



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, October 5, 2021 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the September 21, 2021 meeting.

Acknowledge the receipt of the Veteran's Service Officer's monthly report and certification of pay form for the month of September, 2021.

Acknowledge the receipt of the Landfill Supervisor's report for the month of September, 2021.

Acknowledge the receipt of the Treasurer's report for the month of September, 2021.

Unfinished Business

Consideration of the approval of Resolution 2021-35 for a Subdivision Exemption on behalf of Logan County Economic Development Corporation to create a 10.27-acre parcel from a 185.2-acre parcel in the NW 1/4 of Section 30, Township 8 North, Range 51 West of the Sixth Principal Meridian, Logan County, Colorado.

New Business

Consideration of the approval of Resolution 2021-36 for a Special Use Permit on behalf of Ranch to Bowl, LLC for the commercial processing and distribution of agricultural products on property described as a tract of land located in the Southeast Quarter (SE1/4) of Section 4, Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2021-37 amending the Logan County, Colorado Zoning Regulations adopted by Resolution on the 10th Day of October 1973; rezoning parts of said county and amending the District Zoning Map.

Consideration of the approval of a contract between Logan County and Polymer & Energy Limited for the sale of a 10 acre parcel of land in the Northwest Quarter of Section 30, Township 8 North, Range 51 West of the 6th Principal Meridian.

Other Business
Miscellaneous Business/Announcements

County Offices will be closed Monday, October 11, 2021 in observance of Columbus Day.

The next meeting will be scheduled for Tuesday, October 19, 2021, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

September 21, 2021

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Byron H. Pelton	Chairman
Jane E. Bauder	Commissioner
Joseph A. McBride	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Rob Quint	Logan County Planning and Zoning
Trae Miller	Logan County Economic Development
Jeff Rice	Journal Advocate

Chairman Pelton called the meeting to order at 9:30 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Pelton asked if there were any revisions for the agenda. Hearing none, Chairman Pelton continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the September 7, 2021 meeting.

Commissioner Bauder moved to approve the Consent Agenda. Commissioner McBride seconded and the motion carried 3-0.

Chairman Pelton continued with New Business:

Commissioner McBride moved to approve the revised Logan County Royalty Program Handbook and Code of Conduct. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2021-34 for a Subdivision Exemption on behalf of BNC Ventures, LLC to create a 9.92-acre parcel from a 482-acre parcel in an Agricultural (A) zone district in the South Half of the Northeast Quarter of the Northeast Quarter of Section 33, Township 7, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner McBride seconded and the motion carried 3-0.

Commissioner McBride moved to postpone definitely until October 5, 2021 Resolution 2021-35 for a Subdivision Exemption on behalf of Logan County Economic Development Corporation to create a 10.27-acre parcel from a 185.2-acre parcel in the NW ¼ of Section 30, Township 8 North, Range 51 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Premium Pay for permanent employees and part-time employees based on hours worked. New hires will be prorated based on state date and timelines of payment ARPA funds. Commissioner McBride seconded and the motion carried 3-0.

The Board requested proposals for Information Technology and Computer Support Services for Logan County Governmental Offices. Deadline for proposals is October 29, 2021 at 5:00 p.m. Proposals may be submitted in person, via Bid Net, mailed, or emailed to Logan County Commissioners, 315 Main Street, Sterling, CO 80751 or at commissioners@logancountyco.gov a full copy of the request for proposals is available upon request.

Commissioner McBride moved to approve the RFP for Information Technology and Computer Support Services for Logan County Governmental Offices. Commissioner Bauder seconded and the motion carried 3-0.

Other Business

The next meeting will be scheduled for Tuesday, October 5, 2021, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:37 a.m.

Submitted by:



Logan County Clerk & Recorder

Approved: October 5, 2021

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of Logan Month of Sept. 2021

Telephone Calls	From vets: 53 To vets: 51 Total: 147	Concerning vets: 27 Professional: 14 Inquires: 2
Appointments	Office: 45 Home Visits: 03 Total: 48	
Outreach	Emails from vets: 12 to vets: 10 Concerning: 83 Total: 105	
Total Served	300	

Surveys Submitted	15
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WIG #1 Governor's Challenge initiative adopted: (# of times shared)

☒ Lethal Means Safety Video ☒ Gate Keeper Training ☒ Caring Contacts

WIG #2 How many trainings (virtual or in person) have you participated in this month? 21

Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

☒ 35 hours per week or fewer

☐ 36 hours per week or more

For the month of September, 2021 from Logan county.

Dayne
Signature of County Veterans Service Officer

09/30/2021
Date

Certification by County Commissioner or Designee

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 2-15-2019:

County Commissioner or Designee of

County

Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15th day the following month to:

Colorado Division of Veterans Affairs West

482 28 Road

Grand Junction, CO 81501

Jessica.quackenbush@state.co.us

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR SEPTEMBER 2021		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
City of Sterling Packers	SF	531.02	@ \$23.17	\$12,303.73
City of Sterling Dump Trucks	CL	62.47	@ \$23.17	\$1,447.43
General Public		36.07	@ \$23.17	\$835.74
Commerial (Packers & Roll Offs)	C	992.68	@ \$23.17	\$23,000.40
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON		@ \$36.17	\$0.00
Industrial Waste	All other ID	653.57	@ \$36.17	\$23,639.63
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	153.94	@ \$46.34	\$7,133.58
Industrial Waste Out of County	IDOC	12.97	@ \$72.34	\$938.25
Rural Free Certificates	NC	69.18	NC	
All County Vehicles	NCC	17.34	NC	
TOTAL TONS		2529.24		
\$10.00 MINIMUM DIFFERENTIAL				\$696.77
\$20.00 MINIMUM DIFFERENTIAL				\$15.90
E-Waste Recycling		14 items		\$112.00
E-Waste Recycling	NCEW		NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Outgoing Recycled Tires/ Metal /Wood		7.51		
Car Tires (CHG)		76	@ \$5.00	\$380.00
Truck Tires (CHG)			@ \$8.00	\$0.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)		9	NC	
Appliances (CHG)		7	@ \$5.00	\$35.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$189.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$20.00	\$0.00
Total # of Vehicles		877		
TOTAL OC & IDOC				\$8,087.73
TOTAL IN COUNTY				\$62,450.70
GRAND TOTAL				\$70,538.43

SIGNED BY: Ram Jordig
 DATE: Oct. 1, 2021

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Sep-21	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	292.07	886.78	\$8,345.77
CHARGE	1643.68	3324.09	\$48,312.31
CITY OF STERLING	593.49	1196.38	\$13,880.35
TOTAL	2529.24	\$5,407.25	\$70,538.43
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)	7.51		
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED WOOD			
GRAND TOTAL TNS	2536.75		

SIGNED BY: *Pam Jerdig*
 DATE: *10-1-2021*

PATRICIA BARTLETT
Logan County
Colorado
Treasurer and
Public Trustee



315 Main St., Ste. 4
Sterling, CO 80751
Phone (970) 522-2462
bartlettp@logancountyco.gov
<http://logancounty.colorado.gov/>

October 1, 2021

The Honorable Board of County Commissioners
Courthouse
Sterling, CO 80751

Herewith attached is the Public Trustee's Third Quarter Report showing a total collected of \$5,451.50.

A handwritten signature in blue ink that reads "Patricia Bartlett". The signature is written in a cursive style.

Patricia Bartlett, Logan County Public Trustee



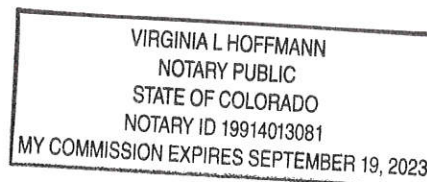
STATE OF COLORADO)
:SS.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this 1st day of October, 2021, by Patricia Bartlett, Logan County Public Trustee. Witness my hand and official seal.

My commission expires: September 19, 2023

A handwritten signature in blue ink that reads "Virginia L. Hoffmann". The signature is written in a cursive style.

Notary Public



JULY 2021 TOTALS

RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
104	0	0	1	1	0	0	0	0	106
\$ 1,560.00	\$ -	\$ -	\$ 150.00	\$ 35.00	\$ -	\$ -	\$ -	\$ -	\$ 1,745.00

AUGUST 2021 TOTALS

RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
88	0	0	5	1	0	0	0	0	94
\$ 1,320.00	\$ -	\$ -	\$ 761.50	\$ 35.00	\$ -	\$ -	\$ -	\$ -	\$ 2,116.50

SEPTEMBER 2021 TOTALS

RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
106	0	0	0	0	0	0	0	0	106
\$ 1,590.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,590.00

3RD QUARTER 2021 TOTALS

RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
298	0	0	6	2	0	0	0	0	306
\$ 4,470.00	\$ -	\$ -	\$ 911.50	\$ 70.00	\$ -	\$ -	\$ -	\$ -	\$ 5,451.50

RESOLUTION

NO. 2021-35

BOARD OF COUNTY COMMISSIONERS COUNTY OF LOGAN, STATE OF COLORADO

SUBDIVISION EXEMPTION PROPOSED BY LOGAN COUNTY ECONOMIC DEVELOPMENT CORPORATION FOR A PARCEL OF LAND OWNED BY LOGAN COUNTY.

WHEREAS, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

WHEREAS, Logan County Economic Development Corporation has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created on land which is owned by Logan County and is legally described as follows:

Property Description Parcel 1

A parcel of land known as Parcel 1, containing 447,541 sq. ft. (10.27 acres), more or less, in the Northwest Quarter of Section 30, Township 8 North, Range 51 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the West Quarter corner of Section 30, Township 8 North, Range 51 West, of the 6th Principal Meridian, thence along the South line of the Northwest Quarter of said Section 30, North 88°25'43" East, a distance of 622.29 feet, thence North 01°34'17" West, a distance of 186.42 feet, to the point of beginning;

thence North 00°00'00" East, a distance of 500.00 feet;
thence North 82°36'21" East, a distance of 675.02 feet;
thence South 24°25'24" East, a distance of 286.53 feet;
thence South 29°11'26" East, a distance of 373.41 feet;
thence South 90°00'00" West, a distance of 970.00 feet, more or less, to the point of beginning.

The above described parcel contains 447,541 sq. ft. (10.27 acres), more or less.

Property Description 60 Feet Wide Access and Utility Easement (For the Benefit of Parcel 1)

A 60 feet wide access and utility easement, containing 65,796 sq. ft. (1.51 acres), more or less, in the West half of Section 30, Township 8 North, Range 51 West, of the 6th Principal Meridian, in Logan County, Colorado, said easement being more particularly described as follows:

Commencing at the West Quarter corner of Section 30, Township 8 North, Range 51 West, of the 6th Principal Meridian, thence along the South line of the Northwest Quarter of said Section 30, North 88°25'43" East, a distance of 1591.92 feet, thence North 01°34'17" West, a distance of 159.82 feet, to the point of beginning;

thence North 29°11'26" West, a distance of 373.41 feet;
thence North 24°25'24" West, a distance of 286.53 feet;
thence North 65°34'36" East, a distance of 60.00 feet;
thence South 24°25'24" East, a distance of 284.03 feet;
thence South 29°11'26" East, a distance of 374.84 feet;
thence South 21°42'16" East, a distance of 284.25 feet;
thence South 15°57'23" East, a distance of 158.66 feet, to a point on the North right

of way of U.S. Highway 6;
thence along said North right of way line, on the arc of a curve to the right, a radius of 5639.58 feet, a central angle of 00°36'35", a distance of 60.02 feet, (a chord bearing South 75°32'29" West, a distance of 60.02 feet);
thence departing said North right of way line, North 15°57'23" West, a distance of 154.08 feet;
thence North 21°42'17" West, a distance of 277.31 feet, more or less, to the point of beginning.

The above described easement contains 65,796 sq. ft. (1.51 acres), more or less.

(As represented on official Subdivision Exemption Plat 2021-35); and

WHEREAS, Logan County Economic Development Corporation proposes to create a parcel, consisting of 10.27 acres, more or less, subdivided from a 185.22 acre parcel in an Agricultural (A) zone district, for development and use as a commercial business operation; and

WHEREAS, the Chairman of the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on September 17, 2021; and

WHEREAS, a public hearing was held by the Board of County Commissioners on October 5, 2021, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

WHEREAS, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.

2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Logan County Economic Development Corporation for a Subdivision Exemption for the creation of a 10.27 acre parcel, more or less, and a 60 feet wide access and utility easement for the benefit of the above-described parcel, as described above and as represented on official Subdivision Plat 2021-35, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 5th day of October, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Byron H. Pelton, Chairman

(Aye)(Nay)
Joseph A. McBride, Commissioner

(Aye)(Nay)
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 5th day of October, 2021.

County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 7-21-2021

1. Name of Subdivision Exemption LOGAN COUNTY LAND FILL Parcel 1
LOGAN County EDC
2. Name of Applicant TRAE MILLER Phone 970-520-1283
Address 160 College Ave. STERLING CO 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent NA Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Logan County Comm. Phone 970-522-0888
Address 315 MAIN STREET STERLING CO 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor WILCOAT SURVEYING Phone 308-279-2072
Address 307 Church ST. PO Box 27 HARRISBURG NE 68345
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the NORTH side of Highway 6
27 MILES EAST of Highway 61
(Direction) (Street)
9. Postal Delivery Area _____ School District _____
10. Total Acreage 10.27 Zone _____ Number of Lots 1
11. Tax Map Designation: Section/Township/Range NW 1/4 SECTION 30 T8N R51W Lot(s) Gov. Lots 2 & 3
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property? NO
If so, list Case No. and Name NA
13. Is Deed recorded in Torrens System: Number NO IT'S ORIGINAL AFFIDAVIT
14. Is Deed recorded in General System: Book 984 Page 409
15. Current Land Use: COUNTY LAND FILL PROPERTY
16. Proposed Use of Each Parcel: RECYCLE CENTER

17. Proposed Water and Sewer Facilities: _____

18. Proposed Public Access to each new parcel: See Access Easement

19. Reason for request of this exemption (may use additional pages): _____

List all contiguous holdings in the same ownership: All County owned property in Logan County

Section/Township/Range _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s)].

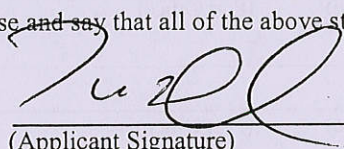
The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

_____ hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

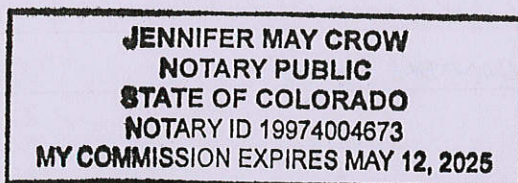

(Applicant Signature)

Mailing Address:

160 College Ave

Sterling CO 80751

MY COMMISSION EXPIRES: 5/12/2025



FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) separate check for recording fee. Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Subdivision Exemption:

Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

RESOLUTION

NO. 2021-36

SPECIAL USE PERMIT

A RESOLUTION GRANTING A SPECIAL USE PERMIT TO RANCH TO BOWL, LLC FOR THE COMMERCIAL PROCESSING AND DISTRIBUTION OF AGRICULTURAL PRODUCTS IN LOGAN COUNTY, COLORADO.

WHEREAS, Vernon and Marianne Pottas, doing business as Ranch To Bowl, have applied for Special Use Permit (SUP) #235, seeking approval of a permit to commercially process and distribute agricultural product on property described as:

A tract of land located in the Southeast Quarter (SE1/4) of Section 4, Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado; and

WHEREAS, the operation will consist of processing and distributing consumable dog treats by air-drying lamb or goat meat on-site, using meat product that has been slaughtered and packaged off-site; and

WHEREAS, the property is currently zoned agricultural and approval of a special use permit is required for the commercial processing as described; and

WHEREAS, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended the approval of this application for the requested Special Use Permit (SUP), at its regular meeting on September 21, 2021; and

WHEREAS, all legal notice of public hearing on this application has been provided as required by the Logan County Zoning Resolution.

NOW, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:

I. APPROVAL:

The application submitted by Vernon and Marianne Pottas, doing business as Ranch To Bowl, LLC, for a Special Use Permit (SUP) #235 to process, manufacture and distribute edible dog treats as described above is GRANTED, subject to the conditions set forth below.

II. CONDITIONS:

1. The applicants shall remain in continued compliance with applicable State of Colorado, Northeast Colorado Health Department, Logan County and/or other local regulations.
2. Processing, manufacturing and distribution shall be limited as specified in the application for the permit. In the event that expanded or alternative processing is desired, the applicants shall be responsible for seeking any necessary approval, and amendment of SUP #235, to convert to alternative or expanded production.

III. FINDINGS OF FACT:

1. The proposed land use is compatible with the Logan County Master Plan and existing land uses in the area, which is zoned Agricultural District.

BE IT FURTHER RESOLVED, that Special Use Permit #235 is granted the commercial processing, manufacture and distribution of consumable dog treats, as described above, subject to the conditions set forth above and subject to application for renewal for continued permitted use on or after October 5, 2120. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to ensure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of these conditions may be cause for revocation of the permit.

Done the 5th day of October, 2021.

**BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

Byron H. Pelton, Chairman

(Aye)(Nay)

Jane E. Bauder, Vice Chairman

(Aye)(Nay)

Joseph A. McBride, Commissioner

Aye)(Nay)

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 5th day of October, 2021.

County Clerk and Recorder

COPY

SPECIAL USE PERMIT APPLICATION
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION
DEPARTMENT OF PLANNING & ZONING

SUP2021-3
SUP 235

Applicant

Name: Ranch to Bowl LLC Phone: 720 636 5921

Address: 23127 Sterling Ave, Padroni, 80745

Landowner

Name: Brian Erickson Phone: 970 580 1962

Address: 11671 CR 18, Merino, 80741

Description of Property:

Legal: $\frac{1}{4}$ Section _____ Section 4-8 Township 9 Range 52

Address: 23127 Sterling Ave Access off CR or Hwy: Sterling Ave

New Address Needed: Y or ~~N~~ Subdivision Name: _____

Filing _____ Lot _____ Block _____ Tract _____ Lot Size _____

Current Zoning: _____ Current Land Use: _____

Proposed Special Use: See attached.

Terms of Special Use: 99 years

Building Plans: Existing building - 12 x 20' shed.

I, (We), hereunto submit this application for a Special Use Permit to the Board of County Commissioners, together with such plans, details and information of the proposed special use. I, (We), further understand that the Board of Logan County Commissioners may, in addition to granting a Special Use Permit, impose additional conditions to comply with the purpose and interest of the Logan County Zoning Resolutions and Zoning Map.

Dated at Sterling, Colorado, this 28 day of July 2021

Signature of Applicant: [Signature]

Signature of Landowner: [Signature]

FOR COUNTY USE

Application Fee: One hundred dollars (\$100.00)

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Special Use Permit: _____

Chairperson, Planning Commission

=====

COUNTY COMMISSIONERS ACTION:

Conditions of Special Use Permit: _____

Date Granted: _____

Date Denied: _____

Byron H. Pelton

Joseph A. McBride

Jane E. Bauder

RESOLUTION

NO. 2021-37

REZONE AND DISTRICT ZONING MAP CHANGE

A RESOLUTION AMENDING THE LOGAN COUNTY, COLORADO, ZONING REGULATIONS ADOPTED BY RESOLUTION THE 10TH DAY OF OCTOBER 1973; REZONING PARTS OF SAID COUNTY AND AMENDING THE DISTRICT ZONING MAP.

WHEREAS, the Board of Commissioners is empowered to zone and regulate land use in the unincorporated areas of Logan County; and

WHEREAS, pursuant to Section 11 of the Logan County Zoning Resolution, the Board of County Commissioners may amend the zoning classification of an area, and the Official Zoning Map, in instances where the area in question possesses geological, physiological or other environmental conditions similar to the conditions characteristic of the alternative zone district suggested for the area, and warranting similar zone district land use restrictions; and

WHEREAS, land in the unincorporated area of Logan County, legally described as follows:

That part of the Northwest Quarter (NW1/4) of Section Thirty five (35), Township Eight (8) North, Range Fifty two (52) West of the Sixth Principal Meridian, County of Logan, State of Colorado, described as:

WHEREAS, the above described property is currently zoned Commercial Highway (CH); and

WHEREAS, contiguous land areas are zoned Agricultural (A), and the conditions and characteristics of the described land area are consistent with the conditions and characteristics of Agricultural (A) zone; and

WHEREAS, a public hearing on the re-zoning of the described land area, from Commercial Highway (CH) to Agricultural (A), was held by the Logan County Planning Commission, after such legal notice as is required by law, and the Planning Commission recommended the approval of the suggested re-zoning; and

WHEREAS, the Board of County Commissioners finds, after providing such notice as is required by law and conducting a public hearing, that the conditions and characteristics of the described land area are comparable to and warrant similar treatment as land areas that are zoned Agricultural (A).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, that the land area legally described as:

That part of the Northwest Quarter (NW1/4) of Section Thirty five (35), Township Eight (8) North, Range Fifty two (52) West of the Sixth Principal Meridian, County of Logan, State of Colorado, described as:

Is hereby re-zoned from Commercial Highway (CH) to Agricultural (A).

BE IT FURTHER RESOLVED that the zone district boundaries set forth on the Official Zoning Map of Logan County, Colorado, are hereby amended accordingly.

Done the 5th day of October, 2021.

**BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

(Aye)(Nay)

Byron H. Pelton, Chairman

(Aye)(Nay)

Jane E. Bauder, Vice Chairman

(Aye)(Nay)

Joseph A. McBride, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 5th day of October, 2021.

County Clerk and Recorder

COPY

**PETITION FOR AMENDMENT
TO CHANGE THE ZONING CLASSIFICATION OF AN AREA
AND TO AMEND THE OFFICIAL ZONING MAP**

TO THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO COMES NOW

(Applicant) Industrial Tower West, LLC to petition the Logan County Commissioners to change the zoning classification of the following described property from Commercial Highway to Agriculture and to amend the official Zoning map to show such zoning classification change.

The Petitioner(s) submit that the property in question possesses geological, physiological, environmental, and or other conditions with characteristics of the Agriculture zone district.

Description of Property:

Legal: $\frac{1}{4}$ Section NW Section 35 Township 8 North Range 52 West

Address: 2440 E Chestnut St Access off CR or Hwy: US Highway 6

New Address Needed: Y or N Subdivision Name: _____

Filing _____ Lot _____ Block _____ Tract _____ Lot Size 10

Data concerning the same is as follows:

A. Water supply-existing: Yes, however no water is required for the purpose of Telecommunications

B. Water supply-proposed: NA

C. Sewage disposal-existing: NA

D. Sewage-disposal proposed: No sewer is required for the purposed of telecommunications

E. Property owners within 500 feet of the property: _____

Gorman Todd-1100 1st St, Bradenton, FL 34205; Buffalo Hills Properties- PO Box 668, Sterling, CO 80751

Logan County Humane Society- PO Box 488, Sterling CO 80751; Douglas Carrigan- 16242 Poplar St, Brighton, CO 80602

State of Colorado- 1313 Sherman St, Denver, CO 80203

F. Date the land was purchased: 09/30/2008

G. Recorded in General System: Book: 978 and Page: 673

H. Recorded in Torrens System: _____

Industrial Tower West, LLC
Zoning & Mapping Change
ZC2021-1 / NW 35-8-52

Dated at Sterling, Colorado, this _____ day of _____.

Applicant

Name: Industrial Tower West, LLC Phone: 970.467.7878

Address: 2825 E Beaver Ave, Fort Morgan, CO 80701

Signature of Applicant: Kyle DeVardo

Landowner

Name: Buffalo Hills Properties Phone: 970.580.5801

Address: PO Box 668 Sterling, CO 80751

Signature of Landowner: See attached contract

FOR COUNTY USE

Application Fee: One Hundred Dollars (\$100.00)

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of the Zoning Change: _____

Chairperson, Planning Commission

Industrial Tower West, LLC
Zoning & Mapping Change
ZC2021-1 / NW 35-8-52

=====

COUNTY COMMISSIONERS ACTION:

Petition to change Zoning Classification of an area;

From _____ to _____ on property
legally described as: _____

Conditions of the Zoning Change: _____

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

Industrial Tower West, LLC
Zoning & Mapping Change
ZC2021-1 / NW 35-8-52

EASEMENT SURVEY

A Portion of the Northwest Quarter (NW/4) of Section 35, T-8-S
P.M., County of Logan, State of Colorado.

Access and Utility Easement

A strip of land 30.00 feet wide (15.00 feet on both sides of the following described centerline) for access and utility easement purposes lying in the Northwest Quarter (NW/4) of Section 35, T-8-N., R-52-W., of the 6th P.M., Logan County, State of Colorado. Being more particularly described as follows:

Commencing at the Northwest corner of Buffalo Hills Addition to the City of Sterling, thence N 67°05'25" E along the North line of said Buffalo Hills Addition for a distance of 115.21 feet to the point of beginning of said 30' easement; thence S 58°06'35" E for a distance of 50.00 feet; thence S 61°12'38" E for a distance of 50.00 feet; thence S 59°13'17" E for a distance of 50.00 feet; thence S 46°04'37" E for a distance of 50.00 feet; thence S 39°28'01" E for a distance of 50.00 feet; thence S 33°46'23" E for a distance of 50.00 feet; thence S 00°06'34" W for a distance of 50.00 feet; thence S 41°07'36" W for a distance of 50.00 feet; thence S 63°36'30" W for a distance of 50.00 feet; thence S 70°14'24" W for a distance of 50.00 feet; thence S 66°02'31" W for a distance of 50.00 feet; thence S 56°11'52" W for a distance of 50.00 feet; thence S 37°12'22" W for a distance of 50.00 feet; thence S 21°05'58" W for a distance of 50.00 feet; thence S 10°32'23" W for a distance of 50.00 feet; thence S 09°41'26" W for a distance of 41.63 feet to a point being 15.0 feet East of the West line of said Buffalo Hills Addition; thence S 04°31'50" E and parallel to the West line of said Buffalo Hills Addition for a distance of 1101.30 feet; thence S 49°32'48" E for a distance of 35.35 feet; thence N 85°26'13" E for a distance of 395.13 feet; thence N 40°27'12" E for a distance of 35.37 feet; thence N 04°31'50" W for a distance of 179.82 feet to the point of terminus of said 30' easement.

Utility Easement #1

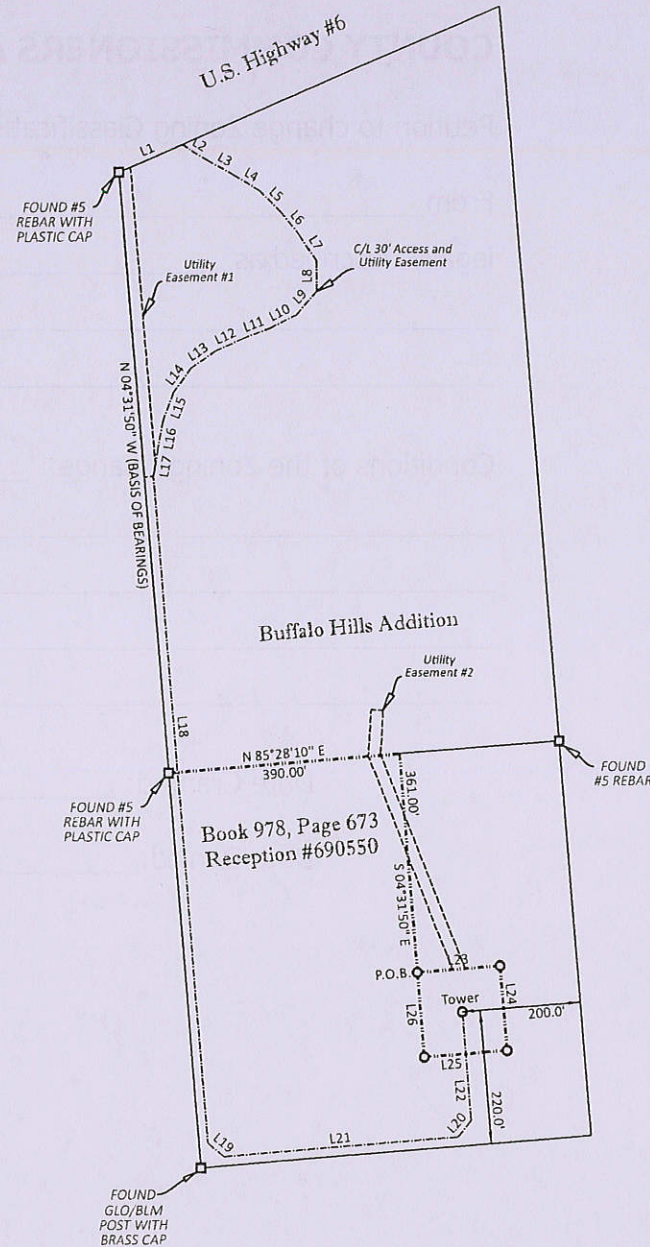
A strip of land 20.00 feet wide for utility easement purposes lying in the Northwest Quarter (NW/4) of Section 35, T-8-N., R-52-W., of the 6th P.M., Logan County, State of Colorado. Being more particularly described as follows:

Commencing at Northwest corner of Buffalo Hills Addition to the City of Sterling, said point being the true point of beginning; thence S 04°31'50" E along the West line of said Buffalo Hills Addition for a distance of 500.00 feet; thence N 85°28'10" E for a distance of 20.00 feet; thence N 04°31'50" W for a distance of 506.65 feet to a point on the North line of said Buffalo Hills Addition; thence S 67°05'25" W for a distance of 21.08 feet to the true point of beginning.

Utility Easement #2

A strip of land 20.00 feet wide for access and utility easement purposes lying in the Northwest Quarter (NW/4) of Section 35, T-8-N., R-52-W., of the 6th P.M., Logan County, State of Colorado. Being more particularly described as follows:

Commencing at the Southwest corner of Buffalo Hills Addition to the City of Sterling; thence N 85°28'10" E along the South line of said Buffalo Hills Addition for a distance of 337.50 feet to the true point of beginning; thence N 03°31'43" E for a distance of 77.25 feet; thence S 86°28'17" E for a distance of 20.00 feet; thence S 03°31'43" W for a distance of 72.75 feet; thence S 21°47'57" E for a distance of 380.41 feet; thence S 85°28'10" W for a distance of 20.94 feet; thence N 21°47'57" W for a distance of 378.69 feet to the true point of beginning.



ATTENTION:
AT THE CLIENTS REQUEST, SURVEYOR HAS
MADE NO INVESTIGATION OR
INDEPENDENT SEARCH FOR EASEMENTS
OF RECORD, ENCUMBRANCES,
RESTRICTIVE COVENANTS, OWNERSHIP
TITLE EVIDENCE, OR ANY OTHER FACTS
THAT AN ACCURATE AND CURRENT TITLE
SEARCH MAY DISCLOSE.

NOTICE:
ACCORDING TO COLORADO LAW YOU MUST
COMMENCE ANY LEGAL ACTION BASED UPON
ANY DEFECT IN THIS SURVEY WITHIN THREE
YEARS AFTER YOU FIRST DISCOVER SUCH A
DEFECT. IN NO EVENT MAY ANY ACTION BASED
UPON ANY DEFECT IN THIS SURVEY BE
COMMENCED MORE THAN TEN YEARS FROM THE
DATE OF CERTIFICATION SHOWN HEREON.

LEG

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-15) (Mandatory 1-16)

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: October 5, 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. Buyer, Polymer & Energy Limited, will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** _____.

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

2.3. Seller. Seller, Logan County, Colorado, 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 Logan, Colorado:

A parcel of land known as Parcel 1, containing 447,541 sq. ft. (10.27 acres), more or less, in the Northwest Quarter of Section 30, Township 8 North, Range 51 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the West Quarter corner of Section 30, Township 8 North, Range 51 West, of the 6th Principal Meridian, thence along the South line of the Northwest Quarter of said Section 30, North 88 degrees 25 minutes 43 seconds East, a distance of 622.29 feet, thence North 01 degrees 34 minutes 17 seconds West, a distance of 186.42 feet to the point of beginning; thence North 00 degrees 00 minutes 00 seconds East, a distance of 500.00 feet; thence North 82 degrees 36 minutes 21 seconds East, a distance of 675.02 feet; thence South 24 degrees 25 minutes 24 seconds East, a distance of 286.53 feet; thence South 29 degrees 11 minutes 26 seconds East, a distance of 373.41 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 970.00 feet, more or less, to the point of beginning.

known as No. _____
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**:

None

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 _____. 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):

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

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

None

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

52 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3,
53 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:
54 None

55 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that
56 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household
57 purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been
58 registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must
59 complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing
60 service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well
61 Permit # is None.

62 ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
63 None

64 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
65 conveyed as part of the Purchase Price as follows:
66 None

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

69 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
70 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the
71 applicable legal instrument at Closing.

72 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:
73 None

74 **3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	n/a
		Title	
2	§ 8.1	Record Title Deadline	30 days prior to closing
3	§ 8.2	Record Title Objection Deadline	20 days prior to closing
4	§ 8.3	Off-Record Title Deadline	30 days prior to closing
5	§ 8.3	Off-Record Title Objection Deadline	20 days prior to closing
6	§ 8.4	Title Resolution Deadline	10 days prior to closing
7	§ 8.6	Right of First Refusal Deadline	n/a
		Owners' Association	
8	§ 7.3	Association Documents Deadline	n/a
9	§ 7.4	Association Documents Objection Deadline	n/a
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	n/a
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	n/a
12	§ 5.2	Loan Objection Deadline	n/a
13	§ 5.3	Buyer's Credit Information Deadline	n/a
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
15	§ 5.4	Existing Loan Documents Deadline	n/a
16	§ 5.4	Existing Loan Documents Objection Deadline	n/a
17	§ 5.4	Loan Transfer Approval Deadline	n/a
18	§ 4.7	Seller or Private Financing Deadline	n/a
		Appraisal	
19	§ 6.2	Appraisal Deadline	n/a
20	§ 6.2	Appraisal Objection Deadline	n/a
21	§ 6.2	Appraisal Resolution Deadline	n/a
		Survey	
22	§ 9.1	New ILC or New Survey Deadline	n/a
23	§ 9.3	New ILC or New Survey Objection Deadline	n/a
24	§ 9.4	New ILC or New Survey Resolution Deadline	n/a

Item No.	Reference	Event	Date or Deadline
Inspection and Due Diligence			
25	§ 10.3	Inspection Objection Deadline	20 days prior to closing
26	§ 10.3	Inspection Resolution Deadline	10 days prior to closing
27	§ 10.5	Property Insurance Objection Deadline	n/a
28	§ 10.6	Due Diligence Documents Delivery Deadline	n/a
29	§ 10.6	Due Diligence Documents Objection Deadline	n/a
30	§ 10.6	Due Diligence Documents Resolution Deadline	n/a
31	§ 10.6	Environmental Inspection Objection Deadline	20 days prior to closing
32	§ 10.6	ADA Evaluation Objection Deadline	n/a
33	§ 10.7	Conditional Sale Deadline	n/a
34	§ 11.1	Tenant Estoppel Statements Deadline	n/a
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	n/a
Closing and Possession			
36	§ 12.3	Closing Date	* see Addendum
37	§ 17	Possession Date	Upon Closing
38	§ 17	Possession Time	Upon Closing
39	§ 28	Acceptance Deadline Date	October 5, 2021
40	§ 28	Acceptance Deadline Time	5:00 p.m. MDT

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. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

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

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	\$ 17,715	
2	§ 4.3	Earnest Money		\$ 1,000
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7	Addenda	Quarterly Installments Prior to Closing		12,540
8				
9	§ 4.4	Cash at Closing		\$ 4,175
10		TOTAL	\$ 17,715	\$ 17,715

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

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

96 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
97 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

98 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to
99 the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided
100 in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute
101 and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
102 days of Seller's receipt of such form.

103 **4.4. Form of Funds; Time of Payment; Available Funds.**

104 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
105 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
106 check, savings and loan teller's check and cashier's check (Good Funds).

107 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be
108 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at
109 Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this
110 Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount
111 stated as Cash at Closing in § 4.1.

112 **4.5. New Loan.**

113 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan
114 costs, loan discount points, prepaid items and loan origination fees, as required by lender.

115 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
116 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

117 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:

118 ☐ **Conventional** ☐ **Other** _____.

119 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption
120 Balance set forth in § 4.1, presently payable at \$_____ per _____ including principal and interest presently at the rate of _____%
121 per annum, and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance**
122 **Premium** and ☐ _____.

123 Buyer agrees to pay a loan transfer fee not to exceed \$_____. At the time of assumption, the new interest rate will not
124 exceed _____% per annum and the new payment will not exceed \$_____ per _____ principal and interest, plus escrow, if any. If
125 the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash
126 required from Buyer at Closing to be increased by more than \$_____, then Buyer has the Right to Terminate under § 25.1, on or
127 before **Closing Date**, based on the reduced amount of the actual principal balance.

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

132 **4.7. Seller or Private Financing.**

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

137 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,
138 ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before
139 **Seller or Private Financing Deadline**.

140 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
141 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost
142 and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**,
143 if such Seller financing is not satisfactory to the Seller, in Seller's sole subjective discretion.

144 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
145 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to the Buyer, including its
146 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller or**
147 **Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

5. FINANCING CONDITIONS AND OBLIGATIONS.

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

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

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

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

6. APPRAISAL PROVISIONS.

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

6.2. 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 right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:

6.2.1.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

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

6.3. Lender Property Requirements. If the lender imposes any requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender 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 Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

202 6.4. **Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by
203 ☐ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management
204 company, lender's agent or all three.

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

207 7.1. **Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
208 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
209 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
210 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
211 ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
212 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
213 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE
214 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE
215 DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE
216 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE
217 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.
218 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE
219 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY
220 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF
221 THE ASSOCIATION.

222 7.2. **Owners' Association Documents.** Owners' Association Documents (Association Documents) consist of the following:

223 7.2.1. All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating
224 agreements, rules and regulations, party wall agreements;

225 7.2.2. Minutes of most recent annual owners' meeting;

226 7.2.3. Minutes of any directors' or managers' meetings during the six-month period immediately preceding the
227 date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3,
228 collectively, Governing Documents); and

229 7.2.4. The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual
230 and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if
231 any (collectively, Financial Documents).

232 7.3. **Association Documents to Buyer.**

233 7.3.1. **Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the Association
234 Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the
235 Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon
236 Buyer's receipt of the Association Documents, regardless of who provides such documents.

237 7.4. **Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
238 Terminate under § 25.1, on or before **Association Documents Objection Deadline**, based on any unsatisfactory provision in any
239 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
240 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
241 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
242 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
243 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
244 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any
245 ~~Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).~~

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

247 8.1. Evidence of Record Title.

248 ☒ 8.1.1. **Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
249 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
250 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
251 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
252 issued and delivered to Buyer as soon as practicable at or after Closing.

253 ☐ 8.1.2. **Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
254 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
255 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
256 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

257 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☐ Will ☒ Will Not contain Owner's
258 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
259 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'
260 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6)
261 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC
262 will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ Other _____.
263 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
264 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined
265 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to
266 object under § 8.4 (Right to Object to Title, Resolution).

267 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
268 conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such
269 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
270 Documents).

271 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
272 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
273 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
274 party or parties obligated to pay for the owner's title insurance policy.

275 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
276 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

277 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
278 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.
279 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding
280 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or
281 Title Documents are not received by Buyer, on or before the **Record Title Deadline**, or if there is an endorsement to the Title
282 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be
283 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object
284 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or
285 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of
286 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4
287 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents
288 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection
289 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title
290 Commitment and Title Documents as satisfactory.

291 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
292 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation,
293 governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal
294 and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect
295 the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement,
296 boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory
297 condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's sole subjective
298 discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by
299 Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and
300 object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3
301 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in § 8.4 (Right to Object
302 to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
303 specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

304 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those
305 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
306 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

307 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice
308 of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on
309 or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller
310 receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such
311 items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the
312 Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of
313 the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also
314 will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

315 8.4.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or
316 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

317 8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
318 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
319 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
320 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
321 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
322 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
323 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
324 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING
325 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
326 RECORDER, OR THE COUNTY ASSESSOR.

327 Buyer has the Right to Terminate under § 25.1, on or before Off-Record Title Objection Deadline, based on any
328 unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

329 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
330 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the
331 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate.
332 If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and
333 effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval
334 of this Contract has not occurred on or before Right of First Refusal Deadline, this Contract will then terminate.

335 8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed
336 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
337 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
338 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and
339 various laws and governmental regulations concerning land use, development and environmental matters.

340 8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE
341 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER
342 OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR
343 WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,
344 GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS
345 MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE
346 MINERAL ESTATE, OIL, GAS OR WATER.

347 8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
348 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
349 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
350 RECORDER.

351 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
352 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
353 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
354 OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

355 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
356 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
357 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
358 AND GAS CONSERVATION COMMISSION.

359 8.7.5. Title Insurance Exclusions. Matters set forth in this Section, and others, may be excepted, excluded from,
360 or not covered by the owner's title insurance policy.

361 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are
362 strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

363 9. NEW ILC, NEW SURVEY.

364 9.1. New ILC or New Survey. If the box is checked, a ☐ New Improvement Location Certificate (New ILC)
365 ☐ New Survey in the form of _____ is required and the following will apply:

366 9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☐ Buyer will order the New ILC or New Survey. The
367 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
368 date after the date of this Contract.

369 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
370 Closing, by: ☐ Seller ☐ Buyer or:
371

372 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider
373 of the opinion of title if an Abstract of Title), and _____ will receive a New ILC or New Survey on or before **New ILC or New**
374 **Survey Deadline.**

375 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor
376 to all those who are to receive the New ILC or New Survey.

377 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
378 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
379 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
380 Seller incurring any cost for the same.

381 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the New ILC or New Survey. If
382 the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
383 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

384 **9.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

385 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
386 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

387 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on
388 or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement
389 thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or**
390 **New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection
391 before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

392

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

395 ~~**10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to~~
396 ~~Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed~~
397 ~~by Seller to Seller's actual knowledge, current as of the date of this Contract.~~

398 **10.2. Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known
399 by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer
400 acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

401 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
402 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the
403 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical,
404 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the
405 Property (including utilities and communication services), systems and components of the Property (e.g. heating and plumbing),
406 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or
407 off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective
408 discretion, Buyer may, on or before **Inspection Objection Deadline**:

409 **10.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

410 **10.3.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that
411 Buyer requires Seller to correct.

412 **10.3.3. Inspection Resolution.** If an **Inspection Objection** is received by Seller, on or before **Inspection Objection**
413 **Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
414 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the **Inspection**
415 **Objection** before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

416 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
417 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
418 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
419 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
420 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
421 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
422 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and
423 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed
424 pursuant to an **Inspection Resolution**.

425 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
426 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
427 **Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

428 **10.6. Due Diligence.**

429 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
430 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence**
431 **Documents Delivery Deadline:**

- 432 ☐ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
433 ☐ **10.6.1.2.** Property tax bills for the last _____ years;
434 ☐ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,
435 electrical, mechanical, and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now
436 available;
437 ☐ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
438 ☐ **10.6.1.5.** Operating statements for the past _____ years;
439 ☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
440 ☐ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the
441 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):
442 None
443 ☐ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet
444 completed and capital improvement work either scheduled or in process on the date of this Contract;
445 ☐ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made
446 for the past _____ years;
447 ☐ **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
448 earlier under § 8.3);
449 ☐ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,
450 letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
451 other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's
452 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
453 ☐ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the
454 Property with said Act;
455 ☐ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental
456 authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations,
457 if any; and
458 ☐ **10.6.1.14.** Other documents and information:
459 None

460 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due
461 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective
462 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline:**

- 463 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
464 **10.6.2.2. Due Diligence Document Objection.** Deliver to Seller a written description of any unsatisfactory
465 Due Diligence Documents that Buyer requires Seller to correct.
466 **10.6.2.3. Due Diligence Document Resolution.** If a Due Diligence Document Objection is received by
467 Seller, on or before **Due Diligence Document Objection Deadline**, and if Buyer and Seller have not agreed in writing to a
468 settlement thereof on or before **Due Diligence Document Resolution Deadline**, this Contract will terminate on **Due Diligence**
469 **Document Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Document Objection
470 before such termination, i.e., on or before expiration of **Due Diligence Document Resolution Deadline**.

471 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
472 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
473 the Property, in Buyer's sole subjective discretion.

474 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
475 Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer will order or provide
476 ☒ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version
477 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ☐ _____, at the expense of ☐
478 Seller ☒ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the
479 Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be
480 conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses
481 of the Property, if any.

482 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the
483 **Environmental Inspection Objection Deadline** will be extended by thirty (30) days (Extended Environmental Inspection
484 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the

Closing Date 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**, 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**, 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 **None**. 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** 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 Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is No Well. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit. **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

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

11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

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

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

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

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

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

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

538 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary
539 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

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

545 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents
546 accepted by Buyer in accordance with **Record Title**,

547 **13.2.** Distribution utility easements (including cable TV),

548 **13.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has actual
549 knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC or New Survey**,

550 **13.4.** Inclusion of the Property within any special taxing district, and

551 **13.5.** Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether
552 assessed prior to or after Closing, and

553 **13.6.** Other None.

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

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

557 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
558 to be paid at Closing, except as otherwise provided herein.

559 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☒ **Buyer** ☐ **Seller**
560 ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

561 **15.3. Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of
562 assessments (Status Letter) must be paid by ☒ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**.
563 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name
564 or title of such fee (Association's Record Change Fee) must be paid by ☒ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer**
565 **and One-Half by Seller**.

566 **15.4. Local Transfer Tax.** ☐ **The Local Transfer Tax** of _____% of the Purchase Price must be paid at Closing by
567 ☒ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**.

568 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
569 as community association fees, developer fees and foundation fees, must be paid at Closing by ☒ **None** ☐ **Buyer** ☐ **Seller**
570 ☐ **One-Half by Buyer and One-Half by Seller**. The Private Transfer fee, whether one or more, is for the following
571 association(s): _____ in the total amount of _____% of the Purchase Price or \$_____.
572 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
573 \$None for:
574 ☐ **Water Stock/Certificates** ☐ **Water District**
575 ☐ **Augmentation Membership** ☐ **Small Domestic Water Company** ☐ _____
576 and must be paid at Closing by ☒ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**.

577 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
578 ☒ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**.

579 **16. PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:

580 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
581 year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☐ **Most Recent Mill Levy and**
582 **Most Recent Assessed Valuation**, ☒ **Other** None.

583 **16.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to
584 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of
585 such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must
586 assume Seller's obligations under such Leases.

587 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
588 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred
589 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.
590 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.
591 Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except

592 however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature
593 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association
594 Assessments are currently payable at \$_____ per _____ and that there are no unpaid regular or special assessments against the
595 Property except the current regular assessments and _____. Such assessments are subject to change as provided in the Governing
596 Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing Date** a current Status Letter.

597 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and None.

598 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

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

601 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
602 to Buyer for payment of **\$100** per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time**
603 until possession is delivered.

604

GENERAL PROVISIONS

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

606 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain
607 Time (Standard or Daylight Savings as applicable).

608 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,
609 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
610 federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a
611 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

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

615 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
616 prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of the
617 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
618 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or
619 before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer elect to
620 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
621 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
622 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
623 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
624 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
625 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their
626 attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due
627 to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

628 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication
629 services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged
630 between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement
631 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
632 maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance
633 proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or
634 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before
635 **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or
636 Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the
637 Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that
638 may be purchased and may cover the repair or replacement of such Inclusions.

639 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
640 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
641 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
642 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
643 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
644 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 acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

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

21.1. If Buyer is in Default:

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

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

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

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

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

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

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written

697 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
698 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as
699 satisfactory and waives the Right to Terminate under such provision.

700 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be
701 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

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

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

709 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
710 § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or
711 notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after
712 Closing must be received by the party, not Broker or Brokerage Firm).

713 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer
714 or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of
715 Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or
716 Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

717 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email
718 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to
719 access the documents, or (3) facsimile at the Fax No. of the recipient.

720 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
721 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
722 located in Colorado.

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

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

732

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

733 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
734 Commission.)
735 See attached.

736 **31. ATTACHMENTS.**

737 **31.1.** The following attachments are a part of this Contract:
738 See Addendum

739 **31.2.** The following disclosure forms are attached but are not a part of this Contract:
740 None
741

742

SIGNATURES

743 Buyer's Name: _____ Buyer's Name: _____

Buyer's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Buyer's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

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

Seller's Name: _____

Seller's Name: _____

Seller's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Seller's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

745
746 32. COUNTER; REJECTION. This offer is ☐ Countered ☐ Rejected.
747 Initials only of party (Buyer or Seller) who countered or rejected offer _____

748

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 _____.

Brokerage Firm's Name: _____
Broker's Name: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Broker's Signature _____ Date _____

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.

Broker is working with 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** _____.

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

THIS ADDENDUM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY LEGAL COUNSEL FOR USE BY LOGAN COUNTY, COLORADO

ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

THIS ADDENDUM is attached to and forms an integral part of that certain Contract to Buy and Sell Real Estate (Land) dated October 5, 2021, between Logan County, Colorado, as Seller, and Polymer & Energy Limited, as Buyer. In the event of a conflict between the printed portion of the Contract and this Addendum, this Addendum shall control.

30. Additional Provisions:

(A) REPURCHASE AGREEMENT

Buyer agrees and acknowledges that it initiated a proposal to purchase the Property from Seller for the purpose of developing a thermochemical recycling facility and that Seller has no other reason or intention to sell the Property except for that purpose. Buyer further agrees and acknowledges that Seller desires to reacquire title to the Property if the thermochemical recycling facility is not developed by Seller within a reasonable amount of time.

In further consideration of this Contract for the sale and purchase of the Property, Seller, including its successors or assigns, shall be granted the right but shall not have the obligation, to exercise a conditional option to repurchase the Property for the Purchase Price stated in section 4.1 of this Contract:

(a) If Closing has otherwise occurred and Buyer fails to provide verifiable proof that it has obtained financing and has obtained all permits required by a local, state and/or federal agency which are necessary for the development of the thermochemical recycling facility, within 548 days from the date of this Contract or, if such steps are taken, in the event that Buyer fails to commence construction of the facility within 365 days after all required permits for development of the facility are issued; or

(b) If Closing has occurred and Buyer determines to sell the Property before construction of the thermochemical recycling facility has commenced, in which case, Buyer shall give Seller written notice of its intention to sell.

Seller may exercise its repurchase option by providing written notice to Buyer of its intention to exercise the option within thirty (30) days after the occurrence of any of the conditions described above.

Seller's conditional option to repurchase the Property as stated above may be enforced by an action in specific performance. Buyer acknowledges and agrees that the Purchase Price stated in

section 4.1 of the Contract has been adjusted by prior negotiation and, as such, provides adequate consideration for Buyer's grant of the conditional option to Seller.

(B) NO ASSIGNMENT

Buyer expressly agrees that it may not assign its rights under the Contract and this Addendum without Seller's written consent, which consent may be withheld in Seller's sole and absolute discretion.

(C) NO WARRANTIES

Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (I) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (ii) the income to be derived from the Property; (iii) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon; (iv) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, or (vi) any other matter with respect to the Property. Buyer further acknowledges and agrees that having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller other than as stated in this Contract.

(D) CLOSING DATE

Seller and Buyer acknowledge that Buyer's intended development of the Property for a thermochemical recycling facility is dependent on the issuance of certain permits by state, local and/or federal agencies and that, in the absence of the issuance of such permits, Buyer has no desire to purchase the Property. Therefore, Seller and Buyer agree to condition the occurrence of closing on Buyer's success in obtaining all required permits for development of the facility.

Closing shall occur within 365 days of the execution of this Contract at a date and time to be mutually determined by Seller and Buyer. Buyer shall submit applications for permits necessary for development of the facility within 90 days of the execution of this Contract, and shall provide Seller with documentation of its compliance. If Buyer has not successfully obtained all permits required for development of the facility within 365 days of the execution of this Contract, closing shall be continued to a date and time mutually determined by Seller and Buyer for up to 183 additional days, if Buyer continues to diligently pursue the issuance of the permit(s) in good faith. If all required permits are not obtained within 548 days of the execution of this Contract, this Contract shall terminate.

(E) PRE-CLOSING INSTALLMENT PAYMENTS

After execution of this Contract and prior to closing, Buyer agrees to pay to Seller quarterly installment payments on the Purchase Price, each in the amount of \$4,180.00, on or before the following dates: January 5, 2022; April 5, 2022; and July 5, 2022. Such payments shall be in the form of cashier's check payable to and held by Seller, and shall be considered Earnest Money as defined in Section 4.3 of the Contract.