</u>	City:	<u>Pueblo</u>
State:	<u>CO</u>	ZIP:	<u>81006</u>
		Telephone:	<u>(719) 248-2553</u>

Requested approval for: Commercial building Home Shed Fence Other: _____
CR-4 CC R-4

Lot: 1262 Unit: 1A Legal address, (please verify with CC Metro District): 4648 JEFFERSON BLVD.

Type construction: NEW WOOD FRAME Mobile homes: New Used - Year built: _____
 Floor area square footage: 1664 Square footage required by covenants: 1200

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: John Devencenty Date: 2-17-21

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.
- Preliminary plans should be brought before CCAAC for approval. One (1) complete set of plans and specifications for construction, including all required items listed on the opposite side of this page, must be submitted for approval. Drawings must be professionally prepared and acceptable for the Pueblo Regional Planning Department.
- CCAAC meets the first and last Tuesdays of each month. After reviewing plans and specifications, CCAAC will approve the submitted plans by the next regular meeting (providing all requirements have been met). The Committee will retain one (1) set of approved plans. Incomplete applications will not be placed on a meeting agenda but will be returned to property owners for completion of missing information.
- Construction must not commence until you have received a Letter of Approval from CCAAC. As stated above, omissions of any information will delay the approval process. All construction must be confined to the lot listed on the reverse side of this document. Greenbelts and adjacent lots must not be used as access or storage during construction.
- **CCAAC is not responsible for any monetary losses you incur;** therefore, you are encouraged to obtain approval before proceeding with construction or purchases affected by this application.

CCAAC Fee Schedule

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

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

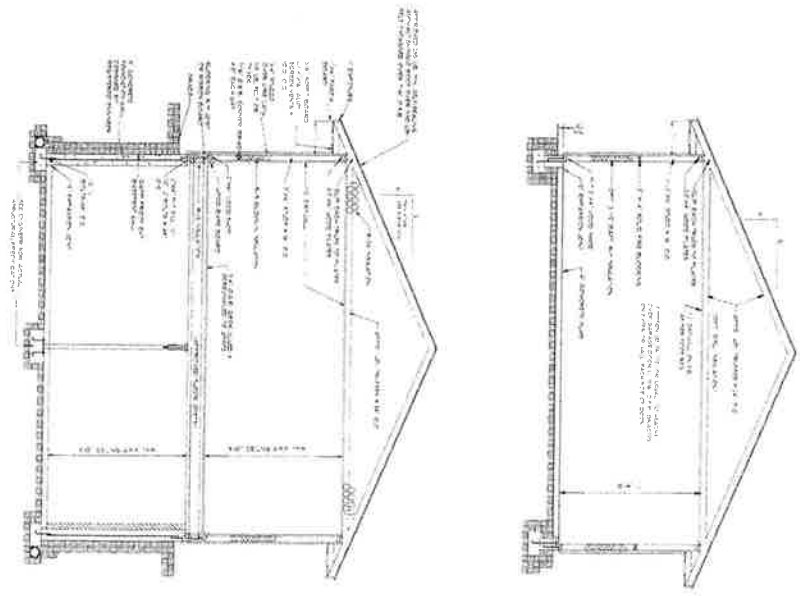
NOTE: A Late Fee amounting to double the original filing fee will be charged if filing application AFTER construction has begun. For instance, if filing after construction of a shed, that amount would be \$80 (\$40 application fee + \$40 late fee) and must accompany application.

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

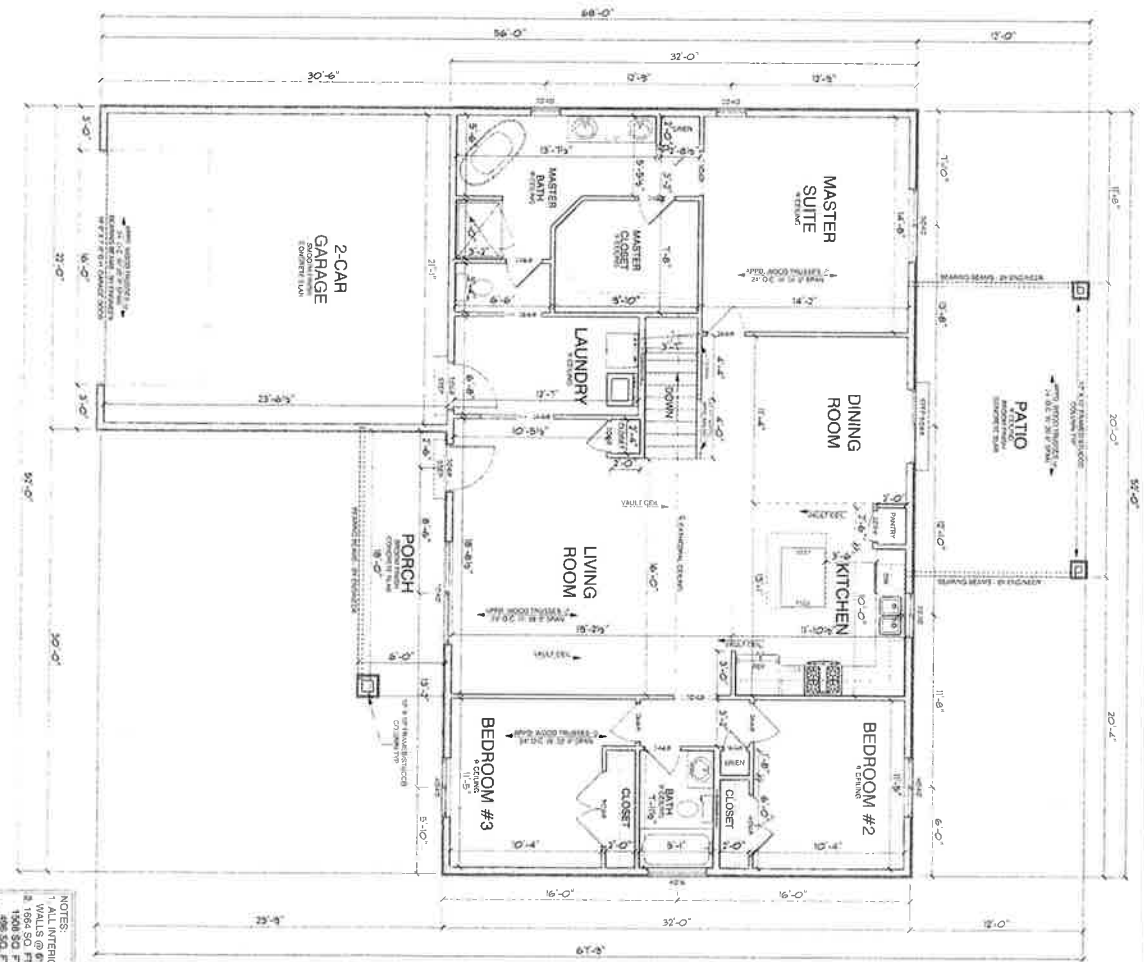
Property Owner Signature:



Date: 2-17-21



DETAILS
SCALE: 1/4" = 1'-0"



MAIN FLOOR
SCALE: 1/4" = 1'-0"

- NOTES:
1. ALL INTERIOR WALLS MEASURE @ 4" EXCEPT FOR PLUMBING WALLS @ 6" ALL EXTERIOR WALLS MEASURE @ 6"
 2. 1500 SQ. FT. UNFINISHED BASEMENT
 3. 400 SQ. FT. IN GARAGE
 4. ALL BEARING MEMBERS NOT NOTED TO BE A 2X12 BEAM
 5. ALL DIRECTIONS A UNLESS OTHERWISE NOTED
 6. REPORT SOILS REPORT SHALL
 7. REVIEW THE PLANS AND TO NOTIFY THE DESIGNER OF ANY DISCREPANCIES THAT MAY EXIST BEFORE PROCEEDING WITH CONSTRUCTION
 8. BUILDER TO SUPPLY A CARBON MONOXIDE DETECTOR
 9. ALL MEASUREMENTS TO BE FIELD VERIFIED



JOB #	21-02-025
SCALE	As Shown
DATE	2/16/2021
DRAWN BY:	RAM
CHECKED BY:	
REVISION:	
DATE:	

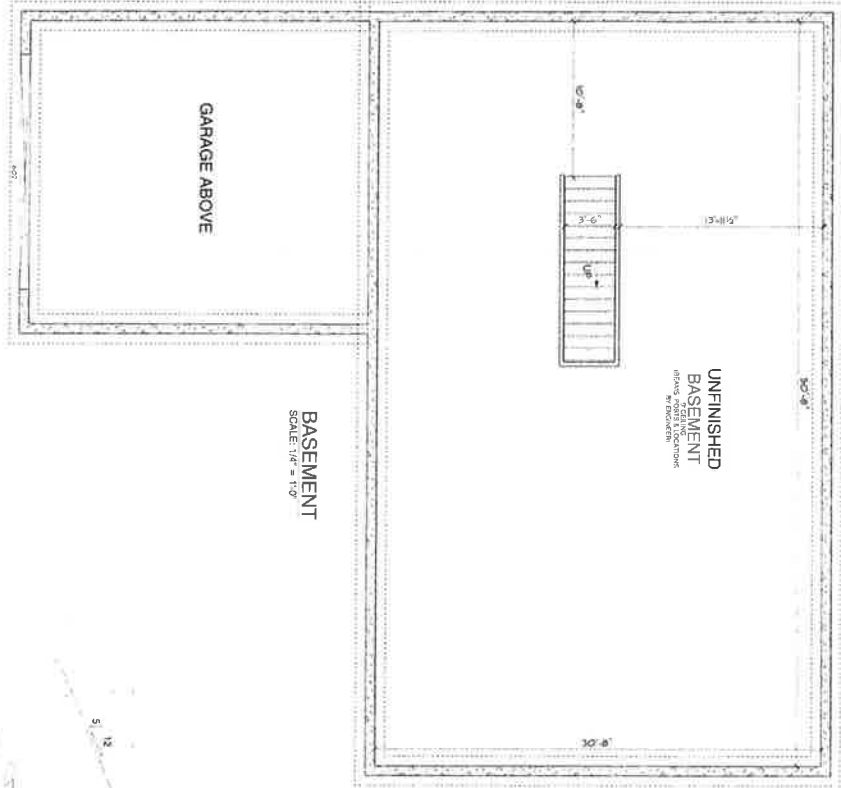
A Residential Design For
ATP Construction

4640 Jefferson Blvd.
Colorado City, Colorado 81019

A1 OF
03

RAD Custom Home Design

44 E. Spaulding Ave. Suite 17 Pueblo West, Colorado 81007
Office - (719) 560-0200 Cell (303) 525-5076
Website: RADCustomHomeDesign.com Email: rick@radchd.com



BASEMENT
SCALE: 1/4" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"

OPENING SCHEDULES

WINDOW SCHEDULE			
SIZE	COUNT	LIBRARY NAME	EDGELESS
2010	1	Window/Case	No
2010	1	Window/Case	No
2010	2	Window/Single Hung	Yes
2010	1	Window/Slider	Yes
2010	1	Window/Slider	Yes
2010	1	Window/Slider	Yes

DOOR SCHEDULE			
SIZE	COUNT	LIBRARY NAME	HANDED
2008	2	Interior Door/Case	N
2008	1	Interior Door/Case	N
16070	1	Garage	U
1424	1	Window Door/Case	L
1424	1	Window Door/Case	R
2008	2	Interior Door/Case	L
2008	2	Interior Door/Case	L
2008	2	Interior Door/Case	R
2008	2	Interior Door/Case	R
4529	1	Interior Door/Case	LD
4529	1	Interior Door/Case	LD
2008	2	Interior Door/Case	N



JOB #: 2102025
 SCALE: 1/4" = 1'-0"
 DATE: 2/18/2021
 DRAWN BY: RAD
 CHECKED BY:
 REVISION:
 DATE:

**A Residential Design For
 ATP Construction**

4660 Jefferson Blvd.
 Colorado City, Colorado 81019

**A2 OF
 03**

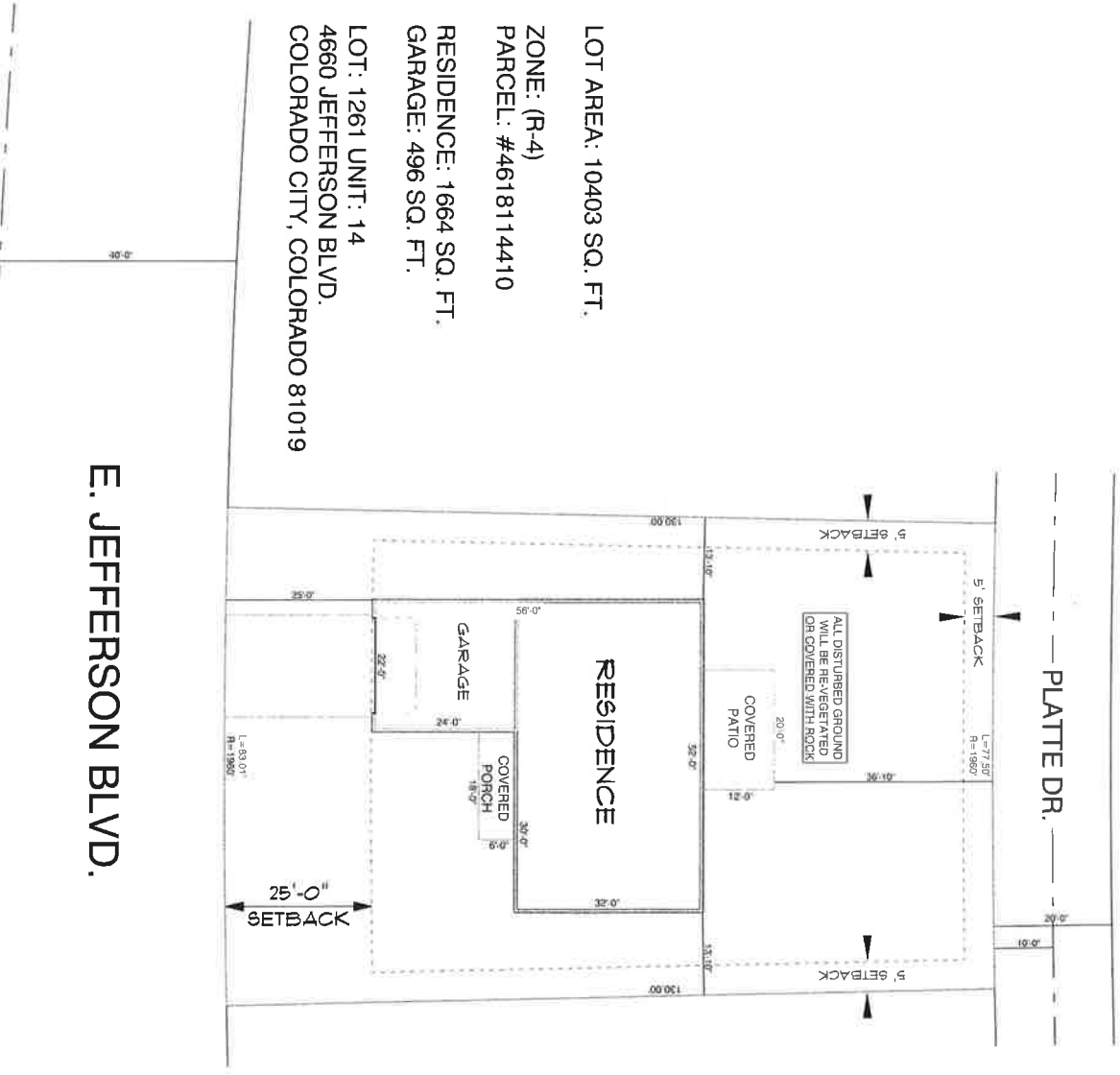
RAD Custom Home Design

44 E. Spaulding Ave. Suite 17 Pueblo West, Colorado 81007
 Office - (719) 560-0200 Cell (303) 525-5076
 Website: RADCustomHomeDesign.com Email: rick@radchd.com

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



LOT AREA: 10403 SQ. FT.
 ZONE: (R-4)
 PARCEL: #4618114410
 RESIDENCE: 1664 SQ. FT.
 GARAGE: 496 SQ. FT.
 LOT: 1261 UNIT: 14
 4660 JEFFERSON BLVD.
 COLORADO CITY, COLORADO 81019



E. JEFFERSON BLVD.



JOB # 21-02-025
 SCALE 1/4" = 20'-0"
 DATE 2/16/2021
 DRAWN BY RAG
 CHECKED BY
 REVISION
 DATE

A Residential Design For
 ATP Construction
 4660 Jefferson Blvd.
 Colorado City, Colorado 81019

A1 OF
 01

PLOT PLAN

RAD Custom Home Design

44 E. Spaulding Ave. Suite 17 Pueblo West, Colorado 81007
 Office - (719) 560-0200 Cell (303) 525-5076
 Website: RADCustomHomeDesign.com Email: rick@radhd.com

Date 2/18/21

NO. C-3
2021

CCAAC Complaint Report

Complaint Garbage and Trash in front yard
Pile of metal in Drive

Address 5013 Vigil Drive

Unit 1 Lot 709

CCAAC Recommendation

No Action Explanation _____

Title 8 – Pueblo County Health and Safety Risk Reference _____
Explanation _____

Title 17 – Pueblo County Zoning Violation Reference _____
Explanation _____

Colorado City - Covenant Violation Reference #3
Explanation _____

CCAAC Response Recommendation Send Good Neighbor
Covenants #3 Noxious + offensive to Neighbor

Colorado City Metro Board Action

Date _____

Action Approved as Recommended

Action Altered or Denied
Explanation _____

Action tabled for further investigation
Explanation _____



~~12201 Village Cir.~~
5013 Vigil Dr.

C3 2021