



Shay Realty, Inc.
 33998 County Road AA Wray, CO 80758
 Reese W. Shay reese@shayrealty.com
 Ph: 970-630-5006 Cell

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.(CBS4-8-13) (Mandatory 1-14)

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: 3/2/2015

AGREEMENT

1. AGREEMENT. Buyer, identified in § 2.1, agrees to buy, and Seller, identified in § 2.3, 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. Buyer, **TRACT 1, 2 & 3 BUYER**, will take title to the Property described below as
 Joint Tenants **Tenants In Common** **Other**
n/a

2.2. Assignability and Inurement. This Contract **Is** **Is Not** assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract inures to the benefit of and is binding upon the heirs, personal representatives, successors and assigns of the parties.

2.3. Seller. Seller, **Peterson Investments-Frisco, LLC**, 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 Yuma, Colorado:
TOWNSHIP 4 SOUTH, RANGE 43 WEST OF THE 6TH P.M.
SECTION 1: Lots 3 & 4 and S/2NW/4 EXCEPT a R.O.W. 10 feet wide lying from 30 feet to 40 feet south of the north line of the NW/4 for the entire distance along the quarter section (containing 0.6 acres M/L)

TOWNSHIP 4 SOUTH, RANGE 46 WEST OF THE 6TH P.M.
SECTION 10: S/2
 known as No. n/a AUCTION TRACTS 1, 2 & 3 n/a CO n/a,
 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. Fixtures. All fixtures attached to the Property on the date of this Contract.

Other Fixtures: n/a
 If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase Price.

2.5.2. Personal Property. If on the Property, whether attached or not, on the date of this Contract, the following items are included:
Irrigation sprinkler, electric motor, pump, control panels, and all other related equipment owned by Seller

Other Personal Property:
n/a

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

2.5.3. Trade Fixtures: With respect to trade fixtures, Seller and Buyer agree as follows:
n/a
 The Trade Fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes

Buyer(s) Initials _____ Seller(s) Initials _____

(except personal property taxes for the year of Closing), liens and encumbrances, except

n/a

Conveyance will be by bill of sale or other applicable legal instrument.

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

polly chemigation tank owned by tenant.

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

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

all of record

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

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

n/a

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

18864-FP

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

n/a

2.7.5. Water and Sewer Taps. Note: Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

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

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

Buyer shall take Seller's position in the 50/50 farming lease on the growing wheat crop.

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline	
1	§ 4.3	Alternative Earnest Money Deadline	<u>n/a</u>	
		Title		
2	§ 8.1	Record Title Deadline	<u>3/11/2015</u>	<u>Wednesday</u>
3	§ 8.2	Record Title Objection Deadline	<u>3/11/2015</u>	<u>Wednesday</u>
4	§ 8.3	Off-Record Title Deadline	<u>3/11/2015</u>	<u>Wednesday</u>
5	§ 8.3	Off-Record Title Objection Deadline	<u>3/11/2015</u>	<u>Wednesday</u>
6	§ 8.4	Title Resolution Deadline	<u>3/11/2015</u>	<u>Wednesday</u>
7	§ 8.6	Right of First Refusal Deadline	<u>n/a</u>	
		Owners' Association		
8	§ 7.3	Association Documents Deadline	<u>n/a</u>	
9	§ 7.4	Association Documents Objection Deadline	<u>n/a</u>	
		Seller's Property Disclosure		
10	§ 10.1	Seller's Property Disclosure Deadline	<u>n/a</u>	
		Loan and Credit		
11	§ 5.1	Loan Application Deadline	<u>n/a</u>	
12	§ 5.2	Loan Objection Deadline	<u>n/a</u>	
13	§ 5.3	Buyer's Credit Information Deadline	<u>n/a</u>	
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	<u>n/a</u>	
15	§ 5.4	Existing Loan Documents Deadline	<u>n/a</u>	
16	§ 5.4	Existing Loan Documents Objection Deadline	<u>n/a</u>	
17	§ 5.4	Loan Transfer Approval Deadline	<u>n/a</u>	
18	§ 4.7	Seller or Private Financing Deadline	<u>n/a</u>	

Buyer(s) Initials _____ Seller(s) Initials _____

167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248

		Appraisal		
19	§ 6.2	Appraisal Deadline	n/a	
20	§ 6.2	Appraisal Objection Deadline	n/a	
		Survey		
21	§ 9.1	Current Survey Deadline	n/a	
22	§ 9.2	Current Survey Objection Deadline	n/a	
23	§ 9.2	Current Survey Resolution Deadline		
		Inspection and Due Diligence		
24	§ 10.2	Inspection Objection Deadline	3/11/2015	Wednesday
25	§ 10.3	Inspection Resolution Deadline	3/11/2015	Wednesday
26	§ 10.5	Property Insurance Objection Deadline	3/11/2015	Wednesday
27	§ 10.6	Due Diligence Documents Delivery Deadline	3/11/2015	Wednesday
28	§ 10.6	Due Diligence Documents Objection Deadline	3/11/2015	Wednesday
29	§ 10.6	Due Diligence Documents Resolution Deadline	3/11/2015	Wednesday
30	§ 10.6	Environmental Inspection Objection Deadline	03/11/2015	Wednesday
31	§ 10.6	ADA Evaluation Objection Deadline	n/a	
32	§ 10.7	Conditional Sale Deadline		
33	§ 11.1	Tenant Estoppel Statements Deadline	n/a	
34	§ 11.2	Tenant Estoppel Statements Objection Deadline		
		Closing and Possession		
35	§ 12.3	Closing Date	4/8/2015	Wednesday
36	§ 17	Possession Date	on day of closing	
37	§ 17	Possession Time	n/a	
38	§ 28	Acceptance Deadline Date	3/11/2015	Wednesday
39	§ 28	Acceptance Deadline Time	n/a	
40	n/a	n/a	n/a	
41	n/a	n/a	n/a	

3.1. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted.

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

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price		
2	§ 4.3	Earnest Money		
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7	n/a	n/a		
8	n/a	n/a		
9	§ 4.4	Cash at Closing		\$0.00
10		TOTAL	\$0.00	\$0.00

4.2. Seller Concession. Seller, at Closing, will credit, as directed by Buyer, an amount of \$ n/a to assist with any or all of the following: Buyer's closing costs, (Seller Concession). Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract. Seller Concession will be reduced to the extent it exceeds the aggregate of what is allowed by Buyer's lender as set forth in the Closing Statement, Closing Disclosure or HUD-1, at Closing.

Buyer(s) Initials _____ Seller(s) Initials _____

249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of personal or company check, will be payable to and held by Shay Realty, Inc. (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** (§ 3) for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline** (§ 3).

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

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

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

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

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

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

TRANSACTION PROVISIONS

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

5.3. Credit Information and Buyer's New Senior Loan. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Lender Property Requirements. If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the Requirements, based on any unsatisfactory Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.1 does not apply if, on or before any termination by Seller pursuant to this § 6.1: (1) the parties enter into a written agreement regarding the Requirements; or (2) the Requirements have been completed; or (3) the satisfaction of the Requirements is waived in writing by Buyer.

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

~~**6.2.1. Conventional/Other.** Buyer has the sole option and election to terminate this Contract if the Property's valuation, determined by an appraiser engaged on behalf of n/a is less than the Purchase Price. The appraisal must be received by Buyer or Buyer's lender on or before **Appraisal Deadline** (§ 3). Buyer has the Right to Terminate under § 25.1, on or before **Appraisal Objection Deadline** (§ 3), if the Property's valuation is less than the Purchase Price and Seller's receipt of either a copy of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price. This § 6.2.1 is for the sole benefit of Buyer.~~

6.3. Cost of Appraisal. Cost of any appraisal to be obtained after the date of this Contract must be timely paid by Buyer Seller. The cost of the appraisal may include any and all fees paid to the appraiser,

appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within a Common Interest Community and subject to such declaration.

~~7.1. Owners' Association Documents. Owners' Association Documents (Association Documents) consist of the following:~~

~~7.1.1. All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements;~~

~~7.1.2. Minutes of most recent annual owners' meeting;~~

~~7.1.3. Minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.1.1, 7.1.2 and 7.1.3, collectively, Governing Documents); and~~

~~7.1.4. The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents);~~

~~7.2. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.~~

7.3. Association Documents to Buyer.

7.3.1. Seller to Provide Association Documents. Seller will cause the Association Documents to be provided to Buyer, at Seller's expense, on or before **Association Documents Deadline** (§ 3).

7.3.2. Seller Authorizes Association. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense.

~~7.3.3. Seller's Obligation. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.~~

~~Note: If neither box in this § 7.3 is checked, the provisions of § 7.3.1 apply.~~

~~7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline** (§ 3), based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline** (§ 3), Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date** (§ 3), Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6: (Right of First Refusal or Contract Approval).~~

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

8.1. Evidence of Record Title.

8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline** (§ 3), Seller must furnish to Buyer, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline** (§ 3), Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title

Commitment), in an amount equal to the Purchase Price.
If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment Will Will Not commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing (OEC). If the title insurance company agrees to provide an endorsement for OEC, any additional premium expense to obtain an endorsement for OEC will be paid by Buyer Seller One-Half by Buyer and One-Half by Seller Other n/a.

Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions.

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

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline** (§ 3), copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline** (§ 3).

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents, as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline** (§ 3). Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer, on or before the **Record Title Deadline** (§ 3), or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off—Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline** (§ 3), true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline** (§ 3). If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline** (§ 3), Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

8.4. Right to Object to Title, Resolution. Buyer's right to object to any title matters includes, but is not limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.4.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline** (§ 3), this Contract will terminate on the expiration of **Title Resolution Deadline** (§ 3), unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate

580 **Survey Objection Deadline** (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or
581 before **Current Survey Resolution Deadline** (§ 3), this Contract will terminate on the **Current Survey**
582 **Resolution Deadline** (§ 3), unless Seller receives Buyer's written withdrawal of the Current Survey Objection
583 before such termination, i.e., on or before expiration of **Current Survey Resolution Deadline** (§ 3).
584
585

586 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**
587

588
589
590 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND**
591 **SOURCE OF WATER.**

592 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline** (§ 3), Seller
593 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's
594 Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.
595

596 **10.2. Inspection Objection.** Unless otherwise provided in this Contract, Buyer acknowledges that Seller
597 is conveying the Property to Buyer in an "as is" condition, "where is" and "with all faults." Colorado law requires
598 that Seller disclose to Buyer any latent defects actually known by Seller. Disclosure of latent defects must be in
599 writing. Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or
600 both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property,
601 including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and
602 other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property
603 (including utilities and communication services), systems and components of the Property (e.g., heating and
604 plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity,
605 odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is
606 unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Inspection Objection Deadline** (§
607 3):
608
609

610 **10.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
611

612 **10.2.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical
613 condition that Buyer requires Seller to correct.
614

615 **10.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection**
616 **Objection Deadline** (§ 3) and if Buyer and Seller have not agreed in writing to a settlement thereof on or before
617 **Inspection Resolution Deadline** (§ 3), this Contract will terminate on **Inspection Resolution Deadline** (§ 3)
618 unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or
619 before expiration of **Inspection Resolution Deadline** (§ 3).
620

621 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other
622 written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering
623 reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the
624 Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the
625 Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from
626 and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or
627 lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
628 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees,
629 legal fees and expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does
630 not apply to items performed pursuant to an Inspection Resolution.
631

632 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of
633 and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or
634 before **Property Insurance Objection Deadline** (§ 3), based on any unsatisfactory provision of the Property
635 Insurance, in Buyer's sole subjective discretion.
636

637 **10.6. Due Diligence.**

638 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver
639 copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer
640 on or before **Due Diligence Documents Delivery Deadline**(§ 3):
641

642 **10.6.1.1.** All contracts relating to the operation, maintenance and management of the
643 Property;

644 **10.6.1.2.** Property tax bills for the last ___ years;

645 **10.6.1.3.** As-built construction plans to the Property and the tenant improvements,
646 including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent
647 Certificates of Occupancy, to the extent now available;

648 **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;

649 **10.6.1.5.** Operating statements for the past ___ years;

650 **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;

651 **10.6.1.7.** All current leases, including any amendments or other occupancy agreements,
652 pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive
653
654
655
656
657
658
659
660
661

662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745

Closing are as follows (Leases):

n/a

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

10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made for the past n/a years;

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

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

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

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

10.6.1.14. Other documents and information:

n/a

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective discretion, Buyer, may, on or before **Due Diligence Documents Objection Deadline** (§ 3):

10.6.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or
10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline** (§ 3), this Contract will terminate on **Due Diligence Documents Resolution Deadline** (§ 3) unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline** (§ 3).

10.6.4. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline** (§ 3), based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide **Phase I Environmental Site Assessment**, **Phase II Environmental Site Assessment** (compliant with ASTM E1527-05 standard practices for Environmental Site Assessments) and/or n/a, at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Objection Deadline** (§ 3) will be extended by __days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date** (§ 3), the **Closing Date** (§ 3) will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline** (§ 3), or if applicable the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline** (§ 3), based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as n/a. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** (§ 3) if such property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale**

746 **Deadline** (§ 3), Buyer waives any Right to Terminate under this provision.

747 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer
748 **Does** **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of
749 Water Addendum disclosing the source of potable water for the Property. Buyer **Does** **Does Not**
750 acknowledge receipt of a copy of the current well permit. There is **No Well**.

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

754 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of
755 the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or
756 rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter,
757 modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without
758 the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

764 **11. TENANT ESTOPPEL STATEMENTS:**

765 ~~**11.1. Tenant Estoppel Statements Conditions.** Buyer has the right to review and object to any~~
766 ~~Estoppel Statements. Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements**~~
767 ~~**Deadline** (§ 3), statements in a form and substance reasonably acceptable to Buyer, from each occupant or~~
768 ~~tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:~~

769 ~~**11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;~~

770 ~~**11.1.2.** That said Lease is in full force and effect and that there have been no subsequent~~
771 ~~modifications or amendments;~~

772 ~~**11.1.3.** The amount of any advance rentals paid, rent concessions given, and deposits paid to~~
773 ~~Seller;~~

774 ~~**11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;~~

775 ~~**11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and~~

776 ~~**11.1.6.** That the Lease to which the Estoppel is attached is a true, correct and complete copy of~~
777 ~~the Lease demising the premises it describes.~~

778 ~~**11.2. Tenant Estoppel Statements Objection.** Buyer has the Right to Terminate under § 25.1, on or~~
779 ~~before **Tenant Estoppel Statements Objection Deadline** (§ 3), based on any unsatisfactory Estoppel~~
780 ~~Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before~~
781 ~~**Tenant Estoppel Statements Deadline** (§ 3). Buyer also has the unilateral right to waive any unsatisfactory~~
782 ~~Estoppel Statement.~~

791 **CLOSING PROVISIONS**

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

793 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing
794 Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and
795 Seller and their designees. If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges
796 Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and
797 financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information and
798 documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will
799 sign and complete all customary or reasonably required documents at or before Closing.

800 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions **Are** **Are Not**
801 executed with this Contract.

802 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the
803 date specified as the **Closing Date** (§ 3) or by mutual agreement at an earlier date. The hour and place of Closing
804 will be as designated by Shay Realty, Inc.

805 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of
806 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title
807 companies).

808 **13. TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by
809 Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient
810 warranty deed to Buyer, at Closing, conveying the Property free and clear of all taxes except
811 the general taxes for the year of Closing. Except as provided herein, title will be conveyed free and clear of all
812 liens, including any governmental liens for special improvements installed as of the date of Buyer's signature
813 hereon, whether assessed or not. Title will be conveyed subject to:

814 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the
815 Title Documents accepted by Buyer in accordance with **Record Title** (§ 8.2),

816 **13.2.** Distribution utility easements (including cable TV),

830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912

13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title** (§ 8.3) and **Current Survey Review** (§ 9),

13.4. Inclusion of the Property within any special taxing district,

13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, and

13.6. Other n/a.

14. **PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before Closing from the proceeds of this transaction or from any other source.

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

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

15.2. **Closing Services Fee.** The fee for real estate closing services must be paid at Closing by

Buyer Seller **One-Half by Buyer and One-Half by Seller**

Other n/a.

15.3. **Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of assessments (Status Letter) must be paid by Buyer Seller **One-Half by Buyer and One-Half by Seller** **None**. Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees, regardless of name or title of such fee (Association's Record Change Fee) must be paid by Buyer Seller **One-Half by Buyer and One-Half by Seller** **None**.

15.4. **Local Transfer Tax.** **The Local Transfer Tax** of n/a % of the Purchase Price must be paid at Closing by Buyer Seller **One-Half by Buyer and One-Half by Seller**. **None**.

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

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

Water Stock/Certificates Water District

Augmentation Membership Small Domestic Water Company n/a and must be paid at Closing by Buyer Seller **One-Half by Buyer and One-Half by Seller** **None**.

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

16. **PRORATIONS.** The following will be prorated to the **Closing Date** (§ 3), except as otherwise provided:

16.1. **Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy and Most Recent Assessed Valuation**, or **Other** Seller shall pay 2014 & prior year's property taxes and Buyer shall be responsible for all of the 2015 property taxes.

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

16.3. ~~**Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to Closing Date (§ 3) by the Association will be the obligation of Buyer Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association Assessments are currently payable at approximately \$ n/a per n/a and that there are no unpaid regular or special assessments against the Property except the current regular assessments and n/a. Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before Closing Date (§ 3) a current Status Letter.~~

16.4. **Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and n/a.

913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996

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

17. **POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** (§ 3) at **Possession Time** (§ 3), subject to the Leases as set forth in § 10.6.1.7. **on day of closing**

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$ n/a per day (or any part of a day notwithstanding § 18.1) from **Possession Date** (§ 3) and **Possession Time** (§ 3) until possession is delivered.

GENERAL PROVISIONS

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

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 (Standard or Daylight Savings as applicable).

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

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.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), Seller is obligated to repair the same before **Closing Date** (§ 3). Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), if the Property Damage is not repaired before **Closing Date** (§ 3) or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit must not exceed the Purchase Price. In the event Seller has not received such insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** (§ 3) or, at the option of Buyer, Seller must assign such proceeds at Closing, plus credit Buyer the amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service), e.g., heating or plumbing, fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller’s right for any claim against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre—owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), based on such condemnation action, in Buyer’s sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

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

19.5. Risk of Loss — Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne 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 the growing crops.

20. **RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller

Buyer(s) Initials _____ Seller(s) Initials _____

997 acknowledge that the respective broker has advised that this Contract has important legal consequences and has
998 recommended the examination of title and consultation with legal and tax or other counsel before signing this
999 Contract.
1000

1001
1002 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check
1003 received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when
1004 due, or if any obligation hereunder is not performed or waived as herein provided, the nondefaulting party has the
1005 following remedies:
1006

1007 **21.1. If Buyer is in Default:**

1008 **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which
1009 case all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller; and Seller may
1010 recover such damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect
1011 and Seller has the right to specific performance or damages, or both.
1012

1013 **21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1.**
1014 **is checked.** All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. Both
1015 parties will thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in §
1016 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and
1017 (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for
1018 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific
1019 performance and additional damages.
1020

1021 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all
1022 Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper, or
1023 Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific
1024 performance or damages, or both.
1025

1026 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of
1027 any arbitration or litigation relating to this Contract, prior to or after **Closing Date** (§ 3), the arbitrator or court must
1028 award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.
1029

1030 **23. MEDIATION.** If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the
1031 parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the
1032 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators
1033 cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is
1034 binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such
1035 mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is not resolved
1036 within thirty days of the date written notice requesting mediation is delivered by one party to the other at the
1037 party's last known address. This section will not alter any date in this Contract, unless otherwise agreed.
1038

1039 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release
1040 the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of
1041 any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest
1042 Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding
1043 between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent
1044 jurisdiction, (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees
1045 incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a
1046 copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
1047 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money
1048 Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy
1049 of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse
1050 the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation** (§ 23). This
1051 Section will survive cancellation or termination of this Contract.
1052

1053 **25. TERMINATION.**

1054 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to
1055 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to
1056 Terminate), provided such written notice was received on or before the applicable deadline specified in this
1057 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to
1058 Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate
1059 under such provision.
1060

1061 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received
1062 hereunder will be returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and
1063 24.
1064

1065
1066
1067
1068
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1080

1081 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This Contract, its exhibits and specified addenda,
1082 constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements
1083 pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent
1084 modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in
1085 writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to
1086 be performed after termination or Closing survives the same.
1087
1088
1089

1090 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

1091 **27.1. Physical Delivery.** All notices must be in writing, except as provided in § 27.2. Any document,
1092 including a signed document or notice, from or on behalf of Seller, and delivered to Buyer is effective when
1093 physically received by Buyer, any signatory on behalf of Buyer, any named individual of Buyer, any representative
1094 of Buyer, or Brokerage Firm of Broker working with Buyer (except for delivery, after Closing, of the notice
1095 requesting mediation described in § 23 and except as provided in § 27.2). Any document, including a signed
1096 document or notice, from or on behalf of Buyer, and delivered to Seller is effective when physically received by
1097 Seller, any signatory on behalf of Seller, any named individual of Seller, any representative of Seller, or Brokerage
1098 Firm of Broker working with Seller (except for delivery, after Closing, of the notice requesting mediation described
1099 in § 23 and except as provided in § 27.2.).
1100

1101 **27.2. Electronic Delivery.** As an alternative to physical delivery, any document, including a signed
1102 document or written notice, may be delivered in electronic form only by the following indicated methods:

1103 **Facsimile** **E-mail** **Internet.** If no box is checked, this § 27.2 is not applicable and § 27.1 governs
1104 notice and delivery. Documents with original signatures will be provided upon request of any party.
1105

1106 **27.3. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in
1107 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a
1108 contract in Colorado for property located in Colorado.
1109

1110 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by
1111 Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such
1112 acceptance pursuant to § 27 on or before **Acceptance Deadline Date** (§ 3) and **Acceptance Deadline Time** (§
1113 3). If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
1114 executed by each party, separately, and when each party has executed a copy thereof, such copies taken
1115 together are deemed to be a full and complete contract between the parties.
1116

1117 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith,
1118 including but not limited to exercising the rights and obligations set forth in the provisions of **Financing**
1119 **Conditions and Obligations** (§ 5), **Title Insurance, Record Title and Off—Record Title** (§ 8), **Current**
1120 **Survey Review** (§ 9) and **Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence and**
1121 **Source of Water** (§ 10).
1122

1123 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

1124 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado
1125 Real Estate Commission.)
1126

1127 **30.1 Buyer understands that this purchase is not contingent upon financing, appraisal, survey or**
1128 **inspection and that Buyer's failure to close for any reason shall result in forfeiture of earnest**
1129 **money and any remedies under paragraph 21.1.1.**
1130

1131 **30.2 The Parties agree to cooperate with each other in the case of either party using this**
1132 **transaction as part of a like-kind exchange, in accordance with the provisions of Section 1031 of**
1133 **the Internal Revenue Service Code of 1986 as amended.**
1134

1135 **30.3 The closing company shall collect the following amounts from Buyer at closing and pay to the**
1136 **2014 Tenant (Guy Terrell) as reimbursement for spraying expense: For Auction Tract #1 -**
1137 **\$7,600.76 and Auction Tract #2 - \$1,180.46.**
1138

1139 **30.4 The Buyer of Auction Tracts 2 & 3 understand and agree to assume the Seller's position and**
1140 **responsibilities under any existing FSA and/or CRP contracts.**
1141

1142 **30.5 Buyer understands that the irrigated acres of Tract 2 are in growing wheat and are subject to**
1143 **a 50/50 farming lease until after harvest. Buyer shall assume the Owner's position in said lease.**
1144

1145 **31. ATTACHMENTS.**

1146 **31.1.** The following attachments are a part of this Contract:
1147

1148 *n/a*
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164

1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188

31.2. The following disclosure forms **are attached** but are **not** a part of this Contract:

n/a

SIGNATURES

Buyer: _____ Date: _____

TRACT 1, 2 & 3 BUYER

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller: _____ Date: _____

**Peterson Investments-Frisco, LLC
By Craig Q. Peterson, Manager**

32. **COUNTER; REJECTION.** This offer is **Countered** **Rejected.**

Initials only of party (Buyer or Seller) who countered or rejected offer

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. 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.

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

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

Brokerage Firm's Name: **Shay Realty, Inc.**

Broker's Name: _____ Date: _____

Reese W. Shay

Address: **33998 County Road AA Wray, CO 80758**

Ph: **970-630-5006 Cell** Fax: Email: **reese@shayrealty.com**

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. 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.

Buyer(s) Initials _____ Seller(s) Initials _____

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

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

Brokerage Firm's Name: *Shay Realty, Inc.*

Broker _____ Date: _____

Address: *33998 County Road AA Wray, CO 80758*

Ph: *n/a* Fax: *n/a* Email: reese@shayrealty.com

CBS4-8-13. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

CTM eContracts - ©2015 CTM Software Corp.

Buyer(s) Initials _____ Seller(s) Initials _____