

Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name	Ken Joo (IMMANUEL MISSION CENTER TRUST)	Representative Name	Joseph Skinner
Address	21187 E. Layton Lane	Address	715 S Glencoe St
City, State, Zip	Aurora, CO 80015	City, State, Zip	Denver, CO 80246
Telephone	720-982-6176	Telephone	251-232-1604
Email	kenjoo67@gmail.com	Email	joseph.m.skinner1@gmail.com
<p>*All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4.</p>		<p>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</p> <p>***If contact for fee payment is other than above, please provide contact name and contact information on an attachment.</p>	
SUBJECT PROPERTY INFORMATION			
Location (address):	1090 S Dayton St, Denver, CO 80247		
Assessor's Parcel Numbers:	0615402066000		
Area in Acres or Square Feet:	1.933 acres		
Current Zone District(s):	S-SU-I		
PROPOSAL			
Proposed Zone District:	OS-B		
PRE-APPLICATION INFORMATION			
In addition to the required pre-application meeting with Planning Services, did you have a concept or a pre-application meeting with Development Services?	<input checked="" type="checkbox"/> Yes - State the contact name & meeting date <u>James Larsen 6/23/2021</u> <input type="checkbox"/> No - Describe why not (in outreach attachment, see bottom of p. 3)		
Did you contact the City Council District Office regarding this application ?	<input checked="" type="checkbox"/> Yes - if yes, state date and method <u>Councilwoman Amanda Sawyer District 5 Zoom Meeting 5/6/2021</u> <input type="checkbox"/> No - if no, describe why not (in outreach attachment, see bottom of p. 3)		

REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)

<p>General Review Criteria DZC Sec. 12.4.10.7.A</p> <p>Check box to affirm and include sections in the review criteria narrative attachment</p>	<p><input checked="" type="checkbox"/> Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan.</p> <p>Please provide a review criteria narrative attachment describing how the requested zone district is consistent with the policies and recommendations found in each of the adopted plans below. Each plan should have its own subsection.</p> <p>1. Denver Comprehensive Plan 2040</p> <p>In this section of the attachment, describe how the proposed map amendment is consistent with <i>Denver Comprehensive Plan 2040's</i> a) equity goals, b) climate goals, and c) any other applicable goals/strategies.</p> <p>2. Blueprint Denver</p> <p>In this section of the attachment, describe how the proposed map amendment is consistent with: a) the neighborhood context, b) the future place type, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in <i>Blueprint Denver</i>.</p> <p>3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):</p>
<p>General Review Criteria: DZC Sec. 12.4.10.7. B & C</p> <p>Check boxes to the right to affirm and include a section in the review criteria for Public Health, Safety and General Welfare narrative attachment.</p>	<p><input checked="" type="checkbox"/> Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.</p> <p><input checked="" type="checkbox"/> Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</p> <p>In the review criteria narrative attachment, please provide an additional section describing how the requested rezoning furthers the public health, safety and general welfare of the City.</p>
<p>Review Criteria for Non-Legislative Rezonings: DZC Sec. 12.4.10.8</p> <p>For Justifying Circumstances, check box and include a section in the review criteria narrative attachment.</p> <p>For Neighborhood Context, Purpose and Intent, check box and include a section in the review criteria narrative attachment.</p>	<p>Justifying Circumstances - One of the following circumstances exists:</p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error;</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact;</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints of development created by the natural characteristics of the land, including, but not limited to , steep slopes, floodplain, unstable soils, and inadequate drainage;</p> <p><input checked="" type="checkbox"/> Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <p style="padding-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or,</p> <p style="padding-left: 20px;">b. A City adopted plan; or</p> <p style="padding-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (overlay Zone Districts) of this Code.</p> <p>In the review criteria narrative attachment, please provide an additional section describing the selected justifying circumstance. If the changing conditions circumstance is selected, describe changes since the site was last zoned. Contact your pre-application case manager if you have questions.</p> <p><input checked="" type="checkbox"/> The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.</p> <p>In the review criteria narrative attachment, please provide a separate section describing how the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.</p>

REQUIRED ATTACHMENTS

Please check boxes below to affirm the following **required** attachments are submitted with this rezoning application:

- Legal Description of subject property(s). **Submit as a separate Microsoft Word document.** View guidelines at: <https://www.denvergov.org/content/denvergov/en/transportation-infrastructure/programs-services/right-of-way-survey/guidelines-for-land-descriptions.html>
- Proof of ownership document for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed, or (c) Title policy or commitment dated no earlier than 60 days prior to application date. If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.
- Review Criteria Narratives. See page 2 for details.


ADDITIONAL ATTACHMENTS (IF APPLICABLE)

Additional information may be needed and/or required. Please check boxes below identifying additional attachments provided with this application.

- Written narrative explaining reason for the request** (optional)
- Outreach documentation attachment(s).** Please describe any community outreach to City Council district office(s), Registered Neighborhood Organizations (RNOs) and surrounding neighbors. If outreach was via email- please include email chain. If the outreach was conducted by telephone or meeting, please include contact date(s), names and a description of feedback received. If you have not reached out to the City Council district office, please explain why not. (optional - encouraged)
- Letters of Support.** If surrounding neighbors or community members have provided letters in support of the rezoning request, please include them with the application as an attachment (optional).
- Written Authorization to Represent Property Owner(s)** (if applicable)
- Individual Authorization to Sign on Behalf of a Corporate Entity** (e.g. if the deed of the subject property lists a corporate entity such as an LLC as the owner, this is document is required.)
- Other Attachments.** Please describe below.

PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION

We, the undersigned represent that we are the owner(s) of the property described opposite our names, or have the authorization to sign on behalf of the owner as evidenced by a Power of Attorney or other authorization attached, and that we do hereby request initiation of this application. I hereby certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate. I understand that without such owner consent, the requested official map amendment action cannot lawfully be accomplished.

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/12/20	(A)	YES
Ken Joo Immanuel Mission Trust	1090 S Dayton St, Denver, CO 80247	100%		6/7/21	A	YES
						YES
						YES
						YES

LAND DESCRIPTION

TRACT 38,
RANGE VIEW, FOURTH FILING
EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF AURORA BY WARRANTY DEED RECORDED
JUNE 22, 1993 UNDER RECEPTION NO. R-93-0079834, CITY AND COUNTY OF DENVER, STATE OF
COLORADO.

CAPTION

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15,
TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY AND COUNTY OF DENVER, STATE OF COLORADO

Denver Property Taxation and Assessment System

[New Search](#)

1090 S DAYTON ST

Owner	Schedule Number	Legal Description	Property Type	Tax District
IMMANUEL MISSION CENTER TRUST 6446 TRAPPER CT PARKER, CO 80134-2757	06154-02-066-000	RANGE VIEW 4TH FLG TR-38 EXC BEG 6.91FT W OF SE COR TR-38 THW 268.7FT CV/R 23.54FT N 285FT E 2.05FT S 3DEG06MIN21 SEC E175.11FT S 94.63FT CV/L 38.13FT CV/L 249.89FT TO POB	VACANT LAND	DENVER

[Summary](#)
[Property Map](#)
[Assessed Values](#)
[Assessment Protest](#)
[Taxes](#)
[Neighborhood Sales](#)
[Chain of Title](#)

Chain Of Title Records

Reception Number ↕	Reception Date ↕	Instrument ↕	Sale Date ↕	Sale Price ↕	Grantor	Grantee ↕
2010077616	7/13/2010	SW	7/13/2009	\$0	JOO,BONG JONG & SARAH	IMMANUEL MISSION CENTER TRUST
2006020743	2/1/2006	QC	1/20/2006	\$10	JOO,KEN & BONG JONG & KYUNG	JOO,BONG JONG & SARAH
0000074289	6/10/1997	WD	6/6/1997	\$131,469	STANN,PAUL	JOO,KEN & BONG JONG & KYUNG
0000108101	9/5/1995	WD	8/25/1995	\$65,000	STOOKESBERRY,JENENE	STANN,PAUL

Denver Comprehensive Plan 2040

Describe how the proposed map amendment is consistent with *Denver Comprehensive Plan 2040*'s a) equity goals, b) climate goals, and c) any other applicable goals/strategies.

Equity Goals

Equitable, Affordable, and Inclusive Goal 1, Strategy A: "Improve equitable access to resources that improve quality of life, including cultural and natural amenities, health care, education, parks, recreation, nutritious food and the arts" (p. 28).

- ✓ Outdoor swimming is a valued, seasonal, and recreational activity in Denver. The Windsor neighborhood and Rangeview Neighborhood Association do not have convenient access to a neighborhood swim club or municipal pool. Rezoning to OS-B will greatly increase the neighborhood's quality of life through swimming and outdoor recreation in preserved green space without having to leave the community.

Equitable, Affordable, and Inclusive Goal 7, Strategy A: "Encourage the integration of age-friendly community features into public and private development" (p. 30).

- ✓ OS-B will allow age-friendly community features in private parks and recreation uses. The proposed use would include a children's low depth pool, family pool area, as well as lap lanes. Swimming is a low-impact exercise that will appeal to infants and the elderly alike. The green space will feature activities for all ages as well with shade structures and lounging areas, yard games, a playground, and bocce ball.

Environmentally Resilient (Climate) Goals

Goal 8, Strategy A: "Promote infill development where infrastructure and services are already in place" (p. 54).

- ✓ Rezoning from S-SU-I to OS-B will enable development of this raw parcel that has existed unused since record keeping in Denver began. Notably, infrastructure exists already to support the project, including water, sewer, Xcel Energy, and Comcast services. Over the years, there have been two attempts at re-zoning for multi-unit housing on this parcel, but the projects were vehemently opposed by the Rangeview Neighborhood Association and ultimately deemed no-go's. In our informal meeting with the RNO, the conversation on rezoning to accommodate our swim club project concluded with applause and excitement over a value-add proposal that fits the neighborhood's needs.

Goal 4, Strategy A: "Embrace stormwater as an asset and integrate it into the design of streets, open spaces and neighborhoods." (p. 53)

- ✓ Our design includes a rain garden to capture and filter or infiltrate the water quality capture volume (WQCV) and will also help provide a landscape buffer between the parking and the public right-of-way. We also plan for a landscaped swale buffer on the north side of the pool that will also provide stormwater quality and enhanced landscaping.

Healthy and Active Goals

Goal 1, Strategy A: “Recognize parks, recreation and the urban forest as vital components of a complete community.” (p. 58)

- ✓ Rezoning to OS-B creates a net new environment that supports physical activity and healthy living through recreation opportunities in the Windsor neighborhood. OS-B is a district that allows for parks and recreation uses consistent with this strategy and the idea of complete communities, and green space is currently lacking for residents in the area. Our plan is to have a single-level pool building with a minimal presence that will not overshadow the neighborhood. The remainder is intended as green space for lounging and additional outdoor recreation like bocce ball, yard games, and a playground.

Goal 1, Strategy B: “Promote walking, rolling and biking through the development of a safe and interconnected multimodal network.” (p. 58)

- ✓ OS-B is a private park and open space district that will be well connected to the neighborhood and is in close proximity to the High Line Canal Trail. Strategically located in the Rangeview Neighborhood Association and broader Windsor neighborhood will allow members to easily walk and bike without a carbon footprint. For any members venturing in from other neighborhoods, the location is .2 miles (a 5-minute walk) from the High Line Canal Trail, offering a great alternative to driving.

Blueprint Denver

In this section of the attachment, describe how the proposed map amendment is consistent with: a) the neighborhood context, b) the future place type, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in **Blueprint Denver**.

Neighborhood Context

Future Neighborhood Context Suburban (p. 189):

“The suburban context represents the most varied development in Denver’s neighborhoods. Homes in this context area largely single-unit but can also include high intensity residential. Commercial development is focused along main corridors and centers bordering residential areas. Although this context is more auto-oriented than others, there should be quality multimodal connectivity.

The aspiration of the suburban context in Denver is different than traditional suburban development of the past. Especially compared to other parts of the metro area, Denver’s suburban areas are still more urban in nature and suburban places should reflect that. Residents of this context should be able to walk and bike to neighborhood destinations safely, though the trips may be longer than in other contexts.”

- ✓ The proposed map amendment to Open Space Recreation District is consistent with the Suburban Neighborhood Context, as it offers outdoor recreation to the mostly residential community. The parcel is located off Mississippi Avenue (a residential arterial) and S Dayton Street (a residential collector), which keeps traffic at the entrance of the neighborhood instead of disrupting quiet streets, with easy walkable and bikeable access from the Windsor neighborhood itself as well as access from the High Line Canal Trail via S Dayton Street.

Future Place Type

Future Places Designation Low Residential (p. 198):

“Generally characterized by single-unit uses on larger lots. Accessory dwelling units and compatible two-unit uses are appropriate and can be thoughtfully integrated. Limited mixed-use along some arterial and collector streets and at intersections, as well as where commercial uses have been already established. Vacant institutional uses on corners or select sites may be appropriate locations to introduce additional suburban residential intensity. There is a mix of attached and detached garage forms. Buildings are typically up to 2.5 stories in height.”

- ✓ OS-B allows for civic and institutional uses, which are also permitted and consistent within low residential areas. We are proposing a single-level pool building of 2,496 square feet, which is roughly equivalent to a single-unit home in the surrounding neighborhood. The parcel is also located at the corner of a busy intersection (E Mississippi Ave. and S Dayton St), which serves to minimize traffic traversing the neighborhood.

Growth Strategy

- The updated Blueprint Denver 2019 provides a more nuanced way to handle growth, directing growth to key centers, corridors and high-density residential areas that align with transportation options.
- Most growth is guided to regional centers, community centers and corridors, select districts and higher intensity residential areas.
- Other areas of the city are still expected to see some, more limited, growth
- ✓ OS-B will allow recreation uses that accommodate future growth in the area by bringing in more families, from those visiting throughout the summer to increased numbers of families with children desiring to live in the adjacent neighborhood. When we met with the Rangeview Neighborhood Association at the site, they acknowledged that they know the land will be developed. They emphasized that they want a value-add to the community, not a gas station, multi-unit housing, or a liquor store. Rezoning to OS-B will enable us to build a new community focal point that provides summer recreation and fosters a deeper sense of community. The neighborhood will derive much greater utility taking their families to swim throughout the summer than passing an overgrown, empty parcel on their way in and out of the neighborhood.

Adjacent Street Types

Mississippi Ave.: Residential Arterial

- Primarily residential uses, but may also include schools, civic uses, parks, small retail nodes and other similar uses. Buildings on residential streets usually have a modest setback. The depth of the setback varies by neighborhood context.

S Dayton St.: Residential Collector

- ✓ OS-B allows for civic and park uses consistent with the future street type designations of residential arterial and residential collector.

Plan Policies and Strategy

Mobility – Policy 1, Strategy D: “Increase the number of services and amenities that are available by walking, rolling and biking by integrating more local centers and corridors into residential areas, especially for areas that score low in Access to Opportunity.” (p. 108)

- ✓ OS-B will allow for parks and open space which will increase the amenities in the Rangeview neighborhood. There are approximately 186 single-family homes north of E Mississippi Avenue, south of the High Line Canal Trail, east of S Dayton St, and west of S Havana St that can conveniently access the parcel without needing to cross major intersections.

Equity Concepts

- Improving Access to Opportunity, Neighborhood Equity Index, (c): “Access to parks: percent of living units within ¼ mile (10-minute walk) to a quality park or open space” (p. 54)
- ✓ At present, there is limited access to recreational opportunities for the Rangeview Neighborhood Association within a 10-minute walk. Rezoning 1090 S Dayton St to OS-B would bolster equity indices for this unserved neighborhood.

Public Health, Safety and General Welfare

Please provide an additional section describing how the requested rezoning furthers the public health, safety and general welfare of the City.

- ✓ Rezoning to OS-B provides the Windsor neighborhood access to open space recreation opportunities. Our goal is for the proposed use to be a safe environment for the enjoyment of all ages and an extension of community members’ backyards.

Justifying Circumstances

Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest.

- ✓ Changing conditions in this area provide a justifying circumstance in that there are a significant number of new infill residences in both Denver and Aurora and a demand for more recreation opportunities. Rezoning to OS-B will allow for more park and recreation uses in this growing area.

Neighborhood Context, Purpose and Intent

Please provide a separate section describing how the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.

Open Space Context Description (Section 9.3.1)

“The Open Space Context consists of all forms of public and private parks and open spaces. The context accommodates sites ranging from very active to completely passive, and from those embedded in a neighborhood to sites that are large enough to stand along. Active sites may include hiking use areas such as ball fields, while passive areas focus on resource protection, trails, walking, and biking.”

- ✓ OS-B is an open space district consistent with this general purpose through swimming and green space recreation opportunities for residents of the community including a playground, yard games, and a bocce court. The parcel is located off Mississippi Avenue (a residential arterial) and S Dayton Street (a residential collector) so that traffic will not traverse the interior of the neighborhood, with easy walkable and bikeable access from the High Line Canal Trail via S Dayton Street.

OS-B Purpose (Section 9.3.2.1)

“The OS-B district is intended to protect and promote open space and parks not otherwise owned, operated or leased by the City, and generally intended for active or passive recreation use. The district allows more building coverage and a variety of active recreational facilities than in the OS-C district.”

- ✓ With the infill lot having been rejected twice by the community for rezoning to accommodate multi-unit housing development, we believe the Open Space Recreation District designation is a much stronger fit for the surrounding neighborhood, as it is meant to promote health, wellness, and access to green space for the residential community. Our swim club project has a minimal, single-level building footprint that at 2,496 square feet is equivalent to the size of homes in the neighborhood, and we intend to cohesively integrate into the surrounding building form and design standards. The unique size and associated cost of the parcel at 1090 S. Dayton Street is not conducive for development of a single-family home under its current designation of S-UI-I.

Specific Intent (Section 9.3.2.1)

Open Space Recreation District (OS-B)

- The OS-B district is intended to protect and promote open space and parks not otherwise owned, operated or leased by the City, and generally intended for active or passive recreation use. The district allows more building coverage and a variety of active recreational facilities than in the OS-C district.
- ✓ We believe the specific intent of the Open Space Recreation District compliments the general purpose of the Suburban Neighborhood Context. Rezoning to create active recreation uses will increase Windsor neighborhood desirability and introduce a valuable asset that will be highly valued by the overall community.

Rezoning to Address a Community Need

In Denver, building and owning a backyard pool is a rare and impractical option to pursue given that the climate for swimming outside is a few months out of the year, with draining and maintenance required the rest of the time. When we bought our home in Washington Virginia Vale in 2017, we were excited to find an outdoor neighborhood swim club, especially for once we started a family. To our dismay, we learned we were added to the bottom of Virginia Vale Swim Club's 4–6-year waitlist. We decided to broaden our search and quickly discovered that all the swim clubs within a 4-mile radius had multi-year waitlists, one as long as 17 years! As of 2021 and with the arrival of our firstborn, we are still 130+ names down on the waitlist, and the total number of families waiting is close to 400 for that swim club alone. This is how we discovered an unaddressed need in the community and a niche opportunity for starting a local business.

Parcel Location

1090 S. Dayton Street is a raw 1.933-acre parcel at the corner of South Dayton Street and East Mississippi Avenue in Denver's Windsor neighborhood in the Rangeview Neighborhood Organization. It is ideally placed within a 4-mile radius of three competitor swim clubs that are all at capped membership capacity with long waitlists. Families with children will not want to wait 3 to 17 years for access to a swim club, when alternative membership is readily available in close proximity. Children continue to age each passing summer, and every summer on a waitlist means lost families memories of splashing around in their neighborhood pool.

Service

High Line Swim Club will be a family and community-focused private swim club, offering outdoor pool recreation and green space amenities to member families from Memorial Day to Labor Day. The grand opening is planned for May 2023. Membership will grant access to a 6-lane lap pool, children's low depth pool with a play feature, and an adjoining family play area. Green space amenities will include a bocce ball court, a playground, pavilion use, access to barbeque grills, and social events throughout the season. The swim club aims to provide members of all ages a safe, fun, and welcoming summer oasis that can be thought of as an extension of one's own backyard.

Value-Add to the Community

Rezoning from the current designation S-SU-I to OS-B will enable this vision to become reality and grant member families access to this proposed seasonal, outdoor swim club. In an informal meeting of 30-40 members of the Rangeview Neighborhood Organization, their questions and engagement showed they understood the project's value-add to their community through preserving green space and providing recreational access in their neighborhood. The informal gathering at the parcel concluded with a round of applause.

City Council District 5

- Date: Thursday, May 6, 2021
 - Contact: Councilwoman Amanda Sawyer
 - Meeting Type: Virtual Meeting
 - Feedback: Councilwoman Sawyer initiated the conversation stating that she and her family had waited 5 years on 3 separate pool waitlists before getting into a swim club and acknowledged that there is an unfulfilled demand in the community. She reached out to zoning on our behalf inquiring whether there was any other possible designation that we could use without having to go through the estimated 8-month process.

Rangeview Neighborhood Organization

- Date: Monday, May 10, 2021
 - Contact: Roger Miller, President of the RNO
 - Meeting Type: Virtual Meeting
 - Feedback: Roger Miller indicated that he raised his kids going to Lowry Swim Club (which also has a waitlist) and now takes his grandkids there, too. He considers the seasonal, outdoor swim club proposal as a positive for the neighborhood and will be interested to engage on logistics such as parking.

- Date Mailed: Monday, May 10, 2021
 - Contact: All homes in the Rangeview Neighborhood Organization
 - Mailer Content:



Rangeview Letter.pdf

- Date: Thursday, May 20, 2021
 - Contact: 30-40 attendees from the Rangeview Neighborhood Organization
 - Meeting Type: Informal meeting at the 1090 S. Dayton Street parcel
 - Description of Feedback: The neighborhood gathered and asked many questions about the project. Overall, the reception was very positive, and the meeting concluded with applause (which they admitted they had never done over any proposed project for the parcel). Some residents even wished to commit to joining the swim club already.

Challenge School – Cherry Creek School District

- Date: Friday, March 19, 2021
 - Contact: Vicky Lisi, Director of Planning & Enrollment at Cherry Creek Schools
 - Meeting Type: Phone Call
 - Description of Feedback: Vicki was supportive of the project. The Cherry Creek School District is interested in entering a joint use agreement to access overflow parking. High Line Swim Club will be fully operational and in need of additional parking during the summer months (Memorial to Labor Day), and the school needs additional parking at times during the school year for events such as graduation. See attachment “Letter of Support – Challenge School”.

Challenge School parking / overflow

6 messages

Lisi, Victoria A <vlisi@cherrycreekschools.org>
To: Joseph Skinner <joseph.m.skinner1@gmail.com>
Cc: Lydia Skinner <lydia.l.skinner@gmail.com>

Fri, Mar 19, 2021 at 10:13 AM

Hi Joseph,

Thank you for calling today to speak about your development project at 1090 S Dayton St, across from the Challenge School.

The Cherry Creek School District is interested in entering a joint use agreement with you to access overflow parking. Your Open Space project will be fully operational and in need of additional parking during the summer months (Memorial Day to Labor Day), and the school is in need of additional parking at times during the school year.

Please keep me posted about your project and let me know when you need the Joint Use Agreement initiated.

Thanks.

Vicky

Vicky Lisi

Director, Planning & Enrollment

Auxiliary Services Center

4850 S Yosemite St

Greenwood Village, CO 80111

Office: 720-554-4244

Cell: 720-584-1428

vlisi@cherrycreekschools.org

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-5-19) (Mandatory 7-19)

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: January 25, 2021

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. 1090 S. Dayton St, LLC and/or assigns (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other To be provided by the Byer.

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

2.3. Seller. Immanuel Mission Center Trust (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 Denver, Colorado:
**RANGE VIEW 4TH FLG TR-38 EXC BEG 6.91FT W OF SE COR TR-38 THW 268.7FT CV/R
23.54FT N 285FT E 2.05FT S 3DEG06MIN21 SEC E175.11FT S 94.63FT CV/L 38.13FT CV/L
249.89FT TO POB**

known as No. 1090 South Dayton St Denver CO 80247,
Street Address City State Zip

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

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

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

N/A

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except N/A. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

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

If any shall be included

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

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

If any shall be included

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

53 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4
54 and 2.7.5, will be transferred to Buyer at Closing:

55 If any shall be included
56
57

58 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
59 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
60 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
61 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
62 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
63 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
64 TBD.

65 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

66 If any shall be included
67
68

69 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
70 conveyed as part of the Purchase Price as follows:

71 If any shall be included
72
73

74 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of
75 the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

76 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
77 § 2.7.3 (Well Rights), § 2.7.4 (Water Stock Certificates), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to
78 Buyer by executing the applicable legal instrument at Closing.

79 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

80 N/A
81
82

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

84 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	5 Days Following MEC
		Title	
2	§ 8.1, 8.4	Record Title Deadline	15 Days Following MEC
3	§ 8.2, 8.4	Record Title Objection Deadline	110 Days Following MEC
4	§ 8.3	Off-Record Title Deadline	15 Days Following MEC
5	§ 8.3	Off-Record Title Objection Deadline	110 Days Following MEC
6	§ 8.5	Title Resolution Deadline	120 Days Following MEC
7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	
8	§ 7.2	Association Documents Deadline	15 Days Following MEC
9	§ 7.4	Association Documents Termination Deadline	120 Days Following MEC
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	15 Days Following MEC
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	30 Days Following MEC
13	§ 5.2	New Loan Termination Deadline	30 Days prior to Closing
14	§ 5.3	Buyer's Credit Information Deadline	N/A
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
16	§ 5.4	Existing Loan Deadline	N/A
17	§ 5.4	Existing Loan Termination Deadline	N/A

18	§ 5.4	Loan Transfer Approval Deadline	N/A
19	§ 4.7	Seller or Private Financing Deadline	N/A
		Appraisal	
20	§ 6.2	Appraisal Deadline	90 Days Following MEC
21	§ 6.2	Appraisal Objection Deadline	110 Days Following MEC
22	§ 6.2	Appraisal Resolution Deadline	120 Days Following MEC
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	30 Days Following MEC
24	§ 9.3	New ILC or New Survey Objection Deadline	110 Days Following MEC
25	§ 9.3	New ILC or New Survey Resolution Deadline	120 Days Following MEC
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	110 Days Following MEC
27	§ 10.3	Inspection Termination Deadline	120 Days Following MEC
28	§ 10.3	Inspection Resolution Deadline	120 Days Following MEC
29	§ 10.5	Property Insurance Termination Deadline	120 Days Following MEC
30	§ 10.6	Due Diligence Documents Delivery Deadline	15 Days Following MEC
31	§ 10.6	Due Diligence Documents Objection Deadline	110 Days Following MEC
32	§ 10.6	Due Diligence Documents Resolution Deadline	120 Days Following MEC
33	§ 10.6	Environmental Inspection Termination Deadline	120 Days Following MEC
34	§ 10.6	ADA Evaluation Termination Deadline	120 Days Following MEC
35	§ 10.7	Conditional Sale Deadline	N/A
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
37	§ 11.1,11.2	Estoppel Statements Deadline	N/A
38	§ 11.3	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
39	§ 12.3	Closing Date	30 Days Following Approval Period (Additional Provisions)
40	§ 17	Possession Date	at closing
41	§ 17	Possession Time	at closing
42	§ 28	Acceptance Deadline Date	Wednesday January 27, 2021
43	§ 28	Acceptance Deadline Time	5:00 PM MST

85 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline
86 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation “N/A”, or the word “Deleted,” such deadline
87 is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains
88 a selection of “None”, such provision means that “None” applies.

89 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

90 **4. PURCHASE PRICE AND TERMS.**

91 **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	\$ 645,000.00	
2	§ 4.3	Earnest Money		\$ 10,000.00
3	§ 4.5	New Loan		\$ TBD
4	§ 4.6	Assumption Balance		\$ TBD
5	§ 4.7	Private Financing		\$ TBD
6	§ 4.7	Seller Financing		\$ N/A
7				
8				
9	§ 4.4	Cash at Closing		\$ 635,000.00
10		TOTAL	\$ 645,000.00	\$ 645,000.00

92 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller
93 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender
94 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller

95 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any
96 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
97 elsewhere in this Contract.

98 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a wire transfer or check, will be
99 payable to and held by Land Title Guaratee Company, 3033 E. First Ave., Suite 600, Denver, CO 80206, Attn: Mindy Humphrey (Earnest Money Holder), in its trust account, on behalf of
100 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
101 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
102 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
103 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
104 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
105 Money Holder in this transaction will be transferred to such fund.

106 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
107 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

108 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the
109 return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in
110 § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller
111 agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form),
112 within three days of Seller’s receipt of such form.

113 **4.4. Form of Funds; Time of Payment; Available Funds.**

114 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
115 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
116 check, savings and loan teller’s check and cashier’s check (Good Funds).

117 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be
118 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing
119 **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract, **Does**
120 **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing
121 in § 4.1.

122 **4.5. New Loan.**

123 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable,
124 must timely pay Buyer’s loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

125 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
126 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional
127 Provisions).

128 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
129 **Conventional** **Other** 504B loan or other suitable loans.

130 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
131 set forth in § 4.1 (Price and Terms), presently payable at \$ _____ per _____ including principal and interest
132 presently at the rate of _____% per annum and also including escrow for the following as indicated: **Real Estate Taxes**
133 **Property Insurance Premium** and _____.

134 ~~Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will~~
135 ~~not exceed _____% per annum and the new payment will not exceed \$ _____ per _____ principal and~~
136 ~~interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which~~
137 ~~causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or~~
138 ~~provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.~~

139 ~~Seller **Will** **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release~~
140 ~~from liability will be evidenced by delivery on or before **Loan Transfer Approval Deadline** at **Closing** of an appropriate~~
141 ~~letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to~~
142 ~~exceed \$ _____.~~

143 **4.7. Seller or Private Financing.**

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

148 ~~**4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, **Buyer**~~
149 ~~**Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**~~
150 ~~**Private Financing Deadline**.~~

151 ~~**4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon~~
152 ~~Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and~~

153 compliance with the law. Seller has the Right to Terminate under § 25.1, on or before ~~Seller or Private Financing Deadline~~, if such
154 ~~Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.~~

155 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
156 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
157 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller**
158 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

159

TRANSACTION PROVISIONS

160 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

161 **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
162 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
163 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

164 **5.2. New Loan Review.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional
165 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its
166 availability, payments, interest rate, terms, conditions and cost. This condition is for the sole benefit of Buyer. Buyer has the Right
167 to Terminate under § 25.1, on or before **New Loan Termination Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's
168 sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised
169 Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT**
170 **TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE**
171 **NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

172 ~~**5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit~~
173 ~~of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective~~
174 ~~discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information~~
175 ~~and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents~~
176 ~~that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller~~
177 ~~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~~
178 ~~Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If~~
179 ~~Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to~~
180 ~~Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.~~

181 ~~**5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan~~
182 ~~documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,~~
183 ~~this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to~~
184 ~~Terminate under § 25.1, on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan~~
185 ~~documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is~~
186 ~~conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's~~
187 ~~approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right~~
188 ~~to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under~~
189 ~~such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.~~

190 **6. APPRAISAL PROVISIONS.**

191 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
192 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
193 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
194 valued at the Appraised Value.

195 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth
196 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

197 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
198 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
199 **Objection Deadline**, notwithstanding § 8.3 or § 13:

200 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
201 or

202 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
203 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

204 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
205 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
206 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
207 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

208 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
 209 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
 210 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's
 211 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
 212 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is
 213 waived in writing by Buyer.

214 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by **Buyer**
 215 **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
 216 agent or all three.

217 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and
 218 subject to the declaration (Association).

219 **7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON**
 220 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
 221 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
 222 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
 223 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
 224 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
 225 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
 226 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
 227 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
 228 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
 229 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
 230 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
 231 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
 232 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
 233 **ASSOCIATION.**

234 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
 235 at Seller's expense, on or before **Association Documents Deadline.** Seller authorizes the Association to provide the Association
 236 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
 237 of the Association Documents, regardless of who provides such documents.

238 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

239 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
 240 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
 241 C.R.S.;

242 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
 243 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
 244 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
 245 minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

246 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
 247 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
 248 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
 249 (Association Insurance Documents);

250 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
 251 disclosed in the Association's last Annual Disclosure;

252 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
 253 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
 254 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
 255 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the
 256 Association's community association manager or Association will charge in connection with the Closing including, but not limited
 257 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
 258 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
 259 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
 260 7.3.5, collectively, Financial Documents);

261 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
 262 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
 263 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2

264 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
265 elements or limited common elements of the Association property.

266 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
267 Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any
268 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
269 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
270 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
271 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
272 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
273 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
274 to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

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

276 **8.1. Evidence of Record Title.**

277 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company
278 to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer,
279 a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this
280 box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and
281 delivered to Buyer as soon as practicable at or after Closing.

282 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company
283 to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a
284 current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
285 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

286 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner's
287 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
288 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens,
289 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid
290 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be
291 paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** ^{N/A} _____.
292 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
293 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
294 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
295 § 8.5 (Right to Object to Title, Resolution).

296 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
297 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
298 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
299 Documents).

300 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
301 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
302 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
303 party or parties obligated to pay for the owner's title insurance policy.

304 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
305 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

306 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
307 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
308 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
309 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
310 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
311 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
312 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
313 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
314 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
315 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to
316 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence
317 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
318 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents
319 as satisfactory.

320 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
321 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without

322 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of
 323 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section
 324 excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to
 325 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line
 326 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether
 327 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's
 328 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
 329 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
 330 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant
 331 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title,
 332 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified
 333 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which
 334 Buyer has actual knowledge.

335 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
 336 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
 337 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**
 338 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
 339 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
 340 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
 341 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
 342 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
 343 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
 344 **RECORDER, OR THE COUNTY ASSESSOR.**

345 A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)
 346 must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such
 347 inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection**
 348 **Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the
 349 **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's
 350 inclusion in a special taxing district as unsatisfactory to Buyer.

351 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters
 352 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer
 353 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

354 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
 355 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
 356 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
 357 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
 358 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
 359 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4
 360 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days
 361 after Buyer's receipt of the applicable documents; or

362 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before
 363 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

364 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
 365 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right
 366 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the
 367 right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.
 368 Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this
 369 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

370 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
 371 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
 372 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
 373 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
 374 laws and governmental regulations concerning land use, development and environmental matters.

375 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
 376 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
 377 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
 378 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
 379 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**

380 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
381 **GAS OR WATER.**

382 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
383 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
384 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
385 **RECORDER.**

386 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
387 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
388 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
389 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

390 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
391 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
392 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
393 **AND GAS CONSERVATION COMMISSION.**

394 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
395 not covered by the owner’s title insurance policy.

396 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are
397 strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

398 **9. NEW ILC, NEW SURVEY.**

399 **9.1. New ILC or New Survey.** If the box is checked, a: 1) **New Improvement Location Certificate (New ILC);** or,
400 2) **New Survey** in the form of ATLA new survey only if required by lender or title company; is required and the following will apply:

401 **9.1.1. Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New Survey. The
402 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
403 after the date of this Contract.

404 **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
405 Closing, by: **Seller** **Buyer** or: New survey only if required by lender or title company
406

407
408 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
409 the opinion of title if an Abstract of Title) and Buyers Broker & Sellers Broker will receive a New ILC or New Survey on or before **New**
410 **ILC or New Survey Deadline.**

411 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor
412 to all those who are to receive the New ILC or New Survey.

413 **9.2. Buyer’s Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
414 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
415 **Survey Objection Deadline.** Buyer may, in Buyer’s sole subjective discretion, waive a New ILC or New Survey if done prior to
416 Seller incurring any cost for the same.

417 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the New ILC or New Survey. If the
418 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer’s sole subjective discretion, Buyer
419 may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

420 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

421 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
422 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

423 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
424 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
425 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New**
426 **Survey Resolution Deadline**, unless Seller receives Buyer’s written withdrawal of the New ILC or New Survey Objection before
427 such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

428

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

431 **10.1. Seller’s Property Disclosure.** On or before **Seller’s Property Disclosure Deadline**, Seller agrees to deliver to Buyer
432 the most current version of the applicable Colorado Real Estate Commission’s Seller’s Property Disclosure form completed by Seller
433 to Seller’s actual knowledge and current as of the date of this Contract.

434 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
 435 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
 436 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
 437 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
 438 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
 439 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

440 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
 441 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical
 442 condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,
 443 HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property
 444 (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any
 445 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the
 446 Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion,
 447 Buyer may:

448 **10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
 449 description of any unsatisfactory condition that Buyer requires Seller to correct; or

450 **10.3.2. Terminate.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1,
 451 that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of**
 452 **Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

453 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
 454 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
 455 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
 456 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

457 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
 458 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
 459 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
 460 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
 461 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
 462 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
 463 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
 464 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed
 465 pursuant to an Inspection Resolution.

466 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
 467 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
 468 **Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

469 **10.6. Due Diligence.**

470 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
 471 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents**
 472 **Delivery Deadline**:

473 **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
 474 **10.6.1.2.** Property tax bills for the last 2 years;
 475 **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,
 476 electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now
 477 available;
 478 **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
 479 **10.6.1.5.** Operating statements for the past 2 years;
 480 **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
 481 **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the
 482 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

483
 484
 485 **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet
 486 completed and capital improvement work either scheduled or in process on the date of this Contract;

487 **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made
 488 for the past 2 years;

489 **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
 490 earlier under § 8.3);

491 **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,
 492 letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or

493 other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's
494 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

495 10.6.1.12. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the
496 Property with said Act;

497 10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority
498 with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

499 10.6.1.14. Other documents and information:

500 All in Seller's possession

502 10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence
503 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,
504 Buyer may, on or before **Due Diligence Documents Objection Deadline**:

505 10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
506 or

507 10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any
508 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

509 10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by
510 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
511 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
512 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
513 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

514 10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
515 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
516 the Property, in Buyer's sole subjective discretion.

517 10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the
518 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
519 Phase I Environmental Site Assessment, Phase II Environmental Site Assessment (compliant with most current version
520 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
521 at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
522 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
523 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
524 tenants' business uses of the Property, if any.

525 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
526 **Inspection Termination Deadline** will be extended by 60 Days days (Extended Environmental Inspection
527 Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the
528 **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II
529 Environmental Site Assessment.

530 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the
531 Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
532 Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
533 subjective discretion.

534 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any
535 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

536 ~~10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property~~
537 ~~owned by Buyer and commonly known as _____ Buyer has the Right~~
538 ~~to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before Conditional Sale Deadline if~~
539 ~~such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's~~
540 ~~Notice to Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this provision.~~

541 10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer Does Does Not
542 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
543 the Property. There is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.

544 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
545 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
546 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

547 10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned
548 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
549 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
550 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
551 or delayed.

552 **11. ESTOPPEL STATEMENTS.**

553 ~~11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must~~
554 ~~request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline,~~
555 ~~statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)~~
556 ~~attached to a copy of the Lease stating:~~

- 557 ~~11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;~~
- 558 ~~11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or~~
559 ~~amendments;~~
- 560 ~~11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~
- 561 ~~11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;~~
- 562 ~~11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and~~
- 563 ~~11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease~~
564 ~~demising the premises it describes.~~

565 ~~11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed~~
566 ~~Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents~~
567 ~~required §11.1 above and deliver the same to Buyer on or before Estoppel Statements Deadline.~~

568 ~~11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 25.1, on or before Estoppel~~
569 ~~Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if~~
570 ~~Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to~~
571 ~~waive any unsatisfactory Estoppel Statement.~~

572

CLOSING PROVISIONS

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

574 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
575 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
576 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
577 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
578 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
579 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

580 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
581 this Contract.

582 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
583 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
584 Buyer and Seller.

585 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
586 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

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

589 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's
590 deed N/A deed. Seller, provided another deed is not selected, must execute and deliver a good
591 and sufficient special warranty deed to Buyer, at Closing.

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

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

598 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

599 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
600 to be paid at Closing, except as otherwise provided herein.

601 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by Buyer Seller
602 One-Half by Buyer and One-Half by Seller Other N/A.

603 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly
 604 request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter
 605 must be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller. Any Record Change Fee must
 606 be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller.

607 **15.4. Local Transfer Tax.** The Local Transfer Tax of per government % of the Purchase Price must be paid at Closing by
 608 None Buyer Seller One-Half by Buyer and One-Half by Seller.

609 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
 610 as community association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller
 611 One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):
 612 N/A in the total amount of N/A % of the Purchase Price or \$ If any.

613 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
 614 \$ per water department for:

615 Water Stock/Certificates Water District
 616 Augmentation Membership Small Domestic Water Company _____

617 and must be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller.

618 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
 619 None Buyer Seller One-Half by Buyer and One-Half by Seller.

620 **15.8. FIRPTA and Colorado Withholding.**

621 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
 622 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
 623 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller **IS** a foreign
 624 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
 625 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
 626 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
 627 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
 628 if an exemption exists.

629 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
 630 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
 631 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
 632 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
 633 tax advisor to determine if withholding applies or if an exemption exists.

634 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the **Closing Date**, except as
 635 otherwise provided:

636 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the
 637 year of Closing, based on **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy and Most**
 638 **Recent Assessed Valuation**, **Other** N/A.

639 **16.2. Rents.** Rents based on **Rents Actually Received** **Accrued**. At Closing, Seller will transfer or credit to Buyer
 640 the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer
 641 and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's
 642 obligations under such Leases.

643 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
 644 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
 645 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
 646 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
 647 assessment assessed prior to **Closing Date** by the Association will be the obligation of **Buyer** **Seller**. Except however, any
 648 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
 649 assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments
 650 against the Property except the current regular assessments and N/A. Association Assessments
 651 are subject to change as provided in the Governing Documents.

652 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

653 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

654 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the
 655 Leases as set forth in § 10.6.1.7.

656 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
 657 to Buyer for payment of \$ \$100.00 per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and
 658 **Possession Time** until possession is delivered.

659

GENERAL PROVISIONS**18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

661 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time
662 (Standard or Daylight Savings, as applicable).

663 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after MEC), when the
664 ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or
665 federal or Colorado state holiday (Holiday), such deadline **Will** **Will Not** be extended to the next day that is not a Saturday,
666 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. 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.

670 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
671 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
672 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
673 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or
674 before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to
675 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
676 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
677 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
678 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
679 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
680 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
681 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
682 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

683 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
684 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
685 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
686 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
687 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
688 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
689 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the
690 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
691 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
692 Closing.

693 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
694 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
695 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
696 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
697 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
698 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

699 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
700 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19.5. Home Warranty. [Intentionally Deleted]

702 **19.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
703 by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for
704 the growing crops.

705 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
706 the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title
707 and consultation with legal and tax or other counsel before signing this Contract.

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

712 **21.1. If Buyer is in Default:**

713 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
714 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
715 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
716 treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

717 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may
718 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
719 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and
720 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for
721 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
722 additional damages.

723 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
724 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat
725 this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

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

729 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
730 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
731 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
732 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
733 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
734 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
735 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a
736 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
737 Section will not alter any date in this Contract, unless otherwise agreed.

738 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
739 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
740 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
741 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
742 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
743 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
744 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
745 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
746 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
747 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
748 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

749 **25. TERMINATION.**

750 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
751 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
752 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
753 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
754 and waives the Right to Terminate under such provision.

755 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned
756 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

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

763 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**

764 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
765 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices

766 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
767 received by the party, not Broker or Brokerage Firm).

768 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or
769 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
770 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)
771 at the electronic address of the recipient by facsimile, email or N/A.

772 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
773 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
774 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

775 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
776 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
777 located in Colorado.

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

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

787 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

788 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
789 Commission.)

790 Please see the attached Exhibit 1 - Additional Provisions

791
792
793 Prevision Retail, LLC shall be paid 3.0% of the final agreed to purchase price at closing by the
794 Seller.

795 **31. OTHER DOCUMENTS.**

796 **31.1.** The following documents **are a part** of this Contract:

797 Exhibit 1 - Additional Provisions
798

800 **31.2.** The following documents have been provided but are **not** a part of this Contract:

801 None
802
803

804 **SIGNATURES**

805 Buyer's Name: 1090 S. Dayton St, LLC and/or assigns

Buyer's Name: N/A

DocuSigned by:

Joseph Skinner

1/27/2021

9AF2459CA55C4AC...
Buyer's Signature

Date

Buyer's Signature

Date

Address: 715 Glencoe Street

Address: N/A

Denver, CO 80246

N/A

Phone No.: 251.232.1604

Phone No.: N/A

Fax No.: N/A

Fax No.: N/A

Email Address: joseph.m.skinner1@gmail.com

Email Address: N/A

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

Seller's Name: Immanuel Mission Center Trust

Seller's Name: Authorized by Ken Joo

DocuSigned by: Ken Joo 1/27/2021
Seller's Signature Date

DocuSigned by: Ken Joo 1/27/2021
Seller's Signature Date

Address: 21187 E. Layton Ln. Aurora, CO 80015
Phone No.: 720.982.6176
Fax No.: N/A
Email Address: kenjoo67@gmail.com

Address: 21187 E. Layton Ln. Aurora, CO 80015
Phone No.: 720.982.6176
Fax No.: N/A
Email Address: kenjoo67@gmail.com

807

808

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker [] Does [x] Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a [] Buyer's Agent [x] Transaction-Broker in this transaction. [] This is a Change of Status.

[] Customer. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by [] Listing Brokerage Firm [] Buyer [x] Other Seller

Brokerage Firm's Name: Precision Retail, LLC
Brokerage Firm's License #: IC 100036848
Broker's Name: Wes Stites
Broker's License #: IR 100008487

DocuSigned by: Wes Stites 1/25/2021
Broker's Signature Date

Address: 9249 S. Broadway #200-378 Highlands Ranch, CO 80129
Phone No.: 303.942.1677
Fax No.:
Email Address: wes@precisionretail.net

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker [] Does [x] Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written

mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** in this transaction. This is a **Change of Status**.

Customer. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

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

Brokerage Firm's Name:	Madison & Company Properties, LLC	
Brokerage Firm's License #:	EC 100025694	
Broker's Name:	Pam Pulley-Case	
Broker's License #:	EA 001325255	DocuSigned by:
	<i>Pam Pulley-Case</i>	1/25/2021
	<small>92A1DBAF685247F...</small>	
	Broker's Signature	Date

Address:	1221 S. Clarkson Street Suite 400
	Denver, CO 80210
Phone No.:	303.717.6108
Fax No.:	
Email Address:	ppulleycase@comcast.net

809

Exhibit 1

ADDITIONAL PROVISIONS

Contract Date: January 22, 2020

Property: 1090 S. Dayton Street in Denver, CO 80247

Buyer: 1090 S. Dayton St, LLC and/or assigns

Seller: Immanuel Mission Center Trust

ADDITIONAL PROVISIONS:

Approval Period: The Buyer shall have up to one hundred eighty (180) days following the expiration of the Inspection Resolution Deadline and Due Diligence Resolution Deadline ("Approval Period") to generate plans and receive all governmental and non-governmental approvals to modify the building for Buyer's intended use. Landlord shall have the right to market the Property to prospective tenants or buyers and to solicit back-up offers on the Property during the Approval Period.

Option to Extend Approval Period: Buyer may extend the Approval Period for up to four (4) thirty (30) day periods with the deposit to the Title Company prior to the end of a given Approval Period of Two Thousand Five Hundred Dollars (\$2,500.00) in additional Earnest Money ("Extension Earnest Money Deposit") for each such extension. The Extension Earnest Money Deposit(s) shall be non-refundable to Buyer (except in the event of a Seller default under this Contract), but shall be applicable to and credited against the Purchase Price.

Closing: Closing shall occur on or before thirty (30) days after the expiration of the Approval Period. Notwithstanding the foregoing, Purchaser, upon at least ten (10) days' notice to Seller, may elect to close early, in which case the closing date shall be the date specified in Purchaser's notice.

Earnest Money Deposit: Buyer shall deposit with Land Title Guarantee Company, 3033 E. First Ave., Suite 600, Denver, CO 80206, Attn: Mindy Humphrey, Ph: 303.331.6274 Email: mhumphrey@ltgc.com (the "Escrow Agent" or "Title Company"), an amount equal to \$10,000.00 within five (5) days of a

mutually executed Contract. Buyer shall have the right to terminate the Contract for any reason during the Inspection and Due Diligence Periods. If Buyer elects to terminate during the Inspection and Due Diligence Periods the Earnest Money Deposit shall be fully refundable. Buyer shall have the right to terminate this Contract at any time during the Approval Period, as the same may be extended, if the governmental and non-governmental approvals are not obtained in form and substance satisfactory to Buyer, in Buyer's sole discretion, and upon any such termination the Earnest Money Deposit shall be fully refundable, with the exception that the Extension Earnest Money Deposit(s) shall be non-refundable except in the event of a Seller default.

Said Earnest Money Deposit shall become non-refundable upon the expiration of the Approval Period if Buyer has not terminated this Contract as provided herein.

Property Access:

Upon the mutual execution of a Purchase and Sale Agreement, Buyer and Buyer's consultants shall be granted the right to access the property in order to conduct one or more investigations of the condition of the property. Said investigation may include, but are not limited to, the structural, mechanical, electrical, soils, and environmental (above and below ground) aspects of the property.

Seller's Representations:

Seller represents to Buyer that: (a) Seller is not aware of any adverse conditions of or relating to the Property or any structures located on the Property; (b) Seller will not do anything or take any action prior to Closing to change or modify zoning or use restrictions on the Property; (c) Seller will maintain the Property in its current condition; (d) Seller will comply with all laws and regulations concerning the use and ownership of the Property; and (e) Seller agrees to cooperate with Buyer in Buyer's efforts to obtain governmental approvals for the Property and provide such documentation as may be reasonably required in connection with such approval process.

Buyer: 1090 S. Dayton St, LLC and/or assigns

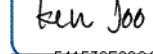
DocuSigned by:
Joseph Skinner
9AF2450CA65C4AC...

Buyer's Signature

1/27/2021

Date


~~Seller:~~ **Seller:** ~~Ken Joo~~ **Manuel Mission Center Trust**


F41F76E09CA34B7...
Seller's Signature

1/27/2021

Date

~~Seller:~~ **Seller:** ~~Ken Joo~~ **Authorized by Ken Joo**


F41F76E09CA34B7...
Seller's Signature

1/27/2021

Date

TRUST AGREEMENT FOR THE
IMMANUEL MISSION CENTER TRUST

THIS AGREEMENT OF TRUST is made and entered into effective this 13th day of July, 2009 by and between IMMANUEL MISSION CHURCH (hereinafter referred to as the "Settlor"), and the Board of Trustees of the Immanuel Mission Center Trust as trustee and any duly appointed successors (hereinafter referred to collectively as the "Trustees").

BONG JONG JOO AND SARAH JOO (hereinafter referred to as the "Donors") did by deed thereby irrevocably assign, convey, transfer and deliver to the Trustees title to the property described in Schedule A, attached hereto and incorporated by this reference. This property, together with any additions acceptable to the Trustees, made by Settlor or any other person, in any manner, shall constitute and is hereafter referred to as the "trust estate".

ARTICLE I

Name of Trust

This Trust shall be known as the IMMANUEL MISSION CENTER TRUST.

ARTICLE II

Declaration of Purpose of Trust Concerning Family

Settlor has created this trust, pursuant to the terms of the Memorandum of Gift of Real Estate to Trust, executed by Donors, for purposes of managing the land being donated for the construction of a church and other facilities consistent with religious mission of the Immanuel Mission Church (Church"). The trust shall be an integrated auxiliary of the Church and use the

federal taxpayer identification number of the Church for all purposes. Donors have waived the requirement of paragraph 4 of the Memorandum of Gift of Real Estate to Trust.

ARTICLE III

No Power to Alter, Amend or Revoke

This trust agreement is irrevocable. Donors and Settlor shall not have the right at any time or times to amend, alter or revoke this Trust, in whole or in part, or any provision hereof.

ARTICLE IV

Use of Trust Estate

The trust estate shall be used exclusively for the construction of a church and related facilities. The Trustees shall have no responsibilities with respect to such facilities, including payment of any mortgage payment, insurance premiums and taxes. The Trustees shall not be liable for any loss, damage or other deterioration to such property.

ARTICLE V

Trustee

A. The trustee of the trust shall be a Board of Trustees. The Board of Trustees shall initially consist of Bong Jong Joo, Sarah Joo and Ken Joo as Pastor of the Immanuel Mission Church. The Board of Trustees shall consist of not less than three, and not more than five, members. The Board of Trustees shall be made up as follows:

1. Two members of the Joo family;
2. The Pastor of the Church; and
3. Up to two members appointed by the Board of Elders of the Church (Appointees must be members of the Church.).

ARTICLE VI
Administration of Trust

A. The trust shall be administered consistent with the terms herein, federal law and the laws of the State of Colorado, free of judicial intervention and without order, approval, or other action of any court.

B. Decisions of the Board of Trustees shall be made majority vote of the appointed board members.

C. A Member of the Board of Trustees shall serve until he or she resigns or is replaced by vote of the Board of Elders of the Immanuel Mission Church.

D. Except as may otherwise be provided herein, in administering the trust, the Trustees may exercise all powers related to the management of real estate, including entering separate agreements with the Immanuel Mission Church for the use of the property or selling the donated property if it is the best interest of the Immanuel Mission Church.

E. The Trustees may also exercise all the powers in the Colorado Fiduciaries' Powers Act, as amended after the execution hereof.

ARTICLE VII
Compensation of Trustees

Members of the Board of Trustees shall serve without compensation.

ARTICLE VIII
General Provisions

Unless otherwise specifically provided elsewhere herein, the following general provisions shall govern this Trust Agreement:

A. At the discretion of the Board of Trustees, this trust may be terminated and its assets conveyed to the Immanuel Mission Church.

B. In the event that the Immanuel Mission Church ceases to exist this trust shall terminate and the assets of the trust shall be distributed in the same manner as provided in the Articles and/or Bylaws of the Immanuel Mission Church, provided that the assets of the trust will be distributed to one or more organizations that are tax exempt organizations within the meaning of § 501(c)(3) of the Internal Revenue Code, as amended, or a local government for a related public purpose. Any such assets not so disposed of shall be disposed of by the District Court for the County in which the principal office of the trust is then located exclusively for such charitable purposes or to such organizations as the District Court shall determine which are organized and operated exclusively for such charitable purposes.

C. Questions of construction and administration of any trust shall be determined by the laws of the situs of administration of such trust.

D. The Article titles used herein are for reference only and shall have no significance in the interpretation of this Trust Agreement.

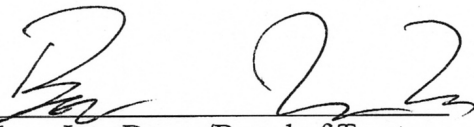
SIGNED by the Settlor, Donors and the Trustees effective as of the date and year first above written.



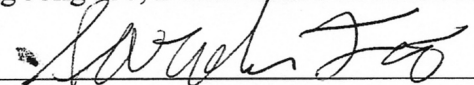
Ken Joo, Pastor/Settlor



Ken Joo, Pastor/Board of Trustees



Bong Jong Joo, Donor/Board of Trustees



Sarah Joo, Donor/Board of Trustees

Schedule A

All the real property, together with all improvements, if any, situate, lying and being in the City and County of Denver, State of Colorado, described as follows:

TRACT 38, RANGE VIEW, FOURTH FILING, EXCEPT THAT PORTION
CONVEYED TO THE CITY OF AURORA BY WARRANTY DEED
RECORDED JUNE 22, 1993 AT RECEPTION NO. 93-00079834,
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Also known by street and number as: 1000 South Dayton Street, Denver
Colorado 80231-1902.

To Whom It May Concern:

My name is Sam Joo and I along with my mother, Sarah Joo are board members on the Immanuel Mission Trust. Both of us authorize of Ken Joo (brother to me and son to Sarah Joo) to submit the rezoning application for the land located at 1090 S. Dayton St., Denver 80247. Please feel free to contact me at 303-990-0213.

Thank you,

A handwritten signature in black ink, appearing to be 'Sam Joo', with a long horizontal stroke extending to the right.

Sam Joo

Sarah Joo

A handwritten signature in black ink, appearing to be 'Sarah Joo', written in a cursive style.

Immanuel Mission Trust

21187 E. Layton Lane
Aurora, CO 80015

July 26, 2021

To Whom It May Concern:

We as the trustees of Immanuel Mission Trust give Joseph Skinner the authority and permission to represent us in submitting the application for rezoning of property located on 1090 S. Dayton St., Denver 80247. Should you have any questions in this matter, please feel free to contact Ken Joo at 720-982-6176.

Sincerely,

Ken and Sarah Joo

A large, stylized handwritten signature in black ink, likely belonging to Ken Joo, consisting of several loops and a long horizontal stroke.A smaller, more legible handwritten signature in black ink, likely belonging to Sarah Joo, written in a cursive style.