

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

WOODBRIIDGE GROUP OF COMPANIES,  
LLC, *et al.*,<sup>1</sup>

Debtors.

Case No. 17-12560 (KJC)

(Jointly Administered)

Chapter 11

Ref. Docket Nos. 943, 944, & LL 58

**ORDER (I) AUTHORIZING THE SALE OF 1061 TWO CREEKS DRIVE, SNOWMASS VILLAGE, COLORADO PROPERTY OWNED BY THE DEBTORS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (II) APPROVING RELATED PURCHASE AGREEMENT; AND (III) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors") in these chapter 11 cases (the "Chapter 11 Cases") for entry of an order (i) authorizing the sale (the "Sale") of certain real property owned by the Debtor Clover Basin Investments, LLC (the "Seller") located at 1061 Two Creeks Drive, Snowmass Village, Colorado (the "Land"), together with Seller's right, title, and interest in and to the buildings located thereon and any other improvements and fixtures located thereon (collectively, the "Improvements" and together with the Land, the "Real Property"), and any and all of the Seller's right, title, and interest in and to the tangible personal property and equipment remaining on the Real Property as of the date of the Closing (collectively, the "Personal Property" and, together with the Real Property, the "Property") on an "as is, where is" basis, free

<sup>1</sup> The last four digits of Woodbridge Group of Companies, LLC's federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Blvd #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this information may be obtained on the website of the Debtors' noticing and claims agent at [www.gardencitygroup.com/cases/WGC](http://www.gardencitygroup.com/cases/WGC), or by contacting the undersigned counsel for the Debtors.

<sup>2</sup> Capitalized terms used but not defined herein have the meaning assigned to such terms in the Motion.

and clear of any and all liens, claims, encumbrances, and other interests to John P. Woodruff and Samantha G. Woodruff (together with any assignee, the "Purchaser") pursuant to the terms and conditions of that certain Contract to Buy and Sell Real Estate dated as of February 13, 2018 (as may be amended, supplemented, or otherwise modified from time to time, the "Purchase Agreement") by and between the Seller and the Purchaser, a copy of which is attached as Exhibit 1 hereto; (ii) authorizing and approving the terms of the Purchase Agreement, and (iii) granting certain related relief; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that good and sufficient cause exists for granting the Motion; and upon the record of these Chapter 11 Cases; and it appearing that the relief requested in the Motion is appropriate in the context of these Chapter 11 Cases and in the best interests of the Debtors and their respective estates, their creditors, and all other parties-in-interest; and it appearing that notice of the Motion was adequate and proper under the circumstances of these Chapter 11 Cases, and that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The Purchase Agreement is authorized and approved in its entirety.
3. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Debtors are authorized, in their discretion and in the exercise of their business judgment, to sell the Property pursuant to the Purchase Agreement free and clear of all liens, claims, interests, and encumbrances, to perform all obligations under the Purchase Agreement (including payment of the Broker Fees and the Other Closing Costs out of the proceeds of the Sale), and to take any other reasonable actions that may be necessary in the Debtors' good faith business judgment to

effectuate closing of the Sale, and that any actions taken by the Debtors necessary or desirable to consummate such transactions prior to the entry of this Order are hereby ratified.

4. The Debtors and any intermediary financial institution, title company, and closing attorney participating in the closings of the Sale are authorized to transfer title and deed property, and take any other actions as may be necessary to transfer ownership of the Property to the Purchaser.

5. All persons and entities holding liens, claims, interests or encumbrances with respect to the Property are hereby barred from asserting such Interests against the Purchaser, its successors or assigns, or the Property.

6. All proceeds of the Sale (net of the Broker Fees and Other Closing Costs) shall be paid to the Debtors into the general account of Debtor Woodbridge Group of Companies, LLC, and such net proceeds shall be disbursed and otherwise treated by the Debtors in accordance with the *Final Order on Debtors' Motion for Entry of Interim and Final Orders (I) Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 507, and 552 Authorizing Debtors to (A) Obtain Postpetition Secured Financing, (B) Use Cash Collateral, (C) Grant Adequate Protection to Prepetition Secured Parties; (II) Modifying the Automatic Stay; (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(B) and 4001(C); and (IV) Granting Related Relief (the "Final DIP Order")*; provided, however, that the portion of net proceeds not required to be reserved by the Debtors pursuant to the Final DIP Order, *i.e.*, 80% of the net proceeds of the Sale, shall be used by the Debtors to retire third-party secured debt on real property owned by a Debtor entity.

7. The Debtors are authorized and empowered to (i) pay the Purchaser's Broker Fee to the Purchaser's Broker in an amount up to 3% of the gross sale proceeds, and (ii) pay the Seller's Broker Fee to Sotheby's in an amount up to 3% of the gross sale proceeds.

8. The Purchase Agreement is undertaken by the Debtors and Purchaser in good faith and that, pursuant to Bankruptcy Code § 363(m), the reversal or modification on appeal of any sale consummated pursuant to the terms of this Order shall not affect the validity of such sale unless such sale was stayed pending appeal.

9. Filing of a copy of this Order in the county in which the Property is situated may be relied upon by all title insurers in order to issue title insurance policies on the Property.

10. Any title insurer, escrow agent, or other intermediary participating in a closing of the Sale of the Property is authorized to disburse all funds at the closing of the Sale pursuant to the applicable settlement statement or escrow instructions provided by the parties to such Sale.

11. The Debtors shall be authorized and empowered to take any necessary actions to implement and effectuate the terms of this Order.

12. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry notwithstanding any applicability of Bankruptcy Rule 6004(h).

13. The terms and provisions of this Order and any actions taken pursuant hereto shall (i) survive entry of any order converting the Debtors' cases to chapter 7 or dismissing the Debtors' cases (or any of them), and (ii) continue in this or any superseding case under the Bankruptcy Code of any of the Debtors.

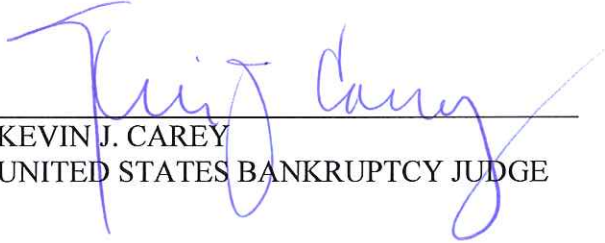
14. The provisions of this Order shall be binding upon the Debtors and their successors and assigns, including, without limitation, any trustee or other fiduciary hereafter appointed as legal representative of the Debtors or with respect to property of the estates of the

Debtors, whether under chapter 11 of the Bankruptcy Code, any confirmed plan, or any subsequent chapter 7 case.

15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such motion and to have satisfied Bankruptcy Rule 6004(a).

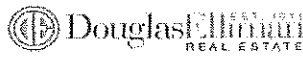
16. This Court shall retain jurisdiction and power with respect to all matters arising from or related to the interpretation and implementation of this Order.

Dated: May 1, 2018  
Wilmington, Delaware

  
\_\_\_\_\_  
KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Purchase Agreement**



**Douglas Elliman Real Estate**  
Stacey K. Kelly rkteam@elliman.com  
Ph: 970.948.4694 Fax: (970) 300-0200

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBSI-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  
(RESIDENTIAL)**

Date: 2/13/2018

**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, *John P. Woodruff and Samantha G. Woodruff*, will take title to the Property described below as

Joint Tenants  Tenants In Common  Other TBD 5 days prior to closing.

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

**2.3. Seller.** Seller, *CLOVER BASIN INVESTMENTS LLC*, is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of *Pitkin*, Colorado:

**TWO CREEKS (EAST VILLAGE) SUBDIVISION, Lot: 41**

known as No. *1061 Two Creeks Drive, Snowmass Village, CO 81615*,

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

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

**2.5.1. Inclusions - Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including any remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**):  None  Solar Panels  Water Softeners  Security Systems  Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

**2.5.2. Inclusions - Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

**2.5.3. Personal Property - Conveyance.** Any personal property must be conveyed at Closing by

71 Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and  
 72 encumbrances, except **none**.

73 Conveyance of all personal property will be by bill of sale or other applicable legal instrument.  
 74

75 **2.5.4. Other Inclusions.** The following items, whether fixtures or personal property, are also  
 76 included in the Purchase Price: **Property to be sold furnished including all items on the premises**  
 77 **as of mutual execution of contract. Attached is a partial furnishing inventory that will be**  
 78 **updated prior to due diligence document delivery deadline and be included in the bill of sale.**

79 **2.5.5. Parking and Storage Facilities.**  Use Only  Ownership of the following parking  
 80 facilities: **those appurtenant to said Property;** and  Use Only  Ownership of the following storage  
 81 facilities:  
 82 **those appurtenant to said Property..**

83 **2.6. Exclusions.** The following items are excluded (Exclusions): **none.**

84 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

85  **2.7.1. Deeded Water Rights.** The following legally described water rights:  
 86 **none**

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

88  **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in  
 89 §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing: **none**

90  **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well.  
 91 Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water  
 92 Well," used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in  
 93 Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water  
 94 Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing  
 95 well form for the well and pay the cost of registration. If no person will be providing a closing service in  
 96 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The  
 97 Well Permit # is **n/a.**

98  **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are  
 99 as follows: **none**

100 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other  
 101 Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey  
 102 such rights to Buyer by executing the applicable legal instrument at Closing.  
 103  
 104  
 105  
 106  
 107  
 108  
 109  
 110  
 111  
 112  
 113  
 114  
 115

116 **3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	<b>7 business days after MEC</b>
		<b>Title</b>	
2	§ 8.1	Record Title Deadline	<b>14 days after MEC</b>
3	§ 8.2	Record Title Objection Deadline	<b>21 days after MEC</b>
4	§ 8.3	Off-Record Title Deadline	<b>14 days after MEC</b>
5	§ 8.3	Off-Record Title Objection Deadline	<b>21 days after MEC</b>
6	§ 8.4	Title Resolution Deadline	<b>28 days after MEC</b>
7	§ 8.6	Right of First Refusal Deadline	<b>n/a</b>
		<b>Owners' Association</b>	
8	§ 7.3	Association Documents Deadline	<b>14 days after MEC</b>
9	§ 7.4	Association Documents Objection Deadline	<b>21 days after MEC</b>
		<b>Seller's Property Disclosure</b>	
10	§ 10.1	Seller's Property Disclosure Deadline	<b>14 days after MEC</b>



141		<b>Loan and Credit</b>		
142	11	§ 5.1	Loan Application Deadline	n/a
143	12	§ 5.2	Loan Objection Deadline	n/a
144	13	§ 5.3	Buyer's Credit Information Deadline	n/a
145	14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
146	15	§ 5.4	Existing Loan Documents Deadline	n/a
147	16	§ 5.4	Existing Loan Documents Objection Deadline	n/a
148	17	§ 5.4	Loan Transfer Approval Deadline	n/a
149	18	§ 4.7	Seller or Private Financing Deadline	n/a
150		<b>Appraisal</b>		
151	19	§ 6.2	Appraisal Deadline	n/a
152	20	§ 6.2	Appraisal Objection Deadline	n/a
153	21	§ 6.2	Appraisal Resolution Deadline	n/a
154		<b>Survey</b>		
155	22	§ 9.1	New ILC or New Survey Deadline	21 days after MEC
156	23	§ 9.3	New ILC or New Survey Objection Deadline	28 days after MEC
157	24	§ 9.4	New ILC or New Survey Resolution Deadline	30 days after MEC
158		<b>Inspection and Due Diligence</b>		
159	25	§ 10.3	Inspection Objection Deadline	21 days after MEC
160	26	§ 10.3	Inspection Resolution Deadline	28 days after MEC
161	27	§ 10.5	Property Insurance Objection Deadline	21 days after MEC
162	28	§ 10.6	Due Diligence Documents Delivery Deadline	14 days after MEC
163	29	§ 10.6	Due Diligence Documents Objection Deadline	21 days after MEC
164	30	§ 10.6	Due Diligence Documents Resolution Deadline	28 days after MEC
165	31	§ 10.7	Conditional Sale Deadline	n/a
166		<b>Closing and Possession</b>		
167	32	§ 12.3	Closing Date	45 days after MEC
168	33	§ 17	Possession Date	at Closing
169	34	§ 17	Possession Time	at Closing
170	35	§ 28	Acceptance Deadline Date	2/15/2018 Thursday
171	36	§ 28	Acceptance Deadline Time	5:00 PM
172	37	30.	Attorney Review-Both Parties	5 business days after MEC
173	38			

**Note:** If FHA or VA loan boxes are checked in § 4.5.3 (Loan Limitations), the **Appraisal** deadlines do **Not** apply to FHA insured or VA guaranteed loans.

**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.

211 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as  
 212 follows:  
 213  
 214

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	<b>\$9,550,000.00</b>	
2	§ 4.3	Earnest Money		<b>\$500,000.00</b>
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7				
8				
9	§ 4.4	Cash at Closing		<b>\$9,050,000.00</b>
10		<b>TOTAL</b>	<b>\$9,550,000.00</b>	<b>\$9,550,000.00</b>

232  
 233 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ **none** (Seller Concession). The  
 234 Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is  
 235 allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure, at Closing.  
 236 Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's  
 237 closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge,  
 238 expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer  
 239 elsewhere in this Contract.  
 240

241  
 242 **4.3. Earnest Money.** The Earnest Money set forth in this section, in the form of a **wire**  
 243 **transfer**, will be payable to and held by **Land Title with Basalt** (Earnest Money Holder), in its trust account,  
 244 on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract  
 245 unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties  
 246 authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if  
 247 any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money  
 248 deposits transferred to a fund established for the purpose of providing affordable housing to Colorado  
 249 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited  
 250 with the Earnest Money Holder in this transaction will be transferred to such fund.  
 251

252 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest  
 253 Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money**  
 254 **Deadline**.  
 255

256 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely  
 257 terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is  
 258 terminated as set forth in § 25 and, except as provided in § 24, if the Earnest Money has not already been  
 259 returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker  
 260 working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of  
 261 Seller's receipt of such form.  
 262

263 **4.4. Form of Funds; Time of Payment; Available Funds.**

264 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan  
 265 proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws,  
 266 including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good  
 267 Funds).  
 268

269 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be  
 270 paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow  
 271 disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer  
 272 represents that Buyer, as of the date of this Contract,  **Does**  **Does Not** have funds that are immediately  
 273 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.  
 274

275 **4.5. New Loan.** (Omitted as inapplicable)  
 276  
 277  
 278  
 279  
 280

281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350

4.6. **Assumption.** (Omitted as inapplicable)

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

<b>TRANSACTION PROVISIONS</b>
-------------------------------

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

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

5.4. **Existing Loan Review.** (Omitted as inapplicable)

6. **APPRAISAL PROVISIONS.**

**6.1. 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**.

**6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than \$ *n/a*. The purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy himself/herself that the price and condition of the Property are acceptable.

**6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

**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

351 this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter  
 352 into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been  
 353 completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.  
 354

355 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be  
 356 timely paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser,  
 357 appraisal management company, lender's agent or all three.  
 358

359  
 360 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a  
 361 Common Interest Community and subject to such declaration.  
 362

363 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A  
 364 COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.  
 365 THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'  
 366 ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND  
 367 REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND  
 368 REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,  
 369 INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES  
 370 NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND  
 371 POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS  
 372 OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY  
 373 WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE  
 374 ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN  
 375 THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF  
 376 MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION  
 377 FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.  
 378  
 379

380 **7.2. Owners' Association Documents.** Owners' Association Documents (Association  
 381 Documents) consist of the following:  
 382

383 **7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of  
 384 organization, operating agreements, rules and regulations, party wall agreements;  
 385

386 **7.2.2.** Minutes of most recent annual owners' meeting;  
 387

388 **7.2.3.** Minutes of any directors' or managers' meetings during the six-month period  
 389 immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent  
 390 minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3, collectively, Governing Documents); and  
 391

392 **7.2.4.** The most recent financial documents which consist of: (1) annual and most recent  
 393 balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve  
 394 study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).  
 395

396 **7.3. Association Documents to Buyer.**  
 397

398 **7.3.1. Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the  
 399 Association Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller  
 400 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's  
 401 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents,  
 402 regardless of who provides such documents.  
 403

404 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents.  
 405 Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline**,  
 406 based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective  
 407 discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer,  
 408 at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on  
 409 or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the  
 410 Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller  
 411 after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does  
 412 not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association  
 413 Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the  
 414 provisions of § 8.6 (Right of First Refusal or Contract Approval).  
 415  
 416  
 417  
 418  
 419  
 420

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

422 **8.1. Evidence of Record Title.**

423  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the  
 424 title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record**  
 425 **Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title  
 426 Commitment), in an amount equal to the Purchase Price, or if this box is checked,  an **Abstract of Title**  
 427 certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as  
 428 soon as practicable at or after Closing.  
 429

430  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the  
 431 title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record**  
 432 **Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title  
 433 Commitment), in an amount equal to the Purchase Price.  
 434

435 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.  
 436

437 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not**  
 438 contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete  
 439 or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements,  
 440 (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time  
 441 of commitment to the date and time the deed is recorded), and (6) unpaid taxes, assessments and  
 442 unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid  
 443 by  **Buyer**  **Seller**  **One-Half by Buyer and One-Half by Seller**  **Other** .  
 444

445 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or  
 446 delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require  
 447 a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance  
 448 Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.4 (Right to Object to Title,  
 449 Resolution).  
 450

451 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,  
 452 declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other  
 453 documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in  
 454 the Title Commitment furnished to Buyer (collectively, Title Documents).  
 455

456 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**,  
 457 copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of  
 458 the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the  
 459 documents required in this Section will be at the expense of the party or parties obligated to pay for the  
 460 owner's title insurance policy.  
 461

462 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title  
 463 covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**  
 464 **Deadline**.  
 465

466 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title  
 467 Commitment and any of the Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or  
 468 before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or  
 469 content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title  
 470 condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are  
 471 not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title  
 472 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title  
 473 Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such  
 474 documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2)  
 475 any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title  
 476 Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2  
 477 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4 (Right to Object to  
 478 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required  
 479 by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title  
 480 Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the  
 481 Abstract of Title, Title Commitment and Title Documents as satisfactory.  
 482  
 483  
 484  
 485  
 486  
 487  
 488  
 489  
 490

491 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true  
 492 copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all  
 493 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or  
 494 other title matters (including, without limitation, rights of first refusal and options) not shown by public records,  
 495 of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to  
 496 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded  
 497 easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection  
 498 of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding §  
 500 8.2 and § 13), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title**  
 501 **Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer  
 502 has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record  
 503 Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3  
 504 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in §  
 505 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title  
 506 Objection by the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third  
 507 parties of which Buyer has actual knowledge.

511 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is  
 512 not limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in  
 513 Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline,  
 514 Buyer has the following options:

515 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any  
 516 title matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not  
 517 agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on  
 518 the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's  
 519 Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to  
 520 Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title  
 521 Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after  
 522 receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the  
 523 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after  
 524 Buyer's receipt of the applicable documents; or

525 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under  
 526 § 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective  
 527 discretion.

528 **8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL**  
 529 **OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**  
 530 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS**  
 531 **MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF**  
 532 **SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO**  
 533 **DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS**  
 534 **SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY**  
 535 **CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE**  
 536 **PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY**  
 537 **COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.**

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

541 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property  
 542 or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and  
 543 conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to  
 544 approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or  
 545 expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly  
 546 notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this  
 547 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

561 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and  
 562 should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the  
 563 title, ownership and use of the Property, including, without limitation, boundary lines and encroachments,  
 564 set-back requirements, area, zoning, building code violations, unrecorded easements and claims of  
 565 easements, leases and other unrecorded agreements, water on or under the Property, and various laws and  
 566 governmental regulations concerning land use, development and environmental matters.  
 567

568 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
 569 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND**  
 570 **TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE**  
 571 **MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS,**  
 572 **OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE**  
 573 **PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE**  
 574 **PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**  
 575

576 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**  
 577 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**  
 578 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE**  
 579 **COUNTY CLERK AND RECORDER.**  
 580

581 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**  
 582 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,**  
 583 **WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,**  
 584 **PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING**  
 585 **FACILITIES.**  
 586

587 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
 588 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,**  
 589 **INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE**  
 590 **COLORADO OIL AND GAS CONSERVATION COMMISSION.**  
 591

592 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be  
 593 excepted, excluded from, or not covered by the owner's title insurance policy.  
 594

595 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such  
 596 matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and  
 597 **Off-Record Title Objection Deadline**).  
 598

600  
 601  
 602 **9. NEW ILC, NEW SURVEY.**  
 603

604 **9.1. New ILC or New Survey.** If the box is checked, a  **New Improvement Location Certificate**  
 605 **(New ILC)  New Survey** in the form of **ALTA Survey as described in Section 30.** is required and the  
 606 following will apply:  
 607

608 **9.1.1. Ordering of New ILC or New Survey.**  **Seller**  **Buyer** will order the New ILC or New  
 609 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,  
 610 certified and updated as of a date after the date of this Contract.  
 611

612 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be  
 613 paid, on or before Closing, by:  **Seller**  **Buyer** or:  
 614

615 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or  
 616 the provider of the opinion of title if an Abstract of Title), and **Buyer's Agent and Attorney** will receive a  
 617 New ILC or New Survey on or before **New ILC or New Survey Deadline**.  
 618

619 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by  
 620 the surveyor to all those who are to receive the New ILC or New Survey.  
 621

622 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a  
 623 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or  
 624 change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion,  
 625 waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.  
 626

627 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the **New ILC or**  
 628 **New Survey**. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in  
 629 Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**,  
 630

631 notwithstanding § 8.3 or § 13:

632 **9.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

633 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that  
634 was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires  
635 Seller to correct.

636  
637 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received  
638 by Seller, on or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed  
639 in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will  
640 terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's  
641 written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before  
642 expiration of **New ILC or New Survey Resolution Deadline**.  
643  
644

645  
646 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**  
647

648  
649 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE, BUYER**  
650 **DISCLOSURE AND SOURCE OF WATER.**  
651

652 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller  
653 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's  
654 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of  
655 this Contract.  
656

657 **10.2. Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent  
658 defects actually known by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as  
659 otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an  
660 "As Is" condition, "Where Is" and "With All Faults."  
661

662 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right  
663 to have inspections (by one or more third parties, personally or both) of the Property and Inclusions  
664 (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the  
665 roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of  
666 the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and  
667 communication services), systems and components of the Property (e.g., heating and plumbing), (4) any  
668 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise  
669 (whether on or off the Property) and its effect or expected effect on the Property or its occupants is  
670 unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Inspection Objection Deadline:**  
671

672 **10.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

673 **10.3.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory  
674 physical condition that Buyer requires Seller to correct.

675  
676 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before  
677 **Inspection Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on  
678 or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline**  
679 unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or  
680 before expiration of **Inspection Resolution Deadline**.  
681

682 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other  
683 written agreement between the parties, is responsible for payment for all inspections, tests, surveys,  
684 engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that  
685 occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any  
686 kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold  
687 Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any  
688 such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by  
689 Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including  
690 Seller's reasonable attorney fees, legal fees and expenses. The provisions of this section survive the  
691 termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection  
692 Resolution.  
693

694 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of  
695  
696  
697  
698  
699  
700



701 and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or  
 702 before **Property Insurance Objection Deadline**, based on any unsatisfactory provision of the Property  
 703 Insurance, in Buyer's sole subjective discretion.  
 704

705 **10.6. Due Diligence.**

706 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver  
 707 copies of the following documents and information pertaining to the Property (Due Diligence Documents) to  
 708 Buyer on or before **Due Diligence Documents Delivery Deadline**:  
 709

710  **10.6.1.1.** All current leases, including any amendments or other occupancy  
 711 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the  
 712 Property that survive Closing are as follows (Leases): none

713  **10.6.1.2.** Other documents and information:  
 714 *any warranties and manuals for appliances and/or fixtures; a list of the vendors used for*  
 715 *building the property, including contact details; any warranties on any materials (e.g. roofing*  
 716 *materials).*  
 717

718 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and  
 719 object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are  
 720 unsatisfactory in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**  
 721 **Objection Deadline**:  
 722

723 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated;  
 724  
 725 or  
 726

727 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description  
 728 of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.  
 729

730 **10.6.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is  
 731 received by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have  
 732 not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**,  
 733 this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives  
 734 Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or  
 735 before expiration of **Due Diligence Documents Resolution Deadline**.  
 736

737 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of  
 738 that certain property owned by Buyer and commonly known as n/a. Buyer has the Right to Terminate under §  
 739 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if  
 740 such property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller  
 741 does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right  
 742 to Terminate under this provision.  
 743

744 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer  
 745  Does  Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of  
 746 Water Addendum disclosing the source of potable water for the Property.  There is No Well. Buyer  Does  
 747  Does Not acknowledge receipt of a copy of the current well permit.  
 748

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

753 **10.9. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired  
 754 heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for  
 755 sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the  
 756 Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each  
 757 Bedroom or in a location as required by the applicable building code.  
 758

759 **10.10. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or  
 760 more residential dwellings for which a building permit was issued prior to January 1, 1978, this Contract is void  
 761 unless (1) a completed Lead-Based Paint Disclosure (Sales) form is signed by Seller, the required real estate  
 762 licensees and Buyer, and (2) Seller receives the completed and fully executed form prior to the time when this  
 763 Contract is signed by all parties. Buyer acknowledges timely receipt of a completed Lead-Based Paint  
 764 Disclosure (Sales) form signed by Seller and the real estate licensees.  
 765

766 **10.11. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever  
 767  
 768  
 769  
 770

771 manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose  
 772 such fact. No disclosure is required if the Property was remediated in accordance with state standards and  
 773 other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S. Buyer further acknowledges that Buyer has  
 774 the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used  
 775 as a methamphetamine laboratory. Buyer has the Right to Terminate under § 25.1, upon Seller's receipt of  
 776 Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test  
 777 results that indicate the Property has been contaminated with methamphetamine, but has not been remediated  
 778 to meet the standards established by rules of the State Board of Health promulgated pursuant to §  
 779 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.  
 780  
 781  
 782

783  
 784 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**  
 785  
 786

**CLOSING PROVISIONS**

787  
 788  
 789  
 790 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

791 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing  
 792 Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and  
 793 Seller and their designees. If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges  
 794 Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents  
 795 and financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information  
 796 and documents required by Closing Company that will be necessary to complete this transaction. Buyer and  
 797 Seller will sign and complete all customary or reasonably required documents at or before Closing.  
 798

799 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are  
 800 Not executed with this Contract.  
 801

802 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the  
 803 date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing  
 804 will be as designated by buyer, seller and title company.  
 805

806 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent  
 807 of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title  
 808 companies).  
 809

810  
 811 **13. TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by  
 812 Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient  
 813 special warranty deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the  
 814 general taxes for the year of Closing. Except as provided herein, title will be conveyed free and clear of all  
 815 liens, including any governmental liens for special improvements installed as of the date of Buyer's signature  
 816 hereon, whether assessed or not. Title will be conveyed subject to:  
 817

818 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the  
 819 Title Documents accepted by Buyer in accordance with **Record Title**,  
 820

821 **13.2.** Distribution utility easements (including cable TV),  
 822

823 **13.3.** Those specifically described rights of third parties not shown by the public records of which  
 824 Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New**  
 825 **ILC or New Survey**,  
 826

827 **13.4.** Inclusion of the Property within any special taxing district, and  
 828

829 **13.5.** Any special assessment if the improvements were not installed as of the date of Buyer's  
 830 signature hereon, whether assessed prior to or after Closing, and  
 831

832 **13.6.** Other .  
 833

834 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before  
 835 Closing from the proceeds of this transaction or from any other source.  
 836

837  
 838 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**  
 839  
 840

841 15.1. **Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs  
 842 and all other items required to be paid at Closing, except as otherwise provided herein.

843 15.2. **Closing Services Fee.** The fee for real estate closing services must be paid at Closing  
 844 by  Buyer  Seller  One-Half by Buyer and One-Half by Seller  
 845  Other .

846 15.3. **Status Letter and Record Change Fees.** Any fees incident to the issuance of  
 847 Association's statement of assessments (Status Letter) must be paid by  None  Buyer  Seller  
 848  One-Half by Buyer and One-Half by Seller. Any record change fee assessed by the Association including,  
 849 but not limited to, ownership record transfer fees regardless of name or title of such fee (Association's Record  
 850 Change Fee) must be paid by  None  Buyer  Seller  One-Half by Buyer and One-Half by  
 851 Seller.

852 15.4. **Local Transfer Tax.**  The Local Transfer Tax of 1.0 % of the Purchase Price must be  
 853 paid at Closing by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

854 15.5. **Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property,  
 855 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at  
 856 Closing by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller. The Private Transfer  
 857 fee, whether one or more, is for the following association(s): Two Creeks Homeowners Association  
 858 in the total amount of 0% of the Purchase Price or \$ 0.

859 15.6. **Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of  
 860 this Contract, do not exceed \$ 0 for:

861  Water Stock/Certificates  Water District  
 862  Augmentation Membership  Small Domestic Water Company  and must be paid at Closing by   
 863 None  Buyer  Seller  One-Half by Buyer and One-Half by Seller

864 15.7. **Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction  
 865 must be paid when due by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

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

867 16.1. **Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and  
 868 general real estate taxes for the year of Closing, based on  Taxes for the Calendar Year Immediately  
 869 Preceding Closing  Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any  
 870 applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or  Other .

871 16.2. **Rents.** Rents based on  Rents Actually Received  Accrued. At Closing, Seller will  
 872 transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful  
 873 deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller  
 874 must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such  
 875 Leases.

876 16.3. **Association Assessments.** Current regular Association assessments and dues  
 877 (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the  
 878 regular Association Assessments for deferred maintenance by the Association will not be credited to Seller  
 879 except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be  
 880 obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special  
 881 assessment assessed prior to **Closing Date** by the Association will be the obligation of  Buyer  Seller.  
 882 Except however, any special assessment by the Association for improvements that have been installed as of  
 883 the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller.  
 884 Seller represents that the Association Assessments are currently payable at approximately \$ 1,115 per  
 885 year and that there are no unpaid regular or special assessments against the Property except the current  
 886 regular assessments and **none**. Such assessments are subject to change as provided in the Governing  
 887 Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing Date** a  
 888 current Status Letter.

889 16.4. **Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and  
 890 **Snowmass Waste Fee.**

891 16.5. **Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

911 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at  
 912 **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.  
 913  
 914

915 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and  
 916 will be additionally liable to Buyer for payment of \$ 2000.00 per day (or any part of a day notwithstanding §  
 917 18.1) from **Possession Date** and **Possession Time** until possession is delivered.  
 918

919 Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the  
 920 following box is checked, then Buyer  **Does Not** represent that Buyer will occupy the Property as Buyer's  
 921 principal residence.  
 922

923  If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.  
 924  
 925

926 **GENERAL PROVISIONS**  
 927

928  
 929 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

930 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United  
 931 States Mountain Time (Standard or Daylight Savings as applicable).  
 932

933 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending  
 934 date is not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any  
 935 deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline  **Will**   
 936 **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be  
 937 checked, the deadline will not be extended.  
 938  
 939

940  
 941 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION;  
 942 AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be  
 943 delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.  
 944

945 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other  
 946 perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price  
 947 (Property Damage), and if the repair of the damage will be paid by insurance (other than the deductible to be  
 948 paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to  
 949 repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing**  
 950 **Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer  
 951 elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all  
 952 insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the  
 953 Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may  
 954 not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing,  
 955 the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the  
 956 option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's  
 957 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the  
 958 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller  
 959 has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of  
 960 any deductible that applies to the insurance claim.  
 961

962 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and  
 963 communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or  
 964 plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is  
 965 earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size,  
 966 age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such  
 967 Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by  
 968 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or  
 969 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under §  
 970 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair  
 971 or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives  
 972 such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller and Buyer  
 973  
 974  
 975  
 976  
 977  
 978  
 979  
 980

981 are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the  
 982 repair or replacement of such Inclusions.

983 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending  
 984 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly  
 985 notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or  
 986 before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer  
 987 elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is  
 988 entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of  
 989 the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the  
 990 Purchase Price.  
 991

992 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to  
 993 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions  
 994 complies with this Contract.  
 995

996 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller  
 997 acknowledge that the respective broker has advised that this Contract has important legal consequences and  
 998 has recommended the examination of title and consultation with legal and tax or other counsel before signing  
 999 this Contract.  
 1000

1001 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines  
 1002 in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including  
 1003 Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as  
 1004 provided in this Contract or waived, the non-defaulting party has the following remedies:  
 1005

1006 **21.1. If Buyer is in Default:**

1007  **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest  
 1008 Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest  
 1009 Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such  
 1010 additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force  
 1011 and effect and Seller has the right to specific performance or damages, or both.  
 1012

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

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

1026 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event  
 1027 of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must  
 1028 award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and  
 1029 expenses.  
 1030

1031 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not  
 1032 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties  
 1033 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot  
 1034 impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to  
 1035 the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the  
 1036 cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute  
 1037 is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the  
 1038  
 1039  
 1040  
 1041  
 1042  
 1043  
 1044  
 1045  
 1046  
 1047  
 1048  
 1049  
 1050

1051 other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section  
 1052 prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the  
 1053 date of written notice requesting mediation. This section will not alter any date in this Contract, unless  
 1054 otherwise agreed.  
 1055  
 1056

1057 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must  
 1058 release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In  
 1059 the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the  
 1060 Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any  
 1061 proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of  
 1062 competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and reasonable attorney and  
 1063 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money  
 1064 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the  
 1065 case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the  
 1066 parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money  
 1067 Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest  
 1068 Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the  
 1069 obligation of **Mediation**. This Section will survive cancellation or termination of this Contract.  
 1070  
 1071  
 1072  
 1073  
 1074

1075 **25. TERMINATION.**

1076 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to  
 1077 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to  
 1078 Terminate), provided such written notice was received on or before the applicable deadline specified in this  
 1079 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right  
 1080 to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to  
 1081 Terminate under such provision.  
 1082  
 1083  
 1084

1085 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received  
 1086 hereunder will be returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23  
 1087 and 24.  
 1088  
 1089

1090 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and  
 1091 specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any  
 1092 prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this  
 1093 Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or  
 1094 enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its  
 1095 terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a  
 1096 Party receives the predecessor's benefits and obligations of this Contract.  
 1097  
 1098  
 1099

1100 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

1101 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing,  
 1102 except as provided in § 27.2, and is effective when physically received by such party, any individual named in  
 1103 this Contract to receive documents or notices for such party, the Broker, or Brokerage Firm of Broker working  
 1104 with such party (except any notice or delivery after Closing must be received by the party, not Broker or  
 1105 Brokerage Firm).  
 1106  
 1107

1108 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in  
 1109 electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for  
 1110 such party, the Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after  
 1111 Closing must be received by the party; not Broker or Brokerage Firm) at the electronic address of the recipient  
 1112 by facsimile, email or ***other agreed upon between Buyer and Seller.***  
 1113  
 1114

1115 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email  
 1116 at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives  
 1117 the information necessary to access the documents, or (3) facsimile at the Fax No. of the recipient.  
 1118  
 1119

1120 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed

1121 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a  
 1122 contract in Colorado for real property located in Colorado.  
 1123

1124  
 1125 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing,  
 1126 by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such  
 1127 acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If  
 1128 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be  
 1129 executed by each party, separately, and when each party has executed a copy thereof, such copies taken  
 1130 together are deemed to be a full and complete contract between the parties.  
 1131  
 1132

1133  
 1134 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith  
 1135 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**  
 1136 **Conditions and Obligations, Title Insurance, Record Title and Off-Record Title, New ILC, New Survey**  
 1137 **and Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence, Buyer Disclosure and**  
 1138 **Source of Water.**  
 1139  
 1140

1141  
 1142 **ADDITIONAL PROVISIONS AND ATTACHMENTS**  
 1143

1144  
 1145 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the  
 1146 Colorado Real Estate Commission.)

1147 **1. § 2.1. BUYER.** *Buyer may designate or re-designate the form of tenancy in the Closing*  
 1148 *Instructions. Failure to designate shall not constitute a default and authorizes the Closing*  
 1149 *Company to utilize the selection in § 2.1, or if none is selected, to indicate Tenants In Common*  
 1150 *in equal proportions.*  
 1151

1152  
 1153  
 1154 **2. § 2.2. No Assignability.** *This section will be deleted and the following put in its place:*  
 1155 *ASSIGNABILITY. Buyer shall be entitled to take title to the Property in the name of any one or*  
 1156 *more designated individuals or entities or trusts which Buyer will be a member of such*  
 1157 *entity/trust, but Buyer shall make any such selection(s) in a timely fashion so as not to delay*  
 1158 *Closing.*  
 1159

1160  
 1161  
 1162 **3. § 2.5. INCLUSIONS.** *Unless explicitly excluded by § 2.6 or another provision of this Contract,*  
 1163 *or unless Buyer and Seller agree otherwise in a settlement of an Inspection Objection or other*  
 1164 *subsequent amendment of this Contract, all carbon monoxide alarms on the Property on the*  
 1165 *date of this Contract (whether plugged into an outlet, wired into the electrical system, or*  
 1166 *otherwise located on or attached to the Property on such date) are part of the Inclusions to be*  
 1167 *transferred to Buyer.*  
 1168

1169  
 1170  
 1171  
 1172 **4. § 4.3. EARNEST MONEY.** *The Earnest Money Holder is hereby authorized and instructed to*  
 1173 *place the Earnest Money into an interest-bearing account at a federally insured bank or*  
 1174 *financial institution in the name of Buyer using Buyer's Federal ID Number, and all interest*  
 1175 *thereon shall be treated as additional Earnest Money.*  
 1176

1177  
 1178  
 1179 **5. § 10.6. DUE DILIGENCE DOCUMENTS.** *The Due Diligence Documents to be delivered by*  
 1180 *Seller to Buyer on or before the Due Diligence Documents Delivery Deadline pursuant to § 10.6*  
 1181 *shall include copies of any of the following, to the extent the following exist and are in Seller's*  
 1182 *possession: utility bills and property tax statements relating to the Property for the last 12*  
 1183 *months; architectural drawings, blueprints, as-built construction plans and any other plans or*  
 1184 *specifications regarding any improvements on or to the Property; certificate(s) of occupancy*  
 1185 *or other governmental approval(s) regarding any improvements on or to the Property;*  
 1186 *warranties, manuals, instructional brochures or similar materials relating to the Property or*  
 1187  
 1188  
 1189  
 1190

1191 *Inclusions, or their use, operation or maintenance; inspection, soil, drainage, percolation and*  
 1192 *similar reports relating to the Property.*  
 1193  
 1194

1195 **6. § 19. CAUSES OF LOSS, INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND**  
 1196 **INCLUSIONS AND WALK-THROUGH.** *Seller shall maintain any yard and landscaping on the*  
 1197 *Property and deliver the same in the condition existing on the date of this Contract. If a*  
 1198 *dwelling or other structure exists on the Property, Seller shall deliver the Property in “Maid*  
 1199 *Clean” Condition. “Maid Clean” is defined as: all carpets professionally cleaned; all*  
 1200 *appliances professionally cleaned; all floors mopped and/or vacuumed; all bathroom fixtures,*  
 1201 *tubs and showers professionally cleaned; all windows professionally cleaned; all walls*  
 1202 *patched where artwork was removed and painted to match; and all trash and personal*  
 1203 *property removed (except Inclusions to be transferred with the property). Buyer’s rights under*  
 1204 *§ 19.4 include, without limitation, the right to inspect the Property and Inclusions to insure*  
*Seller’s compliance with this provision. In the event the condition of the Property has*  
*substantially changed, Seller shall fix said items prior to closing or escrow twice the amount*  
*of the estimated repairs, as determined by an independent general contractor until such*  
*repairs are completed.*

**7. FEDERAL AND COLORADO WITHHOLDING.** *Buyer and Seller shall comply with the*  
*requirements of the Foreign Investment in Real Property Tax Act (FIRPTA) and the Withholding*  
*on Transfers of Colorado Real Property law, which may entail withholding of a percentage of*  
*the sales price on non-exempt transactions.*

**8. § 27.2. ELECTRONIC DELIVERY.** *If Notice is delivered via E-mail, Party delivering said*  
*Notice shall call other party to confirm receipt of same.*

**9. § 9. NEW ILC, NEW SURVEY.** *Seller(s), at his expense, shall provide Buyer(s) with a*  
*boundary and improvement survey of the Property prepared from an on-the-ground inspection*  
*by a surveyor registered in the State of Colorado, which surveyor shall appropriately locate all*  
*boundary corners of the Property. Such survey shall contain:*

- a) The correct legal description of the Property by platted lot description if the Property is*  
*platted, otherwise by metes and bounds description;*
- b) All property dimensions of the Property and the location of all boundary corners of the*  
*Property;*
- c) The number of acres contained within the Property;*
- d) The location of any and all easements, water courses, and rights-of-way which are revealed*  
*by a physical inspection of the Property or the commitment and showing the recording*  
*information for any easement or right-of-way created by a recorded instrument;*
- e) The location of any and all improvements located on, under, or encroaching onto the*  
*Property including but not limited to any and all buildings, sidewalks, driveways, paved*  
*parking areas, roads, poles, overhead and underground power lines, fences, and shall also*  
*depict all setback requirements applicable to the Property; and*
- f) The location of the building envelope on the Property (which building envelope shall also be*  
*staked, if applicable).*

*It shall be considered a defect in title hereunder if any improvement located on the Property*  
*encroaches upon adjacent lands or if any improvements on adjacent lands encroach on the*  
*Property.*

**10. LEGAL REVIEW BY EACH PARTY.** *Each party’s obligations under this Contract are*  
*expressly contingent upon the party’s legal review of this Contract. Either party’s objection to*



any of the terms of this Contract must be delivered to the other party by the fifth (5) business days after MEC. If objections arising from the legal review of this Contract are not resolved in writing on or before the Due Diligence Document Resolution Deadline, each party having timely delivered a legal review objection pursuant to this provision has the Right to Terminate under § 25.1, within one (1) business day after the Due Diligence Document Resolution Deadline.

11. **BANKRUPTCY COURT CONTRACT REQUIREMENTS–RIGHT TO TERMINATE.** Buyer has been made generally aware that the Property is subject to a pending bankruptcy and/or financial restructuring and that the terms of this Contract may, therefore, require approval of a trustee in bankruptcy or other restructuring officer, including, but not limited to approval of the Purchase Price and Closing Date. If at any time such trustee or officer requires an amendment to the Contract, including but not limited to the Closing Date or the Purchase Price, in order to approve the Contract, Buyer shall have the right, in Buyer’s sole discretion, to either (i) accept such proposed amendment or (ii) terminate this Contract under Section 25.1 and receive a refund of the Earnest Money and any other deposits made by Buyer hereunder. Notwithstanding anything herein to the contrary, this Contract shall be effective and binding upon the parties in all respects.

12. **SELLER.** Seller will deliver to Buyer confirmation from Bankruptcy court authority to sell property at time of Mutual Execution of Contract.

31. **ATTACHMENTS.**

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

31.1.1. Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the Post-Closing Occupancy Agreement is attached.

31.2. The following disclosure forms are attached but are not a part of this Contract:  
*none*

**SIGNATURES**

*John P. Woodruff*

Date: 2/13/2018

Buyer: **John P. Woodruff**

*Samantha G. Woodruff*

Date: 2/13/2018

Buyer: **Samantha G. Woodruff**

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

 \_\_\_\_\_ Date: 2/13/2018  
Seller: **CLOVER BASIN INVESTMENTS LLC**  
By: **Fred Chin**

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

\_\_\_\_\_  
**CLOVER BASIN INVESTMENTS LLC**  
By: **Fred Chin**

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

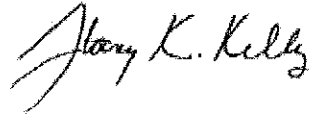
33. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**  
(To be completed by Broker working with Buyer)

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: **Douglas Elliman Real Estate**



\_\_\_\_\_  
Date: 2/13/2018

Broker's Name: **Stacey K. Kelly**  
Address: **PO Box 6450 Snowmass Village, CO 81615**  
Ph: **970.948.4694** Fax: **(970) 300-0200** Email Address: **rkteam@elliman.com**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Broker's Name: **Greg Rulon**  
Brokerage Firms Name: **Douglas Elliman Real Estate**  
Address: **PO Box 6450/16 Kearns Rd., #113 Snowmass Village CO 81615**  
Ph: **(970) 923-4700** Fax: **(970) 300-0200** Email: **rkteam@elliman.com**

34. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**  
(To be completed by Broker working with Seller)

Date: \_\_\_\_\_

Seller: **CLOVER BASIN INVESTMENTS LLC**  
By: **Fred Chin**

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

**CLOVER BASIN INVESTMENTS LLC**  
By: **Fred Chin**

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

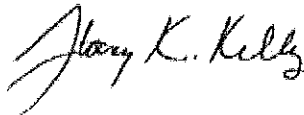
33. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**  
(To be completed by Broker working with Buyer)

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: **Douglas Elliman Real Estate**



Date: **2/13/2018**

Broker's Name: **Stacey K. Kelly**

Address: **PO Box 6450 Snowmass Village, CO 81615**

Ph: **970.948.4694** Fax: **(970) 300-0200** Email Address: **rkteam@elliman.com**



Date: **2/14/2018**

Broker's Name: **Greg Rulon**

Brokerage Firms Name: **Douglas Elliman Real Estate**

Address: **PO Box 6450/16 Kearns Rd., #113 Snowmass Village CO 81615**

Ph: **(970) 923-4700** Fax: **(970) 300-0200** Email: **rkteam@elliman.com**

34. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

Broker  **Does**  **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

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: **Aspen Snowmass Sotheby's-Basalt**

*Laura Gee*

Date: 2/14/2018

Broker's Name: **Laura Gee**

Address: **201 Midland Avenue Basalt, CO 81621**

Ph: (970) 948-8568 Fax: Email Address: lauragee4@gmail.com

**CBS1-6-15. CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)**

CTM eContracts - ©2016 CTM Software Corp.