



TOWN COUNCIL WORK SESSION & MEETING
Zoom Webinar and/or Town Council Chamber
3 S. Timber Ridge Parkway, Severance, CO 80550

AGENDA
TOWN COUNCIL WORK SESSION & MEETING
Tuesday, May 14, 2024, at 5:00 PM

A. PRESENTATIONS

1. **Swearing-In Ceremony for Officers Joe Martinez & Doug Kline**
 -
 - Staff Presentation: Kenneth Chavez, Chief of Police
2. **Pg 4 - SAFEbuilt Scholarships**

B. CALL TO ORDER WORK SESSION

The Goal of the Work Session is to have the Town Council receive information on topics of Town business from the Town Manager, Town Attorney and Town Staff in order to exchange ideas and opinions regarding these topics.

1. **Pledge of Allegiance**
2. **Pg 18 - Ordinance 2024-XX: Amending Chapter 10, Offenses, of the Severance Municipal Code to Add a New Section 10-5-35 Regarding the Safe Use of Public Property to Limit Public Camping and Prohibit Temporary Structures on Public Property**
 - Discussion
 - Staff Presentation: Nicholas Wharton, Town Manager
3. **Pg 23 - Ordinance 2024-XX: Amending the Severance Municipal Code to add a new section 16.4.40 regarding non-potable secondary water systems for new residential development**
 - Discussion
 - Staff Presentation: Nicholas Wharton, Town Manager

C. CALL TO ORDER REGULAR MEETING

1. **Roll Call**
2. **Agenda Review by Town Manager**
3. **Consent Calendar**

The Consent Calendar is intended to allow the Town Council to spend time and energy on the important items and not routine actions. A Council Member may request an item on this calendar to be "pulled" off the Consent Calendar and considered separately as a regular agenda item. Items remaining on the Consent Calendar will be approved by Town Council with one vote.

a. Pg 28 - 4.23.24 Minutes

4. Approval of Agenda

5. Public Comment

The purpose of the Public Comment is for members of the public to speak to the Town Council on any subject not scheduled on the agenda. To accomplish scheduled agenda items, comments should be limited to three minutes for those attending in person or an appropriate time as deemed by the Mayor. The Town Council is not obligated to make decisions or take action on comments but may choose to schedule the matter for a later discussion. Those addressing the Town Council, please state your name and address and sign-in.

6. Council Member Comments

7. Reports

Council approval may be sought for administrative actions in association with staff reports.

- a. Town Attorney
- b. Pg 33 - Town Staff
- c. Town Management
- d. Council Members Liaisons
- e. Mayor

D. TOWN COUNCIL

1. Pg 47 - Tree Board Appointment

-
- Staff Presentation:

2. Pg 54 - Resolution 2024-24R: Authorizing the Acquisition and Purchase of the Real Property Located at 312 1st Street in the Town of Severance, Colorado, and Approving the Contract to Buy and Sell Real Estate (Commercial) Pertaining Thereto

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

E. COUNCIL MEMBER PETITIONS

Council Members may ask for items to be added to future agendas.

F. ADJOURN

Town Council MEETING
Tuesday, May 14, 2024, 5:00 PM (MDT)

Registration URL
https://us02web.zoom.us/webinar/register/WN_GSL5tq02RNOARXxagWeWpA

The Town of Severance does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the provision of services. For disabled persons needing reasonable accommodation to attend or participate in a town service, program, public meeting, or activity, call 970-686-1218 at least 72 hours in advance. Disabled access is available from the front entrance of the Town Hall.



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 4 - SAFEbuilt Scholarships	Lindsay Radcliff, Deputy Town Manager	Mayor Matthew Fries
ACTION REQUESTED		
N/A		<u>Presentation</u>
BRIEF SUMMARY		
The 2024 Town of Severance and SAFEbuilt Scholarship Program recipient(s) are: Brooklynn Posey, Cyan Godbold, Erin Crowhart, and Ryan Ewoniuk. Between the Town of Severance and SAFEbuilt, four (4) high school seniors who live in Severance have been awarded a one-time scholarship of \$1000.00 for the August 2024 school year. Mr. Weber and Mrs. Radcliff-Coombes reviewed each of the applications and deemed them approved and awarded on behalf of the Town of Severance and SAFEbuilt. All recipients have been asked to attend the May 14th, 2024, Town Council meeting to receive their awarded scholarships.		
PUBLIC SUPPORT/CONCERN		
N/A		
ANALYSIS AND RECOMMENDATION		
N/A		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Brooklynn Posey_TOS Safebuilt 2024 Scholarship Winner_Redacted 2. Cyan Godbold_TOS Safebuilt Scholarship 2024 winner_Redacted 3. Erin Crownhart_Safebuilt TOS 2024 scholarship Winner_Redacted 4. Ryan Ewoniuk_Safebuilt TOS 2024 winner_Redacted		



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Applicant Name: Brooklyn Posey

Application Due: April 26, 2024

Section A: Contact Information

First Name: Brooklyn Last Name: Posey

Address: [REDACTED]

City, State, Zip: [REDACTED]

Phone #: [REDACTED] e-mail: [REDACTED]

Section B: Education Information

Grade Point Average: 4.2

Education Institution you plan to attend in the Fall of 2024:

- 1) Wyoming University - already got in (First Choice)
- 2) _____ (Second Choice)

Intended Major(s): Criminal Justice

Intended Career(s): lawyer

Section C: Student Resume

School Involvement: List up to four school-related activities in which you have participated during high school.

Activity	Honors, Positions Held, Letters Earned	Dates of Involvement	Hours Per Month
Cheerleading	varsity letter	4 years	24
Soccer	varsity letter	2 years	40



Community Involvement: List up to four community activities in which you are or have been involved. Please provide a contact name and phone number to verify your involvement.

Activity	Organizational Contact	Positions Held	Dates of Involvement	Hours Per Month
Cheer mini camp	Cheer	Worker	Oct. 18-20th	3
Face paint	Cheer	Worker	Aug. 19th	3
Egg fundraiser	Cheer	Worker	Mar. 30th	2

Awards and Honors: List up to four awards or honors you received during high schools and briefly describe their significance.

Award/Honor	Significance to You	Date Received
All conference athlete	From cheer, important to me	Apr. 7th
All American	World travels, achievement to me	Jul. 21st
League championship	Won with my team	Nov. 9th

Section D: Written Response

Please attach a written response of no longer than 300 words describing what you consider to be your most significant contribution to the community of Severance during your time here.

Section E: Student Statement

I certify the information provided in this application is, to the best of my knowledge, true and correct. I also certify that the written responses are a product of my own work and thoughts.

Signature: Bruce

Date: 4/10/24

Please submit two (2) copies of this application for consideration

to the Town of Severance at humanresource@townofseverance.org or drop off at Severance Town Hall: 3 S. Timber Ridge Parkway.

My name is Brooklynn Posey, I am currently a senior at Severance High School. Being here for four years, I think my most significant contribution to the Severance community is the fundraiser I put together as awareness for childhood cancer. Brynlee, my youngest sibling, was diagnosed with Neuroblastoma cancer. Neuroblastoma is found in your adrenal glands, located on top of your kidneys. It develops in the belly, chest, neck, arms, pelvis and/or your bones. At five months old, a cancerous tumor developed in her neck. Ultimately this tumor eventually evolved into several tumors around her collar bone area. At 14 months old, she first went into remission. We were told Brynlee would have a high likelihood of this cancer following her/ coming and going throughout her life. Last year, October of 2022, her tumor was reformed in the same place on her neck. Brynlees entire childhood was surgeries, procedures, hair loss, pain and in constant fear of her next doctor's visit.. Which were very frequent. Last year, I put together a fundraiser during a cancer awareness basketball game held at our school. At halftime, Brynlee got to perform with me and my cheer team for an entire routine. After the performance, the basketball team got gifts for her as well as money donated to her and the unanswered questions for recent doctor visits on what this tumor is. You may be wondering what this did for the community of severance itself. This not only helped me and my family significantly, but it allowed other parents or children who have been diagnosed with cancer to stand up for recognition. It helped these other individuals know they're not alone and to continue to fight. Cancer is an ugly thing, but the individuals who are fighting it are so strong and beautiful.



Applicant Name: Application

Due: April 26, 2024

Section A: Contact Information

First Name: Cyan Last Name: Godbold

Address: [REDACTED]

City, State, Zip: [REDACTED]

Phone #: [REDACTED]

e-mail: [REDACTED]

Section B: Education Information

Grade Point Average: 4.127

Education Institution you plan to attend in the Fall of 2024:

University of Northern Colorado

Intended Major(s): Accounting + History

Intended Career(s): CPA, or Museum Curator

Section C: Student Resume

School Involvement: List up to four school-related activities in which you have participated during high school.

Activity	Honors, Positions Held, Letters Earned	Dates of Involvement	Hours Per Month
Science Bowl		October 2022 - May 2024	10
National Honor Society		April 2022 - May 2024	5

DECA	Secretary from October 2021 - May 2022	September 2021 - December 2023	8
GSA	Secretary from May 2022 - January 2024.	March 2022 - May 2024	5

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Community Involvement: List up to four community activities in which you are or have been involved. Please provide a contact name and phone number to verify your involvement.

Activity	Organizational Contact	Positions Held	Dates of Involvement	Hours Per Month
Sunday School	Terry Clayton (970)-978-5620	Assistant Teacher	Year-round, August 2021 onward.	6
Vacation Bible School	Terry Clayton (970)-978-5620	Counselor	July 2018, 2019, 2021, 2022, 2023,	14
After Prom Activities	Racinda Godbold (970)-397-3782	Helper	March 2023 - May 2024	

Awards and Honors: List up to four awards or honors you received during high schools and briefly describe their significance.

Award/Honor	Significance to You	Date Received
Academic Lettering	This award represents constant academic excellence and perseverance.	May 11 2023, May 1 2024
National Rural Recognition	This award shows that I have risen above a perceived hurdle to achieve academic greatness.	March 3, 2023
Seal of Biliteracy	This represents the mastery of another language, which has been a large goal for much of my life.	May 26, 2024

Section D: Written Response

Please attach a written response of no longer than 300 words describing what you consider to be **your most significant contribution to the community of Severance during your time here.**

Section E: Student Statement

I certify the information provided in this application is, to the best of my knowledge, true and correct. I also certify that the written responses are a product of my own work and thoughts.

Signature:



Date: /04/24/2024/

Please submit two (2) copies of this application for consideration

to the Town of Severance at humanresource@townofseverance.org or drop off at Severance Town Hall: 3 S. Timber Ridge Parkway.

As a member of the Severance Community, I have always strived to leave a positive impact and give back to the community. Two of the most significant ways that I have been able to do this are volunteering for Sunday school and helping set up and raise money for our Severance High School After Prom.

I have volunteered my time as both an assistant and as a leader for Sunday school for a very long time. Sunday school is a program that happens every Sunday, that provides children with a fun and educational environment where they can learn more about their faith and develop bonds with their classmates. By regularly volunteering I have been able to get to know these kids and provide them with a support system. I have also been able to learn more about teaching, and how each person is different by meeting the needs of each of these kids.

In addition to my volunteer work at Sunday School, I have also raised funds and delivered goods for, after prom. After-prom events are important events for high school students, providing them with a safe and enjoyable way to celebrate and unwind after their prom. However these events are costly to organize, and fundraising is necessary to ensure that they are accessible to all students.

To end, volunteering at vacation bible school and raising money for after-prom events have been two of the most significant ways that I have contributed to my community. Through these experiences, I have been able to make a positive impact, give back to others, and grow personally and spiritually. I am grateful for the opportunities that I have to give to my community, and I look forward to continuing to make a difference in my community.



Applicant Name:

Erin Crownhart

Application Due: April 26, 2024

Section A: Contact Information

First Name:

Erin

Last Name:

Crownhart

Address:

[REDACTED]

City, State, Zip:

[REDACTED]

Phone #:

[REDACTED]

e-mail:

[REDACTED]

Section B: Education Information

Grade Point Average:

4.352

Education Institution you plan to attend in the Fall of 2024:

- 1) Santa Clara University (First Choice)
- 2) University of Nebraska Lincoln (Second Choice)

Intended Major(s): Bio medical or mechanical engineering

Intended Career(s): Medical field or engineer

Section C: Student Resume

School Involvement: List up to four school-related activities in which you have participated during high school.

Activity	Honors, Positions Held, Letters Earned	Dates of Involvement	Hours Per Month
Tennis	4 yr. Varsity letter, All-conference	2020-2024	40
FCCLA	2 time 2nd place state, 5th place nationals	2022-2024	8
Leadership	Co-president, 4 year letter	2020-2024	20
NHS	Treasurer, lettered	2022-2024	4

→ 2x state qualifier



Community Involvement: List up to four community activities in which you are or have been involved. Please provide a contact name and phone number to verify your involvement.

Activity	Organizational Contact	Positions Held	Dates of Involvement	Hours Per Month
Marian Camp	402-780-2750	Counselor	July, 2021	120
Tennis Coach	970-381-7905	Coach	2021-2024	25
Tutoring	970-215-8607	Tutor	2022-2024	4
Gift wrapping	805-598-5878	Volunteer	2022-2024	8 hrs. total

Awards and Honors: List up to four awards or honors you received during high schools and briefly describe their significance.

Award/Honor	Significance to You	Date Received
Female Athlete of the Year	Recognized by staff and coaches for exceptional work	May 2023
National AP Scholar	Awarded b/c I earned a 3 on >3 tests	2023
Homecoming Royalty	Teachers voted me for being leader/kind	Oct. 2021
5th place FCLA Nationals	Worked hard & earned this award for an amazing project on Entrepreneurship	Jul. 2023

Section D: Written Response

Please attach a written response of no longer than 300 words describing what you consider to be your most significant contribution to the community of Severance during your time here.

Section E: Student Statement

I certify the information provided in this application is, to the best of my knowledge, true and correct. I also certify that the written responses are a product of my own work and thoughts.

Signature: Erin Crowheart

Date: 4/18/24

Please submit two (2) copies of this application for consideration

to the Town of Severance at humanresource@townofseverance.org or drop off at Severance Town Hall: 3 S. Timber Ridge Parkway.

Erin Crownhart
SAFEbuilt Application Essay
April 24, 2024

I was born and raised in Severance, Colorado, and I have been fortunate to see the growth of our community throughout my youth. While I actively participated in numerous activities for the town of Severance, the contribution that has been most impactful on my life is tutoring the children at Range View Elementary School. In my tutoring experiences I discovered that the current kindergarten through third grade classes struggle with reading. The difficulty students exhibit with literacy seems to be far reaching in the technological generation we live in. I want to make a difference in the lives of these young students. I love reading because it can transport you to another world entirely and I want to share my passion with them. These early learners need more exposure to reading at a higher level and they require someone to read with them frequently in order to improve. I thoroughly enjoy assisting them in sounding out words and comprehending what they were reading. All students need the tools necessary to read for their mental health, to provide greater educational opportunities, and for success in their future. It is shown that reading challenges your brain, and that well-read individuals are better communicators. For the future of our community, I want these children to grow up and be strong members of it. Although I only worked with a small group of students, I know I made an impact in their lives. I loved my experience working with an amazing group of young learners while contributing to the community of Severance in such a meaningful way.



SAFEbuilt[✓]

Applicant Name:

Ryan Ewoniuk

Application Due: April 28, 2023

Section A: Contact Information

First Name:

Ryan

Last Name:

Ewoniuk

Address:

City, State, Zip:

Phone #:

e-mail:

Section B: Education Information

Grade Point Average:

3.6

Education Institution you plan to attend in the Fall of 2022:

1) Northeastern Junior College (First Choice)

2) _____ (Second Choice)

Intended Major(s): Engineering (not specified yet)

Intended Career(s): _____

Section C: Student Resume

School Involvement: List up to four school-related activities in which you have participated during high school.

Activity	Honors, Positions Held, Letters Earned	Dates of Involvement	Hours Per Month
National Honor Society	Member, Letter	5-23 - Now	1.5
Student Council	Member, Letter	12-22 - Now	15



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Community Involvement: List up to four community activities in which you are or have been involved. Please provide a contact name and phone number to verify your involvement.

Activity	Organizational Contact	Positions Held	Dates of Involvement	Hours Per Month
Leadership Tutoring	cherilyn.henning@severance.org	Tutor	12/22 - Now	5
Severance baseball community camp	970-216-8607	Coach	One day	3
Stark Summit for Northern Colorado	919-606-3382	Organizer	Summer 23 - Now	4
Realities for children	970-481-2311	Organizer	January 24	2

Awards and Honors: List up to four awards or honors you received during high schools and briefly describe their significance.

Award/Honor	Significance to You	Date Received
2x All state Golf	Playing Golf in college	10-4-23 / 10-3-24
Academic Letter	Grades are important	

Section D: Written Response

Please attach a written response of no longer than 300 words describing what you consider to be your most significant contribution to the community of Severance during your time here.

Section E: Student Statement

I certify the information provided in this application is, to the best of my knowledge, true and correct. I also certify that the written responses are a product of my own work and thoughts.

Signature: Ryan Swoniuk

Date: 4/11/24

Please submit two (2) copies of this application for consideration to the Town of Severance at humanresource@townofseverance.org or drop off at Severance Town Hall: 3 S. Timber Ridge Parkway.

Dear Selection Committee,

My name is Ryan Ewoniuk, and I have been a Severance resident coming up on 6 years. I attended Severance Middle School for 8th grade and have been at Severance High School for all 4 years. I am very involved in the climate of our school, being a part of the student council and national honor society. I am a 3 sport athlete and have been since my freshman year, so I stay very busy. In baseball, my team when I was a junior brought a state championship to our town for the first time ever. No doubt one of the coolest thing I have been apart of and get to share it with this town. In my opinion, that is not the most significant contribution I have to this town however. During student council class, once a week, a few classmates and I take a trip to RangeView to tutor the elementary students. Every single week when I walk in that classroom, all of the students are so happy to see me and immediately come up and talk to me. I meet with 5th graders and for the most part they know what is going on in class, so I do a lot of preparing these kids for what's to come. Our goal as a student council is to bring our school together and unite everybody, and what better way to do that then start early with the elementary schoolers. When I do this, they already know what our school is like by the time they get here, and I am so proud that I can say I help these kids.

Ryan Ewoniuk



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 18 - Ordinance 2024-XX: Amending Chapter 10, Offenses, of the Severance Municipal Code to Add a New Section 10-5-35 Regarding the Safe Use of Public Property to Limit Public Camping and Prohibit Temporary Structures on Public Property	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA and Mary Lynn Macsalka
ACTION REQUESTED		
Town Management asks the Town Council to discuss the proposed Ordinance 2024-XX Amending Chapter 10, Offenses, of the Severance Municipal Code to Add a New Section 10-5-35 Regarding the Safe Use of Public Property to Limit Public Camping and Prohibit Temporary Structures on Public Property and direct any further actions or changes deemed necessary.		<u>Ordinance</u> <u>Attorney Approved</u> <u>Discussion</u>
BRIEF SUMMARY		
The act of unauthorized camping on public or private property tends to endanger the health and safety of those engaged in such camping as well as the public at large. Additionally, the unauthorized use of public property for camping where the property in question is neither intended nor designed as a campsite, campground, or site for temporary human habitation tends to impair, obstruct, and otherwise detract from the use of the property for its intended purpose. Thus, as requested by the Town Council, this Ordinance is written with the notion that prohibiting and abating unauthorized camps will promote aesthetics, sanitation, public health, and safety for individuals in an unauthorized camp and for residents and visitors of the Town of Severance.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Management asks the Town Council to discuss the proposed Ordinance 2024-XX Amending Chapter 10, Offenses, of the Severance Municipal Code to Add a New Section 10-5-35 Regarding the Safe Use of Public Property to Limit Public Camping and Prohibit Temporary Structures on Public Property and direct any further actions or changes deemed necessary.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. O-2024-XX Add Sec. 10-5-35 Camping on Public Property		

**TOWN OF SEVERANCE
ORDINANCE NO. 2024-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AMENDING CHAPTER 10, OFFENSES, OF THE SEVERANCE
MUNICIPAL CODE TO ADD A NEW SECTION 10-5-35 REGARDING THE SAFE USE
OF PUBLIC PROPERTY TO LIMIT PUBLIC CAMPING AND PROHIBIT
TEMPORARY STRUCTURES ON PUBLIC PROPERTY**

WHEREAS, the act of unauthorized camping on public or private property tends to endanger the health and safety of those engaged in such camping as well as the public at large; and

WHEREAS, the unauthorized use of public property for camping where the property in question is neither intended nor designed as a camp site, campground, or site for temporary human habitation tends to impair, obstruct, and otherwise detract from the use of the property for its intended purpose; and

WHEREAS, prohibiting and abating unauthorized camps will promote aesthetics, sanitation, public health, and safety for individuals in an unauthorized camp and for residents and visitors of the Town of Severance; and

WHEREAS, the Town of Severance has a legitimate governmental purpose in protecting public spaces from environmental damage, as well as the promotion of sanitation, public health, and safety; and

WHEREAS, to further the foregoing objectives, the Town Council of the Town of Severance desires to amend the Severance Municipal Code to add a new section 10-5-35 regarding the safe use of public property to limit public camping and prohibit temporary structures on public property; and

WHEREAS, this ordinance is enacted pursuant to the Town of Severance's home rule authority under Article XX, § 6 of the Constitution of the State of Colorado, and pursuant to the Town of Severance's police powers, in order to safeguard and preserve the public health, safety and welfare of the community.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF SEVERANCE, COLORADO, AS FOLLOWS:**

Section 1. Article 5, "Offenses Against the Public Peace and Safety and Disruption of Communications," of Chapter 10, "Offenses," of the Severance Municipal Code is hereby amended by adding a new Section 10-5-35 to read as follows:

Sec. 10-5-35. Unauthorized camping and temporary structures on public property prohibited.

(a) *Limitations on Public Camping.* No person shall camp on Town property without first

having obtained the written permission of the authorized officer of such public property.

(1) A person cannot violate subsection (a) of this section where there is no access to other shelter available. A person's refusal to accept or move to other available shelter, where other shelter is accessible, and refusal or failure to move from the camp location when ordered by a law enforcement official or Town employee is a *per se* violation of this section.

(2) For purposes of subsection (a) of this section, the following terms shall have the following meanings:

(i) "Town property" means all land, structures, buildings, or areas, or any other public property owned, leased, or controlled by the Town of Severance in Severance, Colorado, including without limitation any park, parkway, playground, recreation area, open space, trails and paths, or other publicly owned recreation facility, roadway, median, street, alley, sidewalk, strip of land between streets and sidewalks, public parking lot, any structure or area encompassed within the public right-of-way, a municipal watercourse, bodies of water, stormwater infrastructure (such as, but not limited to, bridges, pipes, inlets, and culverts), or any other grounds, buildings, or other facilities owned, leased, or controlled by the Town, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

(ii) "Public right-of-way" means an area of land dedicated to the public in fee simple title conveyed to the Town for drainage, pedestrian, utility, street lighting, landscaping, roadway, or other purposes.

(iii) "Camp" or "camping" means the use of property for the purpose of unauthorized overnight occupancy or longer occupancy, or to reside or dwell temporarily in a place, with shelter, and conduct activities of daily living, such as eating, sleeping, making preparations to sleep, or the storage of personal possessions in such place. "Camp" or "camping" includes the use of a vehicle for overnight occupancy where overnight occupancy or overnight camping if not permitted, violates Town Code, violates a Town rule or regulation, or is not otherwise permitted by the Town. "Camp" or "camping" does not include picnicking or temporary residence associated with the performance of governmental services.

(iv) "Shelter" includes, without limitation, any cover or protection from the elements other than clothing.

(v) "Written permission" includes a documented reservation, permit, park pass, license, or contract.

(3) Failure to provide written permission upon request by an authorized party, including all law enforcement personnel and Town employees, shall be treated as an admission that appropriate permission was not obtained.

(b) *Prohibited Use of Temporary Structures on Public Property.* No person shall erect or use any tent, net, or other temporary structure for the purpose of shelter or storage of personal property on Town property without first having obtained the written permission of the authorized officer of such public property.

(2) For purposes of subsection (b) of this section, the following terms shall have the following meanings:

(i) “Temporary structure” means any structure used to shelter a person or personal property after sundown and all partially or fully enclosed structures, including without limitation a tent, tarpaulin, lean-to, makeshift shelter, enclosure, or other structure, or any form of cover or protection from the elements other than clothing. For purposes of this section, “temporary structure” does not apply to non-enclosed portable structures designed to provide overhead covering, including umbrellas.

(ii) “Written permission” includes a documented reservation, permit, park pass, license, or contract.

(3) Failure to provide written permission upon request by an authorized party, including all law enforcement personnel and Town employees, is an admission that appropriate permission was not obtained.

(c) *Enforcement.* Any person who violates any provision of this section commits a civil infraction and upon conviction thereof shall be punished by a fine of not more than \$1,000 for each separate violation hereof. Each day a violation continues shall constitute a separate offense.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 4. This ordinance is deemed necessary for the immediate protection of the health, welfare and safety of the community.

Section 5. In accordance with Section 6.03(6) of the Town of Severance Home Rule Charter, this ordinance shall be effective thirty (30) days after publication.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2024.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 23 - Ordinance 2024-XX: Amending the Severance Municipal Code to add a new section 16.4.40 regarding non-potable secondary water systems for new residential development	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA
ACTION REQUESTED		
Town Management asks the Town Council to discuss the proposed Ordinance 2024-XX Amending the Severance Municipal Code to add a new section 16.4.40 regarding nonpotable secondary water systems for new residential development and direct any further actions or changes deemed necessary.		<u>Ordinance Discussion</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
The construction of nonpotable secondary water systems is a critical aspect of sustainable development, especially within designated growth management areas and residential developments. Additionally, nonpotable secondary water systems provide an alternative water source for irrigation, reducing the demand on potable water supplies and nonpotable water irrigation systems promote sustainable water use, reduce strain on freshwater resources, and contribute to a more resilient water management approach This ordinance will require all new residential development within those areas of the Growth Management Area of the Town designated by the Town Council as suitable for the construction of nonpotable secondary water systems, as part of any subdivision process, to construct a nonpotable secondary water system for irrigation of all residential lots and common areas within the subdivision.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Management asks the Town Council to discuss the proposed Ordinance 2024-XX Amending the Severance Municipal Code to add a new section 16.4.40 regarding nonpotable secondary water systems for new residential development and direct any further actions or changes deemed necessary.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: O-2024-XX Amend Ch. 16 Add 16.4.40 re Nonpotable Secondary Water Systems		

**TOWN OF SEVERANCE
ORDINANCE NO. 2024-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AMENDING THE SEVERANCE MUNICIPAL CODE TO ADD A NEW
SECTION 16.4.40 REGARDING NONPOTABLE SECONDARY WATER SYSTEMS
FOR NEW RESIDENTIAL DEVELOPMENT**

WHEREAS, the construction of nonpotable secondary water systems is a critical aspect of sustainable development, especially within designated growth management areas and residential developments; and

WHEREAS, nonpotable secondary water systems provide an alternative water source for irrigation, reducing the demand on potable water supplies; and

WHEREAS, nonpotable water irrigation systems promote sustainable water use, reduce strain on freshwater resources, and contribute to a more resilient and environmentally friendly water management approach; and

WHEREAS, the Town Council of the Town of Severance desires to amend the subdivision regulations in the Town of Severance's Land Use Code (Article 4 of Chapter 16 of the Severance Municipal Code) to require, as part of the Town's subdivision process, that all developers of new residential development within the Town's Growth Management Area must construct a nonpotable secondary water system for irrigation of all residential lots and common areas within the subdivision, and must provide for adequate nonpotable water in sufficient amounts and quality for such irrigation; and

WHEREAS, this ordinance is enacted pursuant to the Town of Severance's home rule authority under Article XX, § 6 of the Constitution of the State of Colorado, and pursuant to the Town of Severance's police powers, in order to safeguard and preserve the public health, safety and welfare of the community.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF SEVERANCE, COLORADO, AS FOLLOWS:**

Section 1. Article 4, "Subdivision Standards and Improvements," of Chapter 16, "Land Use Code," of the Severance Municipal Code is hereby amended by adding a new Section 16.4.40 to read as follows:

Sec. 16.4.40 Nonpotable secondary water systems – residential development.

(a) *Mandatory construction.* All new residential development within those areas of the Growth Management Area of the Town designated by the Town Council as suitable for the construction of nonpotable secondary water systems, shall be required, as part of any subdivision process, to construct a nonpotable secondary water system for irrigation of all residential lots and common areas within the subdivision. Likewise, proponents of all new residential development shall provide for adequate nonpotable water in amounts sufficient in both quantities

and quality to operate said system so that the system will provide an assured and sufficient amount of water to adequately irrigate all residential lots and common areas.

(b) *Private Management.*

(1) As a condition of subdivision approval of any residential development wherein a nonpotable secondary water system shall be required, the Town Council may require that such system shall be operated, repaired, and maintained by a metropolitan district, homeowners' association or other public or private entity. The nature and structure of such entity shall be subject to approval by the Town, and the management entity and the Town shall enter into a written agreement prior to final subdivision approval to provide for the entity's management and operation of the nonpotable secondary water system and specifically providing for such credits as may be appropriate from the Town for the construction of such system, including reduced raw water dedication requirements reflective of the existence of a nonpotable secondary water system, as well as reduced water plant investment fees likewise reflective of the existence of the nonpotable secondary water system.

(2) Any agreement between a management entity and the Town shall also provide that the nonpotable water resources designated by the management entity for the operation of the nonpotable secondary water system shall be available both physically and legally in perpetuity, thereby assuring to the Town that in the event the management entity fails and the Town is subsequently required to operate the nonpotable secondary water system, adequate water resources will be available to the Town for the operation of the nonpotable secondary water system. Therefore, the agreement must also provide for the transfer of such water resources, as well as the water acquisition and distribution system, to the Town at its option, should the management entity be unable to operate, repair, maintain and replace the system so that it functions to provide a reliable and sufficient supply of nonpotable water for the purposes set forth in the agreement. The adequacy and reliability of the nonpotable water resources shall be determined by the Town in its sole discretion. Any funds held by or for the management entity for the operation, repair, maintenance, and replacement of such system shall also be transferred to the Town, with the use of such funds limited to the operation, repair, maintenance and replacement of such system.

(c) *Establishment of geographical areas where nonpotable secondary water systems shall be required.*

(1) Upon the adoption of the ordinance codified herein, the Town Council shall, by resolution, designate those areas within the Town's Growth Management Area wherein the construction of a nonpotable secondary water system shall be required as a condition of development. Such designation by the Town shall include areas within the Growth Management Area of the Town that have historically been irrigated by agricultural wells or ditch and canal systems, as well as other areas wherein, for reasons of topography and access to raw water, the construction of nonpotable secondary water systems is determined by the Town to be feasible.

(2) The Town may, by a resolution subsequently adopted and after appropriate findings, remove from or add to the original areas wherein nonpotable secondary water systems are required within the Town's Growth Management Area.

(d) *Annexation.* The construction of a nonpotable secondary water system at the time of development shall be a condition of annexation when annexation is proposed for residential development in an area designated for the construction of nonpotable secondary water systems.

(e) *Feasibility review and determination.* In the event it can be established to the satisfaction of the Town Council that the construction of a nonpotable secondary water system as part of new residential development in an area designated for the construction of nonpotable secondary water systems is not economically feasible and would work an undue hardship, the Town Council may relieve the developer from the operation of the ordinance codified herein. Any such determination by the Town Council shall be conditioned upon compliance with the following conditions:

(1) The developer shall submit an application seeking relief from the operation of the ordinance codified herein on a form prescribed by the Town and containing such information and supporting documentation as may be required by the Town.

(2) The developer shall submit an analysis of the economic feasibility of the proposed nonpotable system using a standardized cost benefit analysis approved by the Town.

(3) The developer may submit such additional information and documentation as may be deemed relevant in support of its proposition that the construction of a nonpotable system is not economically feasible and would work an undue hardship, including but not limited to, information concerning the availability and cost of raw water and issues of engineering relating to the delivery of raw water to the system in question.

(4) Upon receipt of the aforesaid application, cost benefit analysis and additional information and documentation, the Manager may, in his or her sole discretion, employ such engineers, financial analysts and such other experts as may be necessary to review and evaluate the data provided and to submit an independent analysis of the developer's application for relief from the operation of the ordinance codified herein. The reasonable and necessary expenses incurred by the Town shall be paid by the developer and shall be advanced by the developer as a condition of this process.

(5) Upon the completion of the independent analysis as aforesaid, the Manager, upon notice to the developer, shall schedule a hearing before the Town Council. At the time of the hearing, the developer and the Town shall each be afforded a full opportunity to present all relevant evidence in the form of testimony and exhibits. Within ten (10) days of the conclusion of the hearing, the Town Council shall prepare and submit a written decision affirming the requirements of the ordinance codified herein or providing the developer relief therefrom. The decision of the Town Council shall be final upon submission of its written decision.

(f) *Regulations.* The Manager is hereby authorized to develop regulations for the construction and operation of nonpotable secondary water systems. Such regulations shall include, but shall not be limited to, specifications for transmission lines, connections, pumps and storage requirements for nonpotable water.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the

validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 4. This ordinance is deemed necessary for the immediate protection of the health, welfare and safety of the community.

Section 5. In accordance with Section 6.03(6) of the Town of Severance Home Rule Charter, this ordinance shall be effective thirty (30) days after publication.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2024.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney



TOWN COUNCIL WORK SESSION & MEETING
Zoom Webinar and/or Town Council Chamber
3 S. Timber Ridge Parkway, Severance, CO 80550

WORK SESSION & MEETING MINUTES

Tuesday, April 23, 2024, at 6:00 PM

Present:

Mayor:

Matthew Fries

Mayor Pro-tem:

Council Members:

Stephen Gagliardi - Arrived at 7:24 p.m.
Brittany Vandermark
Dan Meyers
Dave Bruen
Craig Joseph

Absent:

Audience:

Tad Borrett and Philip Hartman

Staff:

Nicholas Wharton, Town Manager
Lindsay Radcliff-Coombes, Deputy Town Manager
Shani Porter, Planning Director
Leah Vanarsdall, Town Clerk
Sarah Jacobsen, Deputy Town Clerk
Ken Chavez, Police Chief
Mary Lynn Macsalka, Town Attorney
Chris Messersmith, Town Engineer

A. CALL TO ORDER WORK SESSION

The Goal of the Work Session is to have the Town Council receive information on topics of Town business from the Town Manager, Town Attorney and Town Staff in order to exchange ideas and opinions regarding these topics.

1. Pledge of Allegiance-Matt Voris

Matt Voris served in the United States Army for eight years and led the pledge.

2. Pg 4 - Discussion on Sales/Use Tax Ballot Question and Communications Plan

- Discussion
 - Staff Presentation: Nicholas Wharton, Town Manager
- Discussion held.

B. CALL TO ORDER REGULAR MEETING

1. Roll Call

2. Agenda Review by Town Manager

3. Consent Calendar

The Consent Calendar is intended to allow the Town Council to spend time and energy on the important items and not routine actions. A Council Member may request an item on this calendar to be "pulled" off the Consent Calendar and considered separately as a regular agenda item. Items remaining on the Consent Calendar will be approved by Town Council with one vote.

MOTION WAS MADE BY Council Member Meyers, seconded by Council Member Vandermark to Approve the Consent Calendar. All Council Members present voting Yes,

MOTION PASSED

a. Pg 11 - 4.09.24 Minutes

b. Pg 16 - Resolution 2024-15R: 2023 Budget Reappropriation

c. Pg 19 - Resolution 2024-16R: 2024 Budget Appropriations

d. Pg 21 - March 2024 Payables

e. Pg 25 - March 2024 Financial Statements

4. Approval of Agenda

MOTION WAS MADE BY Council Member Vandermark, seconded by Council Member Meyers to Approve the Agenda. All Council Members present voting Yes,

MOTION PASSED

5. Public Comment

The purpose of the Public Comment is for members of the public to speak to the Town Council on any subject not scheduled on the agenda. To accomplish scheduled agenda items, comments should be limited to three minutes for those attending in person or an appropriate time as deemed by the Mayor. The Town Council is not obligated to make decisions or take action on comments but may choose to schedule the matter for a later

discussion. Those addressing the Town Council, please state your name and address and sign-in.

Pat Ryan - 1689 Maseca Plaza Way

6. Council Member Comments

7. Reports

Council approval may be sought for administrative actions in association with staff reports.

a. Town Attorney

b. Town Staff

c. Town Management

MOTION WAS MADE BY Council Member Meyers, seconded by Council Member Vandermark to Approve Slate Communications.

YEAS: Fries, Meyers, Vandermark, Joseph

4

NAYS: Bruen

1

MOTION PASSED

d. Council Members Liaisons

e. Mayor

C. PROCLAMATION

1. **Pg 89 - May-Mental Health Month - Ashley Octon, North Range Behavioral Health Program Director, Presenting**

2. **Pg 90 - 2024 Police Week Proclamation**

3. **Pg 91 - 2024 Public Works Week Proclamation**

4. **Pg 92 - 55th Annual Professional Municipal Clerks Week**

D. TOWN COUNCIL

1. **Pg 93 - Ordinance 2024-07: Amending Section 16.4.60**

- Legislative

- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY Council Member Meyers, seconded by Council Member

Vandermark to Adopt the **Ordinance 2024-07**: Amending Section 16.4.60. All Council Members present voting Yes,

MOTION PASSED

2. Pg 96 - Ordinance 2024-08: Approving an Agreement between the Town of Severance and LightGig

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY Council Member Vandermark, seconded by Council Member Meyers to Adopt the **Ordinance 2024-08**: Approving an Agreement between the Town of Severance and LightGig. All Council Members present voting Yes,

MOTION PASSED

3. Pg 103 - Ordinance 2024-09: Utility Fees and Billing Collection

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY Council Member Meyers, seconded by Council Member Vandermark to Adopt the **Ordinance 2024-09**: Utility Fees and Billing Collection. All Council Members present voting Yes.

MOTION PASSED

4. Pg 125 - Resolution 2024-23R: Declaring Vacancy on Town Council

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY Council Member Bruen, seconded by Council Member Vandermark to Approve the **Resolution 2024-23R**: Declaring Vacancy on Town Council. All Council Members present voting Yes.

MOTION PASSED

5. Pg 132 - Town Council Member Appointment or Special Election

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY Council Member Vandermark, seconded by Council Member Gagliardi to Approve the Town Council appointing a new Town Council Member instead of holding a special election. All Council Members present voting Yes,

MOTION PASSED

6. Pg 133 - Mayor Pro-Tem Appointment

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

Mayor asked Council who was interested in serving as Mayor Pro Tem and Council Members Vandermark and Joseph were interested. Roll call vote determined Vandermark with four votes and one vote for Joseph. Vandermark accepted the Mayor Pro Tem appointment through December 2024.

E. COUNCIL MEMBER PETITIONS

Council Members may ask for items to be added to future agendas.

F. EXECUTIVE SESSION

1. Executive Session pursuant to C.R.S. 24-6-402(b) for purposes of conferring with the

Town Attorney to receive legal advice on specific legal questions regarding the Town's water supply, treatment, storage and service.

Open: 8:13 pm Closed: 9:00 pm

MOTION WAS MADE BY Council Member Meyers, seconded by Council Member Vandermark to ADJOURN INTO Executive Session pursuant to C.R.S. 24-6-402(b) for purposes of conferring with the Town Attorney to receive legal advice on specific legal questions regarding the Town's water supply, treatment, storage and service. All Council Members present voting Yes,

MOTION PASSED

G. ADJOURN

8:13 p.m.

Issued Permits by Permit Type

Severance

04/01/2024 - 04/30/2024

Commercial New	Permits Issued	Valuation	Fees Paid
New Commercial	1	\$3,127,243.00	\$88,894.71
Subtotals:	1	\$3,127,243.00	\$88,894.71

Residential New	Permits Issued	Valuation	Fees Paid
Detached Single Family	3	\$1,038,242.46	\$108,676.21
Subtotals:	3	\$1,038,242.46	\$108,676.21

Issued Permits by Permit Type

Severance

04/01/2024 - 04/30/2024

Residential One Stop	Permits Issued	Valuation	Fees Paid
Air Conditioner - Residential	3	\$13,772.00	\$547.89
Furnace Replacement - Residential	1	\$7,633.20	\$237.40
Misc. Mechanical, Plumbing or Electrical - Residential	1	\$3,780.00	\$213.04
Replacement Windows - Residential	1	\$4,025.00	\$172.45
Residential Roof - Asphalt	3	\$30,642.85	\$821.57
Water Heater - Residential	1	\$3,527.00	\$153.49
Subtotals:	10	\$63,380.05	\$2,145.84

Issued Permits by Permit Type

Severance

04/01/2024 - 04/30/2024

Totals:	14	\$4,228,865.51	\$199,716.76
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Revenue Summary

Period: 4/1/2024 - 4/30/2024
Created by: SARAH JACOBSEN on 5/1/2024 10:27:08 AM

Severance Court Clerk
Severance Municipal Court
3 S. Timber Ridge Parkway
Severance, CO. 80550

CARVALHO, JACOB BRADLEY

Docket #	Total Fines	Restitution	Total Payments
D2327	\$75.00	\$0.00	\$75.00

Payment Details

Date	Amount	Type	Notes
4/1/2024	\$75.00	CASH	Receipt #6.056220

Fines/Fees Details

Fine/Fee	Amount
COURT COSTS	\$30.00
FINES	\$25.00
SUR-CHARGE	\$20.00

FLORES, JOSHUA SALOMON

Docket #	Total Fines	Restitution	Total Payments
D2400001	\$75.00	\$0.00	\$75.00

Payment Details

Date	Amount	Type	Notes
4/3/2024	\$75.00	CREDIT CARD	PIF 169505436

Fines/Fees Details

Fine/Fee	Amount
COURT COSTS	\$30.00
FINES	\$25.00
SUR-CHARGE	\$20.00

LUCERO, ALICE

Docket #	Total Fines	Restitution	Total Payments
D2400004	\$125.00	\$0.00	\$125.00

Payment Details

Date	Amount	Type	Notes
4/4/2024	\$125.00	CREDIT CARD	PIF 169504343

Fines/Fees Details

Fine/Fee	Amount
COURT COSTS	\$30.00
FINES	\$75.00
SUR-CHARGE	\$20.00

MEYER, MAKAYLA KATHERINE

Docket #	Total Fines	Restitution	Total Payments
D2233	\$225.00	\$0.00	\$225.00

Payment Details

Date	Amount	Type	Notes
4/3/2024	\$225.00	CREDIT CARD	PIF Confirmation #169506727

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$150.00
FTA/FTP FINE	\$25.00
SUR-CHARGE	\$20.00

NUNEZ, XIMENA

Docket #	Total Fines	Restitution	Total Payments
D2637	\$75.00	\$0.00	\$75.00

Payment Details

Date	Amount	Type	Notes
4/3/2024	\$75.00	CREDIT CARD	PIF 6056235

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$25.00
SUR-CHARGE	\$20.00

ROSSMAN, BLAKE MATTHEW

Docket #	Total Fines	Restitution	Total Payments
D2400007	\$350.00	\$0.00	\$350.00

Payment Details

Date	Amount	Type	Notes
4/3/2024	\$350.00	CREDIT CARD	PIF 169506322

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$300.00
SUR-CHARGE	\$20.00

SALINAS, ANDRE JOSIAH

Docket #	Total Fines	Restitution	Total Payments
D2355	\$75.00	\$0.00	\$75.00

Payment Details

Date	Amount	Type	Notes
4/3/2024	\$75.00	CREDIT CARD	PIF 169509073

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$25.00
SUR-CHARGE	\$20.00

SANCHEZ, AALIYAH GABRIELA

Docket #	Total Fines	Restitution	Total Payments
D2336	\$75.00	\$0.00	\$75.00

Payment Details

Date	Amount	Type	Notes
4/3/2024	\$75.00	CREDIT CARD	PIF 169505872

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$25.00
SUR-CHARGE	\$20.00

TOTH, ALYSON JOELLE

Docket #	Total Fines	Restitution	Total Payments
D2638	\$75.00	\$0.00	\$75.00

Payment Details

Date	Amount	Type	Notes
4/3/2024	\$75.00	CREDIT CARD	PIF 169508450

Fines/Fees Details

Fine / Fee	Amount
COURT COSTS	\$30.00
FINES	\$25.00
SUR-CHARGE	\$20.00

Fines Paid by Description

Description	Amount
ADMINISTRATIVE FEE	\$0.00
BENCH WARRANT	\$0.00
COMMUNITY SERVICE	\$0.00
CONTEMPT	\$0.00
COURT COSTS	\$270.00
DEFAULT FEE	\$0.00
FINES	\$675.00
FTA/FTP FINE	\$25.00
LATE FEE	\$0.00
OJW	\$0.00
OVERPAYMENT	\$0.00
RESTITUTION	\$0.00
RESTITUTION (LOCKED)	\$0.00
RETURNED PAYMENT FEE	\$0.00
STATE ASSESSMENT	\$0.00
SUMMONS	\$0.00
SUR-CHARGE	\$180.00
WARNING LETTER	\$0.00
Total Fees	\$1,150.00
Over Charged Amount	\$0.00
Total Paid	\$1,150.00

Fines Paid by Pay Method

Description	Amount
CASH	\$75.00
CHECK	\$0.00
CREDIT CARD	\$1,075.00

Overpaid Cases

Case	OverPaid
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Revenue Type Summary

Period: 4/1/2024 - 4/30/2024
Created by: SARAH JACOBSEN on 5/1/2024 10:27:54 AM

Severance Court Clerk
Severance Municipal Court
3 S. Timber Ridge Parkway
Severance, CO. 80550

Payment Amounts by Type

Type	Amount
COURT COSTS	\$270.00
FINES	\$675.00
FTA/FTP FINE	\$25.00
SUR-CHARGE	\$180.00
Payments Total	\$1,150.00

Police Chief Report

Kenneth Chavez, Interim Chief of Police

April 2024



Projects Updates

- On April 3rd, the town alert sirens were tested for the first time this year. On the first Wednesday of each month from April to September, the Severance Alert Siren system is tested. This system is designed to alert the public in the event of a tornado or severe weather impacting the area.
- The Severance Police Department had a new Officer start work on April 16th. Additionally, on this same day, an Officer returned to work from a six-month medical leave of absence. This brings the total on-hand sworn staffing to 10 Officers. The authorized strength of the department is twelve total sworn Officers, and three non-sworn staff. Oral boards with five applicants for the open Sergeant position that was held on March 28th resulted in two candidates moving forward to background checks, polygraph, and medical examinations to fill the open Sergeant's position.
- Six Officers attended an eight-hour Colorado State Patrol accident training class at the Weld County Sheriff's Office.
- Chief Chavez, along with five Severance Officers and six Colorado Rangers provided security and traffic control support to the RunWindsor ½ Marathon, 10k, & 5k races that were held on Saturday, April 20th. The event had 200 runners participate with no issues, concerns, or injuries.
- Chief Chavez has attended several meetings with representatives of Infusion Architects and Fransen Pittman Construction, along with other Town of Severance staff, to finalize plans and construction timelines for the new Severance Police Department building. Demolition of the current Severance Police Department started on April 1st.
- On April 24th, all sworn members of the Severance Police Department participated in a four-hour firearms qualification and training session at the Northern Colorado Law Enforcement Training Center (NCLETC). For 2024, there will be two four-hour firearm arms training sessions scheduled each quarter to improve and sustain firearms proficiency for all members of the department.
- On April 26th, Chief Chavez attended an eight-hour Line of Duty Death Training put on by the Colorado Fallen Heroes Foundation. This class was attended by over forty members of Northern Colorado law enforcement agencies. This class focused on the actions and effects of a Line of Duty Death of a law enforcement Officer to the agency, municipality, and community, and the planning and coordination necessary to hold a law enforcement officer funeral.
- Two Officers and the Community Service Officer supported the Severance Clean-Up Day and Drug Take Back Day on Saturday, April 27th.

- A Severance Police Officer provided security support the Severance High School Prom Dance on Saturday, April 27th.
- Chief Chavez, along with Mayor Fries, Town Council Members, and Town Management, participated in the official groundbreaking ceremony for the new Severance Police Building on Monday, April 29th. The event was covered by the Greeley Tribune and on the Police1 website.
<https://www.greeleytribune.com/2024/04/30/congratulations-severance-town-breaks-ground-on-first-official-police-station/>
<https://www.police1.com/colo-pd-breaks-ground-on-its-first-station#:~:text=Town%20Manager%20Nick%20Wharton%20said,of%20Severance%2C%E2%80%9D%20Chavez%20said.>

Community Support and Relations

- Chief Chavez met with numerous key local and law enforcement officials this month to include the following:
 - Attended a meeting with the Severance Town Prosecutor and new Severance Municipal Judge on April 3rd
 - Attended the grand opening of the new Severance Library on April 6th
 - Attended the monthly Weld County Chiefs of Police Association meeting on April 17th
 - Attended a North Weld County CoResponder Meeting on April 22nd
 - Attended a lunch meeting with Windsor Severance Fire Rescue Chief Angermuller and Windsor Police Chief Lopez on April 25th



POLICE DEPARTMENT-CODE ENFORCEMENT

CODE ENFORCEMENT CALLS FOR SERVICE

PLEASE NOTE THAT MONTHLY STATS MAY VARY DUE TO WHEN INFORMATION IS PROCESSED

April 2024

It is the mission of the Severance Police Department to serve our community through collaboration with our citizens to maximize public safety while providing ethical and equitable services.

IF YOU HAVE AN EMERGENCY OR NEED TO SPEAK WITH A SEVERANCE POLICE OFFICER, PLEASE CALL 911.

If you do not wish to call 911 and still need to speak with a Severance Police Officer, please call the Weld County Dispatch 970-350-9600 (option 4).



Parking
Violations 38



Animal
Complaints 8



Animal
Bites 1



Snow
Removal 0



Weed Violation/
Noxious Weeds 0



Rubbish /
Outdoor Storage 1



Town of Severance Police Dept.
3 Timber Ridge Pkwy
Severance, CO 80550

970 -686-1218

townofseverance.org/police-department

Warnings Issued

36

Total Citations

2

TOTAL CALLS
FOR SERVICE

95



Police Department CALLS FOR SERVICE

PLEASE NOTE THAT MONTHLY STATS MAY VARY DUE TO WHEN INFORMATION IS PROCESSED

April 2024

THIS MONTH'S TOTALS

Municipal Ordinance Citations

3

Traffic Tickets

18

Warnings Issued

57

TOTAL CALLS FOR SERVICE

453

YEAR TO DATE TOTALS

Municipal Ordinance Citations

35

Traffic Tickets

40

Warnings Issued

355

TOTAL CALLS FOR SERVICE

1824



Homicide

0



Aggravated
Assault

1



Sex
Assault

1



Domestic
Violence

1



Aggravated
Robbery

0



Strongarm
Robbery

0



Arrests

5



Burglary

1



Motor Vehicle
Theft

0



Theft From
Motor Vehicle

1



Fraud /
ID Theft

1



Vandalism/
Graffiti

0



Shoplifting

0



Traffic
Accidents

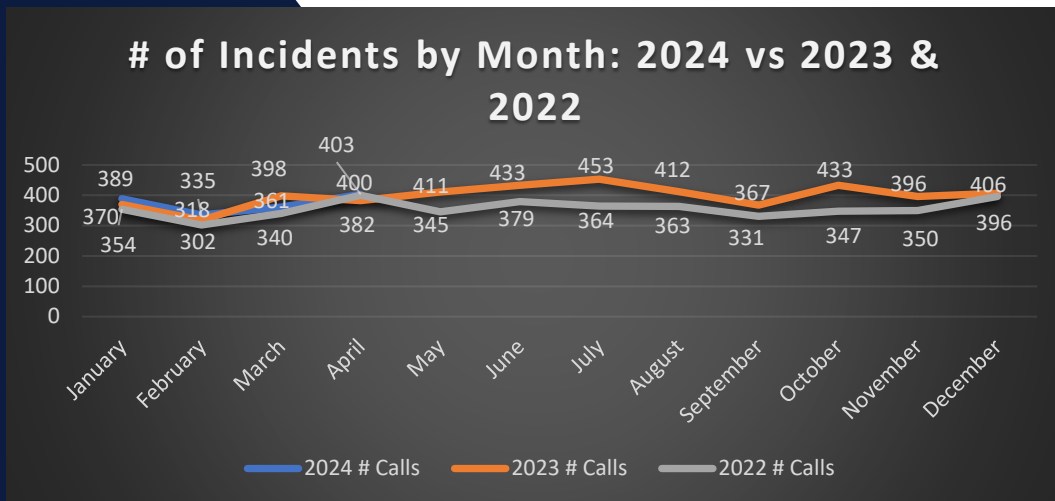
4

IF YOU HAVE AN EMERGENCY OR NEED TO SPEAK WITH A SEVERANCE POLICE OFFICER, PLEASE CALL 911.

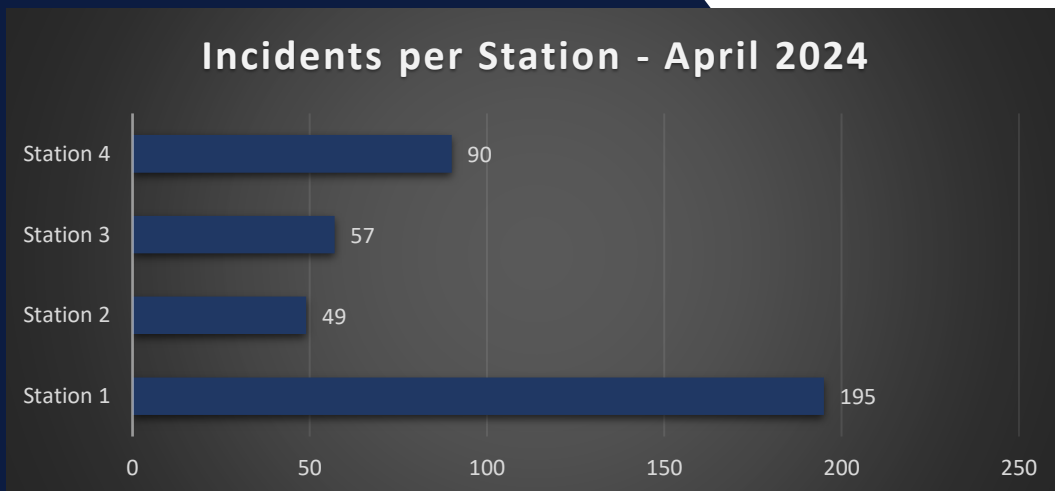
If you do not wish to call 911 and still need to speak with a Severance Police Officer, please call the Weld County Dispatch 970-350-9600 (option 4).

MAJOR INCIDENT TYPE	# INCIDENTS						
	Jan	Feb	March	April	YTD 2024	YTD 2023	YTD 2022
Fires	5	5	2	9	21	24	37
Overpressure rupture, explosion, overhear - no fire	0	0	2	1	3	1	2
Rescue & Emergency Medical Service	231	227	238	262	958	930	928
Hazardous Condition (No Fire)	11	6	8	6	31	41	23
Service Call	44	28	38	52	162	203	111
Good Intent Call	42	28	42	33	145	152	188
False Alarm & False Call	55	41	31	40	167	117	106
Severe Weather & Natural Disaster	0	0	0	0	0	0	0
Special Incidents	1	0	0	0	1	0	1
TOTAL	389	335	361	403	1488	1468	1396
Mutual Aid/Auto Aid Given	8	1	5	7	21	35	72
Mutual Aid/Auto Aid Received	2	4	1	2	9	22	22

The National Fire Incident Response System (NFIRS) uses these 9 categories to track emergency response incidents nationally.



This chart illustrates the calls for service by month relative to the past years.



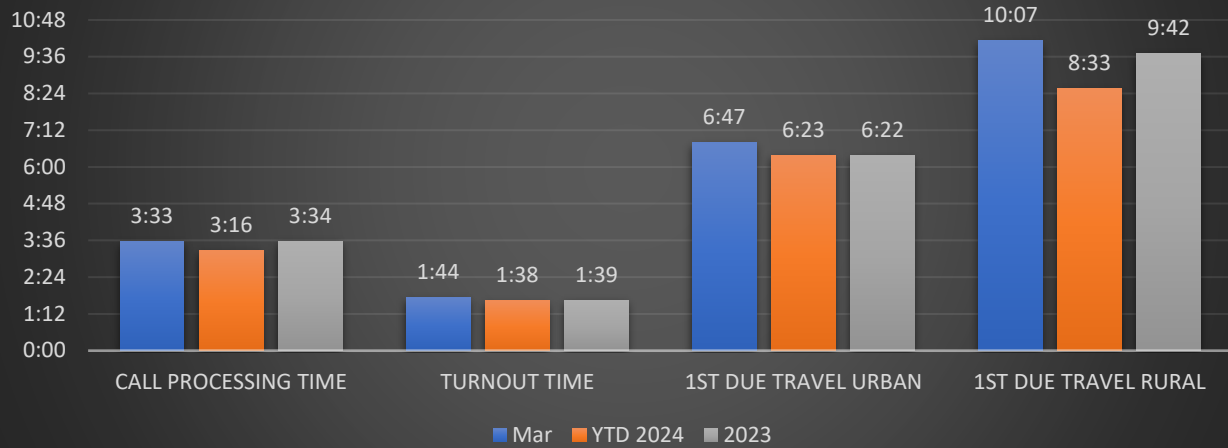
WSFR tracks incidents by the location of the incident based on which station is the closest.



WSFR Response Report: May 2024

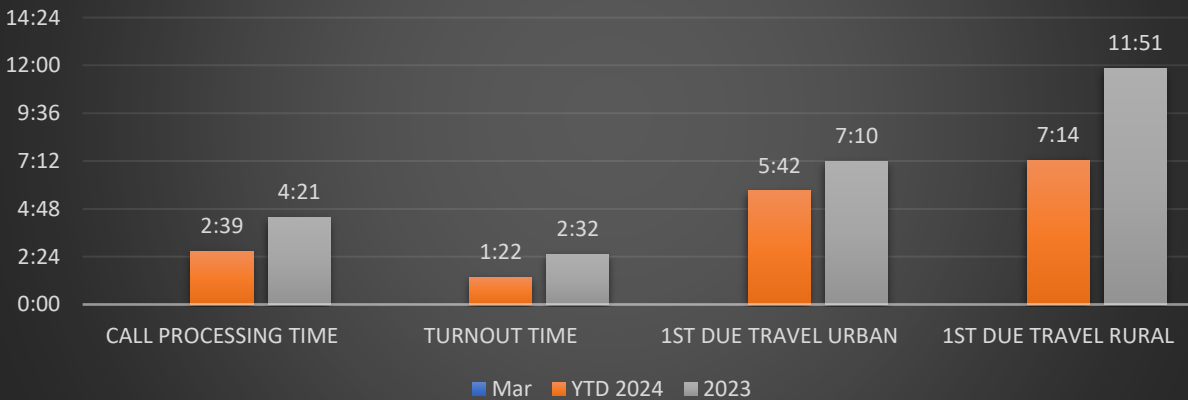


EMS/MVA Response Times - 90th Percentile for March 2024



These graphs are looking at the average (90th percentile) for the following 3 segments: Call Processing times (911 answering), Turnout Times (time it takes WSFR/UCH units to begin to respond), and 1st Due Travel (time it takes for the first arriving unit to travel to the incident). When added together, that is the total time for responding to incidents. WSFR also looks at our response data at the 90th percentile as a measure of greater accuracy as part of our accreditation data analysis.

Fire, Wildland, Hazmat and Technical Rescue Response Times - 90th Percentile for March 2024



WSFR Response Report: May 2024





AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Tree Board Appointment	Nicholas Wharton, Town Manager	Leah Vanarsdall, Town Clerk
ACTION REQUESTED		
Management asks that the Town Council discuss the appointment of an Alternate Tree Board Member and take action. • Actions that may be taken: • Move to appoint a Tree Board Member • Take no action		<u>Action Requested</u> <u>Attorney Approved</u> <u>Presentation</u>
BRIEF SUMMARY		
Management and the Town Clerk have received interest from one person, Aliy Louie, for the open Tree Board position. A cover letter and a resume are included in the packet. The applicant has been asked to attend the Council Meeting to introduce themselves and answer questions from the Town Council.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council act and appoint the open vacancy for Tree Board Member.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Aliy_Louie_treeboard_letter 3.04.24 2. Aliy_Louie_Resume 3.04.24 3. Tree Board Questions for Applicants_AliyLouie		

March 4th, 2024

Dear Mayor Fries and Town Council,

My name is Aliy Louie, I have lived in Severance (Timber Ridge) since April of 2007. I am interested in the vacant position on the town's Tree Board. Please consider that I would make an excellent addition to the town board. I hold a bachelor's degree from Colorado State in Natural Resources, with my concentration being in Parks and Protected Area Management. I worked as a Park Ranger for Larimer County on and off for 14 years. I currently teach nature education classes for preschoolers through Rugged Research, an outdoor education organization. Two years ago, my husband and I purchased land in Larimer County that had been completely burned in the Cameron Peak fire of 2020, with the goal of rehabilitating it back to its natural beauty. It is with that intent that I am currently growing a bulk of native Ponderosa Pine trees from seed in my home greenhouse.

My passions in life are creating future nature stewards, and ensuring healthy urban ecosystems through native and permaculture operations. Rugged Research works closely with the High Plains Environmental Center in Loveland, and I have learned many things from them in recent years in regards to urban ecosystems. I am currently working to decrease the amount of lawn turf around my house on Mahogany Way, offering more native plant systems for pollinators and food production.

As a long-time resident of Severance, I have seen many changes take place. I love the small town feel of Severance, but also see the growth as opportunities for restructuring and enhancing many aspects of this town. There are many ways for the citizens to be involved in this, and I believe the Tree Board is the perfect spot for me to contribute. I would consider it a great honor to be able to have a hand in seeing the Town Forest grow and flourish for future generations. Thankfully, my job as an Instructor for Rugged Research is only part-time, allowing me ample free time to spend outdoors in one of my many hobbies: hiking, photography, and woodworking. I foresee that adding the responsibilities of a Tree Board Member will only enhance my other activities, not draw away from them, and would like to thank you for this opportunity. Please feel free to contact me if you have any questions or would like to speak to me further.

Respectfully,

Aliy Louie
aliylujah82@gmail.com
970-556-5142

EDUCATION

12/2008

Colorado State University |

Fort Collins CO, US

Bachelor of Science (B.S.):

Natural Resources

Parks/Protected Area

Management

Relevant Coursework

- Dendrology
- Land Use Planning

SKILLS

- Natural Resources Knowledge
- Charismatic Teacher
- Logistics Management
- Project Coordination
- Program Management
- Creativity and Innovation
- Content Development
- Strategic Planning
- Brand Management

CERTIFICATIONS

- Certified Instructor In Leave No Trace

ALICIA (ALIY) LOUIE

Tree Board Member



(970) 556-5142



aliylujah82@gmail.com



Severance, Co 80550

PROFESSIONAL SUMMARY

Dynamic leader and educator from Rugged Research, adept at staff mentorship and business growth, with a proven track record in educating young people in natural resources, fostering stewardship in future generations.

Spearheaded program expansion from 3 to 30+ employees, leveraging content development expertise to craft over 100 unique lesson plans.

EXPERIENCE

08/2020 - Present

Little Rangers Director/Instructor

Rugged Research | Rugged Research, Loveland , CO

- Create nature related lesson plans for all Little Rangers Programming including but not limited to: information lesson, crafts, games, storytime, for over 60 themed classes
- Organize and adapt lessons for different age groups, group sizes, time frame for class allotment and on site locations.
- Select park/class locations taking into account permit requirements, class themes, weather, and safety requirements for selected age groups.
- Train, Mentor and coach new staff members, allowing them to fine tune their skills to reach our program goals and mission.
- Teach multiple classes and manage daily programming vs. weekly and monthly classes.
- Implemented effective procedures and policies to allow the organization to grow from 3 staff members to over 30.

05/2008 - 05/2022

Seasonal Park Ranger

Larimer County | Larimer County, Fort Collins , CO

- Enforced park rules and procedures to maintain safety and security of park areas, including but not limited to safety of

staff, guests and natural resources.

- Developed excellent customer service skills by providing visitors with park information and guidance.
- Performed routine patrols of designated areas looking for potential hazards or violations, including inspection of trails and facilities.
- Responded quickly to emergency situations and incidents requiring medical attention.
- Managed day-to-day operations including scheduling staff shifts, preparing reports, and ordering supplies.
- Trained and evaluated new employees in proper safety protocols for working in a park environment.
- Repaired buildings, structures, roads, fences, signs, campgrounds, picnic areas.
- Created interpretive signage to educate visitors about safety, natural history, and regulations of the area.
- Led guided tours through hiking trails highlighting points of interest, natural geology, and native flora and fauna along the way.
- Supervised and provided oversight to support park work groups and volunteers.
- Used outreach tools and techniques to orient public to and stimulate interest in natural resource programs and services.
- Provided assistance to search and rescue teams during outdoor emergencies.
- Inspected boats entering into water bodies located within the park's boundaries to control invasive species.
- Organized educational programs on nature conservation and preservation.

REFERENCES

Bri Weiland - Rugged Research

Co-Founder/Director Supervisor, Director, Friend

(970) 308-3535

briruggedresearch@gmail.com

Cindy Claggett - Larimer County

Park Manager/Patrol Lieutenant Former Supervisor

(970) 619-4456

cclaggett@larimer.org

VOLUNTEER EXPERIENCE

10/2016 - Present

Photographer Volunteer

Larimer County | Larimer County, Fort Collins, CO

- Create a working portfolio showcasing the organization's

unique natural characteristics, amenities and facilities as well as community outreach and operations.

- Identify new opportunities for using photography as an effective marketing tool.
- Adapt quickly to changing conditions at photoshoots due to weather or unexpected circumstances.
- Attend public events, opening ceremonies, and community outreach opportunities, photographing large-scale and real-time settings, meetings, and capturing important moments.

06/2010 - 05/2014

Co-Director

MOPS-First Presbyterian Church | MOPS-First Presbyterian Church, Fort Collins, CO

- Co-Led team of 10+ volunteer members in collaborative, cross-functional roles to drive successful meetings for new mothers to interact, engage, and learn.
- Managed operations including budgeting, staffing, scheduling, and planning.
- Established and maintained relationships with vendors and public speakers to schedule and provide relevant topics for bi-weekly meetings.
- Implemented large-scale fundraising operations, including but not limited to creating a recurring annual Craft Market.
- Attended annual training conferences across the country for personal, managerial, and leadership qualities.



Tree Board Interview Questions

1. Please tell us a little about yourself, your experience, and why you want to be on the Tree Board.

I am Aliy Louie, and have lived in Severance for 17 years next month. I have 3 children, who each attend the elementary, middle and high schools in Severance. I worked as a park ranger for Larimer County on and off for around 15 years. I currently teach nature education programs for preschools, traveling to parks for on site field trips or lessons at schools. I am greatly passionate about nature, and inspiring the future generations to nurture, enjoy and protect our green and wild spaces. I feel pulled to contribute more on a local level within my small community, and I feel that the tree board is the perfect place for me.

2. What makes you qualified for the position of Tree Board Member?

I have a degree in Natural Resources Management (concentration in Parks and Protected area Management) from CSU. Having taken classes specifically in Dendrology and Land use Planning, I feel like I have a good base of knowledge. I have expanded that knowledge since taking those classes by doing research projects on fire management in ponderosa pine forests, studying the effect of invasives on stand health. I have grown many trees from seed in the last 20 years, including 2 large ponderosa pines on my property, as well as approximately 30 others in my greenhouse. I follow the Mother Tree Project, and continue my education on trees whenever I can, both native and otherwise.

3. What is your definition of Smart Growth?

Smart Growth is imperative for our growing communities along the front range. Our community is growing, this is inevitable. It's impossible to try and hinder it, so communities need to plan accordingly to be able to grow with a sense of purpose, taking the future into consideration. Especially in regards to resources, both natural and otherwise, to allow for the greatest community health in the long run.

4. Have you served or volunteered on a board or commission before? If so, in what capacity and did you fulfill your term?

I have not served on a board or commission before. I have attended many board meetings, particularly school board meetings, and Open Lands Advisory (Larimer County) meetings in the past.



5. Do you have any lead to, or be perceived become appointed?

conflicts of interest that could as, a conflict of interest if you

I do not have any conflicts of interest that I am aware of, if I am to be appointed.

6. Have you watched or attended any Town Council, Planning Commission or Tree Board Meetings and have you met with any Tree Board Members, Planning Commissioners, Council Members, or staff to understand the position and what it entails?

I have watched and attended Town Council meetings in the past. I have not met with any tree board members, planning commissioners, or council members in regards to the position. I would love to discuss things further, as I am eager to delve into the Severance community more as my children grow, become more independent and I have more time on my hands. Thank you for your consideration.

Aliy Louie



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 54 - Resolution 2024-24R : Authorizing the Acquisition and Purchase of the Real Property Located at 312 1 st Street in the Town of Severance, Colorado, and Approving the Contract to Buy and Sell Real Estate (Commercial) Pertaining Thereto	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA
ACTION REQUESTED		
Management asks that the Town Council discuss Resolution 2024-24R and take action to approve the proposed Resolution. • Actions that may be taken: ○ Move to approve Resolution 2024-24R ○ Take No Action		<u>Resolution</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
The Town Council desires to authorize the acquisition and purchase of the Property for public purposes, including economic development, pursuant to the terms and conditions of the Contract to Buy and Sell Real Estate (Commercial) that is included in this packet and to authorize the Town Manager, to execute all documents necessary to complete the transaction on behalf of the Town.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and move to approve Resolution 2024-24R		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Reso 2024-24R Authorize Purchase of 312 1st St and Approve Purchase Contract 2. [312 1st St] Contract - FINAL 4.24.24		

**TOWN OF SEVERANCE
RESOLUTION NO. 2024-24R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AUTHORIZING THE ACQUISITION AND PURCHASE OF THE REAL
PROPERTY LOCATED AT 312 1ST STREET IN THE TOWN OF SEVERANCE,
COLORADO, AND APPROVING THE CONTRACT TO BUY AND SELL REAL
ESTATE (COMMERCIAL) PERTAINING THERETO**

WHEREAS, pursuant to Section 12.01 of the Town of Severance Home Rule Charter, the Town Council may authorize the purchase of real property by resolution; and

WHEREAS, the owners of the real property located at 312 1st Street in Severance, Colorado, legally described as Lots 1 through 4 and Lots 13 through 16, Block 11, and the vacated alley adjacent thereto, Town of Severance Subdivision (the “Property”), have offered to sell the Property to the Town of Severance for \$975,000.00; and

WHEREAS, the owners of the Property and the Town Manager have negotiated the material terms of a purchase and sale contract for the Property; and

WHEREAS, the Town Council desires to authorize the acquisition and purchase of the Property, as legally described above, for public purposes including economic development, pursuant to the terms and conditions of the Contract to Buy and Sell Real Estate (Commercial) that is attached to this resolution, and to authorize the Town Manager, to execute all documents necessary to complete the transaction on behalf of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF SEVERANCE, COLORADO, AS FOLLOWS:**

Section 1. The Town Council of the Town of Severance hereby authorizes the acquisition and purchase of the Property legally described below for \$975,000.000 for public purposes including economic development:

Lots 1 through 4 and Lots 13 through 16, Block 11, and the vacated alley adjacent thereto, Town of Severance Subdivision, County of Weld, State of Colorado

Section 2. The Town Council approves the Contract to Buy and Sell Real Estate (Commercial) (“Contract”) between the Town of Severance as Buyer, and Mark A. Randolph and Barbara “Bobbie” Van Norman-Randolph together as Seller, in substantially the same form as the copy attached to this resolution and incorporated herein by this reference. The Mayor is authorized to execute the Contract on behalf of the Town.

Section 3. The Town Manager is authorized to negotiate, finalize, execute, and deliver any and all documents necessary to complete the transaction on behalf of the Town and at closing, subject to approval as to form by the Town Attorney, and to take all other actions necessary to effectuate the conveyance of the Property to the Town and to carry out the intentions of the Town Council consistent with the Contract and this resolution.

RESOLVED AND APPROVED this ____ day of _____, 2024.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-6-23) (Mandatory 1-24)

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: April 24, 2024

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 Severance, or assigns, (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. Mark A Randolph and Barbara "Bobbie" Van Norman-Randolph (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:
(insert legal description):

SEV 23446 L1 THRU 4 & L13 THRU 16 BLK 11 TOGETHER WITH VAC ALLEY ADJ TO

known as No.	312 1st St	Severance	CO	80546
	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 - 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 2 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, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

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

N/A

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

N/A

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

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities:

N/A; and the use or ownership of the following storage facilities: N/A.

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

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

N/A

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

N/A

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

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

Seller's and Tenant Pivot Structure, Inc.'s personal property

2.7. Water Rights/Well Rights.

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

N/A

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

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

N/A

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

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

104 N/A

105

106

107

108

109 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
 110 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
 111 legal instrument at Closing.

112 **2.7.6. Water Rights Review.** Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Water
 113 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

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

115 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	7:00 PM, MDT
2	§ 4	Alternative Earnest Money Deadline	5 DAYS AFTER MEC
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	5 DAYS AFTER MEC
4	§ 8	Record Title Objection Deadline	20 DAYS AFTER MEC
5	§ 8	Off-Record Title Deadline	5 DAYS AFTER MEC
6	§ 8	Off-Record Title Objection Deadline	20 DAYS AFTER MEC
7	§ 8	Title Resolution Deadline	25 DAYS AFTER MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	5 DAYS AFTER MEC
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	5 DAYS AFTER MEC
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	N/A
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	N/A

		Survey	
25	§ 9	New ILC or New Survey Deadline	<i>15 DAYS AFTER MEC</i>
26	§ 9	New ILC or New Survey Objection Deadline	<i>20 DAYS AFTER MEC</i>
27	§ 9	New ILC or New Survey Resolution Deadline	<i>25 DAYS AFTER MEC</i>
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	<i>N/A</i>
29	§ 8	Mineral Rights Examination Deadline	<i>N/A</i>
30	§ 10	Inspection Termination Deadline	<i>25 DAYS AFTER MEC</i>
31	§ 10	Inspection Objection Deadline	<i>25 DAYS AFTER MEC</i>
32	§ 10	Inspection Resolution Deadline	<i>27 DAYS AFTER MEC</i>
33	§ 10	Property Insurance Termination Deadline	<i>N/A</i>
34	§ 10	Due Diligence Documents Delivery Deadline	<i>5 DAYS AFTER MEC</i>
35	§ 10	Due Diligence Documents Objection Deadline	<i>20 DAYS AFTER MEC</i>
36	§ 10	Due Diligence Documents Resolution Deadline	<i>25 DAYS AFTER MEC</i>
37	§ 10	Environmental Inspection Termination Deadline	<i>25 DAYS AFTER MEC</i>
38	§ 10	ADA Evaluation Termination Deadline	<i>25 DAYS AFTER MEC</i>
39	§ 10	Conditional Sale Deadline	<i>N/A</i>
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>N/A</i>
41	§ 11	Estoppel Statements Deadline	<i>N/A</i>
42	§ 11	Estoppel Statements Termination Deadline	<i>N/A</i>
		Closing and Possession	
43	§ 12	Closing Date	<i>30 DAYS AFTER MEC</i>
44	§ 17	Possession Date	<i>Upon Closing</i>
45	§ 17	Possession Time	<i>Delivery of Deed</i>
46	§ 27	Acceptance Deadline Date	<i>May 15th, 2024</i>
47	§ 27	Acceptance Deadline Time	<i>12:00 PM, MDT</i>
	<i>30.1</i>	<i>Town of Severance Town Council Formal Approval Document</i>	<i>March 15, 2024</i>
	<i>30.2</i>	<i>Town of Severance Town Council Formal Appropriation of Funds Document</i>	<i>March 15, 2024</i>

116 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,
117 or the word “Deleted”, such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
118 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
119 “None”, such provision means that “None” applies.

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

122 **3.3. Day; Computation of Period of Days; Deadlines.**

123 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
124 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
125 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
126 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
127 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

128 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
129 ending date is not specified, the first day is excluded and the last day is included.

130 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
131 deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
132 the deadline will not be extended.

133 **4. PURCHASE PRICE AND TERMS.**

134 **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	\$	975,000.00		
2	§ 4.3.	Earnest Money			\$	30,000.00
3	§ 4.5.	New Loan			\$	N/A
4	§ 4.6.	Assumption Balance			\$	N/A
5	§ 4.7.	Private Financing			\$	N/A
6	§ 4.7.	Seller Financing			\$	N/A
7	N/A	N/A		N/A		N/A
8	N/A	N/A		N/A		N/A
9	§ 4.4.	Cash at Closing			\$	945,000.00
10		TOTAL	\$	975,000.00	\$	975,000.00

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

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a **Check**, will be payable to and held by **Fidelity National Title** (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 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

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

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

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** *N/A*.

4.6. Assumption. *OMITTED AS INAPPLICABLE.*

4.7. Seller or Private Financing. *OMITTED AS INAPPLICABLE.*

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

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

5.2. New Loan Terms; New Loan Availability.

5.2.1. New Loan Terms. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

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

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

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

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

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

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

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

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

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

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

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for

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

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

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

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

8.1. Evidence of Record Title.

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

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

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** **N/A**. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other 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 and Metropolitan Districts. Intentionally Deleted.

8.5. Tax Certificate. A tax certificate paid for by ☐ Seller ☒ Buyer, for the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, 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 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 would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

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

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

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

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

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

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

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

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

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

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

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

9. NEW ILC, NEW SURVEY.

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

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☒ **Buyer** will order the New ILC or New Survey. The 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 after the date of this Contract.

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 Closing, by: ☐ **Seller** ☒ **Buyer** or:

the cost to update an existing ILC will be borne by Buyer. If a new ILC or ALTA Survey is required, the cost shall be equally split between Buyer and Seller.

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and **Seller's Agent** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

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

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

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

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

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

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or

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

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

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

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based 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 provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

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

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

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

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

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

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

10.6. Due Diligence.

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

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

Pivot Structure, LLC - month-to-month Lease

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

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

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

- ☒ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;
- ☒ **10.6.1.4.2.** Property tax bills for the last **2** years;
- ☒ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- ☒ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- ☐ **10.6.1.4.5.** Operating statements for the past **N/A** years;
- ☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- ☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- ☒ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past **2** years;
- ☒ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);
- ☒ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- ☒ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- ☒ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- ☒ **10.6.1.4.13.** Other:

Subject to Seller's possession or reasonable ability to obtain, within five (5) days after mutual execution of the Purchase Agreement, Seller shall provide to Buyer those originals or legible copies of the documents set forth on an exhibit attached to the Purchase Agreement (collectively, the "Property Documents").

- 1. Seller's existing ALTA Extended Title Insurance Policy*
- 2. Seller's existing Phase I Environmental Survey*
- 3. An as-built ALTA survey, showing land and building*
- 4. All additional pertinent environmental, structural, and engineering reports regarding the Property in Seller's possession*
- 5. Utility Bills relating to the Property for the last twelve (12) months*
- 6. Property Tax Statements relating to the Property for the last twelve (12) months*
- 7. Architectural drawings, blueprints, as-built construction plans, and any other plans or specifications regarding any improvements on or to the Property*
- 8. Certificate of Occupancy or other governmental approval regarding any improvements on or to the Premises*
- 9. Any warranties, manuals, instructional brochures or similar materials relating to the Property or inclusions, or their use, operation or maintenance.*
- 10. Copies of any service contracts in place*
- 11. Copies of any leases, licenses, or similar agreements allowing for possession or use of the Property*

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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**:

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

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or

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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.

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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**).

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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.

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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

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597 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or *Buyer shall pay the cost for updating the existing Phase I Environmental Site Assessment or obtaining a new Phase I Environmental Site Assessment.*

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the Due Diligence Period, Environmental Inspection Termination Deadline, and Environmental Inspection Objection Deadline shall each be extended by forty-five (45) days, and if such Extended Environmental Inspection Termination Deadline or Extended Environmental Inspection Objection Deadline extends beyond the Closing Date, the Closing Date will be extended a like period of time.

In such event, the cost shall be equally split between Buyer and Seller for such Phase II Environmental Site Assessment.

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

~~602 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
603 **Inspection Termination Deadline** will be extended by ~~45~~ days (Extended Environmental Inspection
604 **Objection Deadline**) and if such Extended Environmental Inspection **Objection Deadline** extends beyond the **Closing Date**, the
605 **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II
606 Environmental Site Assessment.~~

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

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

613 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
614 owned by Buyer and commonly known as *N/A*. Buyer has
615 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**
616 **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
617 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this
618 provision.

619 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** [Intentionally Deleted - See
620 **Residential Addendum if applicable]**

621 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
622 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
623 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
624 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
625 or delayed.

626 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

627 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

628 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

629 **11. TENANT ESTOPPEL STATEMENTS.**

630 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
631 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
632 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
633 attached to a copy of the Lease stating:

634 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

635 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
636 amendments;

637 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;
638 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;
639 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and
640 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
641 demising the premises it describes.
642 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
643 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
644 required in § 11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.
645 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**
646 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
647 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
648 waive any unsatisfactory Estoppel Statement.

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CLOSING PROVISIONS

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

651 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
652 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
653 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
654 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
655 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
656 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

657 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with
658 this Contract.

659 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
660 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
661 Buyer. The hour and place of Closing will be as designated by **Seller**.

662 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
663 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

664 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
665 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
666 leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

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

670 ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's
671 deed ☐ **N/A** deed. Seller, provided another deed is not selected, must execute and deliver a good
672 and sufficient special warranty deed to Buyer, at Closing.

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

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

679 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND** 680 **WITHHOLDING.**

681 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
682 to be paid at Closing, except as otherwise provided herein.

683 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller**
684 ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other N/A**.

685 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
686 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
687 associated with or specified in the Status Letter will be paid as follows:

688 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by ☐ **Buyer**
689 ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

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

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

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

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

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

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ **N/A** for:

☐ 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.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **300.00** per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

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

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

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

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

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

19. **RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

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

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

☐ 20.1.1. **Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid

by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

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

20.2. If Seller is in Default:

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

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

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

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

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

852 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
853 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
854 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

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

856 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
857 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
858 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
859 must be received by the party, not Broker or Brokerage Firm).

860 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
861 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
862 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
863 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or [DocuSign / DigiSign](#).

864 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
865 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
866 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

867 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
868 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
869 located in Colorado.

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

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

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ADDITIONAL PROVISIONS AND ATTACHMENTS
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880 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
881 Commission.)
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29.1) Deletions.

The following sections and all their subparts are intentionally deleted from the Contract:

4.5. New Loan.

4.6. Assumption.

4.7. Seller or Private Financing.

5. FINANCING CONDITIONS AND OBLIGATIONS.

6. APPRAISAL PROVISIONS.

29.2) Reference Paragraph 2.2 - No Assignability.

Paragraph 2.2 - No Assignability is hereby negated. Contract IS assignable by Buyer to any entity of Buyer's choosing, so long as Buyer remains a minimum of 25% owner of the assigned entity. Buyer to determine prior to closing how title is to be taken.

29.3) Real Estate Broker Relationships.

Pursuant to the Colorado Real Estate Rules and Regulations, the following disclosure is made:

Different brokerage relationships are available which include Buyer Agency, Seller Agency, Transaction Broker, Landlord Agency, Tenant Agency, or Customer.

Pertinent to the above outlined business terms Trent McFall with C3 Real Estate Solutions and Sean Hudgens with RE/MAX Advanced, working Seller's Agents with the Buyer as a Customer, will be providing brokerage services for the proposed transaction, and shall be compensated by Seller per the terms of a separate agreement.

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892 **30. OTHER DOCUMENTS.**

893 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:

N/A

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897 **30.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

898 *N/A*

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SIGNATURES

Buyer's Name: *Town of Severance, or assigns*

Buyer's Signature *Nicholas J. Wharton, Town Manager* Date

Address: *N/A*

N/A

Phone No.: *N/A*

Fax No.: *N/A*

Email Address: *N/A*

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

Seller's Name: *Mark A Randolph and Barbara "Bobbie" Van Norman-Randolph*

Seller's Signature *Mark A Randolph* Date

Address: *N/A*

N/A

Phone No.: *N/A*

Fax No.: *N/A*

Email Address: *N/A*

Seller's Signature *Barbara "Bobbie" Van Norman-Randolph* Date

Address: *N/A*

N/A

Phone No.: *N/A*

Fax No.: *N/A*

Email Address: *N/A*

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** *N/A*.

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: *C3 Real Estate Solutions, LLC*
 Brokerage Firm's License #: *N/A*
 Broker's Name: *Trent McFall*
 Broker's License #: *100070685*

 Broker's Signature: _____ Date

Address: *2720 Council Tree Ave, #178*
Fort Collins, CO 80525
 Phone No.: *(970) 225-5152*
 Fax No.: *(970) 667-2802*
 Email Address: *tmcfall@c3-re.com*

B. Broker Working with Seller

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 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 Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

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

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** *N/A*.

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: *C3 Real Estate Solutions, LLC*
Brokerage Firm's License #: *N/A*
Broker's Name: *Trent McFall*
Broker's License #: *100070685*

Broker's Signature: _____ Date _____

Address: *2720 Council Tree Ave, #178*
Fort Collins, CO 80525
Phone No.: *(970) 225-5152*
Fax No.: *(970) 667-2802*
Email Address: *tmcfall@c3-re.com*

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