

ORDINANCE NO. 23-08

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, CONDITIONALLY AUTHORIZING THE SALE AND TRANSFER OF THE CITY'S INTEREST IN PROPERTY KNOWN AS LOT 4, LAGAE FAMILY TRUST MINOR DEVELOPMENT FINAL PLAT

WHEREAS, the City of Castle Pines ("City") is a home rule municipality with all powers granted by Article XX of the Colorado Constitution and the City's Home Rule Charter ("City Charter"); and

WHEREAS, Section 14.6 of the City Charter requires the adoption of an ordinance to authorize the sale or conveyance of the City's interest in real property; and

WHEREAS, the City is the owner of a parcel of real property described as Lot 4 ("Lot 4") on the Lagae Family Trust Minor Development Final Plat recorded on August 21, 2020, at Reception No. 2020078058 in the Clerk and Recorder's Office for the County of Douglas, Colorado ("Final Plat"); and

WHEREAS, the City entered into negotiations with Castle Pines Proton, LLC, an unincorporated association based in Boston, Massachusetts ("CPP"), for the purchase of Lot 4 by CPP; and

WHEREAS, the City and CPP memorialized their negotiations by way of a Letter of Intent dated January 25, 2020, and an Option Agreement dated January 06, 2023; and

WHEREAS, CPP assigned its right to purchase Lot 4 under the Option Agreement to its business affiliate SCI.D Castle Pines, LLC, a Delaware limited liability company, ("SCI.D") by way of a written assignment ("Assignment"); and

WHEREAS, the City received a copy of the Assignment and consents to the Assignment; and

WHEREAS, SCI.D desires to enter a contract with the City for the purchase and sale of Lot 4; and

WHEREAS, City Council finds that the *Contract to Buy and Sell Real Estate (Land)* attached hereto as Exhibit A ("Agreement") contains the terms, provisions, conditions, and price upon which the City Council approves the sale of Lot 4 to SCI.D; and

WHEREAS, City Council determines that entering the Agreement for the sale of Lot 4 and the conveyance of Lot 4 to SCI.D by way of a bargain and sale deed is consistent with the City Charter to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the City and its residents.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO THAT:**

Section 1. Recitals Incorporated. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the City Council for all purposes.

Section 2. Approval of Purchase and Sale Agreement. City Council approves the Agreement for the sale of Lot 4 to SCI.D pursuant to the terms, provisions, conditions, and price as stated therein. The City Manager is hereby authorized to execute the Agreement on behalf of the City. The City Manager, in consultation with and the approval of the City Attorney, may negotiate and approve changes to the Agreement that do not materially or substantially alter the terms, provisions, conditions, or price in the Agreement. Upon the City and SCI.D entering the Agreement, or a form of the Agreement as modified and approved by the City Manager and City Attorney as allowed herein, the City Manager is authorized and directed to take any action required to meet the deadlines set within the Agreement and to execute any documents, agreements, closing documents and deeds as are necessary to effectuate the sale of the Property or the termination of the Agreement, in such forms as are approved by the City Attorney.

Section 3. Severability. If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Safety Clause. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

Section 5. Emergency Declared. The City Council finds that the Ordinance is necessary for the immediate preservation of the public health, safety and welfare of the community as SCI.D desires to be under contract on Lot 4 while it seeks tax-exempt bond financing for development of Lot 4 as a proton cancer treatment facility. If SCI.D is unable to obtain bond financing within the timeframe established in the Agreement, the City will lose the opportunity to sell Lot 4 for beneficial use as a proton cancer treatment facility.

Section 6. Publication and Effective Date. The City Clerk is hereby directed to cause publication of this Ordinance on the City's website and posting at the City Clerk's office in accordance with Section 1-3-40 of the City Code. This Ordinance shall take effect immediately upon passage, after one reading, by an affirmative vote of three-fourths ($\frac{3}{4}$) of the members of the City Council present. A public comment period during a regular or special City Council meeting shall be required within thirty (30) days following adoption of this Ordinance for the sole purpose of providing an opportunity for public comment.

INTRODUCED, READ, PASSED, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES THE 23rd DAY OF MAY, 2023 BY AN AFFIRMATIVE VOTE OF THREE-FOURTHS (¾) OF THE MEMBERS OF THE CITY COUNCIL PRESENT. A PUBLIC COMMENT PERIOD DURING A REGULAR OR SPECIAL CITY COUNCIL MEETING SHALL BE HELD WITHIN THIRTY (30) DAYS FOLLOWING ADOPTION OF THIS ORDINANCE FOR THE SOLE PURPOSE OF PROVIDING AN OPPORTUNITY FOR PUBLIC COMMENT.




Tracy Engerman (Jun 12, 2023 17:02 MDT)

Tracy Engerman, Mayor

ATTEST:



Tobi Duffey, MMC, City Clerk

Approved as to form:



Linda C. Michow, City Attorney

CERTIFICATION OF PUBLICATION

I hereby attest and certify that the within and foregoing Ordinance was introduced, read and adopted as an emergency ordinance on May 23, 2023; published by title only in the *Douglas County News-Press*, together with the statement that “[t]he complete text of the ordinance is available through the City Clerk’s office and on the City’s official website.”

ATTEST:



Tobi Duffey, MMC, City Clerk

Exhibit A

**Contract to Buy and Sell Real Estate
(Land)**

[ATTACHED]

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-21) (Mandatory 1-22)

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

**CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
 Property with No Residences
 Property with Residences-Residential Addendum Attached**

Date: _____

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. SCID Castle Pines, LLC (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other a Delaware limited liability company _____.

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

2.3. Seller. City of Castle Pines, a Colorado home rule municipality (Seller) is the current owner of the Property described below.

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

Lot 4 Lagae Family Trust Minor Development Final Plat.

The legal description in this §2.4 will automatically change to conform to the legal description of the Property contained in the Title Documents, unless either party provides written notice of error in the description in the form of a Title Objection on or before the Record Title Objection Deadline.

known as: Vacant Land
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).

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

2.7.7. Water Rights Review. Buyer Does Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	N/A
2	§ 4	Alternative Earnest Money Deadline	10 days after MEC

		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	30 days after MEC
4	§ 8	Record Title Objection Deadline	45 days after MEC
5	§ 8	Off-Record Title Deadline	30 days after MEC
6	§ 8	Off-Record Title Objection Deadline	45 days after MEC
7	§ 8	Title Resolution Deadline	50 days after MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	<i>Community</i> Documents Deadline	30 days after MEC
10	§ 7	<i>Community</i> Documents Termination Deadline	45 days after MEC
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	30 days after MEC
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		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	30 days after MEC
26	§ 9	New ILC or New Survey Objection Deadline	45 days after MEC
27	§ 9	New ILC or New Survey Resolution Deadline	50 days after MEC
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	N/A
29	§ 8	Mineral Rights Examination Deadline	N/A
30	§ 10	Inspection Termination Deadline	45 days after MEC
31	§ 10	Inspection Objection Deadline	45 days after MEC
32	§ 10	Inspection Resolution Deadline	50 days after MEC
33	§ 10	Property Insurance Termination Deadline	
34	§ 10; 29.9	Due Diligence Documents Delivery Deadline	45 days after MEC
35	§ 10	Due Diligence Documents Objection Deadline	55 days after MEC
36	§ 10	Due Diligence Documents Resolution Deadline	65 days after MEC
37	§ 10	Environmental Inspection Termination Deadline	45 days after MEC
38	§ 10	ADA Evaluation Termination Deadline	N/A
39	§ 10	Conditional Sale Deadline	N/A
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
41	§ 11	Estoppel Statements Deadline	N/A
42	§ 11	Estoppel Statements Termination Deadline	N/A

		Closing and Possession	
43	§ 12	Closing Date	5 business days after Bond Closing; provided, however, under no circumstances shall the Closing Date be earlier than the latest permissive termination or resolution deadline in this §3.1 or later than the Bond Financing Deadline unless agreed to in writing by the Seller and Buyer.
44	§ 17	Possession Date	Closing date
45	§ 17	Possession Time	Closing date
46	§ 27	Acceptance Deadline Date (“ADD”)	
47	§ 27	Acceptance Deadline Time	
48	§ 4.4.3	Bond Financing Deadline	<i>April 01, 2024, unless an extension is agreed to in writing by the Seller and Buyer as provided in §4.4.3.</i>

44 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed
45 with “N/A”, or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the
46 deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked
47 in a provision that contains a selection of “None”, such provision means that “None” applies.

48 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this
49 Contract; provided, however, that under no circumstance shall this Contract be effective, nor shall the timelines in §3.1
50 start running, prior to the effective date of an ordinance of the City Council for the City of Castle Pines, Colorado, that
51 approves this Contract.

52
53 “Bond Closing” means the date on which the Buyer delivers notice to the Seller that the Buyer is in possession of Good
54 Funds in the required amount of Cash at Closing that Buyer will use for payment at Closing.

55
56 The abbreviation “N/A” as used in this Contract means not applicable.

57
58 *“Subjective discretion” or “sole subjective discretion” as used in this Contract means sole and absolute discretion*
59 *without regard to the provisions of Section 28.*

60 **3.3. Day; Computation of Period of Days; Deadlines.**

61 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United
62 States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is
63 specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and
64 Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**,
65 United States Mountain Time. If **Time of Day Deadline** is left blank or “N/A” *all* deadlines will expire at 11:59 p.m.,
66 United States Mountain Time.

67 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when
68 the ending date is not specified, the first day is excluded and the last day is included.

69 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday
70 (Holiday), such deadline Will Will Not be extended to the next day that is not a Saturday, Sunday or Holiday.
71 Should neither box be checked, the deadline will not be extended.

72
73

74 **4. PURCHASE PRICE AND TERMS.**

75 **4.1. Price and Terms.** The TOTAL set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 980,000.00	
2	§ 4.3.	Earnest Money (<i>Nonrefundable Option Fee</i>)		\$ 49,000.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7	§ 29.8	<i>Conditional Option Fee</i>	\$ 140,000.00	\$
8	§ 29.8	<i>Estimated Use Tax</i>	\$ 60,000.00	\$
9	§ 4.4.	Cash at Closing		\$ 1,131,000.00
10		TOTAL	\$ 1,180,000.00	\$ 1,180,000.00

76 **4.2. Seller Concession.** *N/A*

77 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of *Good Funds as defined in*
78 *§4.4.1.*, will be payable to and held by *Land Title Guarantee CO – Castle Rock* (Earnest Money Holder; **Closing**
79 **Company; Title Company**), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be
80 tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for
81 its payment.

82 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other
83 than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

84 **4.3.2. Disposition of Earnest Money.** Buyer is *not* entitled to the return of Earnest Money as provided in
85 this Contract (*see § 29.7.*)

86
87 **4.4. Form of Funds; Time of Payment; Available Funds.**

88 **4.4.1. Good Funds.** All amounts payable by the parties at *or before* Closing, including Cash at Closing
89 and closing costs, must be in funds that comply with all applicable Colorado laws and are immediately liquid and
90 available, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good
91 Funds).

92 **4.4.2. Time of Payment.** All funds, including the Purchase Price, Conditional Option Fee, and Estimated
93 Use Tax, must be paid by Buyer before or at Closing or as otherwise agreed in writing between the parties to allow
94 disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

95 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, **Does** **Does**
96 **Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at
97 Closing in § 4.1. *Buyer and Seller acknowledge and agree that Buyer's ability to have funds that are immediately*
98 *available at the time of Closing in an amount not less than the amount stated as Cash at Closing in § 4.1. is subject*
99 *to Buyer securing bond financing through the private market (Bond Financing). If Buyer does not secure the Bond*
100 *Financing in an amount not less than the Cash at Closing that shall be used by Buyer as Good Funds at Closing on*
101 *or before the Bond Financing Deadline, this Contract shall automatically terminate on the expiration of the Bond*
102 *Financing Deadline unless the Bond Financing Deadline is extended by a written mutual agreement of the Seller*
103 *and Buyer. Any extension of the Bond Financing Deadline must be approved by the City Council of Seller. Under*
104 *no circumstances shall the Seller be required to extend the Bond Financing Deadline. The Seller may decide, in its*
105 *sole subjective discretion, not to extend the Bond Financing Deadline.*

106
107 **TRANSACTION PROVISIONS**

108
109 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common
110 Interest Communities and subject to one or more declarations (*Community*).

111 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
112 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE**
113 **OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE COMMUNITY AND**

114 WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE *COMMUNITY, IF ANY.*
115 THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
116 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
117 ASSESSMENTS. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE *PARTY TO WHOM*
118 *PAYMENT OF ASSESSMENTS IS OWED* COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY
119 SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE
120 COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY
121 WITHOUT AN ARCHITECTURAL REVIEW BY THE *APPROVING PARTIES* (OR A COMMITTEE OF THE
122 *APPROVING PARTIES*) AND THE APPROVAL OF THE *APPROVING PARTIES*. PURCHASERS OF
123 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE
124 FINANCIAL OBLIGATIONS OF MEMBERS OF THE *COMMUNITY*. PURCHASERS SHOULD
125 CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES
126 AND REGULATIONS, *IF ANY*.

127 **7.2. Community Documents to Buyer.** Seller is obligated to provide to Buyer the *Community Documents*
128 (defined below), at Seller's expense, on or before **Community Documents Deadline**.-Seller's obligation to provide the
129 *Community Documents* is fulfilled upon Buyer's receipt of the *Community Documents*, regardless of who provides such
130 documents.

131 **7.3. Community Documents.** *Community documents (Community Documents)* consist of the following
132 *documents if said documents exist and are in the possession of the Seller*:

133 **7.3.1.** All declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
134 rules and regulations, and responsible governance policies; and

135 **7.3.3.** List of all insurance policies, *if any, covering the common maintenance area and common*
136 *maintenance area improvements*, including, but not limited to, property, general liability, *community* director and
137 officer professional liability and fidelity policies. The list must include the company names, policy limits, policy
138 deductibles, additional named insureds and expiration dates of the policies listed (Insurance Documents);

139 **7.3.4.** A list by unit type of the assessments, including both regular and special assessments;

140 **7.3.5.** The most recent financial documents which consist of: (1) the operating budget for the current fiscal
141 year, (2) the most recent annual financial statements, including any amounts held in reserve, (3) the results of the most
142 recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or
143 charges) that will *be charged* in connection with the Closing including, but not limited to, any fee incident to the issuance
144 of the statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change
145 fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required
146 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.,
147 collectively, Financial Documents);

148
149 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the
150 Right to Terminate under § 24.1., on or before **Community Documents Termination Deadline**, based on any
151 unsatisfactory provision in any of the *Community Documents*, in Buyer's *good faith* discretion. Should Buyer receive
152 the *Community Documents* after **Community Documents Deadline**, Buyer, at Buyer's option, has the Right to
153 Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt
154 of *Community Documents*. If Buyer does not receive the *Community Documents*, or if Buyer's Notice to Terminate
155 would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received
156 by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts
157 the provisions of the *Community Documents* as satisfactory and Buyer waives any Right to Terminate under this
158 provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve). *Delivery of the Community*
159 *Documents after the Community Documents Deadline, or non-delivery of the Community Documents, will not*
160 *constitute a default under this Contract by Seller, and in that event Buyer's sole remedy will be termination of this*
161 *Contract in accordance with this § 7.4, despite the provisions of § 20.2.*

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

163 **8.1. Evidence of Record Title.**

164 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title
165 insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**,
166 Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an

167 amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title** certified to a current date. Seller
168 will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

169 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title
170 insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**,
171 Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount
172 equal to the Purchase Price.

173
174 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain
175 Owner's Extended Coverage (OEC), *unless expressly requested by Buyer*. If the Title Commitment is to contain OEC,
176 it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded
177 easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and
178 time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax
179 sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by **Buyer** **Seller**
180 **One-Half by Buyer and One-Half by Seller** **Other** _____.
181 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or
182 insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or
183 New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to
184 Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

185 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations,
186 covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible,
187 summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to
188 Buyer (collectively, Title Documents).

189 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, *access to*
190 *electronic copies* of all Title Documents. This requirement pertains only to documents as shown of record in the office
191 of the clerk and recorder in the county where the Property is located. The cost of furnishing *access to electronic* copies
192 of the documents required in this Section will be *part of* at the expense of the owner's title insurance policy *commitment*
193 *paid for by Buyer*.

194
195 **8.2. Record Title.** Buyer has the right to review and object to the Title Commitment and any of the Title
196 Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.
197 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment, notwithstanding § 13, in
198 Buyer's *good faith* discretion. *If* there is an endorsement to the Title Commitment that adds a new Exception to title
199 *after the Title Commitment and Title Documents have been delivered to Seller*, a copy of the new Exception to title
200 and the modified Title Commitment will be delivered to Seller. Buyer has until the earlier of Closing or ten days after
201 receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by
202 Buyer, (2) any change to the Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment.
203 If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any
204 title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller
205 has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record
206 Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
207 specified above, Buyer accepts the condition of title as disclosed by the Title Commitment and Title Documents as
208 satisfactory.

209 *Buyer's failure to fulfill, at or before Closing, any requirements to be completed or satisfied by Buyer*
210 *contained in the Title Commitment, including but not limited to, payment of funds to be paid by Buyer under this*
211 *Contract and production of documents related to Buyer's entity status or authority to execute documents will*
212 *constitute a default by Buyer under this Contract. Any requirement contained in the Title Commitment to be*
213 *completed or satisfied by Seller may be the subject of a notice of unsatisfactory title condition by Buyer under Section*
214 *8.7, but Seller's failure to fulfill any such requirement will not be a default by Seller, unless the requirement concerns*
215 *delivery of the deed for the Property to Buyer as required by this Contract, in which case such a failure by Seller will*
216 *constitute a default by Seller under this Contract if Seller fails to fulfill such requirement at or before Closing.*

217 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all
218 existing surveys in Seller's *actual* possession pertaining to the Property and must disclose to Buyer all easements, liens
219 (including, without limitation, governmental improvements approved, but not yet installed) or other *encumbrances* not
220 shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any New

221 ILC or New Survey governed under § 9 (New ILC, New Survey). Buyer has the right *prior to the Off-Record Title*
222 *Deadline* to inspect the Property to investigate if any third party has any right in the Property not shown by public records
223 (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title
224 Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection), notwithstanding
225 § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's *good faith* discretion, must be received by Seller on or
226 before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title**
227 **Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-
228 Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-
229 Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title,
230 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
231 deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not
232 shown by public records of which Buyer has actual knowledge.

233 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL**
234 **OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**
235 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS**
236 **MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING**
237 **OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A**
238 **DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES.**
239 **BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS**
240 **LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF**
241 **TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD**
242 **OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.**

243 **8.5. Tax Certificate.** A tax certificate paid for by Seller Buyer, for the Property listing any special
244 taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**.
245 If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's *good*
246 *faith* discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax
247 Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's
248 Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does
249 not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller
250 after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not
251 receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the
252 inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to
253 Terminate under this provision.

254
255 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's *good faith*
256 discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title),
257 § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate
258 based on any such title matter, on or before the applicable deadline, Buyer has the following options:

259 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter
260 (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written
261 settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title**
262 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e.,
263 Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before
264 expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both,
265 are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be
266 automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

267 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1.,
268 on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, *including examination of mineral*
269 *rights*, in Buyer's *good faith* discretion.

270 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be
271 reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and
272 use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area,
273 zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded

274 agreements, water on or under the Property and various laws and governmental regulations concerning land use,
275 development and environmental matters.

276 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
277 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND**
278 **TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE**
279 **MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL,**
280 **GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF**
281 **THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE**
282 **OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

283 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**
284 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**
285 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE**
286 **COUNTY CLERK AND RECORDER.**

287 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**
288 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,**
289 **WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,**
290 **PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING**
291 **FACILITIES.**

292 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
293 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,**
294 **INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM**
295 **THE COLORADO OIL AND GAS CONSERVATION COMMISSION.**

296 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded
297 from, or not covered by the owner's title insurance policy.
298

299 **9. NEW ILC, NEW SURVEY.**

300 **9.1. New ILC or New Survey.** *Buyer may order a New Improvement Location Certificate (New ILC) or New*
301 *Survey in a form that meets the requirements of Buyer.*

302 **9.1.1. Ordering of New ILC or New Survey.** Seller Buyer *may* order the New ILC or New
303 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified
304 and updated as of a date after the date of this Contract.

305 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on
306 or before Closing, by: Seller Buyer.

307 **9.1.3. Delivery of New ILC or New Survey.** Buyer *may obtain* a New ILC or New Survey on or
308 before **New ILC or New Survey Deadline**. *Buyer shall deliver a copy of any New ILC or New Survey obtained by*
309 *Buyer to Seller and the issuer of the Title Commitment within two days of Buyer's receipt of the New ILC or New*
310 *Survey.*

311 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the
312 surveyor to all those who are to receive the New ILC or New Survey.
313

314 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or
315 New Survey. If the New ILC or New Survey is unsatisfactory to Buyer, in Buyer's *good faith* discretion, Buyer may, on
316 or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

317 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
318 or

319 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was
320 to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

321 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by
322 Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing
323 to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on
324 expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
325 the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey**
326 **Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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, *which shall be* completed by Seller *based upon* Seller’s actual knowledge as of the date of this Contract, *without having performed any extensive investigation or inspection, due diligence, or having made inquiry of any other person or entity.* *Seller’s Property Disclosure will be dated no earlier than 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, *see § 29 (Additional Provisions)*, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property (Inspection) at Buyer’s *sole cost, expense, and liability.* If the physical condition of the Property 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**).

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 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, *defend*, 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 *due to Buyer’s failure to defend Seller*, 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.

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 (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

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;

- 379 10.6.1.4.2. Property tax bills for the last _____ years;
- 380 10.6.1.4.3. As-built construction plans to the Property and the tenant
 381 improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent
 382 Certificates of Occupancy, to the extent now available;
- 383 10.6.1.4.4. A list of all Inclusions to be conveyed to Buyer;
- 384 10.6.1.4.5. Operating statements for the past _____ years;
- 385 10.6.1.4.6. A rent roll accurate and correct to the date of this Contract;
- 386 10.6.1.4.7. A schedule of any tenant improvement work Seller is obligated to
 387 complete but has not yet completed and capital improvement work either scheduled or in process on the date of this
 388 Contract;
- 389 10.6.1.4.8. All insurance policies pertaining to the Property and copies of any
 390 claims which have been made for the past _____ years;
- 391 10.6.1.4.9. Soils reports, surveys and engineering reports or data pertaining to the
 392 Property (if not delivered earlier under § 8.3.);
- 393 10.6.1.4.10. Any and all existing documentation and reports regarding Phase I and II
 394 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence
 395 of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks
 396 and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in
 397 Seller's possession or known to Seller;
- 398 10.6.1.4.11. Any *Americans with Disabilities Act* reports, studies or surveys concerning
 399 the compliance of the Property with said Act;
- 400 10.6.1.4.12. All permits, licenses and other building or use authorizations issued by any
 401 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits,
 402 licenses or use authorizations, if any; and
- 403 10.6.1.4.13. Other:
- 404

405 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based
 406 on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in
 407 Buyer's *good faith* discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

408 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is
 409 terminated; or

410 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
 411 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

412 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is
 413 received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed
 414 in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will
 415 terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the
 416 Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents**
 417 **Resolution Deadline**).

418

419 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections
 420 of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer
 421 *may* order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant
 422 with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or
 423 *both*, at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may
 424 also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation).
 425 All such inspections and evaluations must be conducted *in compliance with the requirements of § 29.6 (Additional*
 426 *Provisions)*.

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

430

431 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

432 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

433 **10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]**

434
435 **CLOSING PROVISIONS**

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

437 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company
438 to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their
439 designees. Buyer and Seller will furnish any additional information and documents required by Closing Company that
440 will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably
441 required documents at or before Closing.

442 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions **Are** **Are Not**
443 executed with this Contract. *Closing Instructions shall be delivered by the Buyer to the Closing Company on or before*
444 *the Alternative Earnest Money Deadline.*

445 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date
446 specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as
447 designated by Seller.

448 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service
449 vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).
450

451 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including
452 the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to
453 Buyer, at Closing: special warranty deed general warranty deed bargain and sale deed quit claim deed
454 personal representative's deed _____ (Deed). Seller, provided another deed is not
455 selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

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

458 **15. CLOSING COSTS, FEES, STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.**

459 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items
460 required to be paid at Closing, except as otherwise provided herein.

461 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by **Buyer**
462 **Seller**
463 **One-Half by Buyer and One-Half by Seller** **Other** _____.

464 **15.3. Community Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, *Buyer may*
465 *request that* promptly request that the Closing Company or the *Community* deliver to Buyer a current Status Letter, if
466 applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

467 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of *Community's* Status Letter must be paid by
468 **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **N/A.**

469 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by **Buyer** **Seller** **One-Half**
470 **by Buyer and One-Half by Seller** **N/A.**

471 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other
472 than *Community* Assessments as defined in § 16.2. (*Community* Assessments), reserves or working capital due at
473 Closing must be paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **N/A.**

474 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid
475 by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **N/A.**

476 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by **Buyer** **Seller** **One-**
477 **Half by Buyer and One-Half by Seller** **N/A.**

478 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when
479 due by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **N/A.**

480 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at
481 Closing, such as community fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller
482 One-Half by Buyer and One-Half by Seller N/A.

483 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not
484 exceed \$ _____ for:

485 Water Stock/Certificates Water District
486 Augmentation Membership Small Domestic Water Company _____
487 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

488 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer
489 must be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

490 **15.9. FIRPTA and Colorado Withholding.**

491 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's
492 proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer
493 could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller
494 represents that Seller IS a foreign person for purposes of U.S. income taxation. If the box in this Section is not
495 checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to
496 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign
497 person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's
498 proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

499 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's
500 proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt.
501 Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify
502 Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's
503 proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

504 **16. PRORATIONS AND COMMUNITY ASSESSMENTS.**

505 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

506 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments *and special assessments*,
507 if any, and general real estate taxes for the year of Closing, based on Taxes for the Calendar Year Immediately
508 Preceding Closing Most Recent Mill Levy and Most Recent Assessed Valuation, Other _____.

509 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

510 **16.2. Community Assessments.** Current regular *Community* assessments and dues (*Community* Assessments)
511 paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular *Community* Assessments for
512 deferred maintenance by the *Community* will not be credited to Seller except as may be otherwise provided by the
513 Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the- *Community*, at Closing, an amount
514 for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the *Community* will be the
515 obligation of Buyer Seller. *Community* Assessments are subject to change as provided in the Governing
516 Documents.
517

518 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**

519

GENERAL PROVISIONS

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

523 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or
524 causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price
525 and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller,
526 upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**.
527 Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing**
528 **Date**, or if the damage exceeds such sum In the event Seller has not received the insurance proceeds prior to Closing,

529 the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer,
530 (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company; or (2)
531 the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at
532 Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding
533 the total Purchase Price, *accounting for* the amount of any deductible that applies to the insurance claim.
534

535 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation
536 action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing,
537 of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such
538 condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such
539 diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds
540 awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation
541 benefits or expenses or exceed the Purchase Price.

542 **18.4. Walk-Through and Verification of Condition.** Buyer, *subject to the requirements of § 29.6*, has the right
543 to walk through the Property prior to Closing to verify that the physical condition of the Property complies with this
544 Contract.

545 **18.5. Home Warranty. [Intentionally Deleted]**
546

547 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller
548 acknowledge that their respective broker has advised that this Contract has important legal consequences and has
549 recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this
550 Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if water
551 rights, mineral rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there
552 are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must
553 be done timely as this Contract has strict time limits, including deadlines, that must be complied with.
554

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

559 **20.1. If Buyer is in Default:**

560 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or
561 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
562 the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper.
563 Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific
564 performance or damages, or both.

565 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked.
566 Seller may cancel/terminate this Contract. All Earnest Money/Option Fee (whether or not paid by Buyer) will be paid to
567 Seller and retained by Seller. It is agreed that the Earnest Money/Option Fee amount specified in § 4.1. is LIQUIDATED
568 DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4.,
569 21, *and 29*) such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract.
570 Seller expressly waives the remedies of specific performance and additional damages (except as provided in §§ 10.4.,
571 21, *and 29*).

572 **20.2. If Seller is in Default:**

573 **20.2.1. Specific Performance.** Buyer may elect to treat this Contract as canceled/terminated.
574

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

578 **22. MEDIATION. Intentionally removed.**

579 **23. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money/Option Fee,
580 Earnest Money Holder is required to release the Earnest Money/Option Fee to the Seller within five (5) days of receiving
581 a demand for payment of the funds from the Seller. This Section will survive cancellation or termination of this Contract.

582 **24. TERMINATION.**

583 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate),
584 the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided
585 such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate
586 is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter,
587 document or condition as satisfactory and waives the Right to Terminate under such provision.

588 **24.2. Effect of Termination.** In the event this Contract is terminated, and all *refundable* Earnest Money received
589 hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

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

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

598 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as
599 provided in § 26.2., and is effective when physically received *or refused* by such party, any individual named in this
600 Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party
601 (except any notice or delivery after Closing must be received *or refused* by the party, not Broker or Brokerage Firm).

602 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form
603 to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or
604 Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or
605 Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by
606 email.

607 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the
608 email address of the recipient, or (2) a link or access to a website or server provided the recipient receives the information
609 necessary to access the documents.

610 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in
611 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in
612 Colorado for real property located in Colorado. Any dispute or cause of action arising under or out of this Contract shall
613 be commenced in the District Court for Douglas County, Colorado, and shall not be subject to removal to federal court.

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

620 **28. GOOD FAITH.** Except as provided otherwise herein, Buyer and Seller acknowledge that each party has an
621 obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions
622 of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New**
623 **Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water.**

624

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

627

628 **29.1. Warranties**

629

630 *29.1.1. Seller warrants and represents to Buyer that the individual signing this Contract on behalf*
631 *of Seller is authorized to sign this Contract for Seller and to bind Seller to all terms and conditions*
632 *stated in this Contract.*

633

634 *29.1.2. Buyer warrants and represents to Seller that Buyer has the legal power, right, and authority*
635 *to enter into and perform this Contract and that the individual signing this Contract on behalf of*
636 *Buyer is authorized to sign this Contract for Buyer and to bind Buyer to all terms and conditions*
637 *stated in this Contract. The individual signing this Contract on behalf of Buyer covenants and*
638 *warrants that the Buyer has the legal power, right, and authority to enter into and perform this*
639 *Contract and the individual has the authority to sign this Contract on behalf of Buyer.*

640

641 *29.1.3. Buyer warrants and represents to Seller that the execution, delivery, and performance of this*
642 *Contract by Buyer do not and will not result in a breach of, or constitute a default under, any*
643 *indenture, loan or credit agreement, mortgage, deed of trust, or other instrument or agreement to*
644 *which Buyer is a party or by which Buyer is bound.*

645

646 **29.2.** *The provisions of this Contract have been independently, separately, and freely negotiated by the*
647 *parties as if drafted by both of them. The parties waive any statutory or common law presumption which*
648 *would serve to have this Contract construed in favor or against either party. Buyer and Seller each waive*
649 *any right to a jury in any action or proceeding concerning this Contract to the maximum extent*
650 *permitted by law.*

651

652 **29.3.** *Nothing in this Contract shall be construed as a waiver of the rights and privileges of the Seller*
653 *pursuant to the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as the same may be*
654 *amended from time to time.*

655

656 **29.4.** *Buyer understands and acknowledges that the Seller is subject to Article X, §20 of the Colorado*
657 *Constitution (“TABOR”). Financial obligations of the Seller payable after the current fiscal year are*
658 *contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in*
659 *accordance with the Seller’s Charter and other applicable rules, regulations, ordinances, and*
660 *resolutions of the Seller and any other applicable law.*

661

662 **29.5. RESERVED.**

663

664 **29.6. Inspections – Limitation of Buyer’s Right.** *“Buyer” in this section includes Buyer’s successors*
665 *and assigns, if any are allowed by this Contract, and unless expressly limited, “Buyer” also means*
666 *Buyer’s employees, agents, representatives, consultants, and contractors and subcontractors thereof.*

667

668 *29.6.1. Buyer shall obtain and maintain liability insurance in the minimum amount of one million*
669 *dollars (\$1,000,000.00) and name Seller as an additional insured, and Buyer shall obtain and*
670 *maintain worker’s compensation insurance coverage as required by the State of Colorado. The*
671 *liability insurance requirement is limited to Buyer, its successors and assigns. Before Buyer may*

672 *enter the Property for any reason, Buyer shall provide Seller with proof of liability insurance*
673 *coverage as well as worker's compensation insurance coverage.*
674

675 *29.6.2. Buyer, upon at least 24 hours advance written notice to Seller in each instance and subject*
676 *to the requirements of §29.6.1, shall have the right to enter onto the Property, during normal*
677 *business hours, for purposes of performing surveys, soils borings, engineering studies, architectural,*
678 *topographical, economic, and any other work studies or tests.*
679

680 *29.6.3. Buyer shall not change the physical character of the Property as it exists as of the date of this*
681 *Contract, nor shall Buyer conduct any invasive testing without the express permission of the Seller.*
682

683 *29.6.4. The Seller, in its sole subjective discretion, may deny the Buyer the right to conduct any*
684 *invasive testing or other act of inspection on the Property that could result in a lien, of any type,*
685 *being claimed or recorded against the Property or the Seller's exposure to premises or personal*
686 *injury liability arising out of Buyer's right to enter the Property unless Buyer can prove that the cost*
687 *and expense of the inspection is adequately paid for in advance by Buyer and Buyer has provided*
688 *Seller with adequate proof of insurance coverage as required in § 29.6.1. Seller retains the right to*
689 *determine, in Seller's sole subjective discretion, if the cost and expense of any inspection is*
690 *adequately paid for in advance of the inspection.*
691

692 *29.7. Earnest Money (Option Fee): Notwithstanding any other provision in this Contract to the*
693 *contrary, the \$49,000.00 Earnest Money in this Contract is an Option Fee that shall be paid in Good*
694 *Funds to be held in escrow by the Earnest Money Holder. Except as provided otherwise below, the*
695 *Earnest Money/Option Fee shall be deemed earned by and paid to Seller as follows: 90 days after MEC,*
696 *fifty percent (50%) shall be deemed non-refundable and paid to Seller; 180 days after MEC, the*
697 *remaining fifty percent (50%) shall be deemed non-refundable and paid to Seller. If Buyer is in default*
698 *or terminates this Contract at any time before the full amount of the Earnest Money/Option Fee is paid*
699 *to Seller (i.e., before the 90 and 180 day scheduled payments), the Seller shall immediately be paid 100%*
700 *of the Earnest Money/Option Fee. If Closing occurs prior to the payment of the full amount of the*
701 *Earnest Money/Option Fee to Seller, the full amount of the Earnest Money/Option Fee, or any part*
702 *remaining thereof, shall be part of the funds paid to Seller at Closing. Buyer and Seller agree that this*
703 *§29.7. shall act as written instructions for the Earnest Money Holder and hereby instruct the Earnest*
704 *Money Holder to distribute the funds to the Seller in accordance with this §29.7. No additional written*
705 *instructions or permission from Buyer shall be required for the Earnest Money Holder to pay the*
706 *Earnest Money funds to the Seller. Earnest Money Holder shall disburse the Earnest Money/Option*
707 *Fee to Seller within five (5) days of receiving a demand for payment of the funds from the Seller.*
708

709 *29.8. Buyer shall pay to Seller the amounts in §29.8.1. and §29.8.2. in Good Funds before or at*
710 *Closing. Failure of Buyer to pay to Seller the following amounts in Good Funds shall be a default of*
711 *this Contract by Buyer and Seller shall have the right to terminate this Contract upon verbal notice to*
712 *Buyer at Closing and the right to payment in full of the Earnest Money/Option Fee due to Buyer's*
713 *default. The following amounts are payments required in addition to the amount of the Purchase Price*
714 *of the Property.*
715

716 *29.8.1. Sixty thousand dollars (\$60,000.00), which is the estimated equivalent of the average use tax*
717 *assessed on a for-profit medical facility of the size and scale of the anticipated project to be developed*
718 *on the Property; and*
719

720 **29.8.2. One hundred forty thousand dollars (\$140,000.00) as consideration for Seller giving Buyer**
721 **a twelve (12) month exclusive option period from the date of January 05, 2023, for Buyer to secure**
722 **Bond Financing and purchase the Property.**
723
724

725 **29.9. Seller shall have the right to investigate all matters it deems material, in its sole discretion, to the**
726 **prospective sale of the Property to Buyer, including all aspects of Buyer's status as an incorporated or**
727 **organized entity, formation documents, governing documents, financials and financing structure, non-**
728 **profit entity status, and operation of the project intended to be constructed and operated on the Property,**
729 **as reasonably required based on a transaction of this nature. Buyer agrees to deliver to Seller on or**
730 **before the Due Diligence Documents Delivery Deadline copies of the Buyer's articles of incorporation,**
731 **organization, or formation that shows its current entity status, Buyer's bylaws and operating**
732 **agreements, and any statement of authority that provides an agent of the Buyer with authority to act on**
733 **behalf of the Buyer for the purposes of acquiring real property and entering contracts. Notwithstanding**
734 **any other statement, term, condition, or provision to the contrary in this Agreement, the Seller has the**
735 **right to request and receive any and all documents related to the Buyer's efforts to obtain Bond**
736 **Financing and any and all documents related to the Bond Financing including, but not limited to, copies**
737 **of the bond transcript, offering documents, basic legal documents, resolutions and certificates, and any**
738 **other document that Seller requests Buyer produce that relates to the Bond Financing (the "Bond**
739 **Financing Documents"). Buyer shall provide to the Seller, within 10 days of receiving Seller's request**
740 **for Bond Financing Documents, copies of the Bond Financing Documents requested by the Seller.**
741 **Seller's right to request and receive Bond Financing Documents and Buyer's obligation to produce**
742 **Bond Financing Documents shall not be affected by any termination or resolution deadline in this**
743 **Agreement.**
744

745 **29.10. Buyer acknowledges and agrees that Seller is a Colorado home rule municipality, and therefore,**
746 **the terms, provisions, covenants and conditions in this Contract are ineffective until this Contract, as**
747 **well as the sale and conveyance of the Property, is approved by ordinance duly adopted by the City**
748 **Council for the City of Castle Pines, Colorado. Further, notwithstanding any other term, provision,**
749 **covenant, conditions, statement, agreement, or acknowledgement herein, Buyer acknowledges,**
750 **understands, and agrees that actions of City Council are subject to challenge by referendums and**
751 **initiatives which may negate, overturn, or invalidate an ordinance adopted by City Council. In the event**
752 **that this Contract or the underlying transaction or conveyance of the Property are invalidated by a**
753 **referendum or initiative after City Council approval, then Buyer agrees that the City shall not be liable**
754 **for any and all damages that Buyer may have incurred arising out of this Contract in law or in equity.**
755
756

757 **30. OTHER DOCUMENTS.**

758 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:

759
760 **30.1.1. Exhibit A: Payment in Lieu of Taxes Agreement.**
761

762 **30.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of
763 this Contract:
764
765

766

SIGNATURES

767

Buyer's Name: SCID LLC

Buyer's Name: _____

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Address: 100 Cambridge Street, 14th Floor
Boston, MA 02114

Address: _____

Phone No.: 617.973.5027

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: scourtney@castlepinesproton.com

Email Address: _____

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

Seller's Name: City of Castle Pines

Seller's Name: _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Address: 360 Village Square Ln., Ste. B
Castle Pines, CO 80108

Address: _____

Phone No.: 303-705-0227

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: michael.penny@castlepinesco.gov

Email Address: _____

769

770

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

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

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

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

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

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

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: William E. Mace
Broker's License #: 2017032595

Broker's Signature

Date

Address: 2002 Champions Circle
Castle Rock, CO 80104
Phone No.: 805.896.0886
Fax No.: _____
Email Address: wmace@elevate-cre.com