

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-21) (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
(LAND)
(☐ Property with No Residences)
(☒ Property with Residences-Residential-Addendum Attached)

Date: _____

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. Town of Erie Urban Renewal Authority, a body corporate and politic (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ In Common ☒ Other In severalty.

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

2.3. Seller. Community Development Group of Erie, Inc., a Colorado corporation. (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 Weld, Colorado:

Lot 1, Block 11, Erie Commons Filing #5, 2nd Amendment,
Weld County, State of Colorado (the "Property")

known as: _____
Street Address City State Zip

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

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

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**: All structures existing on the Property, if any. 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. Encumbered Inclusions. Intentionally deleted.

2.5.3. Personal Property Conveyance. Intentionally deleted.

2.5.4. Leased Items. Intentionally deleted.

2.6. Exclusions. The following items are excluded (Exclusions): Personal property of Seller and all tenant-owned property.

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

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights: none.

☐ **2.7.2. Other Rights Relating to Water.** Intentionally deleted.

☐ **2.7.3. Well Rights.** Intentionally deleted.

☐ **2.7.4. Water Stock Certificates.** Intentionally deleted.

☐ **2.7.5. Water and Sewer Taps.** Intentionally deleted.

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

2.7.7. Water Rights Review. Intentionally deleted.

2.8. Growing Crops. Intentionally deleted.

52 3. DATES, DEADLINES AND APPLICABILITY.
53 3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	<u>5:00 pm Denver time</u>
2	§ 4	Alternative Earnest Money Deadline	<u>7 days after MEC</u>
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	<u>15 days after MEC</u>
4	§ 8	Record Title Objection Deadline	<u>55 days after MEC</u>
5	§ 8	Off-Record Title Deadline	<u>15 days after MEC</u>
6	§ 8	Off-Record Title Objection Deadline	<u>55 days after MEC</u>
7	§ 8	Title Resolution Deadline	<u>60 days after MEC</u>
8	§ 8	Third Party Right to Purchase/Approve Deadline	<u>N/A</u>
		Owners' Association	
9	§ 7	Association Documents Deadline	<u>N/A</u>
10	§ 7	Association Documents Termination Deadline	<u>N/A</u>
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	<u>15 days after MEC</u>
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<u>N/A</u>
		Loan and Credit	
13	§ 5	New Loan Application Deadline	<u>N/A</u>
14	§ 5	New Loan Terms Deadline	<u>N/A</u>
15	§ 5	New Loan Availability Deadline	<u>N/A</u>
16	§ 5	Buyer's Credit Information Deadline	<u>N/A</u>
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<u>N/A</u>
18	§ 5	Existing Loan Deadline	<u>N/A</u>
19	§ 5	Existing Loan Termination Deadline	<u>N/A</u>
20	§ 5	Loan Transfer Approval Deadline	<u>N/A</u>
21	§ 4	Seller or Private Financing Deadline	<u>N/A</u>
		Appraisal	
22	§ 6	Appraisal Deadline	<u>N/A</u>
23	§ 6	Appraisal Objection Deadline	<u>N/A</u>
24	§ 6	Appraisal Resolution Deadline	<u>N/A</u>
		Survey	
25	§ 9	New ILC or New Survey Deadline	<u>55 days after MEC</u>
26	§ 9	New ILC or New Survey Objection Deadline	<u>55 days after MEC</u>
27	§ 9	New ILC or New Survey Resolution Deadline	<u>60 days after MEC</u>
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	<u>N/A</u>
29	§ 8	Mineral Rights Examination Deadline	<u>N/A</u>
30	§ 10	Inspection Termination Deadline	<u>60 days after MEC</u>
31	§ 10	Inspection Objection Deadline	<u>N/A</u>
32	§ 10	Inspection Resolution Deadline	<u>N/A</u>
33	§ 10	Property Insurance Termination Deadline	<u>60 days after MEC</u>
34	§ 10	Due Diligence Documents Delivery Deadline	<u>15 days after MEC</u>
35	§ 10	Due Diligence Documents Objection Deadline	<u>55 days after MEC</u>
36	§ 10	Due Diligence Documents Resolution Deadline	<u>60 days after MEC</u>
37	§ 10	Environmental Inspection Termination Deadline	<u>60 days after MEC</u>
38	§ 10	ADA Evaluation Termination Deadline	<u>60 days after MEC</u>
39	§ 10	Conditional Sale Deadline	<u>N/A</u>
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<u>N/A</u>
41	§ 11	Estoppel Statements Deadline	<u>N/A</u>
42	§ 11	Estoppel Statements Termination Deadline	<u>N/A</u>

		Closing and Possession	
43	§ 12	Closing Date	<u>74 days after MEC</u>
44	§ 17	Possession Date	<u>At Closing</u>
45	§ 17	Possession Time	<u>At Closing</u>
46	§ 27	Acceptance Deadline Date	
47	§ 27	Acceptance Deadline Time	

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

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

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

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

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

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

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ <u>585,000</u>	
2	§ 4.3.	Earnest Money		\$ <u>10,000</u>
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$ <u>575,000</u>
10		TOTAL	\$ <u>585,000</u>	\$ <u>585,000</u>

4.2. Seller Concession. Intentionally deleted.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a \$10,000 cash deposit, will be payable to and held by Land Title Guarantee Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

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

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

89 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
90 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
91 Release form), within three days of Buyer's receipt.

92 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
93 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in “**If Seller**
94 **is in Default**”, § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

95 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
96 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in “**If Buyer**
97 **is in Default**”, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

98 **4.4. Form of Funds; Time of Payment; Available Funds.**

99 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
100 and closing costs, must be in funds that comply with all applicable Colorado laws, including cash or electronic transfer funds (Good
101 Funds).

102 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
103 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
104 **NONPAYING PARTY WILL BE IN DEFAULT.**

105 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have
106 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

107 **4.5. New Loan.** Intentionally deleted.

108 **4.6. Assumption.** Intentionally deleted.

109 **4.7. Seller or Private Financing.** Intentionally deleted.

110

TRANSACTION PROVISIONS

111 **5. FINANCING CONDITIONS AND OBLIGATIONS.** Intentionally deleted.

112 **6. APPRAISAL PROVISIONS.** Intentionally deleted.

113 **7. OWNERS' ASSOCIATIONS.** Intentionally deleted.

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

115 **8.1. Evidence of Record Title.**

116 ☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
117 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
118 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
119 or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will use commercially reasonable efforts to cause
120 the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

121 ☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
122 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
123 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

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

125 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
126 Extended Coverage (OEC) if the Survey is sufficient to delete standard, “preprinted” survey exceptions. If the Title Commitment is
127 to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession,
128 (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and
129 time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to
130 the year of Closing. Any additional premium expense to obtain OEC will be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer**
131 **and One-Half by Seller** ☐ **Other** _____.

132 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
133 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
134 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
135 § 8.7. (Right to Object to Title, Resolution).

136 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
137 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
138 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
139 Documents).

140 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
141 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
142 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
143 party or parties obligated to pay for the owner's title insurance policy.

144 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
145 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

146 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
147 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
148 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
149 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
150 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
151 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
152 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
153 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
154 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant
155 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,
156 Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of
157 Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
158 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents
159 as satisfactory.

160 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
161 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation,
162 governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has
163 actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New
164 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
165 records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title
166 Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record
167 Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title**
168 **Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier
169 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
170 Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the
171 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice
172 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if
173 any, of third parties not shown by public records.

174 **8.4. Special Taxing Districts.** **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
175 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
176 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**
177 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
178 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
179 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
180 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
181 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
182 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
183 **RECORDER, OR THE COUNTY ASSESSOR.**

184 **8.5. Tax Certificate.** A tax certificate paid for by ☐ Seller ☒ Buyer, for the Property listing any special taxing districts
185 that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located
186 within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may
187 terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**,
188 Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before
189 ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate
190 would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on
191 or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax
192 Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to
193 Terminate under this provision.

194 **8.6. Third Party Right to Purchase/Approve.** *Intentionally deleted.*

195 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
196 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing

197 District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or
198 before the applicable deadline, Buyer has the following options:

199 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
200 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
201 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
202 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
203 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
204 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
205 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
206 applicable documents; or

207 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
208 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

209 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
210 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
211 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
212 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
213 laws and governmental regulations concerning land use, development and environmental matters.

214 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
215 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
216 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
217 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
218 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
219 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
220 **GAS OR WATER.**

221 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
222 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
223 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
224 **RECORDER.**

225 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
226 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
227 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
228 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

229 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
230 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
231 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
232 **AND GAS CONSERVATION COMMISSION.**

233 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
234 not covered by the owner's title insurance policy.

235 **8.9. Mineral Rights Review. Intentionally deleted.**

236 **9. NEW ILC, NEW SURVEY.**

237 **9.1. New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC);** or, (2)
238 ☒ **New Survey** in the form of an ALTA survey; is required and the following will apply:

239 **9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☒ **Buyer** will order the New ILC or New Survey. The
240 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
241 after the date of this Contract.

242 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
243 Closing, by: ☐ **Seller** ☒ **Buyer** or:

244 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
245 the opinion of title if an Abstract of Title) and counsel for Buyer and Seller will receive a New ILC or New Survey on or before
246 **New ILC or New Survey Deadline.**

247 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
248 all those who are to receive the New ILC or New Survey.

249 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Intentionally deleted.**

250 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New
251 Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective
252 discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

253 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

254 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
255 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.
256 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
257 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
258 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
259 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
260 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

261

DISCLOSURE, INSPECTION AND DUE DILIGENCE

262 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**
263 **WATER.**

264 **10.1. Seller's Property Disclosure.** Buyer acknowledges receipt of the applicable Colorado Real Estate Commission's
265 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

266 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
267 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
268 facts will be either in writing or verbally to Malcolm Fleming and Corey Hoffmann. In the event Seller discovers an adverse material
269 fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based
270 on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise
271 provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As-Is" condition, "Where Is"
272 and "With All Faults."

273 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
274 (by one or more third parties, personally or both) of the Property, at Buyer's expense. If (1) the physical condition of the Property,
275 (2) *intentionally deleted.* (3) service to the Property (including utilities and communication services), (4) any proposed or existing
276 transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect
277 or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

278 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
279 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
280 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
281 pursuant to § 10.3.2.; or

282 **10.3.2. Inspection Objection.** *Intentionally deleted.*

283 **10.3.3. Inspection Resolution.** *Intentionally deleted.*

284 **10.4. Damage, Liens and Indemnity.** *Intentionally deleted.* [See Addendum]

285 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
286 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
287 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

288 **10.6. Due Diligence.**

289 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
290 pertaining to the Property (Due Diligence Documents), to the extent the same exist and are in the actual possession or control of
291 Seller, to Buyer on or before **Due Diligence Documents Delivery Deadline**:

292 **10.6.1.1. Occupancy Agreements.** *Intentionally deleted.*

293 **10.6.1.2. Leased Items Documents.** *Intentionally deleted.*

294 **10.6.1.3. Encumbered Inclusions Documents.** *Intentionally deleted.*

295 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
296 of the following, *to the extent such documents exist and are in Seller's possession and control:*

297 ☒ **10.6.1.4.1. All current contracts** relating to the operation, maintenance and management of
298 the Property;

299 ☐ **10.6.1.4.2. Property tax bills** for the last _____ years;

300 ☒ **10.6.1.4.3. If specifically requested by Buyer,** as-built construction plans to the Property and
301 the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent
302 Certificates of Occupancy, to the extent now available;

303 ☐ **10.6.1.4.4. A list of all Inclusions** to be conveyed to Buyer;

304 ☐ **10.6.1.4.5. Operating statements** for the past _____ years;

305 ☐ **10.6.1.4.6. A rent roll** accurate and correct to the date of this Contract;

306 ☐ **10.6.1.4.7. A schedule of any tenant improvement work** Seller is obligated to complete but
307 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

308 ☒ **10.6.1.4.8. All insurance policies** pertaining to the Property and copies of any *pending* claims;

309 ☒ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
310 not delivered earlier under § 8.3.);
311 ☒ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
312 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
313 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas;
314 ☒ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
315 compliance of the Property with said Act;
316 ☒ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any
317 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
318 authorizations, if any; and
319 ☐ **10.6.1.4.13.** Other:

320 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
321 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
322 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

323 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
324 or

325 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
326 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

327 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
328 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
329 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
330 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
331 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

332 **10.6.3. Zoning.** Intentionally deleted.

333 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
334 Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer will order or provide
335 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the
336 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
337 at the expense of ☐ Seller ☒ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
338 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
339 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
340 tenants' business uses of the Property, if any.

341 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
342 **Inspection Termination Deadline** will be extended by 60 days (Extended Environmental Inspection Objection Deadline) and if
343 such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended
344 a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II Environmental Site Assessment.

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

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

351 **10.7. Conditional Upon Sale of Property.** Intentionally deleted.

352 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Intentionally deleted.

353 **10.9. New Leases.** Seller will not enter into any new leases affecting the Property without the prior written consent of Buyer,
354 which consent will not be unreasonably withheld or delayed.

355 **10.10. Lead-Based Paint.** [Intentionally Deleted]

356 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted]

357 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted]

358 **11. TENANT ESTOPPEL STATEMENTS.** Intentionally deleted.

359

CLOSING PROVISIONS

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

361 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
362 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is

363 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
364 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
365 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
366 Seller will sign and complete all customary or reasonably required documents at or before Closing.

367 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with this
368 Contract.

369 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
370 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by Seller and Buyer.

371 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
372 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

373 **12.5. Assignment of Leases.** Intentionally deleted.

374 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
375 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒
376 special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed
377 ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
378 sufficient special warranty deed to Buyer, at Closing.

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

383 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
384 **WITHHOLDING.**

385 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
386 to be paid at Closing, except as otherwise provided herein.

387 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
388 ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

389 **15.3. Association Fees and Required Disbursements.** Intentionally deleted.

390 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by
391 Buyer and One-Half by Seller ☒ N/A.

392 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
393 ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

394 **15.6. Private Transfer Fee.** Intentionally deleted.

395 **15.7. Water Transfer Fees.** Intentionally deleted.

396 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
397 paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

398 **15.9. FIRPTA and Colorado Withholding.**

399 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
400 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
401 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS a foreign
402 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
403 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
404 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
405 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
406 if an exemption exists.

407 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
408 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
409 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
410 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
411 tax advisor to determine if withholding applies or if an exemption exists.

412 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

413 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

414 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
415 for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☒ Most Recent Mill Levy
416 and Most Recent Assessed Valuation, ☐ Other _____.

470 **20.2. If Seller is in Default:**

471 **20.2.1. Damages.** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
472 hereunder will be returned to Buyer.

473 **20.2.2. Seller's Failure to Perform.** Intentionally deleted.

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

477 **22. MEDIATION.** Intentionally deleted.

478 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
479 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
480 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
481 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
482 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
483 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
484 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
485 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
486 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
487 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. This Section will survive
488 cancellation or termination of this Contract.

489 **24. TERMINATION.**

490 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
491 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
492 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
493 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
494 and waives the Right to Terminate under such provision.

495 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
496 returned to the party entitled to receive the Earnest Money pursuant to this Contract, the parties are relieved of all obligations
497 hereunder, subject to §§ 10.4. and 21.

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

504 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

505 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
506 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
507 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
508 must be received by the party, not Broker or Brokerage Firm).

509 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
510 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
511 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
512 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile or email.

513 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
514 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
515 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

516 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
517 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
518 located in Colorado.

519 27. **COUNTERPARTS.** A copy of this Contract may be executed by each party, separately and when each party has executed a
520 copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

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

525 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

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

528 30. **OTHER DOCUMENTS.**

529 30.1. **Documents Part of Contract.** The following documents are a part of this Contract:

530
531 Addendum attached hereto
532

533 30.2. **Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:

534
535 N/A

536 **SIGNATURES**

537 Buyer's Name: Town of Erie Urban Renewal Authority, a
body corporate and politic

Buyer's Name: _____

By:

Buyer's Signature

Date

Buyer's Signature

Date

Address: 645 Holbrook Street
Erie, CO 80516

Address: _____

Phone No.: (303) 926-2700

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

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

Seller's Name: Community Development Group of Erie,
Inc., a Colorado corporation

 11/28/23
Seller's Signature AUTHORIZED REPRESENTATIVE Date

Address: 2500 Arapahoe Avenue, Suite 220
Boulder, CO 80302

Phone No.: _____

Fax No.: _____

Email Address: jonrlee@cdgcolorado.com

539
540 **END OF CONTRACT TO BUY AND SELL REAL ESTATE**