

TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Regular Board Meeting Agenda

Thursday November 19, 2020

Triview Metropolitan District Office
And Via Zoom Video Conference
16055 Old Forest Point Suite 300
Monument, CO 80132
5:30 p.m. – 8:00 p.m.

A Conference Dial in will be established for Staff and Resident participants. The Dial in number and Access Code is as follows:

1-866-212-0875 Dial In Number
8214608# Access Code

5:30 p.m. – 8:00 p.m.

AGENDA

1. Call to Order
2. Declaration of a Quorum, Notice of Posting
3. Approval of Agenda
4. Approval of Consent Agenda
 - a. Prior Meeting Minutes
 - October 22, 2020 Regular Board Meeting (enclosure)
 - b. Billing Summary Rate Code Report (enclosure)
 - c. Taps for October 2020 (enclosure)
 - d. Tax Transfer from Monument (enclosure)
5. Public Comment
6. Operations Report
 - a. District Manager Monthly Report (enclosure)
 - Well A-9 D-9 Status.
 - A-Yard Building status of building construction.
 - NMCI Update

- Northern Delivery System
 - Status of MOU between Triview Metropolitan District, Town of Monument, Donala Water and Sanitation District, Forest Lakes Metropolitan District, and Woodmoor Water and Sanitation District expressing support for the Northern Delivery System.
 - Status of Pueblo Reservoir Excess Capacity Agreement
 - 2021 Budget; Public Hearing December 10, 2020
- b. Public Works and Parks and Open Space Updates (Matt Rayno)
- Monthly activities and accomplishments (enclosure)
 - Holiday Lights
 - Crack Sealing of District Streets
- c. Utilities Department Updates (Shawn Sexton)
- Monthly activities and accomplishments (enclosure)
7. Board Discussion:
- 2021 District Mill Levy
8. Action Items:
- a. Review and Consider approval of Resolution 2020 – 17 a Resolution of the Triview Metropolitan District, adopting the District's Administrative Resolution for Calendar Year 2021.
- b. Review and consider approval of an engagement letter between the Triview Metropolitan District and White Bear Ankle Tanaka and Waldron to provide General Counsel Services to the District beginning January 1, 2021.
- c. Review and Consider approval of a lease agreement between the Triview Metropolitan District and Mason Law and Planning Group for the lease of Suite 302 16055 Old Forest Point, Monument, CO 80132.
- d. Review and Consider approval of a purchase and sale agreement between the Mason Law and Planning Group and the Triview Metropolitan District for Suite 300 16055 Old Forest Point, Monument, CO 80132.
9. Review and Consider approval or ratification of the Triview Metropolitan District Financials and Payables.
- a. Checks of \$5,000.00 or more (enclosure)
- b. October, 2020 Financials (enclosure)

10. Update Board on Public Relation activities.

- Website Design and Updates

11. Executive Session §24-6-402(4)(a), (b) and (e) Legal Advice, Negotiations regarding the following general topics:

- Negotiations associated with water delivery infrastructure;
- Negotiations associated with wastewater infrastructure;
- Negotiations associated with water storage on the Arkansas River and its tributaries; and,
- Negotiations with potential contractors and miners concerning the Stonewall Springs Reservoir Complex;
- Negotiations regarding acquisition of renewable water resources

12. Adjournment

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT AND THE BOARD OF DIRECTORS OF THE WATER ACTIVITY ENTERPRISE, USING ZOOM FOR THE VIDEO CONDERENCE HELD

October 22, 2020

A meeting of the Board of Directors of the Triview Metropolitan District was held on Thursday, October 22, 2020, beginning at 5:30 p.m. The meeting was conducted online using Zoom. This meeting was open to the public. The meeting was called to order at 5:30 p.m.

ATTENDANCE

In attendance were Directors:

President:	Mark Melville
Vice President	Marco Fiorito Via Zoom
Director	Anthony Sexton Via Phone
Director	James Barnhart Via Phone
Director	James Otis Via Zoom

Also in attendance were on roll call:

James McGrady, District Manager
Joyce Levad, District Administrator
Chris Cummins, District Water Attorney
Gary Shupp, District Attorney
Shawn Sexton, Water Superintendent, Via Phone
Matt Rayno, Parks and Open Space Superintendent
Craig Persinger, District Inspector
Nate Eckloff, Butler Snow
Kim Crawford, Butler Snow
Jennifer Kaylor, Our Community News

ADMINISTRATIVE MATTERS

Agenda – Mr. McGrady distributed for the Board's approval the proposed agenda. A motion was made by Director Barnhart to move Action Items to where the operations report is and move the operations report to Item 8 on the agenda. Upon a second by Director Fiorito, vote was taken, and the motion carried unanimously.

RECORD OF PROCEEDINGS

Consent Agenda –

- a. Prior Meeting Minutes September 15, 2020 Regular Board Meeting(enclosure)
- b. Prior Meeting Minutes October 6, 2020 Special Board Meeting (enclosure)
- c. Billing Summary Rate Code Report
- d. District Tap Fees received in September 2020
- e. Tax Transfer from Monument

A motion was made by Director Barnhart to approve the consent agenda. The motion was duly seconded by Director Fiorito. A vote was taken, and the motion carried unanimously.

PUBLIC COMMENT

None.

ACTION ITEMS:

- a) Review and Consider approval of Resolution 2020-14 as Resolution of the Triview Metropolitan District, adopting the Colorado Special District Record Retention Schedule.

A motion was made by Director Barnhart to approve the Resolution 2020-14. The motion was duly seconded by Director Sexton. The Motion carried unanimously.

- b) Review and Consider approval of resolution 2020-15. A Resolution of the Triview Metropolitan District Authorizing the Issuance and Sale of Tax-Exempt Water and Wastewater Enterprise revenue Bonds, providing for the Sources of Payment of the Bonds, and Providing Other Details Concerning the Bonds and the System.

A motion was made by Director Barnhart to approve the Resolution 2020-15. The motion was duly seconded by Director Sexton. The Motion carried unanimously

- c) Review and Consider approval of Resolution 2020-16. A Resolution of the Triview Metropolitan District concerning the Construction, Use, and Maintenance of Private sewage Lift Stations, and Related.

A motion was made by Director Fiorito to approve the Resolution 2020-16. The motion was duly seconded by Director Otis. The motion carried unanimously

RECORD OF PROCEEDINGS

- d) Review and consider approval of a Memorandum of Understanding (MOU) between Triview Metropolitan District, Town of Monument, Donala Water and Sanitation District, Forest Lakes Metropolitan District, and Woodmoor Water and Sanitation District expressing support for the Northern delivery System as a Regional water Delivery Project and Agreement to Participate in and provide support as needed for the Design of said Project and acquisition of a 1041 Permit from el paso County for this pipeline project.

A motion was made by Director Fiorito to approve the Memorandum of Understanding for the Northern Delivery System and authorize Mr. McGrady to sign it. The motion was duly seconded by Director Otis. The motion carried unanimously

OPERATIONS REPORT

District Manager Report (enclosure)

- Mr. McGrady stated Well A-9 and D-9 are almost completed. The Well house should be completed by the end of November, then we can start commissioning the 2 wells and start treating the water at the B Plant.
- The status of the A Yard building: Triview has received 3 Bids on the building at this time, plans to hire a construction manager to oversee the process. The cost is currently \$860,000, this includes \$83,000 spent on installing utilities. Mr. McGrady stated he is looking at a number of things to reduce the cost while negotiating to reduce the price of construction. This amount is budgeted in the 2021 Budget and some of the 2020 Budget has gone towards grading and utility installs.

A motion to give Mr. McGrady to proceed on the A Yard building was made by Director Fiorito. The motion was duly seconded by Director Sexton. The motion carried unanimously.

- Mr. McGrady stated the permitting on the NMCI is going very well.
- The status of the Pueblo Reservoir Excess Capacity Agreement is underway. Discussions with the Inter-Agency will be on November 6, 2020 and also with the Bureau of Reclamation. These meetings have been happening every Friday for some time.

Public Works and Parks and Open Space Updates (Matt Rayno)

- Matt informed the Board that A Plant enhancement was completed the beginning of October.
- Irrigation winterization started and will be completed at the end of October.
- Detention Ponds have been cutback and tree wrapping has been completed

RECORD OF PROCEEDINGS

- Christmas lights will be added on Jackson Creek Parkway
- Street sweeping will be done in the District
- Setting up training for the team.
- Matt has been discussing future needs for the growing District with the District Manager

Utilities Department Updates (Shawn Sexton)

Superintendent Sexton went over his monthly report. Highlights included the following:

- Total water production was 37.368 Mg
- Well D4 is being pulled October 14, 2020, for an inspection/replacement of well motor that grounded out in September.
- A Plant, B Plant and C Plant running normally
- District Bacti sampling completed on October 13, 2020
- PRV vault maintenance staff continues to maintain vaults by pumping out any ground water intrusion, inspecting plumbing, looking for leaks and repairing these. Recording vault high and low side pressures to ensure pressures are consistent with established setpoints.

BOARD DISCUSSIONS:

Director Fiorito stated he was informed a person has been going door to door telling homeowners, they are working with Triview on the water meters in the District.

Mr. McGrady stated we will have the staff put a statement on Social Media and the Website, saying Triview will always make an appointment with the customer to enter their residence. Triview's employees will always have a uniform on, with identification, and also a truck with Triview's name on it. Customers will be told to call the office with any questions.

FINANCIALS AND PAYABLES:

Approve and Ratify Checks over \$5,000 – The Board reviewed the payment of claims over \$5,000. A motion to approve the checks greater than \$5,000 was made by Director Barnhart. The motion was duly seconded by Director Fiorito. The motion carried unanimously.

RECORD OF PROCEEDINGS

Monthly Cash Position and Unaudited Financial Statements – The Board reviewed the September 2020 unaudited Financial Statements as presented. A motion to approve the District's September 2020 Financial Statements was made by Director Fiorito. The motion was duly seconded by Director Otis. The motion carried unanimously.

PUBLIC RELATIONS:

Plans to do a Website Design change and improve searchability. It has been about 3 years since we have changed anything on the design.

EXECUTIVE SESSION

A motion was made by Director Otis for the Board to enter into Executive Session pursuant to C.R.S. Section 24-6-402(4) (b), (e), Legal Advice and Negotiations. Upon a second by Director Fiorito a vote was taken. The motion carried unanimously. Executive session was entered into at 7:15 p.m.

ADJOURN

There being no further business to come before the Board, a motion to adjourn the meeting was made by Director Fiorito. The motion was duly seconded by Director Barnhart. The motion carried unanimously. The meeting was adjourned at 8:50 p.m.

Respectfully Submitted

James C. McGrady
Secretary for the Meeting

Triview Metropolitan District 10/1 to 10/31/2020
Summary Financial Information - Board Packet

Sales	Amount	Items
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$84,541.53	1884
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$35,412.67	1831
Rate Code 01 Triview Metro - Res Water Base Rate	\$48,283.20	1870
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$51,507.75	1812
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$85,890.00	1376
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$10,555.49	146
Rate Code 01 Triview Metro - Res Water Use Rate Tier4	\$2,936.25	29
Rate Code 01 Triview Metro - Res Water Use Rate Tier5	\$4,778.88	7
Rate Code 02 Triview Metro - Com Sewer Base Rate 1"	\$1,196.00	23
Rate Code 02 Triview Metro - Com Water Base Rate 1"	\$1,196.00	23
Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5"	\$2,808.00	27
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$2,912.00	28
Rate Code 07 Triview Metro - Com Sewer Base Rate 2"	\$2,288.00	11
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$2,288.00	11
Rate Code 09 Triview Metro - Com Sewer Base Rate 3"	\$1,248.00	3
Rate Code 09 Triview Metro - Com Water Base Rate 3"	\$1,248.00	3
Usage Fee Triview Metro - Com Sewer Use Rate	\$15,418.66	64
Usage Fee Triview Metro - Com Water Use Rate	\$21,462.50	64
Rate Code 03 Triview Metro - Com Irr Water Base 1"	\$1,040.00	20
Rate Code 11 Triview Metro - Com Irr Water Base 1.5"	\$1,560.00	15
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$3,120.00	15
Usage Fee Triview Metro - Com Irr Water Use	\$35,062.50	51
Triview Metro - Quik Way Sewer	\$73.40	1
Triview Metro - Metering & Billing Fee	\$7,748.00	1937
Title Prep Fee Triview Metro - Title Request Fee	\$1,600.00	34
Triview Metro - 5% Late Fee	\$2,692.22	192
Special Impact Triview Metro - Special Impact Fee	\$2,660.00	269
Triview Metro - Disconnect Fee		
Triview Metro - NSF Fee		
Total Accounts	\$431,527.05	11746

Rate Code Breakout	# Units
Rate Code 01 - Residential 5/8"	1821
Rate Code 02 - Commercial Account 1"	24
Rate Code 03 - Irrigation Account 1"	20
Rate Code 04 - Commercial Account 1 1/2"	32
Rate Code 06 - Transition Account (Quik Way)	1
Rate Code 07 - Commercial Account 2"	11
Rate Code 08 - Triview No Charge	2
Rate Code 09 - Commercial Account 3"	3
Rate Code 10 - Irrigation Account 2"	16
Rate Code 11 - Irrigation Account 1 1/2"	11
Rate Code 12 - Permitted	
Total Accounts	1941

Aging Report	Amount
Amount Past Due 1-30 Days	\$ 48,809.52
Amount Past Due 31-60 Days	\$ 13,692.76
Amount Past Due 61-90 Days	\$ 4,498.59
Amount Past Due 91-120 Days	\$ (648.44)
Amount Past Due 120+ Days	\$ (2,064.62)
Total AR	\$64,287.81

Receipts	Amount	Items
Payment - ACH	\$558.49	3
Payment - ACH Key Bank	\$197,055.97	979
Payment - Check Key Bank	\$188,704.70	748
Payment - On Site	\$65,980.19	204
Refund CREDIT	(\$6,994.76)	47
REVERSE Payment	(\$1,283.73)	5
Transfer CREDIT In	\$212.00	1
Transfer CREDIT Out	(\$212.00)	1
REVERSE Payment - NSF	(\$2,995.83)	1
Total Receipts	\$441,025.03	1989
Checks versus Online Payments	49.22%	50.78%
	Checks	ACH's

Water	Gallons	Accounts
Gallons sold 9-1 to 9-30-2020 =	39,788,000	1937
Gallons sold 10-1 to 10-31-2020 =	21,413,000	1951

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	3	277,000	0.70%
40,001 - 50,000	3	133,000	0.33%
30,001 - 40,000	23	775,000	1.95%
20,001 - 30,000	115	2,723,000	6.84%
10,001 - 20,000	777	11,329,000	28.47%
8,001 - 10,000	235	2,230,000	5.60%
6,001 - 8,000	214	1,608,000	4.04%
4,001 - 6,000	162	896,000	2.25%
2,001 - 4,000	148	525,000	1.32%
1 - 2,000	115	190,000	0.48%
Zero Usage	25	0	0.00%
Total Meters	1820	20,686,000	51.99%

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	32	14,031,000	35.26%
40,001 - 50,000	5	219,000	0.55%
30,001 - 40,000	5	181,000	0.45%
20,001 - 30,000	3	80,000	0.20%
10,001 - 20,000	5	82,000	0.21%
8,001 - 10,000	5	47,000	0.12%
6,001 - 8,000	0	0	0.00%
4,001 - 6,000	4	23,000	0.06%
2,001 - 4,000	5	19,000	0.05%
1 - 2,000	4	7,000	0.02%
Zero Usage	2	0	0.00%
Total Meters	70	14,689,000	36.92%

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	19	3,835,000	9.64%
40,001 - 50,000	4	179,000	0.45%
30,001 - 40,000	5	184,000	0.46%
20,001 - 30,000	4	98,000	0.25%
10,001 - 20,000	7	96,000	0.24%
8,001 - 10,000	0	0	0.00%
6,001 - 8,000	1	7,000	0.02%
4,001 - 6,000	2	10,000	0.03%
2,001 - 4,000	1	3,000	0.01%
1 - 2,000	1	1,000	0.00%
Zero Usage	3	0	0.00%

SANCTUARY POINTE

JACKSON CREEK NORTH FILING #1

NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD	NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
16496	Golden Sun Way	Vantage Homes	10/06/20	\$40,850.64	16651	Hallmark Trail	Classic Homes	10/06/20	\$38,510.78
968	Graywoods Terr.	Vantage Homes	10/06/20	\$40,691.55					
16394	Corkbark Terrace	Classic Homes	10/05/20	\$40,411.43					
628	Sage Forest Lane	Classic Homes	10/05/20	\$39,185.77					
16193	Enchanted Peak Way	Vantage Homes	10/15/20	\$41,111.03					
16301	Mountain Glory Drive	Classic Homes	10/20/20	\$39,977.26					
732	Sage Forest Lane	Classic Homes	10/20/20	\$38,738.36					
16295	Sunrise Glory Lane	Classic Homes	10/20/20	\$41,067.32					
932	Tree Bark Terrace	Vantage Homes	10/29/20	\$40,477.76					
16423	Golden Sun Way	Classic Homes	10/27/20	\$40,339.54					
16327	Golden Sun Way	Classic Homes	10/27/20	\$40,958.24					
16349	Mountain Glory Drive	Classic Homes	10/27/20	\$41,273.37					
724	Sage Forest Lane	Classic Homes	10/27/20	\$38,864.33					
Total:				\$523,946.60					



November 16, 2020

Triview Metropolitan District
P. O. Box 849
Monument, CO 80132

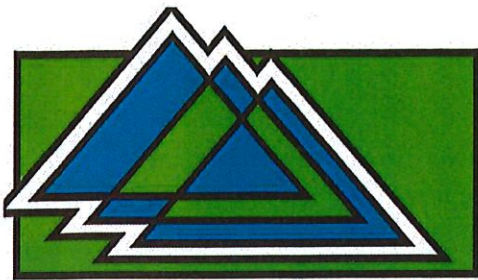
Per the current Intergovernmental Agreement (IGA) between the Town of Monument and Triview Metropolitan District, the Town will transfer \$223,686.97 to the Triview ColoTrust District Fund account on or before November 30, 2020. The ACH detail is as follows and documentation is enclosed.

Sales Tax for September 2020	\$ 206,303.55
Regional Building Use Tax for October 2020	\$ 432.19
Motor Vehicle Tax for September 2020	\$ 16,951.23

If you have questions or need additional information, please do not hesitate to contact me.

Sincerely,

Rosa R. Ooms, CPA
Treasurer/Finance Director



Triview Metro Public Works November 2020 Report

List of November Projects:

- Install Holiday lighting on Jackson Creek parkway. Completed and running dusk to dawn. We were only able to install lighting on 1 big island south of leather chaps.
- Weekly/Daily: Daily trash pick-up around the District and bi-weekly cleaning of trash cans and doggie pot stations
- A Yard job Trailer mover to Stonewall.
- Snow, First plowable storm for the district Oct. 25th-26th 6"
Attached report
- Winter Water new plant material Frist round completed for November 2nd round will be taking place next week before thanksgiving weather permitting.
- Trash pickup throughout district.
- Street sweeping of district complete
- A Yard prep for utility construction to begin November 23rd
- Fleet maintenance (Post snow work on multiple trucks and other equipment)
- Drag all trails.
- Start Lyons Tail irrigation project.
- Crack seal Kitchener, Lyons Tail, and Glen Eagle.

Focus for December:

- Lyons Tail irrigation Project
- Sign repairs and painting post
- Dentition Pond maintenance
- Winter water new plant material



- Set up training for team (ALCC, SiteOne U, Pro-green, DBC two-wire class)
- Winter cutbacks on perennials, and woody shrubs (started)
- Start design and estimating Baptist and LC corner NW.
- Finish Treen and shrub Fertilizer.

SNOW REPORT

your window to the weather
SKYVIEW WEATHER®

Report Created: November 12, 2020

Start Date: October 1, 2020

End Date: October 31, 2020

Region: Colorado Springs/Pueblo

October Summary:

Southeast Colorado experienced slightly warmer than average temperatures and well below normal precipitation in October for the Colorado Springs area, however close to average for the Pueblo area. Colorado Springs reported average highs for the month of 66.8 degrees and average lows of 35.2 degrees. The combination resulted in a monthly mean temperature of 51.0 degrees which was 1.6 degrees above normal. The airport in Colorado Springs reported only 0.25" of moisture which was .57" below the normal of 0.82". Further south into Pueblo average highs for the month of October were 70.3 degrees with average lows of 32.8 degrees producing a monthly mean temperature of 51.5 degrees which was 0.3 degrees below normal. Precipitation in Pueblo was 0.67" for the month which was only 0.05" below the normal of 0.72". The only impactful storm took place between the 25th and 26th and without that system most if not all areas would have received no measurable precipitation for the entire month. Between the 25th and 26th Colorado Springs received 5-10" of snow in and around the City with Northern El Paso receiving between 8-14". Pueblo received quite a bit of snow with areas reporting between 8-15" resulting in close to normal monthly values.

SNOW REPORT

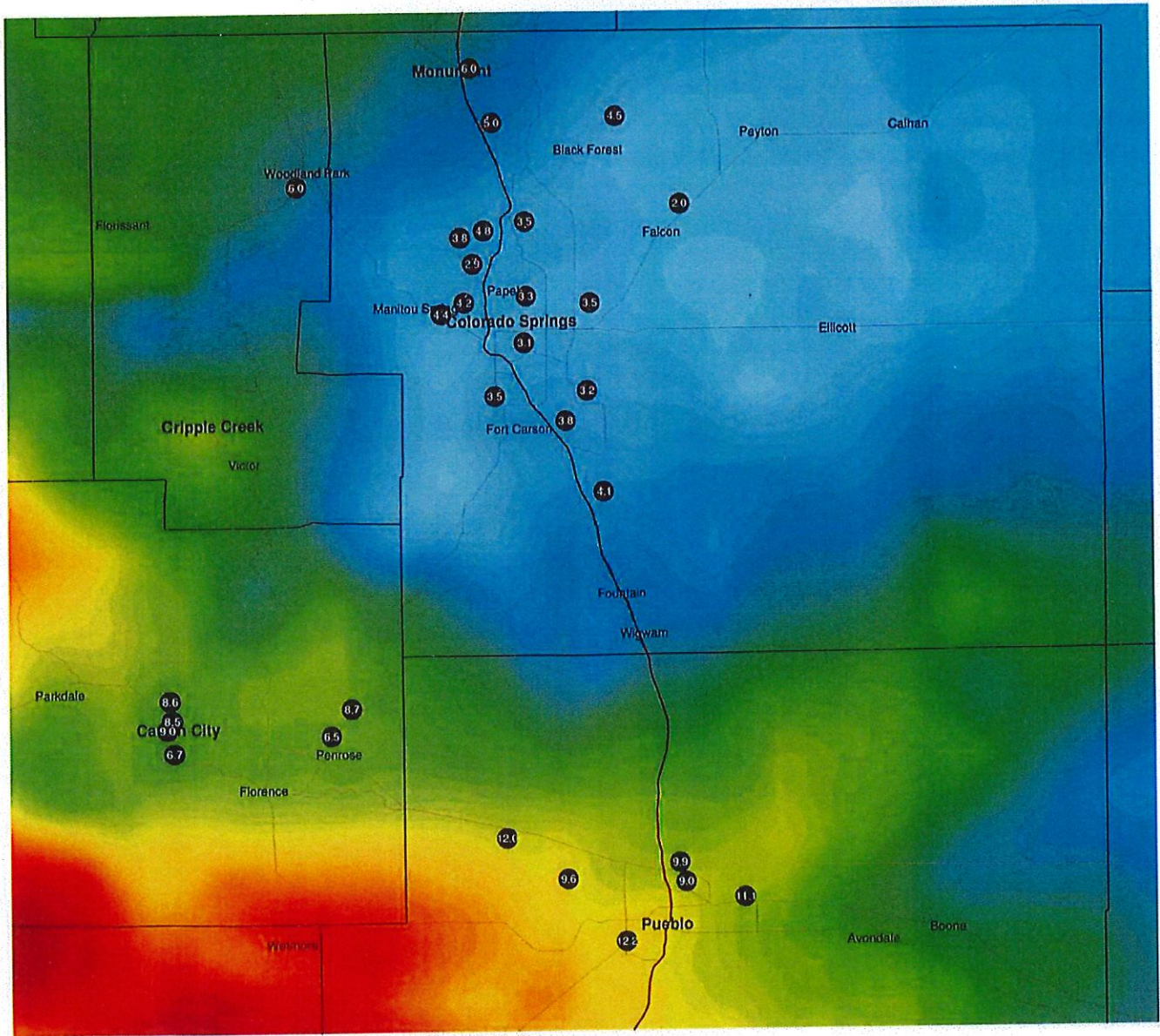
your window to the weather
SKYVIEW WEATHER®

Report Created: November 12, 2020

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SNOW REPORT

your window to the weather
SKYVIEW WEATHER®

Report Created: November 12, 2020

Start Date: October 1, 2020

End Date: October 31, 2020

Region: Colorado Springs/Pueblo

Snowfall by Location

Location	Zip Code	Snowfall	Location	Zip Code	Snowfall	Location	Zip Code	Snowfall
Black Forest WSW	80908	4.5	Colo Springs S FD HQ	80910	3.1	Penrose NW	81240	8.7
Canon City	81212	6.7	Colo Springs 7.2 SSW or 3.0S	80906	3.5	Penrose ESE	81240	6.5
Canon City N	81212	8.6	Colo Springs 6 NW	80919	2.9	Pueblo NWS	81001	11.1
Canon City NW	81212	8.5	Colo Springs 3.1 NW	80904	4.2	Pueblo 2E	81001	9.0
Canon City SE	81212	9.0	Colo Springs 3 NE	80909	3.3	Pueblo WSW	81007	9.6
Cimarron Hills	80915	3.5	Falcon 2.3 NNE	80831	2.0	Pueblo W	81007	12.0
Colorado Springs Airport	80916	3.2	Fountain E	80817	4.1	Pueblo SW	81005	12.2
Colo Sprgs 7 NW	80919	3.8	Gleneagle	80921	5.0	Pueblo N	81001	9.9
Colo Sprgs NNW/Falcon Estates	80919	4.8	Manitou Springs East	80829	4.4	Widefield/Security	80911	3.8
Colo Sprgs 7 NNE	80920	3.5	Monument Hill - 2.9 N	80132	6.0	Woodland Park	80863	6.0

Disclaimer Statement

This Skyview Weather SnowREPORT is certified to be accurate and representative of snowfall totals. Individual data reports (black dots) represent both physical measurements and derived-snowfall totals for specific georeferenced locations. The source of this data may include Cooperative Observers, National Weather Service (NWS) reports, and other private and public entities. Reports are quality controlled by Skyview Weather meteorologists through a comparison of physical and derived measurements vs. storm reanalysis data. Filled contour data is made available by the NWS NOHRSC system, providing high-resolution snowfall reanalysis through remote sensing, local storm reports, and area climatology. NOHRSC data is interpolated and experimental, and may not align with physical measurements. Skyview Weather reserves the right to update these reports as needed as new data becomes available. Use of this SnowREPORT for legal purposes is prohibited without expressed written consent. If approved, additional fees may apply.



Triview Metro Water Department

List of Accomplishments for October , 2020

Pumpage for month of October 2020 –

Total to Production **28.612 Mg**

Total to Production October/2019 17.886 Mg

Net water impounded in District ground storage tanks 302068 Gal

Total District Irrigation 5370933 Gal

Total Sold **21.413 MG**

Total Sold October/2019 15.530 Mg

Total District flow to WWTP for October 2020 11.841 MG

% unaccounted for water 5.33%

Reported activity for Month of October 2020

Wellfield-

- Well D4 is being reinstalled w/new motor 11/13/20
- Well A9/D9 pump house construction underway, Mods to B plant for these wells is scheduled with Olsen
- We are currently utilizing wells A7, D7, and D1 for production

Water Plants A/B, C Plant Pump Station-

- A Plant is running normally; planned inside maintenance is underway
- B Plant is running normally, all bulk chemicals are normal
- C Plant Pump Station is running normally, new distribution loop was completed and clearance by Kempton
- District Bacti sampling completed for November
- Radium; testing continues, ACZ Labs has quicker lead times on sample processing

Additional Accomplishments-

- Numerous locates were completed throughout the district during this month
- PRV vault maintenance- staff continues to maintain vaults by pumping out any ground water intrusion, inspecting plumbing, looking for leaks and repairing, recording vault high and low side pressures to ensure pressures are consistent with established setpoints.
- Staff continues to maintain readiness for state sanitary survey; example- A yard wellsite area was cleaned up and decorative rock in place, wellheads cleaned and painted and new ID badges in place, Well house was repainted and access door was replaced.

Future projects-

- Continued work on the fire hydrant maintenance for the next several months
- Plant operations reporting system and graphics, including an upgrade to plant trending is in the discussion phase with Timberline (Ongoing)

[illegible]

RESOLUTION 2020-17
TRIVIEW METROPOLITAN DISTRICT
ANNUAL ADMINISTRATIVE RESOLUTION
(2021)

WHEREAS, Triview Metropolitan District (the “**District**”), was organized as a special district pursuant to an Order and Decree of the District Court in and for the County of El Paso, Colorado (the “**County**”) and is located entirely within the City of Monument, Colorado; and

WHEREAS, the Board of Directors (the “**Board**”) of the District, has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its consultants to take the following actions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. The Board directs the District Manager to cause an accurate map of the District’s boundaries to be prepared in accordance with the standards specified by the Division of Local Government (“**Division**”) and to be filed in accordance with § 32-1-306, C.R.S.

2. The Board directs the District Manager to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of the name of the chairman of the Board, the contact person, telephone number and business address of the District, as required by § 32-1-104(2), C.R.S.

3. The Board directs the District Manager to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions, in accordance with § 29-1-205, C.R.S.

4. The Board directs the District Manager to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the District within sixty (60) days of the close of the fiscal year, as required by §§ 11-58-101, *et seq.*, C.R.S.

5. The Board directs the District Manager to: 1) obtain proposals for auditors to be presented to the Board; 2) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and 3) to cause the audit to be filed with the State Auditor by July 31st, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District’s accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31st in accordance with § 29-1-604, C.R.S.

6. The Board directs the District Manager, if the District has authorized but unissued general obligation debt as of the end of the fiscal year, to cause to be submitted to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, the District’s audit report or a copy of its application for exemption from audit in accordance with § 29-1-606(7), C.R.S.

7. The Board directs the District's Manager to submit a proposed budget to the Board by October 15th, to prepare the final budget and budget message, including any amendments thereto, if necessary, and directs the District Manager to schedule a public hearing on the proposed budget and/or amendments, and to post or publish notices thereof, and to prepare all budget resolutions and to file the budget, budget resolution and budget message with the Division on or before January 30th, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

8. The Board directs the District's accountant to monitor expenditures and contracted expenditures and, if necessary, to notify the District Manager, legal counsel and the Board when expenditures or contracted expenditures are expected to exceed appropriated amounts, and directs legal counsel to prepare all budget amendment resolutions and directs the District Manager to schedule a public hearing on a proposed budget amendment and to post or publish notices thereof and to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

9. The Board directs the District Manager to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1st if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with § 38-13-110, C.R.S.

10. The Board directs the District's accountant to prepare the mill levy certification form and directs the District's Manager to file the mill levy certification form with the Board of County Commissioners on or before December 15th, in accordance with § 39-5-128, C.R.S.

11. The Board designates *The Gazette* as a newspaper of general circulation within the boundaries of the District and directs that all legal notices shall be published in accordance with § 32-1-103(15), C.R.S., in *The Gazette*, unless otherwise designated by the Board or legal counsel.

12. The Board determines that each director shall receive compensation for their services as directors subject to the limitations set forth in §§ 32-1-902(3)(a)(I) & (II), C.R.S.

13. The District hereby acknowledges, in accordance with § 32-1-902, C.R.S., the following officers for the District:

Chairman/President:	Mark Melville
Vice President:	Marco Fiorito
Treasurer/Secretary:	James Barnhart
Secretary:	James Otis
Director:	Anthony Sexton
Recording Secretary:	District Administrator

14. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State

at least seventy-two (72) hours prior to every regular and special meeting of the Board, in accordance with §§ 32-1-902(3)(b) and 18-8-308, C.R.S. Written disclosures provided by Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S. shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections or deletions to said conflicts of interest disclosures.

15. The Board confirms its obligations under § 24-10-110(1), C.R.S., with regards to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

16. The Board hereby appoints the District Manager as the official custodian for the maintenance, care and keeping of all public records of the District, in accordance with §§ 24-72-202, *et seq.*, C.R.S. The Board hereby directs its legal counsel, accountant, manager and all other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the District.

17. Pursuant to § 32-1-903(2) and § 24-6-402(2)(c), C.R.S., the Board hereby designates <https://triviewmetro.com> as the District's website for the posting of its regular and special meeting notices at least twenty-four (24) hours in advance of the meeting, and hereby directs the District Manager, to the extent feasible, to make the notices accessible at no charge to the public, searchable by the type of meeting, date of meeting, time of meeting, agenda contents, and any other categories deemed appropriate by the Board and the District Manager and to consider linking the notice to any appropriate social media accounts of the District. The Board also hereby designates 16055 Old Forest Point Suite 302, Monument, CO 80132 as the location the District will post notices of meetings at least twenty-four (24) hours prior to the meeting in the event of exigent or emergency circumstances which prevent the District from posting notice of the meeting on the District's website. The Board directs the District Manager to provide the website address set forth above to the Department of Local Affairs for inclusion in the inventory maintained pursuant to § 24-32-116, C.R.S.

18. The Board determines to hold regular meetings on third Tuesday of each month at 5:30 p.m. The meetings are held at the Triview office located at 16055 Old Forest Point, Suite 300, Monument, Colorado. Notice of the time and place for all regular meetings shall be posted in accordance with § 24-6-402, C.R.S. The Board further authorizes the holding of regular and special meetings for the District by teleconferencing methods until such time that the State Emergency Orders, or any subsequent orders, are lifted, or as otherwise determined by the Board.

19. In the event of an emergency, the Board may conduct a meeting outside of the limitations prescribed in § 24-6-402(2)(c), C.R.S., provided that any actions taken at such emergency meeting are ratified at the next regular meeting of the Board or at a special meeting conducted after proper notice has been given to the public.

20. For the convenience of the electors of the District, and pursuant to its authority set forth in § 1-13.5-1101, C.R.S., the Board hereby deems that all regular and special elections of the District shall be conducted as independent mail ballot elections in accordance with §§ 1-13.5-1101, *et seq.*, C.R.S., unless otherwise deemed necessary and expressed in a separate election resolution adopted by the Board.

21. Pursuant to the authority set forth in § 1-1-111, C.R.S., the Board hereby appoints Ashley B. Frisbie, of the law firm of WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law, as the Designated Election Official (the "DEO") of the District for any elections called by the Board, or called on behalf of the Board by the DEO, and hereby authorizes and directs the DEO to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with § 1-13.5-513, C.R.S.

22. In accordance with § 1-11-103(3), C.R.S., the Board hereby directs the DEO to certify to the Division the results of any elections held by the District and, pursuant to § 32-1-1101.5(1), C.R.S., to certify results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the district and file a copy of such certification with the Division of Securities.

23. The Board directs legal counsel to cause a notice of authorization of or notice to incur general obligation debt to be recorded with the County Clerk and Recorder within thirty (30) days of authorizing or incurring any indebtedness, in accordance with § 32-1-1604, C.R.S.

24. Pursuant to the authority set forth in § 24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the District, George M. Rowley of the law firm of WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

25. The Board directs the District Manager to cause the preparation of and filing with the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, if requested, the application for quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

26. The Board directs the District Manager to cause the preparation of and the filing with the Board of County Commissioners or the governing body of any municipality in which the District is located, the Division, the State Auditor, the County Clerk and Recorder and any interested parties entitled to notice pursuant to § 32-1-204(1), C.R.S., an annual report, if requested, in accordance with § 32-1-207(3)(c), C.R.S.

27. The Board directs the District Manager to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the District's accountant to pay the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely

manner. The Board appoints the District Manager as its proxy for the SDA Annual meeting for voting and quorum purposes.

28. The Board hereby opts to include elected or appointed officials as employees within the meaning of § 8-40-202(1)(a)(I)(A), C.R.S., and hereby directs the District Manager to obtain workers' compensation coverage for the District.

29. The Board hereby directs the District Manager to prepare the disclosure notice required by § 32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly.

30. The Board hereby directs the District Manager to prepare and record with the County Clerk and Recorder updates to the disclosure statement notice and map required by § 32-1-104.8, C.R.S., if additional property is included within the District's boundaries.

31. In accordance with § 38-35-109.5(2), C.R.S., the District hereby designates the President of the Board as the official who shall record any instrument conveying title of real property to the District within 30 days of any such conveyance.

32. The Board directs the District's accountant to prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the District.

33. The Board directs legal counsel to monitor, and inform the Board of, any legislative changes that may occur throughout the year.

[Remainder of page intentionally left blank, signature page follows.]

ADOPTED this _____ day of _____, 2020.

TRIVIEW METROPOLITAN DISTRICT

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CERTIFICATION OF RESOLUTION

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on [_____,] at [_____,] Colorado.

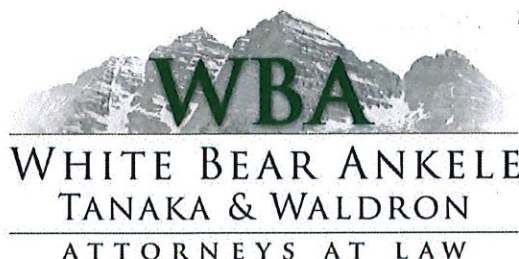
IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of _____, 2020.

Signature

Printed Name

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS
BLAIR M. DICKHONER

OF COUNSEL:
KRISTEN D. BEAR
SEAN ALLEN
GEORGE ROWLEY



ZACHARY P. WHITE
TRISHA K. HARRIS
HEATHER L. HARTUNG
MEGAN J. MURPHY
EVE M. G. VELASCO
ALLISON C. FOGG
LAURA S. HEINRICH
AUDREY G. JOHNSON
LISA CANCANON

October 12, 2020

Board of Directors
Triview Metropolitan District
c/o Jim McGrady, District Manager
16055 Old Forest Point, Suite 300
P.O. Box 849
Monument, Colorado 80132

RE: Engagement of WHITE BEAR ANKELE TANAKA & WALDRON

Dear Mr. McGrady:

We are pleased to confirm our engagement as general counsel to the Triview Metropolitan District (the "District").

This engagement letter provides the terms upon which White Bear Ankele Tanaka & Waldron ("WBA") will provide legal services to the District and is intended to formalize our retention/continued engagement as general counsel, as required by the applicable Rules of Professional Conduct. This letter sets forth details of the engagement, including how we propose to staff the matter, billing arrangements and certain conflict of interest understandings. Additional information about WBA can be found at www.whitebearankele.com.

1. Personnel. Legal services provided under this engagement may be performed by any lawyer at WBA. We will also use paralegals and/or other support staff as we believe to be necessary and effective in providing you with legal services.

2. Fees, Expenses and Retainer. Our fees for services rendered on the District's behalf will be based upon time charged using the hourly rates charged by each attorney or paralegal working on the matter. WBA's legal services are billed on an hourly basis, in increments of one-tenth of an hour, and are not contingent. Hourly rates for professionals in WBA currently range from \$225.00 to \$475.00 (attorneys), from \$135.00 to \$200.00 (paralegals), and are \$200.000 to \$210.00 for other professionals. Hourly rates are revised periodically to reflect the current cost for delivery of legal services and the fees charged for services under this engagement may change without notice.

From time to time WBA prepares memoranda, agreements or other documents based upon current legislative, State and Federal law concerns that are the subject of common interest and benefit to our clients. WBA allocates the fees for this work on an equitable basis to clients who benefit from this legal work by WBA's personnel.

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If you do not wish to receive this information, please advise us accordingly. WBA contracts with other law firms for the performance of specialized services. In the event that these services are rendered on behalf of the Client, the fees and costs associated with those services will be reflected on WBA's bill.

In addition to legal fees, WBA also charges for certain out-of-pocket costs incurred by us in representing you. Charges for long distance telephone calls (domestic only), conference calling services (domestic only), facsimiles (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff are covered by an administrative fee, currently equal to 2.5% of the legal fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other expenses, such as filing and recording fees, computer-assisted research fees, mileage, delivery service fees, travel, meals or hotel accommodation charges, those will be billed separately. These costs are subject to the same payment terms as legal fees and are your responsibility. WBA's policy is to advance or incur expenses on a discretionary basis up to \$1,000.00, subject to your reimbursement of them in the next bill. If an expense will exceed that amount, we will ask you to pay it directly to us in advance or have you contract directly with the vendor.

WBA will not require the payment of a retainer at this time, but we reserve the right to require a retainer if deemed necessary by WBA or if you fail to timely pay invoices.

3. Billing. Generally, invoices for fees and expenses will be submitted to you monthly and are due upon receipt. If an invoice remains unpaid after thirty (30) days, we will consider it in default and you agree that we may charge a late fee on all amounts due and owing at the rate of one percent (1%) compounded monthly. By signature below, you agree to pay all fees, costs and expenses billed by WBA for the legal services. If payments as described above are not paid on a timely basis, WBA may withdraw from the representation in accordance with the Rules of Professional Conduct. In the event that WBA is compelled to resort to collection of your account, which may or may not include litigation, you agree that your obligations to WBA shall include payment of all costs and expenses of such collection efforts, including court fees and costs, attorneys' fees and out-of-pocket expenses.

4. Attorney-Client Relationship. In performing our services as general counsel to the District, the District will be our client. We will represent the interests of the District, acting through its duly authorized management and at the Board of Directors' (the "Board" or "Directors") direction. We do not represent the interests of any of the Board, the Directors individually, or the District's employees. Nothing in this engagement agreement and nothing in our statements to you will be construed as a guarantee or promise about the outcome of any matter which WBA may handle on your behalf. Our comments about the outcome of your matters or any phase thereof are expressions of opinion only. Further, neither WBA nor any of its attorneys or employees shall be employed, retained, or otherwise categorized as a "municipal advisor" to the District as such term is defined in the 15 U.S.C. 78o-4(e)(4)(c), as amended by the Dodd/Frank Act (the "Act"), or any rules promulgated by the Securities and Exchange Commission under the Act. Any comments or advice provided by WBA or its attorneys regarding the issuance of securities by the District shall be solely of a "traditional legal nature", as permitted under the Act.

Throughout the attorney-client relationship, the District consents to the use of the District's name and public information relating to the District's transactions on WBA's website or in other marketing materials.

5. Conflicts of Interest. We have performed an internal review for potential conflicts of interest based upon information you have provided to us and we find none at this time. If any are discovered in the future, we will discuss our continued engagement with you.

WBA represents many other local governments and municipal clients that may be viewed as competing with the District. Simultaneous representation in unrelated matters of clients whose interests are only economically adverse, such as representation of competing economic enterprises in unrelated transactions, does not ordinarily constitute a conflict of interest that requires consent of the respective clients.

6. Document Retention. WBA maintains its client files electronically and ordinarily does not keep separate paper files. We will scan documents you or others send to us related to your work to our electronic file and will ordinarily maintain the electronic version throughout the term of our engagement or, in some instances, while a particular matter or project is pending. Unless you instruct us otherwise, with limited exceptions for certain documents such as original real property deeds and promissory notes, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. Following the conclusion of our services, we will return the District's files to the District upon request, unless WBA has not received payment of all outstanding fees and costs, in which case WBA reserves the right to withhold them until payment is made. Otherwise, no sooner than thirty (30) days after the conclusion of our services, we may destroy the files. Please note that if WBA is designated as the public records custodian for the District pursuant to §§24-72-202, *et seq.*, C.R.S., WBA will maintain all public records in accordance with any duly approved and adopted retention and destruction policy of the District and the Colorado State Archives or similar regulatory body.

7. Termination. You will have the right to terminate our representation at any time. Whether you terminate the representation or we terminate the representation for reasons set forth in the Rules of Professional Conduct, including nonpayment of legal fees and expenses, all fees incurred for services rendered through the date of termination, as well as all costs and expenses incurred by us on your behalf, must be paid within ten days of receipt of our final statement. We reserve the right to charge for any extraordinary work required in connection with the orderly transition of pending matters to new counsel. Upon conclusion of our services, whether due to termination or completion of the work, we will not thereafter be responsible for legal matters for which our services have not been specifically requested and we have agreed to perform in writing.

8. Arbitration of Disputes. If a dispute arises regarding our services or fees set forth in this engagement letter or any prior engagement letter between you and WBA, any fee dispute will be decided by the Colorado Bar Association Legal Fee Arbitration Committee (the "Committee") in Denver, Colorado in accordance with the rules and procedures used by the Committee. There is no charge for the dispute resolution services provided by the Committee and each party will pay its own costs and expenses. If, either in addition to a pending fee dispute or in the absence of one, any other

Board of Directors
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dispute or claim of any type or nature arises with respect to services rendered pursuant to this engagement agreement set forth in this engagement letter or any prior engagement letter between you and WBA, including, without limitation, a claim for legal malpractice, it will be decided by the Judicial Arbitrator Group ("JAG") in Denver, Colorado by a single arbitrator to be mutually agreed to by the parties. Each party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Colorado law, including all applicable statutes of limitation and other defenses, will apply to the dispute before JAG just as if it had been brought in a judicial proceeding. In the absence of an agreement to the contrary, the Colorado Rules of Civil Procedure shall apply to the dispute before JAG just as if the dispute had been filed in district court. The parties recognize that by agreeing to arbitration as the method for dispute resolution, they: relinquish the right to bring an action in court and seek remedies available in court proceedings, including the extensive discovery rights typically permitted in judicial proceedings; waive the right to a jury trial acknowledge the arbitrator's award is not required to include factual findings or legal reasoning; and acknowledge that any party's right to appeal or seek modification of the award is strictly limited and the award is final and binding on the parties.

9. Employment Eligibility. WBA hereby states that it does not knowingly employ or contract with an illegal alien, and that WBA has participated in or has attempted to participate in the E-Verify program pursuant to §§8-17.5-101, *et seq.*, C.R.S., in order to verify that it does not employ any illegal aliens.

10. Representative Client Lists. WBA currently maintains a website, firm résumé, and other materials for use with current and potential clients and for marketing purposes. Execution of this engagement letter provides your consent to WBA's use of the District's name as a representative client of WBA on our website, firm résumé, and other materials.

If you are in agreement with the foregoing terms of this engagement and it meets your understanding of the professional relationship we have established, please have an authorized representative of the District sign and return a copy of this letter to our office at your earliest convenience. By signing below, you acknowledge that you have been given the opportunity to discuss this engagement letter with another attorney or any other person of your choosing.

We look forward to working with you and will commit the necessary resources of WBA to meet your needs. Our efforts will always be to ensure that our relationship is based on open and honest communication regarding these matters. If at any time you have questions concerning our representation, please feel free to contact us immediately.

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Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

White Bear Ankele Tanaka & Waldron

JGT:kas

APPROVED, ACCEPTED AND AGREED TO BY:
Triview Metropolitan District

Signature

Printed Name: _____
Position: _____
Date: _____

LEASE AGREEMENT

This **Lease Agreement** ("Lease") is entered into this ___ day of _____, 2020, between Mason Law and Planning Group, LLC, a Colorado limited liability company ("Landlord"), whose address is 16055 Old Forest Point, Suite 301, Monument, Colorado, 80132, and Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Tenant").

RECITALS:

A. Landlord is the Owner of 16055 Old Forest Point, Suite 302, Monument, Colorado, 80132 ("Premises").

B. Tenant is the Current Owner of 16055 Old Forest Point, Suite 300, Monument, Colorado, 80132 ("Suite 300").

C. Tenant desires to convey Suite 300 to the Landlord pursuant to the terms and conditions contained herein, and such conveyance is further described in that Contract for Purchase and Sale of Real Property executed coincident with this Lease Agreement.

D. Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth. The Premises consists of 1,607 square feet of office space located in Suite 302, located at 16055 Old Forest Point, Monument, Colorado, 80132, and 153 square feet of storage space located in Suite 300, 16055 Old Forest Point, Monument, Colorado, 80132, for a total of 1,760 square feet, together with a right to use all appurtenances thereto.

THEREFORE, in consideration of the above recitals, mutual promises, terms and conditions hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sale of Suite 300. Tenant Agrees to sell to Landlord, and Landlord agrees to purchase from Tenant, Suite 300, 16055 Old Forest Point in the amount of \$250,000.00. Landlord shall pay Tenant \$137,360.00 on or before December 31, 2020, and issue a rent credit to the Tenant for the remaining \$112,640.00 owed to Tenant, consistent with the lease terms contained herein.

2. Lease of Premises. Landlord hereby leases to Tenant the approximately 1,607 square feet Premises for the use of Tenant's general office use and like or related purposes and for no other purposes without the prior written consent of the Landlord and in accordance with all applicable laws, rules and regulations. Landlord further leases to Tenant a 153 square foot portion of the Suite 300 property, being the storage room on the northern-most portion of Suite 300, for the term of the lease herein.

3. Condition of Leased Premises. The Premises, including the portion of Suite 300, is leased in a strictly "as is" condition. Except as otherwise set forth in this Lease, Landlord makes no representations, warranties or guarantees as to the physical, structural or legal condition of the Premises, its suitability for Tenant's actual, desired, or intended uses, or any other matters. Tenant is not relying upon any statements, warranties, guarantees, or representations, express or implied, made by Landlord, or its agents, not embodied in this Lease. Tenant hereby expressly acknowledges that no representations or warranties outside of this Lease have been made. All matters concerning the Premises have been independently investigated and verified by Tenant, and Tenant acknowledges that Tenant's lease of the Premises is based entirely upon its own investigations, inspections, examinations, and opinions. Tenant shall keep all equipment and fixtures in a state of repair consistent with their condition as of the effective date of this Lease, and otherwise subject to the terms and conditions hereof.

4. Term. Landlord leases the Premises to Tenant, and Tenant hereby leases the same from Landlord, for a "Term" beginning January 1, 2021 and ending December 31, 2024. The Term may be extended for a maximum of 2 years, should the parties so desire, on the same terms and conditions contained herein. Should Landlord wish Tenant to vacate the property at any time after December 31, 2024, Landlord shall provide Tenant with 1-year advance written notice to vacate ("Landlord Termination Notice"). Absent a Landlord Termination Notice, and prior to the expiration of the initial Term of this lease on December 31, 2024, Tenant shall provide Landlord with 3-months' notice of intention to vacate the Premises ("Tenant Termination Notice") at such time as Tenant wishes to terminate any extended Term. The Tenant may occupy the Premises prior to the lease start date if the Tenant vacates Suite 300, with the exception of the 153 square feet of storage area within Suite 300 included as part of the Premises, herein.

5. Rentals.

A. Tenant shall pay Rent to Landlord during the Term based on a rental rate of \$16.00 per square foot, resulting in annual rent payment of \$28,160.00. Each monthly installment payment of \$2,346.67 shall be due in advance on the first day of each month during the Term to Landlord at the Landlord's address, or at such other place designated by written notice from Landlord to Tenant, except as provided below in Paragraph 5.B. as concerns the initial term of the Lease.

B. Tenant will receive Rent Credit of \$112,640.00 for Rent payments beginning January 1, 2021 through December 31, 2024 pursuant to the terms and conditions herein concerning the sale of Suite 300 to Landlord, as further described in the Contract concerning such purchase/sale. Said Rent Credit shall be deducted from the proceeds of the sale of Suite 300 by Tenant to Landlord, and no annual rent payment shall be due for Tenant's occupancy of the Premises through December 31, 2024. Should no Landlord Termination Notice be provided, Tenant shall make monthly payments as described in Paragraph 5.A., above on or before the first day of each month during the extended term of the Lease, beginning January 1, 2025, until this lease is terminated per the terms and conditions herein.

C. If Tenant should vacate the Premises prior to the termination date of this Lease Agreement, but after three years of occupancy, then Landlord will refund Tenant \$28,160.00, or a prorated amount of annual rent, if actual occupation of the Premises extends beyond the third year of occupancy but prior to the termination date of this Lease.

D. Tenant, at its own expense, shall construct walls around the 153 square feet of storage space located in Suite 300 so as to allow Tenant's access thereto from common space within the building, and so as to secure no access thereto from Suite 300 during the Term of this Lease.

E. Landlord and Tenant acknowledge and agree that this Lease shall be and constitute an absolute net basis or a "triple-net lease", and that Rent is not intended to cover insurance, applicable taxes, and Operating Expenses allocable to the Premises. The term "Operating Expenses" shall include, but shall not be limited to, all expenses and costs incurred with respect to, and associated with, the Premises and business operated thereon and therein, the interior and exterior maintenance and operations of the building and common areas, utilities, all taxes and assessments, utility charges, insurance costs, maintenance costs and repair, and installments of special assessments, including special assessments due to deed restrictions and/or owner's associations, which accrue against the Premises during the Term of this lease, if any, as well as all insurance premiums Landlord is required to pay or deems desirable to pay. It is Tenant's responsibility to obtain all applicable insurance necessary for the Premises, and for Tenant to incur all utility and operational cost associated with Tenant's use of the Premises. Therefore, all insurance, utility costs, maintenance fees and all other charges, costs, expenses and sums that Landlord may suffer or incur as a result of Tenant's failure, or that may come due by reason of any default of Tenant, shall be deemed to be "Additional Rent", and in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay Rent. In the event actual Operating Expenses and all other expenses that Landlord may suffer or incur, or that may become due by reason of any default of Tenant, Landlord shall have the right to assess Tenant for such expenses in excess of that amount, provided that all such excess expenses shall be reasonable and represent expenditures which would be made by a reasonably prudent owner in the same or similar circumstances. Any assessments shall be paid by Tenant within thirty (30) days of Tenant's receipt of the bill from Landlord. The obligation to make any such payments shall survive the expiration or termination of this Lease and Landlord shall have all the rights and remedies as herein provided for failure to pay amounts assessed for excess expenses as for failure to pay Rent when due. At the request of Tenant, Landlord shall provide an annual account of Operating Expenses. The Landlord shall nonetheless be obligated to pay any debt service on any mortgage encumbering Landlord's fee simple interest in the Premises, and Landlord's personal income taxes with respect to the rents received by Landlord under this Lease. Except as expressly provided in this Lease, Landlord shall bear no cost or expense of any type or nature with respect to, or associated with, the Premises.

F. Landlord and Tenant acknowledge that Tenant is classified as a government non-profit organization under Title 39 of the Colorado Revised Statutes and are subject to such terms and conditions contained therein.

6. Utilities. Tenant shall pay all charges for gas, electricity, and other utilities used by Tenant on the Premises, excepting the 153 square feet of storage space in Suite 300, during the Term of this Lease. Gas and electricity shall be separately metered and billed in the Tenant's name. On or before the commencement date of this Lease, Tenant shall have applicable utilities for the Premises transferred to Tenants name. Any utilities expenses paid by Landlord, if any, shall be included as an operating expense charged to Tenant as provided in Subsection 5.E. above. Tenant shall be responsible for all telephone and telecommunications charges. Landlord shall pay all charges for gas, electricity, telephone, telecommunications, and other utilities used in Suite 300. Upon sale of Suite 300 to Landlord, all applicable utilities for Suite 300 shall be transferred to Landlords name.

7. Failure to Provide. Failure by Landlord to any extent to furnish these defined services, or any cessation thereof, shall neither render Landlord liable in any respect for damages to either person or property, be construed as an eviction or partial eviction of Tenant, work as an abatement of rent, nor relieve Tenant from fulfillment of any covenant in this Lease.

8. Maintenance and Repairs. During the term of the Lease, and any renewal thereof, Tenant shall make, at Tenant's expense, all repairs to the Premises necessary as a result of Tenants use thereof, or shall reimburse Landlord for any such repairs undertaken by Landlord. Maintenance shall include general janitorial work, routine repairs, replacement of light bulbs, mechanical filtration systems, etc., and other parts of the Premises damaged or worn through normal occupancy. Tenant shall also keep the Premises in a clean, sanitary, and safe condition in accordance with all directions, rules, and regulations of any health offices, building inspectors, and other proper officers of the governmental agencies having jurisdiction, and shall dispose of all trash and waste material in outside trash containers.

9. Alterations, Improvements, and Additions. Tenant, at Tenant's expense, shall have the right following Landlord's express written consent, which such consent by the Landlord shall not be unreasonably withheld, to redecorate, and make improvements, not including additions, to all or any part of the Premises, not including common areas, from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials, further provided that all such improvements must meet local building code as required, and further required that Tenant must upon termination or expiration of this Lease, return the Premises to its prior condition upon request of Landlord, at Tenant's expense. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations inside the Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord, unless paid for by Landlord as part of this or any subsequent agreement. Excepting that which is owned by Landlord, Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's expense, and the Premises shall be restored to its existing condition as of the effective date of this Lease

at Tenant's expense upon termination or expiration of this Lease. Tenant shall not make any changes to exterior of buildings. To the extent any alternations or improvements made by Tenant are inconsistent with those approved in writing by Landlord, Tenant may be required to restore all facilities to their prior condition or similar, at Tenant's sole expense. Tenant shall promptly pay for the costs of all Tenant Work regardless of the cost, and shall indemnify Landlord against liens, costs, damages, and expenses incurred by Landlord in connection therewith, including any attorney's fees incurred by Landlord, if Landlord shall be joined in any action or proceeding involving such work. Further, and notwithstanding the foregoing, should Landlord be forced to initiate collection proceedings for unpaid rents, nothing herein shall prevent Landlord from attaching and claiming any Personal Property maintained on the Premises pursuant to the Uniform Commercial Code and Colorado Statute, as collateral for payment of past-due rents.

10. Sub-lease and Assignment. Tenant shall have the right, only upon written consent of Landlord in Landlord's sole and complete discretion, to assign this Lease. Tenant shall not sub-lease all or any part of the Premises, or assign this Lease in whole or in part without Landlord's express written consent.

11. Taxes. Tenant shall pay, prior to delinquency, all personal property taxes with respect to their respective personal property, if any, on the Premises. If any such personal property taxes are levied against Landlord, or Landlord's property, and if Landlord pays the same (which Landlord shall have the right to do) or if the assessed value of Landlord's property or premises is increased by the inclusion therein of a value placed on such property, and if Landlord pays the taxes based on such increased assessment (which Landlord shall have the right to do), Tenant, upon demand, shall repay to Landlord, as appropriate, the taxes so levied against Landlord, or the proportion of such taxes resulting from such increase in the assessment. However, Tenant is a political subdivision of the State and therefore a tax-exempt entity, and Landlord acknowledges the same. As such, Tenant may, in its sole discretion, rather than compensate and repay Landlord for any such taxes paid by Landlord, instead challenge and obtain a refund on Landlord's behalf for such improperly assessed taxes.

12. Liability - Property Insurance. Tenant shall maintain an umbrella personal property insurance for the building, as well as all of Tenants personal property located within the Premises, and Landlord shall have no liability, responsibility, or obligation to compensate or indemnify Tenant for the loss of personal property should Tenant fail to maintain adequate building or personal property insurance. If the Premises is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, Rent shall neither be diminished, delayed, nor abated while such damages are under repair, and Tenant shall be responsible for all costs of repair not covered by insurance. Tenant acknowledges that it has no right to receive any proceeds from any insurance policies carried by Landlord, and that such insurance will be for the sole benefit of Landlord, with no coverage for Tenant for any risk insured against.

13. Entry. Landlord shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Premises. Landlord shall provide 24 hours advance verbal notice of any such inspection/entry.

14. Damage and Destruction. Subject to Paragraph 12 above, if the Premises or any part thereof or any appurtenance thereto is fully or partially destroyed by fire, casualty, or structural defects such that the same cannot be used for Tenant's purposes, then Tenant shall have the right, within ninety (90) days following such full or partial destruction, to elect by express written notice to Landlord to terminate this Lease as of the date of such destruction. In the event of minor damage to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Tenant shall cooperate in allowing the timely repair of any such damage by Landlord or their respective agents, at cost and expense of the responsible party and/or their insurer. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises are inoperable or unfit for occupancy, or use for Tenant's purposes, provided it is not the acts, omissions or negligence of Tenant or its employees, agents or assigns that is the proximate cause of such damage rendering the Premises unusable. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this Paragraph 14 extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises inoperable or unfit for occupancy or use for Tenant's purposes for a material period of time.

15. Default. If default shall at any time be made by Tenant in the timely payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

If default shall be made in any of the other covenants or conditions to be kept, observed and performed by Landlord under this Lease, and such default shall continue for thirty (30) days after notice thereof in writing to Landlord by Tenant without correction thereof then having been commenced and thereafter diligently prosecuted, Tenant may declare the term of this Lease ended and terminated by giving Landlord written notice of such termination. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Tenant on account of any Landlord default, either in law or equity.

16. Quiet Possession. Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the term of this Lease Agreement.

17. Abandonment. Tenant shall not vacate and cease to pay Rent or abandon the Premises at any time during the Term hereof, and if Tenant shall abandon, vacate and

cease to pay Rent or surrender (whether at the end of the stated Term or otherwise) the Premises, or shall be dispossessed by process of law or otherwise, then any personal property belonging to Tenant and left on the Premises shall be deemed abandoned.

18. Condemnation. If any legally constituted authority condemns all or any portion of the Premises, or specifically such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease and terminate when the public authority takes possession, and Landlord and Tenant shall account for rentals due as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority, and Tenant acknowledge Landlord's primacy as concerns condemnation compensation, as the owner of the Premises.

19. Notice. Any notice required or permitted under this Lease, prior to the effective date, shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Mason Law and Planning Group
1655 Old Forest Point, Suite 301
Monument, CO 80132

If to Tenant to:

Triview Metropolitan District
16055 Old Forest Point, Suite 302
Monument, CO 80132

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

20. Brokers. Landlord represents that Tenant was not shown the Premises by any real estate broker or agent and that Landlord has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

21. Waiver. No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. Headings. The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

23. Representations. Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except such as are expressed in this Lease.

24. Successors. The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

25. Consent. Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

26. Compliance with Law. Tenant shall comply with all local and state laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Premises. Landlord shall comply with all local and state laws, orders, ordinances and other public requirements now or hereafter affecting the Premises.

27. Amendments or Modifications. No amendment or modification of this Lease or any approvals or permissions of Landlord required under this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Lease.

28. Force Majeure. Whenever a period of time is herein provided for either party to do or perform any act or thing, except for the payment of moneys by Tenant, there shall be excluded from the computation of such period of time any delays due to strikes, riots, acts of God, shortages of labor, delays of any municipal, governmental or quasi-governmental authority, delays by utility suppliers or any cause or causes, whether or not similar to the enumerated, beyond the parties' reasonable control or the reasonable control of their agents, servants, employees and any contractor engaged by them to perform work in connection with this Lease.

29. Unenforceability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease Term, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, the parties substitute a clause or provision as similar as may be possible and be legal, valid and enforceable.

30. Provisions Negotiated and Independent. Each and every provision of this Lease has been independently, separately, and freely negotiated by the parties as if this Lease were drafted by both Landlord and Tenant. The parties, therefore, waive any statutory or common law presumption which would serve to have this document construed in favor of, or against, either party.

28. Final Agreement. This Lease terminates and supersedes all prior understandings, negotiations or agreements on the subject matter hereof, and all such

prior understandings or agreements are merged herein. This Lease may be modified only by a further writing that is duly executed by both parties.

29. Governing Law. This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado, and venue shall be proper in the District Court for El Paso County, Colorado.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

MASON LAW AND PLANNING GROUP, LLC

By: _____
Paul Mason, Manager

TRIVIEW METROPOLITAN DISTRICT

By: _____
Jim McGrady, Manager

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-5-19) (Mandatory 7-19)

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

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

Date: November 3, 2020

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. Mason Law and Planning Group, LLC (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** Severality.

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

2.3. Seller. Triview Metropolitan District (Seller) is the current owner of the Property described below.

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

Condominium Unit 300, Jackson Creek Commerce Center Condominiums, according to the Declaration filed for record in the records of the Office of the Clerk and Recorder of El Paso County, State of Colorado, on June 4, 2009 at Reception No. 209063700 and as defined and des

known as No. 16055 Old Forest Point, Suite 300, Monument, Colorado 80132,

Street Address

City

State

Zip

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

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

2.5.1. Inclusions - 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 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 Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except items for storage. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

2.5.5. **Parking and Storage Facilities.** The use or ownership of the following parking facilities:

N/A; and the use or ownership of the following storage facilities: N/A.

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.6. **Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

N/A

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

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

Items to be included in 153 square feet of storage area to be walled off at Seller's expense, and retained for Seller's use pursuant to separate lease agreement.

2.7. **Water Rights/Well Rights.**

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

N/A

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

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

N/A

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

N/A

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

N/A

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

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	n/a
		Title	
2	§ 8.1, 8.4	Record Title Deadline	December 1, 2020
3	§ 8.2, 8.4	Record Title Objection Deadline	December 15, 2020
4	§ 8.3	Off-Record Title Deadline	December 1, 2020
5	§ 8.3	Off-Record Title Objection Deadline	December 15, 2020
6	§ 8.5	Title Resolution Deadline	December 31, 2020
7	§ 8.6	Right of First Refusal Deadline	December 31, 2020
		Owners' Association	
8	§ 7.2	Association Documents Deadline	December 1, 2020
9	§ 7.4	Association Documents Termination Deadline	December 31, 2020
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	December 1, 2020
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a

		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	n/a
13	§ 5.2	New Loan Termination Deadline	n/a
14	§ 5.3	Buyer's Credit Information Deadline	n/a
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
16	§ 5.4	Existing Loan Deadline	n/a
17	§ 5.4	Existing Loan Termination Deadline	n/a
18	§ 5.4	Loan Transfer Approval Deadline	n/a
19	§ 4.7	Seller or Private Financing Deadline	n/a
		Appraisal	
20	§ 6.2	Appraisal Deadline	n/a
21	§ 6.2	Appraisal Objection Deadline	n/a
22	§ 6.2	Appraisal Resolution Deadline	n/a
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	n/a
24	§ 9.3	New ILC or New Survey Objection Deadline	n/a
25	§ 9.3	New ILC or New Survey Resolution Deadline	n/a
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	December 1, 2020
27	§ 10.3	Inspection Termination Deadline	December 15, 2020
28	§ 10.3	Inspection Resolution Deadline	December 31, 2020
29	§ 10.5	Property Insurance Termination Deadline	n/a
30	§ 10.6	Due Diligence Documents Delivery Deadline	December 1, 2020
31	§ 10.6	Due Diligence Documents Objection Deadline	December 15, 2020
32	§ 10.6	Due Diligence Documents Resolution Deadline	December 31, 2020
33	§ 10.6	Environmental Inspection Termination Deadline	n/a
34	§ 10.6	ADA Evaluation Termination Deadline	n/a
35	§ 10.7	Conditional Sale Deadline	n/a
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	n/a
37	§ 11.1, 11.2	Estoppel Statements Deadline	December 1, 2020
38	§ 11.3	Estoppel Statements Termination Deadline	December 31, 2020
		Closing and Possession	
39	§ 12.3	Closing Date	February 26, 2021
40	§ 17	Possession Date	February 26, 2021
41	§ 17	Possession Time	12:00 am
42	§ 28	Acceptance Deadline Date	November 20, 2020
43	§ 28	Acceptance Deadline Time	5pm

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

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

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 250,000.00	
2	§ 4.3	Earnest Money		\$
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$

7				
8		Credit to Seller for Rent Payments		\$ 112,640.00
9	§ 4.4	Cash at Closing		\$ 137,360.00
10		TOTAL	\$ 250,000.00	\$

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

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

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

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

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

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

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

4.5. New Loan.

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

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

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☒ **Other** Cash at Closing with remainder of payment credited to Seller for rent payments of Suite 302, 16055 Old Forest Point.

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

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

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

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed

47

Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

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

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

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

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

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

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

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

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

6. APPRAISAL PROVISIONS.

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

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

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

N/A

209 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
210 or

211 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
212 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

213 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
214 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
215 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
216 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

217 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
218 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
219 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's
220 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
221 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is
222 waived in writing by Buyer.

223 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer**
224 ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
225 agent or all three.

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

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

243 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
244 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
245 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
246 of the Association Documents, regardless of who provides such documents.

247 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

248 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
249 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
250 C.R.S.;

251 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
252 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
253 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
254 minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

255 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
256 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
257 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
258 (Association Insurance Documents);

259 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
260 disclosed in the Association's last Annual Disclosure;

261 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
262 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
263 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
264 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the
265 Association's community association manager or Association will charge in connection with the Closing including, but not limited
266 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for

the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

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

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

8.1. Evidence of Record Title.

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

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

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

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

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

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

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to

Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

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

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

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

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

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

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

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

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

384 8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE
385 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF
386 THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER
387 RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL
388 ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM
389 RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,
390 GAS OR WATER.

391 8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
392 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
393 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
394 RECORDER.

395 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
396 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
397 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
398 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

399 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
400 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
401 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
402 AND GAS CONSERVATION COMMISSION.

403 8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or
404 not covered by the owner's title insurance policy.

405 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are
406 strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

407 9. NEW ILC, NEW SURVEY.

408 9.1. New ILC or New Survey. If the box is checked, a: 1) ☐ New Improvement Location Certificate (New ILC); or,
409 2) ☐ New Survey in the form of n/a; is required and the following will apply:

410 9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☐ Buyer will order the New ILC or New Survey. The
411 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
412 after the date of this Contract.

413 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before
414 Closing, by: ☐ Seller ☐ Buyer or:

415 N/A
416
417

418 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of
419 the opinion of title if an Abstract of Title) and n/a will receive a New ILC or New Survey on or before New
420 ILC or New Survey Deadline.

421 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to
422 all those who are to receive the New ILC or New Survey.

423 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New
424 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
425 Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
426 Seller incurring any cost for the same.

427 9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the
428 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer
429 may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13:

430 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

431 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be
432 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

433 9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or
434 before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on
435 or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New
436 Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before
437 such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

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

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

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

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

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

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

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

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

10.6. Due Diligence.

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

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

n/a

☐ 10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
☐ 10.6.1.9. All insurance policies pertaining to the Property and copies of any claims which have been made for the past _____ years;
☐ 10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);
☐ 10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
☐ 10.6.1.12. Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
☐ 10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
☐ 10.6.1.14. Other documents and information:

n/a

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

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

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

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

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

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

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

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

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

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

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease

or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. ESTOPPEL STATEMENTS.

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

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

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

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

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

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

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

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

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

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

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

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

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

☐ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

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

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

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

603 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
604 to be paid at Closing, except as otherwise provided herein.

605 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
606 ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

607 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to Closing Date, Seller agrees to promptly
608 request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter
609 must be paid by ☐ None ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller. Any Record Change Fee must
610 be paid by ☐ None ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

611 **15.4. Local Transfer Tax.** ☐ The Local Transfer Tax of _____% of the Purchase Price must be paid at Closing by
612 ☐ None ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

613 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
614 as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ None ☒ Buyer ☐ Seller
615 ☐ One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):
616 _____ in the total amount of _____% of the Purchase Price or \$_____.

617 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
618 \$ n/a for:

619 ☐ Water Stock/Certificates ☐ Water District
620 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
621 and must be paid at Closing by ☐ None ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller

622 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by ☐
623 None ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

624 **15.8. FIRPTA and Colorado Withholding.**

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

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

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

640 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
641 year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☐ Most Recent Mill Levy and Most
642 Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran
643 exemption or ☒ Other n/a _____.

644 **16.2. Rents.** Rents based on ☐ Rents Actually Received ☒ Accrued. At Closing, Seller will transfer or credit to Buyer
645 the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer
646 and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's
647 obligations under such Leases.

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

657 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and n/a _____.

658 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

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

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

GENERAL PROVISIONS

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

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

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

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH.

Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

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

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

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

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

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

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid,

honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

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

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

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

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

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

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

25. TERMINATION.

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

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

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

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

765 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
766 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices
767 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
768 received by the party, not Broker or Brokerage Firm).

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

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

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

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

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

788 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

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

791 Sale of Suite 300, 16055 Old Forest Point is a term and condition of the Lease Agreement
792 entered into by Buyer and Seller for Suite 302, 16055 Old Forest Point. A portion of Suite 300,
793 being 153 square feet, will be used by the Seller for storage purposes and will be walled off by
794 Seller at Seller's expense, consistent with the terms of said lease.
795
796
797
798

799 **31. OTHER DOCUMENTS.**

800 **31.1.** The following documents are a part of this Contract:

801 Lease Agreement for Suite 302
802
803

804 **31.2.** The following documents have been provided but are not a part of this Contract:
805
806
807

808 **SIGNATURES**

809 Buyer's Name: Mason Law and Planning Group

Buyer's Name: _____

Buyer's Signature Date

Buyer's Signature Date

Address: 16055 Old Forest Point, Ste. 301, Monument, CO
Phone No.: (719) 428-4495
Fax No.:
Email Address: Paul@mlapg.com

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

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

Seller's Name: Triview Metropolitan District

Seller's Name: _____

Seller's Signature _____ Date _____
Address: 16055 Old Forest Point, Ste. 300, Monument, CO
Phone No.: (719) 488-6868
Fax No.:
Email Address: jmcgrady@triviewmetro.com

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

811

812

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

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

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

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

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

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

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

Broker's Signature

Date

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

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

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

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

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

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

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

Brokerage Firm's Name: _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____



TRIVIEW METROPOLITAN DISTRICT
16055 Old Forest Point
Suite 300
P.O. Box 849
Monument, CO 80132
(719) 488-6868 Fax: (719) 488-6565

DISBURSEMENTS OVER \$5,000
November 19, 2020

Over \$5,000 for 2020

1. Donala Water & Sanitation District **\$44,459.59**

Enterprise Fund – Wastewater Operations
Wastewater System – Wastewater TF/Donala/IGA

2020 Budget	\$747,164.00
2020 Spent YTD	\$417,809.00
Current Disbursement	<u>\$ 44,459.59</u>
2020 Remaining Budget	\$284,895.41

2. Monson, Cummins & Shohet, LLC **\$11,845.00**

Enterprise Fund – Professional Services
Development Services/Monson, Cummins & Shohet

2020 Budget	\$20,000.00
2020 Spent YTD	\$29,862.00
Current Disbursement	<u>\$11,845.00</u>
2020 Remaining Budget	\$-21,707.00

3. Brownstein Hyatt Farber Schreck **\$8,060.50**

Capital Project – Enterprise – Water Improvements
Water Purchase & Diligence Investigations

2020 Budget	\$100,000.00
2020 Spent YTD	\$543,394.00
Current Disbursement	<u>\$ 8,060.50</u>
2020 Remaining Budget	\$-451,454.50

4. Brownstein Hyatt Farber Schreck \$10,303.81

Capital Project – Enterprise – Water Improvements
Water Purchase & Diligence Investigations

2020 Budget	\$100,000.00
2020 Spent YTD	\$551,454.50
Current Disbursement	<u>\$ 10,303.81</u>
2020 Remaining Budget	\$-461,758.31

5. White Bear Ankele Tanaka & Waldron \$5,017.02

General Fund – Professional Services
Legal Fees

2020 Budget	\$20,000.00
2020 Spent YTD	\$21,638.00
Current Disbursement	<u>\$ 5,017.02</u>
2020 Remaining Budget	\$-6,655.02

6. Collin Elite, LLC \$5,108.75

Capital Project – Enterprise – Water Improvements
Sanctuary Park Site Work

2020 Budget	\$0
2020 Spent YTD	\$30,381.00
Current Disbursement	<u>\$ 5,108.75</u>
2020 Remaining Budget	\$-35,489.75

7. JDS Hydro Consultants, Inc. \$9,946.25

General Fund– Professional Services
Professional Services - Engineering

2020 Budget	\$50,000.00
2020 Spent YTD	\$43,035.00
Current Disbursement	<u>\$ 9,946.25</u>
2020 Remaining Budget	\$-2,981.25

8. JDS Hydro Consultants, Inc. (September) \$10,541.02

Capital Project - Enterprise – Wells
Drill & Outfit A-9 & D-9 Wells

2020 Budget	\$2,500,000.00
2020 Spent YTD	\$1,353,073.00
Current Disbursement	<u>\$ 10,541.02</u>
2020 Remaining Budget	\$1,136,385.98

9. JDS Hydro Consultants, Inc. \$6,855.00

Capital Project – Enterprise – Water Improvements
Regional Water/Wastewater Design & Permitting

2020 Budget	\$200,000.00
2020 Spent YTD	\$0
Current Disbursement	<u>\$ 6,855.00</u>
2020 Remaining Budget	\$193,145.00

10. JDS Hydro Consultants, Inc. \$7,144.01

Enterprise Fund – Water Operations
Professional Services - Engineering

2020 Budget	\$15,000.00
2020 Spent YTD	\$19,731.00
Current Disbursement	<u>\$ 7,144.01</u>
2020 Remaining Budget	\$-11,875.01

11. Hydro Resources Rocky Mountain \$274,573.75

Capital Project - Enterprise – Wells
Drill & Outfit A-9 & D-9 Wells

2020 Budget	\$2,500,000.00
2020 Spent YTD	\$1,363,614.02
Current Disbursement	<u>\$ 274,573.75</u>
2020 Remaining Budget	\$ 861,812.23

12. Kiewit Infrastructure Company **\$345,937.00**

Capital Project – General – Park & Street Improvements
Jackson Creek North Overlay

2020 Budget	\$2,000,000.00
2020 Spent YTD	\$1,592,247.00
Current Disbursement	\$ 345,937.00
2020 Remaining Budget	\$ 61,816.00

13. Alpine Street Sweeping, Inc. **\$7,121.25**

General Fund – Public Works/Street - Streets Operations & Maintenance
Contract Street Sweeping

2020 Budget	\$20,000.00
2020 Spent YTD	\$13,230.00
Current Disbursement	\$ 7,121.25
2020 Remaining Budget	\$ -351.25

Paid Invoices Over \$5,000 for 2020

14. Fromm & Company, LLC. **\$7,455.00**

General Fund/Enterprise Fund – Administration
Accounting Services

2020 Budget	\$80,000.00
2020 Spent YTD	\$61,578.00
Current Disbursement	\$ 7,455.00
2020 Remaining Budget	\$10,967.00

NOV 05 2020

Water & Sanitation District

Date: November 3, 2020

Triview Metropolitan District

P.O. Box 849

Monument, CO 80132

Re: Monthly Expenses of the Upper Monument Creek Regional Wastewater Treatment Facility (Plant)

To whom it may concern:

As per our Intergovernmental Agreement (IGA), section 9, enclosed you will find the monthly statement for plant expenses. It includes the following:

O&M Expenses due	\$ <u>44,459.59</u>
Additional O&M Expenses due	\$ _____
TOTAL DUE	\$ <u>44,459.59</u>

Please remit the amount due to Donala no later than the first of next month.

Regards,



Jeff Hodge

General Manager

Upper Monument Creek Regional WasteWaterTreatment Facility

Oct-2020

Day	INFLUENTS				PROCESS FLOWS					EFFLUENT			
	Donala	TVMD/FLMD	FLMD	Total	Pretreat	SBR	UV	Waste	Transfer	Pressed	001A	Reuse	Total
1	0.373	0.436	0.039	0.809	0.955	0.837	0.713	0.023	0.008	0.000	0.704	0.000	0.704
2	0.367	0.451	0.041	0.818	0.909	0.966	0.952	0.032	0.007	0.028	0.947	0.000	0.947
3	0.393	0.444	0.039	0.837	0.890	0.924	0.894	0.035	0.008	0.000	0.894	0.000	0.894
4	0.408	0.475	0.034	0.883	0.928	0.918	0.878	0.035	0.008	0.000	0.895	0.000	0.895
5	0.387	0.428	0.040	0.815	0.878	0.948	0.923	0.035	0.008	0.000	0.929	0.000	0.929
6	0.374	0.426	0.031	0.800	0.847	0.882	0.852	0.035	0.008	0.000	0.855	0.000	0.855
7	0.370	0.413	0.030	0.783	0.818	0.840	0.814	0.035	0.008	0.000	0.830	0.000	0.830
8	0.370	0.438	0.036	0.808	0.860	0.858	0.817	0.033	0.007	0.000	0.827	0.000	0.827
9	0.371	0.438	0.038	0.809	0.943	0.965	0.914	0.032	0.008	0.049	0.872	0.000	0.872
10	0.389	0.462	0.041	0.851	0.926	0.978	0.954	0.032	0.008	0.000	0.922	0.000	0.922
11	0.416	0.437	0.043	0.853	0.915	0.955	0.934	0.032	0.008	0.000	0.937	0.000	0.937
12	0.392	0.441	0.035	0.833	0.888	0.928	0.911	0.032	0.008	0.000	0.912	0.000	0.912
13	0.372	0.426	0.033	0.798	0.850	0.853	0.830	0.032	0.008	0.000	0.838	0.000	0.838
14	0.373	0.425	0.038	0.798	0.858	0.853	0.821	0.032	0.008	0.000	0.826	0.000	0.826
15	0.383	0.414	0.032	0.797	0.850	0.870	0.845	0.032	0.009	0.000	0.848	0.000	0.848
16	0.378	0.407	0.033	0.785	0.859	0.869	0.835	0.032	0.008	0.015	0.794	0.000	0.794
17	0.398	0.400	0.031	0.798	0.853	0.863	0.840	0.032	0.008	0.000	0.805	0.000	0.805
18	0.423	0.431	0.033	0.854	0.905	0.880	0.839	0.032	0.008	0.000	0.815	0.000	0.815
19	0.403	0.423	0.033	0.826	0.943	0.949	0.915	0.032	0.009	0.051	0.852	0.000	0.852
20	0.380	0.420	0.035	0.800	0.883	0.931	0.919	0.032	0.008	0.021	0.887	0.000	0.887
21	0.382	0.392	0.034	0.774	0.830	0.873	0.851	0.032	0.008	0.000	0.811	0.000	0.811
22	0.381	0.408	0.031	0.789	0.842	0.856	0.823	0.033	0.009	0.000	0.804	0.000	0.804
23	0.379	0.422	0.035	0.801	0.850	0.855	0.822	0.032	0.008	0.000	0.799	0.000	0.799
24	0.398	0.422	0.043	0.820	0.872	0.872	0.840	0.032	0.009	0.000	0.822	0.000	0.822
25	0.437	0.463	0.043	0.900	0.947	0.897	0.859	0.032	0.008	0.000	0.830	0.000	0.830
26	0.429	0.449	0.042	0.878	0.916	0.969	0.938	0.032	0.009	0.000	0.909	0.000	0.909
27	0.399	0.411	0.037	0.810	0.863	0.941	0.932	0.032	0.008	0.002	0.905	0.000	0.905
28	0.400	0.412	0.038	0.812	0.761	0.786	0.752	0.032	0.007	0.053	0.710	0.000	0.710
29	0.400	0.399	0.030	0.799	0.870	0.893	0.868	0.032	0.010	0.010	0.849	0.000	0.849
30	0.380	0.410	0.033	0.790	0.855	0.923	0.885	0.032	0.010	0.000	0.877	0.000	0.877
31	0.398	0.410	0.037	0.808	0.864	0.899	0.881	0.032	0.010	0.000	0.877	0.000	0.877
Total	12.108	13.233	1.118	25.336	27.228	27.831	26.851	1.001	0.256	0.230	26.382	0.000	26.382
Average	0.390	0.427	Pilot	0.817	0.878	0.898	0.866	0.032	0.008	0.007	0.851	0.000	0.851
Maximum	0.437	0.475	0.258	0.900	0.955	0.978	0.954	0.035	0.010	0.053	0.947	0.000	0.947
Minimum	0.367	0.392	Navsys	0.774	0.761	0.786	0.713	0.023	0.007	0.000	0.704	0.000	0.704

Meter St	126.446	350.642	37043		2133.534	0	
Meter Sp	139.421	364.767	38198		2161.771	0	
Total	12.975	14.125	1.155	27.100	28.237	0.000	28.237
% DIFF	107.2%	106.7%	103.3%	107.0%	107.0%		107.0%

DONALA WATER & SANITATION DISTRICT
Statement of Revenues and Expenditures - 2020 WASTE PLANT MONTHLY REPORT
From 10/1/2020 Through 10/31/2020

	Current Year Actual	Current Period Actual
OPERATING REVENUE		
PD-DONALA	525,891.16	0.00
FOREST LAKES O & M PAYMENTS	60,513.31	4,336.63
TRIVIEW O & M PAYMENTS	470,274.41	37,277.74
MISC. REVENUE	1,062.50	0.00
Total OPERATING REVENUE	<u>1,057,741.38</u>	<u>41,614.37</u>
EXPENSES & PROJECTS		
OPS & ADMIN EXPENSES		
CHEMICAL AND LAB	78,996.60	7,040.38
REPAIR/MAINTENANCE	108,513.87	11,005.71
TRUCK/MOWER EXP.	2,145.11	0.00
UTILITIES	192,727.52	20,793.52
CONTRACT SERVICES	23,780.65	670.38
BIOSOLIDS HAULING	69,198.05	4,124.98
TOOLS AND EQUIP.	3,987.71	58.30
INSURANCE	94,181.74	6,567.46
OFFICE EXPENSE	7,707.96	459.02
TELEPHONE	8,409.93	1,617.31
DISTRICT ENGINEER	9,084.91	659.60
SALARIES	395,149.12	34,996.93
PAYROLL TAXES	32,801.14	2,677.26
457 PLAN	19,978.66	2,020.98
TRAINING	2,477.00	0.00
FEES, PERMITS	9,628.12	0.00
PUBLICATION	698.00	0.00
O & M CAP PROJ.	0.00	0.00
MISCELLANEOUS	1,187.11	579.24
LEGAL EXPENSE	0.00	0.00
AFCURE	33,293.30	1,850.00
Total OPS & ADMIN EXPENSES	<u>1,093,946.50</u>	<u>95,121.07</u>
Total EXPENSES & PROJECTS	<u>1,093,946.50</u>	<u>95,121.07</u>
CURRENT YTD INCOME (LOSS)	<u>(36,205.12)</u>	<u>(53,506.70)</u>

UMCRWTF MONTHLY STATEMENT

Month of October 2020

O & M Costs

Monthly Influent Summary:

	Gallons	Percentage
Total Influent	253360000.00	
TV Influent	118410000.00	46.74%
FL Influent	13920000.00	5.49%
Donala Influent	121030000.00	47.77%
		<u>100.0%</u>

Monthly O & M Expense Summary

Total Monthly Expense	\$95,121.07
TV Expense	\$44,459.59
FL Expense	\$5,222.15
Donala Expense	<u>\$45,439.34</u>
	<u>\$95,121.08</u>

Triview O & M Costs:

Previous Balance	\$0.00
Interest	<u>\$0.00</u>
Subtotal	<u>\$0.00</u>
	<u>\$0.00</u>
Current Balance	\$0.00
O&M Due	<u>\$44,459.59</u>

Forest Lakes O & M Costs:

Previous Balance	\$0.00
Interest	<u>\$0.00</u>
Subtotal	<u>\$0.00</u>
	<u>\$0.00</u>
Current Balance	\$0.00
O&M Due	<u>\$5,222.15</u>