

Douglas County Libraries
BUSINESS MEETING
Wednesday, June 28, 2023, 5:30 P.M.
Castle Pines Library, Castle Pines, CO

CALL TO ORDER Presiding: Suzanne Burkholder, President

NOTICE *This meeting was noticed in compliance with both Colorado Open Meeting Law and the Douglas County Libraries Bylaws.*

ATTENDANCE

GUESTS

PUBLIC COMMENTS

CONSENT AGENDA

[Page 4](#)

Board members may request to have any item(s) removed from the consent agenda for further conversation by making that request when asked by the chair and stating the item.

MOTION to approve Consent Agenda

1. Minutes May 31, 2023

[Pages 5-10](#)

EXECUTIVE LIBRARY DIRECTOR UPDATE

Executive Library Director Report

[Pages 11-13](#)

DISTRICT BUSINESS

[Page 14](#)

Do any board members have a conflict of interest to disclose regarding any of the below matters? If so, please recuse yourself, and return to the meeting after discussion has ended.

Castle Rock Annex Sale

[Pages 15-39](#)

MOTION to approve the sale agreement for the Castle Rock Annex

Executive Committee

Policy Committee**MOTION** to Adopt of Social Use Alcohol Policy[Pages 40-42](#)Succession Committee**PARTNER REPORTS**Partnership of Douglas County GovernmentsDouglas County Youth InitiativeUrban Libraries CouncilFoundation**TRUSTEE COMMENTS****UPCOMING BOARD MEETINGS**

1. **Board Executive Committee Meeting**: July 13, 2023, Castle Pines Library, 8:00 a.m.
2. **Board Succession Committee Meeting**: Cancelled until September
3. **ADDED: Board Budget Retreat**: July 18, 2023, **Highlands Ranch Library**, 4:00 p.m. – 7:00 p.m. **Note updated location to Highlands Ranch.**
4. **Board Budget Retreat**: July 29, 2023, Castle Pines Library, 9:00 a.m. – Noon
5. **Board Executive Committee Meeting**: August 10, 2023, Castle Pines Library, 8:00 a.m.
For next three meetings in August, note change in date and location.
6. **Board Policy Committee Meeting**: August 23, 2023, Parker Library, 3:00 p.m.
7. **Board Study Session**: August 23, 2023, Parker Library, 4:00 p.m.
8. **Board Business Meeting**: August 23, 2023, Parker Library, 5:30 p.m.
Dinner at 5:00 p.m.

Please Note: The annual Library and Foundation Board dinner has been moved to December 6, 2023.

OTHER BOARD CALENDAR ITEMS

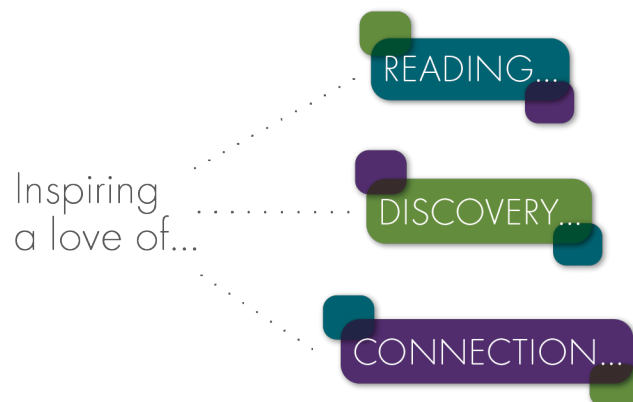
1. **Partnership of Douglas County Governments Meeting**: July 20, 2023, 7:00 a.m. – 9:30 a.m., Town of Larkspur, The Spur
2. **Grand Opening New Castle Rock Library**: August 26, 2023, 10:00 a.m., Castle Rock Library
3. **Annual DCL Foundation Gala**: September 29, 2023, 6:00 p.m., Highlands Ranch Mansion

ADJOURN



Board of Trustees

June 28, 2023



Board Action: Review the minutes for approval.

Item	
Minutes	Business Meeting May 31, 2023

MOTION: I move to approve the May 31, 2023 board business meeting minutes as presented.

DOUGLAS COUNTY LIBRARIES

Board of Trustees Business Meeting

May 31, 2023

Castle Pines, Colorado

Vice-President Nolan called the business meeting to order at 5:35 p.m.

This meeting was held and was noticed in compliance with both Colorado Open Meeting Law and the Douglas County Libraries Bylaws.

The following were present:

TRUSTEES: Jessica Kallweit, Rick LaPointe, Zach McKinney, Terry Nolan, Meghann Silverthorn, and Ted Vail

Suzanne Burkholder was absent. The absence was excused.

A quorum was present.

STAFF: Bob Pasicznyuk, Casie Cook, Jill Corrente, Julianne Griffin, Patti Owen-DeLay, and Jesse Politi

PUBLIC: Vassi Bieber, Laurie Kelly, Anthonette Klinkerman, Tracy Kirscher, Jennifer Iversen, Craig Mason, Aaron Wood, Byron Frizell, Adam Hillard, Sherri Gronli, Michelle Zotos, Courtney Hay, Lauren Kinney, Elizabeth Rogers, Jeff Brothers, Michael Ridley, Chris Coté, Pam Hampton, Steven Charles Peck, Adam Rutan, Scott McDermott, Jennifer Bigham, Ryan Stiffler, Becki and Bret Matson, Sam Van Why, Jill Rodriguez, Crystal Belis, Sara Bower, Alex McCall, Tim Brown, Anya Zavadil, Michael Linderman, Nancy Student, Greg and Nancee Sprigg, Angela P., Terri Mathic, Meg Furlow, Kathleen Boyer, Mike Brumbaugh, Jimmy Graham, Ruth Moline, Hank Mays, Al Mays, Melissa Della Penna, Michelle Gibley, Allison Senne, Kelly Allan, Cindy McGuire, Brittaney Campbell, Emmi Whittaker, Vanessa Scruggs, Deb Odom, Tom Yondorf, Jan Ruscio, Debi Kinder, Tom Murphy, Emily Gonzalez, Kristi Bala, Annie Coon, Cheryl McGovern, Bev Bergum, Jeralyn O'Dougherty, Leslie Clemensen, Jami Arthur, Karen and Allen Pope, Brian Jones, Kyle Crews, Jason Eaton Lynch, Toni Smith, Terri Russell, Amy Windju, Cindy K., Marianne Giesler, Bob Marshall, Renee Ruff, Alfred Prufrock, Joanne Dadlani, Sally Summer, Wayne Melanson, Margie Hardaway, Catherine Grimes, Ross Allan, Sam Allan, Ben Allan, Beth Culpepper, Kevin Lynch, Andrew Clute, Nancy Talpers, Lloyd Guthrie, Cheryl Kinne, Lori Clapp, Julie Kelly, Joann Deleney, Dave Lilly, Greg Francisco

PUBLIC COMMENTS: Public comments were recorded to ensure the board heard all concerns, given the large number of speakers. Below is a summary of concerns from speakers.

Unless noted below, all speakers during public comment were residents of Douglas County.

Vassi Bieber: Opposed to book banning.

Laurie Kelly: Objectionable content for under 18. Establish a community review committee.

Anthonette Klinkerman: Opposed to book banning.

Jennifer Iversen: Supports access to all.

Craig Mason: Supports LGBTQ+ communities. Opposed to book banning.

Aaron Wood: Books are pornographic showing kids engaging in sex. About filth, not LGBTQ+. Review the appeals process.

Byron Frizell: Not about ideology. About pornographic books taking the innocence of children.

Adam Hillard: Not straight vs. gay issue. Material is objectionable. Move to adult section.

Sherri Gronli: Opposed to book banning.

Courtney Hay: Opposed to book banning.

Lauren Kinney: Appreciates Children's Library Card, and separated children's collections.

Elizabeth Rogers: Opposed to limiting any particular genre or view.

Michael Ridley: Non-resident. Advocates parental responsibility, not restriction.

Chris Coté: Library mission is freedom of thought. Don't contain ideas.

Pam Hampton: Why pushing sex on 8-year-olds? Books too sexual. Limit access.

Steven Charles Peck: No book bans. Wants limits to access on sexual items, pornographic books.

Adam Rutan: No book bans. Protecting children, don't sexualize children. No pornographic materials.

Scott McDermott: Stop soliciting minors with propaganda books. Attacking children's innocence. Why promote these books sexualizing children?

Sam Van Why: Appreciates Children's Library Card controls. Supports parental rights. Opposed to book banning.

Nanci Student: Appreciates parental rights, representing all views.

Meg Furlow: Opposed to book banning. Supports library bill of rights.

Kathleen Boyer: Opposed to book banning. Supports library bill of rights, code of ethics.

Jimmy Graham: Protect our children. Children are under attack.

Ruth Moline: Opposed to book banning.

Melissa Della Penna: Represent all of our community.

Kelly Allan: Don't restrict access. Rely on parental responsibility.

Deb Odom: Don't restrict access.

Tom Yondorf: Opposed to banning books.

Jan Ruscio: Don't sequester freedoms.

Debi Kinder: Don't censor. Freedom of thought. Parental rights.

Kristi Bala: Supports diverse, inclusive books.

Annie Coon: Supports inclusive books.

Cheryl McGovern: Supports parental rights. Do not censor.

Kyle Crews: Non-resident. Don't promote these books.

Jennifer Bingham: Non-resident. Child attends school in Douglas County. Opposes censorship and book banning.

Jason Eaton Lynch: Accessible information. Opposed to book banning.

Amy Windju: Opposed to sexualization through books.

Marianne Giesler: Opposed to censorship. No book banning. Supports freedom, parental rights.

Wayne Melanson: Opposed to censorship by government. Opposed to book banning. Supports parental rights and responsibility.

Joann Delaney: Opposed to book banning. Put inappropriate books into an adult section. No censorship. Don't sexualize children. Protect children and their innocence.

Julie Kelly: No censorship, no banning books. Protect our children and their innocence.

Dave Lilly: Put "these" books in adult section, don't market to children. Compromise by changing location.

That concluded the public comments portion of the meeting. Nolan called for a 10-minute break at 7:15 p.m.

The board resumed the meeting at 7:30 p.m.

CONSENT AGENDA: Nothing was removed from the consent agenda. There was no discussion.

MOTION 23-05-01: Silverthorn moved and the motion carried unanimously to approve the consent agenda consisting of the April 26, 2023, Board Business Meeting minutes, and the disposition of items from the current Castle Rock – Philip S. Miller library valued in excess of \$10,000: the PSM Kinetic Art Sculpture, the Troy Pillow Sculpture, and the Kent Lemon Painting. LaPointe seconded the motion.

EXECUTIVE LIBRARY DIRECTOR'S REPORT

Cook reported on the first quarter 2023 financials. We're currently over on revenue, and under on expenses. Higher earnings on interest.

Pasicznyuk reported on the new Castle Rock library:

- The library collection will move next week.
- The date staff can work in the new space has moved out one week later.
- Grand Opening will remain as August 26, 2023.
- Retention pond may need fencing. Board would like conversation about fencing prior to action.

Pasicznyuk captured six titles mentioned in public comment. One is in the children's area. Four of the five remaining are already in the adult collection.

Pasicznyuk talked about the safety summit he attended, highlighting the apparatus needed to maintain safety in large, metropolitan systems. Staff is looking at preparing for crisis response.

On quarterly reports:

- KPI: Indicators were both up and down.
- We appear to be curving back toward pre-COVID numbers.
- New baselines are being established for web analytics.

Gallup data has come back and will be shared in August.

Pasicznyuk shared that the kinetic sculpture will likely go to a local school, there is interest from two. The artist is willing to repair the item.

DISTRICT BUSINESS

No conflicts of interest were declared.

Executive Committee

Nolan shared conversations the committee had on May 11 concerning:

- Internal controls and PERA, which will be discussed at the August Study Session
- Property tax legislation options
- Public Comment from last board meeting
- Appeals from public comments received to date
- Foundation board dinner/meeting being moved to December
- Pasicznyuk's mid-year review

Policy Committee

Silverthorn reported that the committee met and followed up on some changes, and sought a few more, clarifying the new proposed media policy. Will be bringing forth items for adoption in the future.

Succession Committee

Silverthorn reported the committee met on May 11, discussing an option in the plan for an interruption in leadership, and if the position would require a library degree or other professional degree.

PARTNER REPORTS

Partnership of Douglas County Governments (PDCG)

Vail reported that the partnership met on May 17, 2023. Vail shared how the library will allow the Fire Department and law enforcement to use the old Castle Rock – Philip S. Miller building as a training opportunity.

Douglas County Youth Initiative (DCYI)

McKinney reported that the Youth Committee met in mid-May. The soccer league kicks off in June. There is a July recess of the DCYI until August.

Urban Libraries Council (ULC)

Silverthorn reported that the ULC is trying to address the general sense that things are happening in urban environments that they don't feel equipped to handle. There was some chatter regarding Douglas County Libraries signing onto the ULC Social Equity Statement. The next board meeting is in July.

Douglas County Libraries Foundation (DCLF)

- Annual report to the library board

No report.

MOTION 23-05-02: Silverthorn moved and the motion carried unanimously to change the agenda, moving Trustee Comments ahead of the Executive Session. LaPointe seconded the motion.

TRUSTEE COMMENTS

Nolan recommended not moving forward with asking the Board of County Commissioners to amend library board terms.

Castle Pines is forming an Urban Renewal Authority and wants some representative from Special Districts on the authority. The board prefers for another special district to represent area special districts.

Board budget retreats are scheduled for June 24 and July 29. Nolan encouraged everyone to attend.

Silverthorn asked if the board is comfortable with her reaching out to a speaker from Public Comment.

EXECUTIVE SESSION

Pursuant to C.R.S., Section 24-6-402(4)(f), C.R.S., for the purposes of discussing personnel matters related to the Executive Library Director's mid-year review.

Pasicznyuk did not waive his right to have this in open meeting. Therefore, the board did not move into Executive Session.

The board is pleased with Pasicznyuk's performance. There is only one area where they felt they could not respond due to lack of information.

UPCOMING BOARD MEETINGS

1. **Board Executive Committee:** June 15, 2023, Castle Pines Library, 8:00 a.m.
2. **Board Succession Committee:** June 15, 2023, Castle Pines Library, 9:30 a.m.
3. **Board Budget Retreat:** June 24, 2023, Location to be announced, 9:00 a.m.-noon
4. **Board Policy Committee Meeting:** June 28, 2023, Castle Pines Library, 3:00 p.m.-4:00 p.m.
5. **Board Study Session:** June 28, 2023, Castle Pines Library, 4:00 p.m.-5:00 p.m.
6. **Board Business Meeting:** June 28, 2023, Castle Pines Library, 5:30 p.m.
7. **Board Budget Retreat:** July 29, 2023, Castle Pines Library, 9:00 a.m.-noon

OTHER BOARD CALENDAR ITEMS

1. **Partnership of Douglas County Governments Meeting:** July 19, 2023, Town of Larkspur, The Spur, 7:00 a.m.
2. **Grand Opening New Castle Rock Library:** August 26, 2023, 10:00 a.m., Castle Rock Library
3. **Annual DCL Foundation Gala:** September 29, 2023, 6:00 p.m., Highlands Ranch Mansion

ADJOURN

Nolan adjourned the meeting at 8:16 p.m.

Respectfully submitted,

Meghann Silverthorn, Board Secretary
Minutes prepared by Patti Owen-DeLay

DRAFT



EXECUTIVE LIBRARY DIRECTOR'S REPORT

Bob Pasicznyuk

June 2023

FOLLOW UP ITEMS

1. Collection Appeals: As of 6/21/2023, customers haven't advanced an appeal beyond the Executive Director review.
2. Young Adult Collections: Our Library's Young Adult non-fiction collections are interfiled with adult collections. These titles are stored either at our customer's homes or are offered a floor away from the program and collections for our youngest customers – Louviers and Roxborough aside being small single-story facilities. Customers browse and seek Young Adult fiction titles as a genre or grouping. These titles are some of the highest demand books in our Library's collections prized by many age demographics. YA Fiction titles stand apart from children's collections even though they are shelved on the same floor as children's content.
3. Title Overlap – Digital v. Physical Collections. There is not a straight-forward, automated way to compare digital titles with physical collections disclosing overlap or duplication in both offerings. Staff could create a titles list and manually match each, but it would be a time-consuming task.

OPERATIONS AND ACCOMPLISHMENTS

Library collection boundaries have been the focus of customer comment, news stories, and legislative action in many communities across our county. Beyond collection advocacy, our library is in its busiest season. Divisional reports will provide depth, but here are centering snippets showing our community's engagement with our Library and accomplishments of the moment.

- Customers loaned our Library's content 774,091 times between May 1 and June 21.
- Hundreds of campers are at our facilities for summer camps.
- 12,661 citizens have registered reading 1,713,189 minutes of books they prize as a part of our summer program.
- DCL's Brew Tour is poised to begin (August 1 through September 30).
- The Library completed its Gallup Engagement Survey and is working the results for future action.

And, our Library continues to grow preparing our Cast Rock facility for its coming Grand Opening on August 26, 2023.

Project Financial Position: No significant changes since the last report.

Moving on from the Philip S. Miller Facility

- Staff accomplished the move and removal of contents by the June 17, 2023 deadline avoiding penalties and keeping the project on schedule.
- First Responders are training in the facility during the next week.
- Demolition of the facility will begin and continue through August. Site work is on schedule to complete parking by or about the beginning of November.

Preparing our New Castle Rock Library

- Library shelving is installed with materials placed on those shelves in rough order.
- Vendors are installing furniture, fixtures, and equipment now.
- IT installations are ongoing. Data and voice networks moved without interruption.
- Staff will return to New Castle Rock on 7/10/2023.
- The beneficial rains of June delayed site work, but occupancy is scheduled for 6/29/2023.
- Critical collections, finance, and HR functions continue off site or at alternate locations.

PROFESSIONAL TRENDS AND ANALYSIS

Illinois Governor J. B. Pritzker signed a bill on June 13, 2023 which requires that any library receiving state funding adopt either the American Library Association *Library Bill of Rights* or a similar policy mitigating *Book Bans*.

The Federal Government is appointing a new position in the Department of Education, a *book ban coordinator*, to mitigate school district book bans.

The legislature and Governor's property tax mitigation bill – *Proposition HH* – cleared its first legal hurdle around single-subject requirements and is heading on appeal to the Colorado Supreme Court.

BOARD TALKING POINTS

Elevating the Brand – Douglas County Libraries elevates our community by inspiring a love of reading, discovery, and connection. With nearly 2 million visitors to seven branches each year, visitors are met with beautiful spaces, curated collections, personalized services, and a variety of events that offer a premium experience for all.

Construction of our new library in Castle Rock is nearing completion! The Castle Rock Library is closed in preparation for our August 26th, 10 a.m. Grand Opening. Please join us in celebration of this new facility.

Item	Preparatory Work	Motion
Sale of Castle Rock Annex property	Review request for approval and contract for action.	<u>MOTION:</u> I move to authorize sale of the Library's property (102 – 118 South Wilcox) for \$3,250,000 to Berkenkotter Holdings, LLC at the terms listed in the sale contract provided.
Social Use Alcohol Policy	Review request for approval and amended policy for adoption.	<u>MOTION:</u> I move to accept the Social Use Alcohol Policy as revised to include language for internal use of alcohol at Douglas County Libraries events.

DATE: 6/20/2023

AGENDA ITEM: Sale of Library Property: **LOT 2 CASTLE PLAZA SOUTH 1ST AMENDMENT 1.992 AM/L RLTD POSS INT R0600129 LSP 10005622 (102 S. Wilcox St., Castle Rock, CO 80104)**

PERSON(S) RESPONSIBLE: Bob Pasicznyuk

DISCUSSION: On November 28, 2016, the Board approved purchase of the retail center (102 – 118 Wilcox Street) to provide options and resources toward renovating or constructing a new Castle Rock Library. The retail center property was purchased for \$2,550,000 including commissions. The retail center provided the Library with lease revenue until the Library was able to move forward with the construction of a new Library (March 2022). During construction, the property provided numerous services for staff and customers alike – construction administration offices; customer parking; alternate restrooms; community engagement offices; storage for furniture, fixtures, and equipment.

A new Castle Rock Library will open to the Public on August 26, 2023. Parking and site improvements are scheduled for completion in November 2023. The Library will no longer need the retail center property and wishes to return its value to Library reserves via sale.

SALE PROCESS: A short list of qualified commercial real estate brokerage firms was created based on company profile, past 5 years sales, key brokers' years of relevant experience and resumes. This list was distilled down to 3 firms we invited to interview.

A rating sheet was created to score the interviewing brokers with 1 being the best and 2 and 3 for second and third place. Our scoring was based on presentation, firm's name recognition, past work with libraries or government, view of market and approach to marketing/sale and fee structure to name a few qualifying topics.

We interviewed Nav Point, CBRE and Cushman Wakefield. Based on our score sheet, Matt Henrichs, Sr. Vice President with CBRE National Retail Partners, won by 2 points over Cushman Wakefield with Nav Point coming in third.

Based on the current commercial market and their experience, CBRE suggested a "call for offers" approach and took the property out to market on Loopnet, Costar, Crexi and the CBRE public databases. We received 5 offers from qualified buyers ranging from \$2.7 mil to \$550K. The top two offers were from Berkenkotter Holdings and The Cavallari Group.

In keeping with our strategy, second call for offer letters were sent to the top two first offers requesting their best and final offer.

Berkenkotter Holdings responded with a \$3,125,000 offer, with the foot note they would increase their offer by \$50,000 above any higher offer. The Cavallari Group responded with a slightly higher \$3,180,000 offer. Per Berkenkotter's \$50K footnote, we advised his broker of that and to move ahead from a Letter of Intent to a contract to be reviewed by our attorney, which it has been. Our attorney's minor changes have been captured in the contract before you today.

The closing and possession are tentatively scheduled for December 1, 2023, or until we receive a Certificate of Occupancy for project completion of our new Castle Rock library, as DCL requires use of the front and back retail center parking until the new parking lot (where PSM was) is completed in November.

RECOMMENDATION: That the Board of Trustees approve and execute the attached "Contract to Buy and Sell Real Estate (Commercial)" and sell the 102-118 S. Wilcox St., Castle Rock retail center to Berkenkotter Holdings, LLC for \$3,250,000.

BUDGET IMPACT: The sale of the retail center will return the property's value to Library reserves building capital for future library expansion. The sale of this real property will net DCL approximately \$3,087,500, net of broker fee.

MOTION: I move to authorize sale of the Library's property (102 – 118 South Wilcox) for \$3,250,000 to Berkenkotter Holdings, LLC at the terms listed in the sale contract provided.



Realty One Group Premier
Jeff Samuelson
Ph: 303-798-4300
Fax: 303-265-9996

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

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

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

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

Date: 6/13/2023

AGREEMENT

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

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** Berkenkotter Holdings, LLC (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other Severalty.

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

2.3. **Seller.** Douglas County Libraries (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Douglas, Colorado (insert legal description):

LOT 2 CASTLE PLAZA SOUTH 1ST AMENDMENT 1.992 AM/L RLTD POSS INT R0600129 LSP 10005622

known as: 102 S Wilcox Street, Castle Rock, CO 80104

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

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

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

2.5.2. **Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors,

Initials _____

58 window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery
59 rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide
60 alarms, smoke/fire detectors and all keys.

61 **2.5.3. Other Inclusions.** The following items, whether fixtures or personal property, are also
62 included in the Purchase Price:

63 n/a

64 **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must
65 be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate
66 taxes for the year of Closing), liens and encumbrances, except:

67 n/a

68 **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of
69 sale or other applicable legal instrument.

70 **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
71 n/a; and the use or ownership of the following storage facilities:

72 n/a

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

75 **2.5.7. Leased Items.** The following personal property is currently leased to Seller which will be
76 transferred to Buyer at Closing (Leased Items):

77 n/a

78 **2.5.8. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

79 All FF&E currently contained in the property

80 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes
81 (except personal property taxes for the year of Closing), liens and encumbrances, except n/a. Conveyance
82 will be by bill of sale or other applicable legal instrument.

83 **2.6. Exclusions.** The following items are excluded (Exclusions):

84 Douglas County Libraries and it's General contractors personal property.

85 **2.7. Water Rights/Well Rights.**

86 **2.7.1. Deeded Water Rights.** The following legally described water rights:

87 n/a

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

89 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
90 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

91 n/a

92 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer
93 understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well"
94 used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership
95 form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in
96 the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for
97 the well and pay the cost of registration. If no person will be providing a closing service in connection with the
98 transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

99 n/a.

100 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as
101 follows:

102 n/a

103 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights
104 Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such
105 rights to Buyer by executing the applicable legal instrument at Closing.

106 **2.7.6. Water Rights Review.** Buyer Does Does Not have a Right to Terminate if
107 examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination**
108 **Deadline.**

116
117
118 **3. DATES, DEADLINES AND APPLICABILITY.**

119 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	<i>11:59 PM MST</i>
2	§ 4	Alternative Earnest Money Deadline	<i>3 Days After MEC</i>
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>5 Days After MEC</i>
4	§ 8	Record Title Objection Deadline	<i>13 Days After MEC</i>
5	§ 8	Off-Record Title Deadline	<i>20 Days After MEC</i>
6	§ 8	Off-Record Title Objection Deadline	<i>25 Days After MEC</i>
7	§ 8	Title Resolution Deadline	<i>30 Days After MEC</i>
8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>n/a</i>
		Owners' Association	
9	§ 7	Association Documents Deadline	<i>10 Days After MEC</i>
10	§ 7	Association Documents Termination Deadline	<i>30 Days After MEC</i>
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	<i>5 Days After MEC</i>
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>n/a</i>
		Loan and Credit	
13	§ 5	New Loan Application Deadline	<i>10 Days After MEC</i>
14	§ 5	New Loan Terms Deadline	<i>30 Days After MEC</i>
15	§ 5	New Loan Availability Deadline	<i>30 Days After MEC</i>
16	§ 5	Buyer's Credit Information Deadline	<i>n/a</i>
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>n/a</i>
18	§ 5	Existing Loan Deadline	<i>n/a</i>
19	§ 5	Existing Loan Termination Deadline	<i>n/a</i>
20	§ 5	Loan Transfer Approval Deadline	<i>n/a</i>
21	§ 4	Seller or Private Financing Deadline	<i>n/a</i>
		Appraisal	
22	§ 6	Appraisal Deadline	<i>30 Days After MEC</i>
23	§ 6	Appraisal Objection Deadline	<i>30 Days After MEC</i>
24	§ 6	Appraisal Resolution Deadline	<i>30 Days After MEC</i>
		Survey	
25	§ 9	New ILC or New Survey Deadline	<i>30 Days After MEC</i>
26	§ 9	New ILC or New Survey Objection Deadline	<i>30 Days After MEC</i>
27	§ 9	New ILC or New Survey Resolution Deadline	<i>30 Days After MEC</i>
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	<i>n/a</i>

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175	29	§ 8	Mineral Rights Examination Deadline	<i>n/a</i> 20 of 42
176	30	§ 10	Inspection Termination Deadline	<i>30 Days After MEC</i>
177	31	§ 10	Inspection Objection Deadline	<i>30 Days After MEC</i>
178	32	§ 10	Inspection Resolution Deadline	<i>30 Days After MEC</i>
179	33	§ 10	Property Insurance Termination Deadline	<i>30 Days After MEC</i>
180	34	§ 10	Due Diligence Documents Delivery Deadline	<i>5 Days After MEC</i>
181	35	§ 10	Due Diligence Documents Objection Deadline	<i>30 Days After MEC</i>
182	36	§ 10	Due Diligence Documents Resolution Deadline	<i>30 Days After MEC</i>
183	37	§ 10	Environmental Inspection Termination Deadline	<i>30 Days After MEC</i>
184	38	§ 10	ADA Evaluation Termination Deadline	<i>30 Days After MEC</i>
185	39	§ 10	Conditional Sale Deadline	<i>n/a</i>
186	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>n/a</i>
187	41	§ 11	Estoppel Statements Deadline	<i>n/a</i>
188	42	§ 11	Estoppel Statements Termination Deadline	<i>n/a</i>
189			Closing and Possession	
190	43	§ 12	Closing Date	<i>12/1/2023</i> Friday
191	44	§ 17	Possession Date	<i>Delivery of Deed</i>
192	45	§ 17	Possession Time	<i>Delivery of Deed</i>
193	46	§ 27	Acceptance Deadline Date	<i>7/3/2023</i> Monday
194	47	§ 27	Acceptance Deadline Time	<i>11:59 PM MST</i>
195	48	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>
196	49	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>

208 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or
209 completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision
210 containing the deadline is deleted. Any box checked in this Contract means the corresponding provision
211 applies. If no box is checked in a provision that contains a selection of "None", such provision means that
212 "None" applies.
213

214 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have
215 signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.
216

217 **3.3. Day; Computation of Period of Days; Deadlines.**

218 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m.,
219 United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of**
220 **Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines,
221 Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day
222 specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank
223 or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.
224

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

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

231 **4. PURCHASE PRICE AND TERMS.**
232

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233 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as
 234 follows: 216 42

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 3,250,000.00	
2	§ 4.3.	Earnest Money		\$ 54,000.00
3	§ 4.5.	New Loan		\$ 2,437,500.00
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7	<i>n/a</i>	<i>n/a</i>		\$
8	<i>n/a</i>	<i>n/a</i>		\$
9	§ 4.4.	Cash at Closing		\$ 758,500.00
10		Total	\$ 3,250,000.00	\$ 3,250,000.00

251 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$*n/a* (Seller Concession). The Seller
 252 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed
 253 by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of
 254 allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs,
 255 loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or
 256 expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere
 257 in this Contract.
 258

259 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a **Cashiers Check**
 260 **or Wire Transfer**, will be payable to and held by **Fidelity National Title** (Earnest Money Holder), in its
 261 trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer,
 262 with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its
 263 payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing
 264 (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have
 265 interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable
 266 housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the
 267 Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.
 268

269 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if
 270 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.
 271

272 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,
 273 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as
 274 set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not
 275 already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer
 276 or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
 277 days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in §
 278 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an
 279 Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller,
 280 written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.
 281

282 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute
 283 and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and
 284 liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21**, unless Seller is entitled to the
 285 Earnest Money due to a Buyer default.

286 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute
 287 and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and
 288 liable to Seller as set forth in **"If Buyer is in Default, § 20.1 and § 21**, unless Buyer is entitled to the Earnest
 289 Money due to a Seller Default.
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4.4. Form of Funds; Time of Payment; Available Funds.

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

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

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

4.5. New Loan.

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

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional Provisions).

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

4.6. Assumption. (Omitted as inapplicable)

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

TRANSACTION PROVISIONS

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

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

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

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

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

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

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

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

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to

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350 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract,
351 this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property
352 Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
353 the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
354 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

355 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
356 timely paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the
357 appraiser, appraisal management company, lender's agent or all three.
358

359
360 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more
361 Common Interest Communities and subject to one or more declarations (Association).

362 **7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A**
363 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.**
364 **THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'**
365 **ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND**
366 **REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND**
367 **REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,**
368 **INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES**
369 **NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY**
370 **AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND**
371 **REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE**
372 **PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF**
373 **THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY**
374 **WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
375 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ**
376 **THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF**
377 **THE ASSOCIATION.**
378

379 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association
380 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline.** Seller
381 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's
382 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association
383 Documents, regardless of who provides such documents.
384

385 **7.3. Association Documents.** Association documents (Association Documents) consist of the
386 following:

387 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization,
388 operating agreements, rules and regulations, party wall agreements and the Association's responsible
389 governance policies adopted under § 38-33.3-209.5, C.R.S.;

390 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or
391 managers' meetings; such minutes include those provided under the most current annual disclosure required
392 under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the
393 minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent
394 minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and
395

396 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual
397 Disclosure, including, but not limited to, property, general liability, association director and officer professional
398 liability and fidelity policies. The list must include the company names, policy limits, policy deductibles,
399 additional named insureds and expiration dates of the policies listed (Association Insurance Documents);
400

401 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special
402 assessments as disclosed in the Association's last Annual Disclosure;

403 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's
404 operating budget for the current fiscal year, (2) the Association's most recent annual financial statements,
405 including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual
406 Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the
407

408 fees and charges (regardless of name or title of such fees or charges) that the Association's community
409 association manager or Association will charge in connection with the Closing including, but not limited to,
410 any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or
411 update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record
412 Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves
413 or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial
414 Documents);

415
416 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under §
417 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or
418 disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's
419 obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts;
420 Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or
421 limited common elements of the Association property.

422 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents.
423 Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination**
424 **Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole
425 subjective discretion. Should Buyer receive the Association Documents after **Association Documents**
426 **Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate
427 received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does
428 not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be
429 received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before
430 Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions
431 of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision,
432 notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).
433
434

435 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**
436

437 **8.1. Evidence of Record Title.**

438 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the
439 title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record**
440 **Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title
441 Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title**
442 certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as
443 soon as practicable at or after Closing.
444

445 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the
446 title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record**
447 **Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title
448 Commitment), in an amount equal to the Purchase Price.
449 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

450 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain
451 Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or
452 insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3)
453 survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time
454 of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and
455 unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be
456 paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** *n/a*.

457 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or
458 delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may
459 require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance
460 Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title,
461 Resolution).
462

463 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,
464 declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other
465

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documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

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

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

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

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

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

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526 **8.5. Tax Certificate.** A tax certificate paid for by Seller Buyer, for the Property listing any
 527 special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before
 528 **Record Title Deadline.** If the Property is located within a special taxing district and such inclusion is
 529 unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title**
 530 **Objection Deadline.** Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's
 531 option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or
 532 before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if
 533 Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's
 534 Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice
 535 to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the
 536 Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate
 537 under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the
 538 Tax Certificate, the Tax Certificate will be paid for by Seller.
 539

540 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property
 541 (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a
 542 third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly
 543 submit this Contract according to the terms and conditions of such right. If the third-party holder of such right
 544 exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or
 545 expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
 546 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this
 547 Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will
 548 then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the
 549 Property on or before the Record Title Deadline.
 550

551 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole
 552 subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), §
 553 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's
 554 rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has
 555 the following options:
 556

557 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title
 558 matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not
 559 agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on
 560 the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's
 561 Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to
 562 Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
 563 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3.
 564 (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or
 565 fifteen days after Buyer's receipt of the applicable documents; or
 566

567 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under §
 568 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole
 569 subjective discretion.

570 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and
 571 should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the
 572 title, ownership and use of the Property, including, without limitation, boundary lines and encroachments,
 573 set-back requirements, area, zoning, building code violations, unrecorded easements and claims of
 574 easements, leases and other unrecorded agreements, water on or under the Property and various laws and
 575 governmental regulations concerning land use, development and environmental matters.
 576

577 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
 578 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND**
 579 **TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE**
 580 **MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL,**
 581 **GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE**
 582 **PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF**

584 8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE
585 PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE
586 AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE
587 COUNTY CLERK AND RECORDER.

588 8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR
589 ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,
590 WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,
591 PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING
592 FACILITIES.

593 8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
594 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,
595 INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE
596 COLORADO OIL AND GAS CONSERVATION COMMISSION.

597 8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be
598 excepted, excluded from, or not covered by the owner's title insurance policy.

599 8.9. Mineral Rights Review. Buyer Does Does Not have a Right to Terminate if examination of
600 the Mineral Rights is unsatisfactory to Buyer on or before the Mineral Rights Examination Deadline.

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604 9. NEW ILC, NEW SURVEY.

605 9.1. New ILC or New Survey. If the box is checked, (1) New Improvement Location Certificate
606 (New ILC); or, (2) New Survey in the form of n/a is required and the following will apply:

607 9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New
608 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
609 certified and updated as of a date after the date of this Contract.

610 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on
611 or before Closing, by: Seller Buyer or:
612 Buyer to order and pay for a new survey if the survey provided by seller does not meet title
613 requirements.

614 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or
615 the provider of the opinion of title if an Abstract of Title) and n/a will receive a New ILC or New Survey on or
616 before New ILC or New Survey Deadline.

617 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by
618 the surveyor to all those who are to receive the New ILC or New Survey.

619 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a
620 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller
621 or change to the New ILC or New Survey Objection Deadline. Buyer may, in Buyer's sole subjective
622 discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

623 9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New
624 ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to
625 Buyer, in Buyer's sole subjective discretion, Buyer may, on or before New ILC or New Survey Objection
626 Deadline, notwithstanding § 8.3. or § 13:

627 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is
628 terminated; or

629 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter
630 that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer
631 requires Seller to correct.

632 9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received
633 by Seller, on or before New ILC or New Survey Objection Deadline and if Buyer and Seller have not
634 agreed in writing to a settlement thereof on or before New ILC or New Survey Resolution Deadline, this
635 Contract will terminate on expiration of the New ILC or New Survey Resolution Deadline, unless Seller
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641 receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on
642 or before expiration of **New ILC or New Survey Resolution Deadline**).

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645 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**
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648 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.**

649 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller
650 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's
651 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date
652 of this Contract.

653 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller
654 must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract.
655 Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an
656 adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer.
657 Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days
658 after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer
659 acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All**
660 **Faults**."

661 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right
662 to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and
663 Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not
664 limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other
665 mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service
666 to the Property (including utilities and communication services), systems and components of the Property
667 (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or
668 (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the
669 Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:
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672 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify
673 Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition,
674 provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this
675 provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or
676

677 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to
678 Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

679 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before
680 **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
681 or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline**
682 unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on
683 or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and
684 the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
685 executing an Earnest Money Release.
686

687 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other
688 written agreement between the parties, is responsible for payment for all inspections, tests, surveys,
689 engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that
690 occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any
691 kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold
692 Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any
693 such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by
694 Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including
695 Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the
696 termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection
697 Resolution.
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700 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance**
701 **Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and
702 premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

703 **10.6. Due Diligence.**

704 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents
705 and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or
706 before **Due Diligence Documents Delivery Deadline**:

707 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other
708 occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining
709 to the Property that survive Closing are as follows (Leases):

710 n/a

711 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.7., Leased
712 Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information
713 pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.
714 Buyer **Will** **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7.,
715 Leased Items).

716 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are
717 encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the
718 evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due**
719 **Diligence Documents Delivery Deadline**. Buyer **Will** **Will Not** assume the debt on the Encumbered
720 Inclusions (§ 2.5.4., Encumbered Inclusions).

721 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally
722 deliver copies of the following:

723 **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the
724 Property;

725 **10.6.1.4.2.** Property tax bills for the last 3 years;

726 **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements,
727 including architectural, electrical, mechanical and structural systems; engineering reports; and permanent
728 Certificates of Occupancy, to the extent now available;

729 **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

730 **10.6.1.4.5.** Operating statements for the past 3 years;

731 **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

732 **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete
733 but has not yet completed and capital improvement work either scheduled or in process on the date of this
734 Contract;

735 **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims
736 which have been made for the past 5 years;

737 **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the
738 Property (if not delivered earlier under § 8.3.);

739 **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
740 environmental reports, letters, test results, advisories and similar documents respective to the existence or
741 nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or
742 underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller,
743 Seller warrants that no such reports are in Seller's possession or known to Seller;

744 **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning
745 the compliance of the Property with said Act;

746 **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any
747 governmental authority with jurisdiction over the Property and written notice of any violation of any such
748 permits, licenses or use authorizations, if any; and

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10.6.1.4.13. Other:

Seller to provide all documents related to the property limited to what is in Seller's possession at the time of signing this contract.

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

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

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

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

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

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

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by **30** days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II Environmental Site Assessment.

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

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

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as *n/a*. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

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

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the

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Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

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

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

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

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

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

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

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

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

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

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent

875 of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title
876 companies).

877 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue
878 after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to
879 Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to
880 § 2.5.7. (Leased Items).
881

882 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract,
883 including the tender of any payment due at Closing, Seller must execute and deliver the following good and
884 sufficient deed to Buyer, at Closing: special warranty deed general warranty deed
885 bargain and sale deed quit claim deed personal representative's deed *n/a* deed. Seller, provided
886 another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer,
887 at Closing.
888

889 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special
890 warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined
891 in §38-30-113(5)(a), C.R.S.
892

893 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts
894 owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including
895 any governmental liens for special improvements installed as of the date of Buyer's signature hereon,
896 whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the
897 proceeds of this transaction or from any other source.
898
899

900 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
901 **WITHHOLDING.**
902

903 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all
904 other items required to be paid at Closing, except as otherwise provided herein.

905 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by
906 Buyer Seller One-Half by Buyer and One-Half by Seller Other *n/a*.

907 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**,
908 Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current
909 Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:
910

911 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must
912 be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

913 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by Buyer Seller
914 One-Half by Buyer and One-Half by Seller N/A.

915 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in
916 advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or
917 working capital due at Closing must be paid by Buyer Seller
918 One-Half by Buyer and One-Half by Seller N/A.
919

920 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will
921 be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

922 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by Buyer Seller
923 One-Half by Buyer and One-Half by Seller N/A.

924 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be
925 paid when due by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
926

927 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property,
928 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at
929 Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

930 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this
931 Contract, do not exceed \$300 for:
932

Water Stock/Certificates Water District

Augmentation Membership Small Domestic Water Company n/a

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

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

15.9. FIRPTA and Colorado Withholding.

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

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

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

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

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

Taxes for the Calendar Year Immediately Preceding Closing

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

n/a

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

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

n/a

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

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

n/a

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

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

991 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction³⁴⁶⁰²
992 and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **900**
993 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until
994 possession is delivered.
995

996 **General Provisions**

1000 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION;**
1001 **AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will
1002 be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.
1003

1004 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other
1005 perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the
1006 total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be
1007 paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to
1008 repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before
1009 **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum.
1010 Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at
1011 Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from
1012 damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance
1013 policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance
1014 proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired
1015 prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing,
1016 if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written
1017 agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's
1018 sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total
1019 Purchase Price, plus the amount of any deductible that applies to the insurance claim.
1020

1021 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and
1022 communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or
1023 plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is
1024 earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar
1025 size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of
1026 such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds
1027 received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not
1028 repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to
1029 Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at
1030 Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase
1031 Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
1032 Closing.
1033

1034 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending
1035 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly
1036 notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or
1037 before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should
1038 Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions,
1039 Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in
1040 the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or
1041 exceed the Purchase Price.
1042

1043 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to
1044 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions
1045 complies with this Contract.
1046

1047 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller
1048 acknowledge that their respective broker has advised that this Contract has important legal consequences
1049

1050 and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel
1051 before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with
1052 their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and
1053 (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
1054 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits,
1055 including deadlines, that must be complied with.
1056

1057 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines
1058 in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due,
1059 including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed
1060 timely as provided in this Contract or waived, the non-defaulting party has the following remedies:
1061

1062 **20.1. If Buyer is in Default:**

1063 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money
1064 (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest
1065 Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such
1066 additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full
1067 force and effect and Seller has the right to specific performance or damages, or both.
1068

1069 **20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is**
1070 **checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to
1071 Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED
1072 DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided
1073 in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations
1074 of this Contract. Seller expressly waives the remedies of specific performance and additional damages.
1075

1076 **20.2. If Seller is in Default:**

1077 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as
1078 canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may
1079 recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for
1080 failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this
1081 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or
1082 both.

1083 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under
1084 this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller,
1085 failure to perform any replacements or repairs required under this Contract or failure to timely disclose any
1086 known adverse material facts, Seller remains liable for any such failures to perform under this Contract after
1087 Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and
1088 survive Closing.
1089

1090 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event
1091 of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court
1092 must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and
1093 expenses.
1094
1095

1096 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not
1097 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the
1098 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators
1099 cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must
1100 agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share
1101 equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the
1102 entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by
1103 one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing
1104 in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property,
1105 before or after the date of written notice requesting mediation. This Section will not alter any date in this
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Initials _____

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23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

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

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

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

26. NOTICE, DELIVERY AND CHOICE OF LAW.

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

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

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

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed

1166 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign
1167 a contract in Colorado for real property located in Colorado.
1168

1169
1170 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing,
1171 by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such
1172 acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If
1173 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
1174 executed by each party, separately and when each party has executed a copy thereof, such copies taken
1175 together are deemed to be a full and complete contract between the parties.
1176

1177
1178 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith
1179 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**
1180 **Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;**
1181 **and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.**
1182

1183
1184 **ADDITIONAL PROVISIONS AND ATTACHMENTS**
1185

1186 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
1187 Colorado Real Estate Commission.)
1188

1189 **Section 17). This provision takes precedence over section 17 of the contract. Seller agrees to**
1190 **give possession of building at closing of Transaction and transfer of Deed. Seller also agrees**
1191 **to allow for shared parking of any new tenants placed in the building by Buyer. Although,**
1192 **Seller will have use of shared parking lot up to but not beyond the date of issuance of**
1193 **completion of parking lot East of newly constructed Library Building.**
1194
1195
1196
1197

1198
1199 **30. OTHER DOCUMENTS.**

1200 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:

1201 n/a
1202
1203
1204
1205

1206 **30.2. Documents Not Part of Contract.** The following documents have been provided but are not a
1207 part of this Contract:

1208 n/a
1209
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1215 **Signatures**
1216
1217

1218 _____ Date: _____

1219 Buyer: **Berkenkotter Holdings, LLC**
1220 **By: Dan Berkenkotter , Member Manager**
1221
1222
1223
1224

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

Date: _____

Seller: **Douglas County Libraries**
By: Suzanne Burkholder , President - Board of Trustees

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker Does **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, 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** **Transaction-Broker** in this transaction.

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

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

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

Brokerage Firm's Name: **Realty One Group Premier**

Brokerage Firm's License #: **EC 40035830**



Date: **6/13/2023**

Broker's Name: **Jeff Samuelson**

Broker's License #: **FA100049334**

Address: **8600 Park Meadows Drive Lone Tree , CO 80124**

Ph: **303-798-4300** Fax: **303-265-9996** Email Address: **jeff@jeffsamuelson.com**

Initials _____

1283 **B. Broker Working with Seller**

1284

1285 Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if
1286 Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not
1287 already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest
1288 Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of
1289 Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written
1290 mutual instructions, provided the Earnest Money check has cleared.
1291

1292

1293 Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** in this transaction.

1294

1295 **Customer**. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship
1296 with Buyer.
1297

1298 Brokerage Firm's compensation or commission is to be paid by **Seller** **Buyer** **Other** .
1299

1300 This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does
1301 NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be
1302 entered into separately and apart from this provision.
1303

1304

1305 Brokerage Firm's Name:

1306

1307 Brokerage Firm's License #:

1308

Date: _____

1309

1310 Broker's Name: **Matthew J Henrichs**

1311

1312 Broker's License #: **FA100007009**

1313

1314 Address: ,

1315 Ph: Fax: Email Address:

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1317

1318 **CBS3-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)**

1319

1320 CTM eContracts - ©2022 MRI Software LLC - All Rights Reserved

Initials _____

DATE: June 28, 2023

AGENDA ITEM: Social Use Alcohol Policy

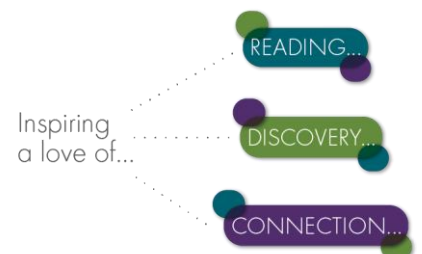
PERSON(S) RESPONSIBLE: Bob Pasicznyuk

DISCUSSION: In March the Board approved an updated external alcohol policy. When working on compliance and implementation of this policy for the August 1 board established date, it was noticed that the policy did not clearly account for internal use of alcohol at Douglas County Libraries events. Working with the Director of Community Engagement and legal counsel, language was added to account for internal use of alcohol.

BUDGET IMPACT: None

RECOMMENDATION: Staff recommends adoption of this amended policy.

MOTION: I move to accept the Social Use Alcohol Policy as revised to include language for internal use of alcohol at Douglas County Libraries events.



SOCIAL USE ALCOHOL POLICY

General

Serving or consuming alcoholic beverages **by any person or entity outside of Douglas County Libraries** is prohibited on District property and within or around District buildings without the execution of and compliance with the District’s event and hospitality services contract. **Serving or consuming alcoholic beverages for a Douglas County Libraries activity or event is allowed when approved by the Executive Library Director, or Director of Community Engagement, and in compliance of all legal requirements.**

~~Serving or consuming alcoholic beverages is prohibited on Douglas County Libraries (the “Library”) property and within or around Library buildings without the execution of and compliance with the Library’s Event and Hospitality Services contract.~~

Conditions to Prior Written Permission to Serve Alcohol

Written permission to serve and consume wine, beer, liquor, spirits, mixed drinks, or cocktails (hereinafter “alcohol”) may be granted to individuals or entities only under the following conditions:

- A written agreement shall be signed by the appropriate individual or legally authorized entity representative in the form provided by the Library. The form will require the individual or entity to provide specified general liability and other relevant insurance coverages and to indemnify the Library and its officers and employees from any and all liability for use of the Library’s property, including but not limited to alcohol-related liability. *Please request a written agreement from the Library for review of all applicable terms.*
- The Library’s Director of Community Engagement, as applicable, must be satisfied that the alcohol service and consumption requested meets all federal, state and local laws and regulations.
- No Library tax revenue may be used to purchase alcohol served at Library events.
- During the event at which alcohol is proposed to be served and consumed, any and all service and consumption of alcohol must take place within the event space contracted.
- The event at which alcohol is proposed to be served and consumed must be a closed event such that only those individuals or groups receiving written or electronic invitations are eligible to attend. The event shall not be open to the general public or large classes of the general public but must be a special event of special relevance only to a discrete group of defined attendees (e.g., the event must not be one wherein attendance is induced by advertisements, leaflets, or other materials aimed at unspecified individuals).

Violations of Library Policy

Should the Library or its staff become aware that any individual or entity is violating the Library's *Alcohol Policy* during any event held on Library property, the Library will immediately terminate the event and all event attendees will be asked to leave the Library's property forthwith. Additional consequences may be imposed on the event's organizer(s) via the written agreement specified above.