

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re:)	
)	
CRAIG J. WALKER and)	Case No. 15-18281 EEB
SUSAN ANN WALKER,)	Chapter 11
)	
Debtors.)	
_____)	
)	
WALKER III – VOSS, LLC,)	Case No. 15-19428 EEB
)	Chapter 11
Debtor.)	
)	<i>Jointly Administered Under</i>
)	<i>Case No. 15-18281 EEB</i>

**EXAMINER’S MOTION TO: (I)
APPROVE SALE OF ESTATE’S INTEREST IN REAL PROPERTY
FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS; AND
(II) EMPLOY AND COMPENSATE BROKER
(104 North Adams Boulevard, Westcliffe, CO)**

C. Randel Lewis, as examiner (the “Examiner”) for the Craig J. Walker and Susan Ann Walker (the “Debtors”) bankruptcy case and as Examiner in the Walker III-Voss, LLC (“Walker-Voss”) bankruptcy case, submits this Motion to: (I) Approve Sale of Estate’s Interest In Real Property Free and Clear of Liens, Claims, and Interests; and (II) Employ and Compensate Broker (104 North Adams Boulevard, Westcliffe, CO) (this “Motion”). The Motion seeks entry of an order approving the sale of real estate titled in the Craig J. Walker Revocable Trust (the “Walker Trust”) to unrelated third-party purchasers, Lynn Branam and Sarah A. Branam (the “Buyers”), and to employ and compensate Custer County Realty, Inc. as sales broker. In support of this Motion, the Examiner states as follows:

BACKGROUND

1. On July 24, 2015 (the “Petition Date”), the Debtors filed their voluntary petition for relief in Case No. 15-18281 EEB (the “Bankruptcy Case”) under Chapter 11 of Title 11, U.S.C. (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Colorado (this “Court”). On August 24, 2015, Walker-Voss, filed its voluntary petition for relief in Case No. 15-19428 EEB. The Walker-Voss case is jointly administered with the Debtors’ bankruptcy case.

2. The Debtors remain in possession under 11 U.S.C. §§ 1107 and 1108. The Committee was appointed in the Debtors’ Bankruptcy Case on August 10, 2015, as amended by the United States Trustee on February 24, 2016. Dkt. #436. On November 10, 2015, the Court entered its Order Granting Motion to Appoint Examiner with Powers and Denying Motion for Trustee. Dkt. #362 (the “Examiner Order”). On November 23, 2015, the United States Trustee moved for the appointment of the Examiner. By order entered on December 1, 2015, the Examiner was appointed to carry out the Examiner Order. Dkt. #390.

3. On September 27, 2016, the Court entered its Order Granting Examiner’s Motion to Approve Settlement Agreement, Dkt. #779, approving an agreement among the Debtors, the Examiner, the Committee and certain creditors (the “Settlement”). Dkt. #670-1. The Court also approved the Settlement separately in the Walker-Voss Case on September 27, 2016. Dkt. #781. The Examiner was appointed in the Walker-Voss Case on October 5, 2016. Dkt. #788. Under the Settlement, the Examiner is vested with rights, powers, and obligations in addition to those under the initial Examiner Order.

4. The Debtors’ assets include the Craig J. Walker Revocable Trust (the “Walker Trust”), which is the title owner of real estate known as 104 North Adams Boulevard in

Westcliffe, Colorado (the “Property”). The Property consists of a three bedroom, single family residence built in the early 1990’s on just less than a half an acre of land in Custer County, Colorado. The Walker Trust owns title to the Property free and clear of mortgages, but the Property is subject to transcripts of judgment recorded before the Petition Date, as explained further in this Motion.

5. The Debtors valued the Property in their schedules at \$300,000. Not long after the Petition Date, on August 21, 2015, the Debtors sought to retain Custer County Realty, Inc. as broker to list and sell the Property. *See* Dkt. 102. The Committee objected, complaining that the proposed listing price of \$299,900 was “too high,” and that a price of \$150,000 to \$200,000 was perhaps more appropriate given prepetition litigation in Douglas County. *See* Dkt. 132. The Court has held the employment application and the Committee’s objection in abeyance since September 2, 2015. Nevertheless, the broker has marketed the property since November, 2016, with the understanding that all sales and commissions remain subject to Court approval.

6. In order to facilitate the liquidation of estate assets, the Walker Trust (as seller) has entered into a contract to sell the Property to the Buyers for \$275,000.00. A copy of the Contract to Buy and Sell Real Estate (Residential) is attached as **Exhibit A** (the “Sale Contract”). Through this Motion, the Examiner requests approval of the Sale Contract and the sale of the estate’s interest in the Property under 11 U.S.C. §§ 105 and 363(b) and (f), with all liens, claims, and interests to attach to the proceeds of sale to the same extent, and with the same validity and priority, as they existed on the Petition Date. The Examiner also requests an order authorizing the employment and compensation of Custer County Realty, Inc. as sales broker. The Affidavit and Fee Disclosure Statement Robert M. Senderhauf is attached as **Exhibit B** (the “Broker Affidavit”).

ARGUMENT AND AUTHORITY

7. Approval of a sale of property pursuant to Section 363 is warranted where there exists a “sound business reason.” *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983). “In evaluating whether a sound business purpose justifies the use, sale or lease of property under Section 363(b), courts consider a variety of factors, which essentially represent a ‘business judgment test.’” *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999); *see also In re Castre, Inc.*, 312 B.R. 426, 328 (Bankr. D. Colo. 2004) (applying business judgment test to sale of substantially all of debtor’s assets).

8. Factors bearing on whether a sound business reason or purpose supports a proposed sale of estate property include (where applicable):

- (1) the proportionate value of the asset to the estate as a whole;
- (2) the amount of elapsed time since the filing;
- (3) the likelihood that a plan of reorganization will be proposed and confirmed in the near future;
- (4) the effect of the proposed disposition on the future plans of reorganization;
- (5) the proceeds to be obtained from the disposition vis-à-vis any appraisals of the property;
- (6) which of the alternatives of use, sale or least the proposal envisions; and
- (7) most importantly perhaps, whether the asset is increasing or decreasing in value.

In re Medical Software Solutions, 286 B.R. 431, 441 (Bankr. D. Utah 2002) (quoting *Lionel*, 722 F.2d at 1071) (emphasis omitted). “[T]he bankruptcy court has considerable discretion” in evaluating and approving a proposed transfer other than in the ordinary course of business under Section 363(b). *Montgomery Ward*, 242 B.R. at 153; *see Moldo v. Clark (In re Clark)*, 266 B.R. 163, 168 (B.A.P. 9th Cir. 2001) (recognizing that “[r]ulings on motions to sell property of the

estate other than in the ordinary course of business pursuant to section 363 are reviewed for abuse of discretion”).

9. Two creditors claim liens or interests in the Property by virtue of prepetition judgments and transcripts recorded in Custer County. Wells Fargo Bank Minnesota, NA (“Wells”) recorded transcripts of judgment from Douglas County, Colorado Case No. 2013CV30490 in the amount of \$18,037,085.43 in Custer County on September 25, 2013. *See, e.g.,* Proof of Claim #3-2, part 19, p. 6. CIBC, Inc. (“CIBC”) recorded a transcript of judgment from Douglas County, Colorado Case No. 2013CV30490 in the amount of \$5,086,483.43 in Custer County on October 24, 2013. *See* Proof of Claim #18-1, part 6, p. 17. Upon information and belief, neither Wells nor CIBC will object to liquidation of the Property, as long as their liens attach to the net proceeds to the same extent as they existed on the Petition Date, and provided that the net proceeds received by the estate are segregated pending further Court orders.

10. Moreover, a party’s consent to a free and clear transfer under Section 363(f)(2) may be implied; an interest holder’s failure to object, after appropriate notice and an opportunity, qualifies as consent for purposes of a free and clear sale. *See FutureSource LLC v. Reuters Ltd.*, 312 F.3d 281, 285 (7th Cir. 2002) (concluding that, given proper notice, “lack of objection . . . counts as consent” for free and clear sale under § 363(f)(2)); *Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345-46 (E.D. Pa. 1988); *Hargrave v. Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994); *cf. In re DeCelis*, 349 B.R. 465, 469 (Bankr. E.D. Va. 2006). The sale also may be authorized under § 363(f)(5), provided that the liens attach to the proceeds. *See Compass Bank v. Investment Co. of the Southwest, Inc. (In re Investment Co. of the Southwest, Inc.)*, 302 B.R. 112, 2003 WL 22900480 *7 (B.A.P. 10th Cir. Dec. 8, 2003)

(unpublished) (per curiam) (noting that “[c]ram down under chapter 11 has been suggested as a means by which an entity could be compelled to accept a money satisfaction” under § 363(f)(5))

11. The Sale Contract should be approved under the foregoing standards. The Examiner has evaluated the value of the Property and believes that the transaction with the Buyers is reasonable and arms’ length. A sale of the estate’s interest in the Property, free and clear of liens, claims and interests under § 363(f) will maximize value for creditors. All liens, claims, and interests will attach to the proceeds of sale to the same extent, and with the same validity and priority, as they existed on the Petition Date.

12. The Examiner also believes that employment and compensation of Custer County Realty, Inc. is appropriate under 11 U.S.C. §§ 327(a) and 328. As set forth in prior pleadings, and in the Broker Affidavit, *see* Dkt. 102-2 and **Exhibit B**, Custer County Realty, Inc: (a) qualifies as “disinterested” for purposes of employment in the Debtors’ case; and (b) will be compensated through a standard 6% sales commission for the transaction. The Examiner believes that the compensation is reasonable and appropriate under 11 U.S.C. § 330.

WHEREFORE, the Examiner respectfully requests entry of an order granting this Motion: (a) approving the Sale Contract and the sale of the Property free and clear, with all liens to attach to the proceeds; (b) approving the employment and compensation of Custer County Realty, Inc.; and (c) authorizing the Debtors and the Examiner to execute documents and take all appropriate action to close the transaction.

Dated this 20th day of March, 2017.

LINDQUIST & VENNUM LLP

By: /s/ Theodore J. Hartl
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Counsel for C. Randel Lewis, Examiner

CERTIFICATE OF SERVICE

The undersigned does hereby certify that on March 20, 2017, a true and correct copy of the foregoing **EXAMINER'S MOTION TO: (I) APPROVE SALE OF ESTATE'S INTEREST IN REAL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS; AND (II) EMPLOY AND COMPENSATE BROKER (104 NORTH ADAMS BOULEVARD, WESTCLIFFE, CO)** was served via U.S. Mail, first class postage prepaid, on the parties identified in the attached list.

/s/ Brandon Blessing
Brandon Blessing

Label Matrix for local noticing
1082-1
Case 15-18281-EEB
District of Colorado
Denver
Mon Mar 20 11:50:29 MDT 2017

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(u)First Southwest Bank

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(u)Hallmark Marketing Company, LLC

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(u)Official Unsecured Creditors Committee

(u)Pineda NPL-F2 LLC

(u)RubinBrown LLP

(u)Sender Wasserman Wadsworth, P.C.

(u)Dept. of Revenue State of Colorado

(u)The Mission Bank

(u)Trigild Inc.

(u)Vectra Bank Colorado, National Association

(u)Walker III-Voss,L.L.C.

(u)Wells Fargo Bank Minnesota, N.A., as Trust

(u)Wells Fargo Bank of Minnesota NA

End of Label Matrix
Mailable recipients 106
Bypassed recipients 27
Total 133

Exhibit A



RE/MAX Valley Brokers
95 Main Street Suite A / PO Box 1381 Westcliffe, CO 81252
Kimberly J. Powers Broker kimberly@westcliffe.com
Ph: 719-783-0900

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS1-6-15) (Mandatory 1-16)

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

CONTRACT TO BUY AND SELL REAL ESTATE
(RESIDENTIAL)

Date: 3/2/2017

AGREEMENT

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

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** Buyer, *Lynn Branam and Sarah A. Branam*, will take title to the Property described below as

Joint Tenants Tenants In Common Other *n/a*.

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

2.3. **Seller.** Seller, *Craig J. Walker Revocable Trust*, 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 Custer, Colorado:

LOTS 2 & 3 BLK 11A ADAMS ADDITION #1 AMENDED

known as No. **104 N Adams Boulevard, Westcliffe, CO 81252,**

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 All 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 **Refrigerator, Stove, Microwave, Washer and Dryer, Wood Stove in Living Room, hot tub and pellet stove in the rec room.** .
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: n/a

2.5.5. **Parking and Storage Facilities.** Use Only Ownership of the following parking facilities: n/a; and Use Only Ownership of the following storage facilities:

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n/a.

2.6. Exclusions. The following items are excluded (Exclusions): n/a

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

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, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing: n/a

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

Item No.	Reference	Event	Date or Deadline	
1	§ 4.3	Alternative Earnest Money Deadline	3/9/2017	Thursday
		Title		
2	§ 8.1	Record Title Deadline	3/10/2017	Friday
3	§ 8.2	Record Title Objection Deadline	3/13/2017	Monday
4	§ 8.3	Off-Record Title Deadline	3/10/2017	Friday
5	§ 8.3	Off-Record Title Objection Deadline	3/13/2017	Monday
6	§ 8.4	Title Resolution Deadline	3/14/2017	Tuesday
7	§ 8.6	Right of First Refusal Deadline	n/a	
		Owners' Association		
8	§ 7.3	Association Documents Deadline	n/a	
9	§ 7.4	Association Documents Objection Deadline	n/a	
		Seller's Property Disclosure		
10	§ 10.1	Seller's Property Disclosure Deadline	3/9/2017	Thursday
		Loan and Credit		
11	§ 5.1	Loan Application Deadline	n/a	
12	§ 5.2	Loan Objection Deadline	n/a	
13	§ 5.3	Buyer's Credit Information Deadline	n/a	
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a	
15	§ 5.4	Existing Loan Documents Deadline	n/a	
16	§ 5.4	Existing Loan Documents Objection Deadline	n/a	
17	§ 5.4	Loan Transfer Approval Deadline	n/a	
18	§ 4.7	Seller or Private Financing Deadline	n/a	
		Appraisal		
19	§ 6.2	Appraisal Deadline	3/24/2017	Friday
20	§ 6.2	Appraisal Objection Deadline	3/25/2017	Saturday
21	§ 6.2	Appraisal Resolution Deadline	3/27/2017	Monday
		Survey		
22	§ 9.1	New ILC or New Survey Deadline	n/a	
23	§ 9.3	New ILC or New Survey Objection Deadline	n/a	
24	§ 9.4	New ILC or New Survey Resolution Deadline	n/a	

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		Inspection and Due Diligence		
25	§ 10.3	Inspection Objection Deadline	3/17/2017	Friday
26	§ 10.3	Inspection Resolution Deadline	3/20/2017	Monday
27	§ 10.5	Property Insurance Objection Deadline	3/13/2017	Monday
28	§ 10.6	Due Diligence Documents Delivery Deadline	n/a	
29	§ 10.6	Due Diligence Documents Objection Deadline	n/a	
30	§ 10.6	Due Diligence Documents Resolution Deadline	n/a	
31	§ 10.7	Conditional Sale Deadline	4/7/2017	Friday
		Closing and Possession		
32	§ 12.3	Closing Date	4/12/2017	Wednesday
33	§ 17	Possession Date	4/12/2017	Wednesday
34	§ 17	Possession Time	At Closing Upon Disbursement	
35	§ 28	Acceptance Deadline Date	3/2/2017	Thursday
36	§ 28	Acceptance Deadline Time	9 pm MST	
37	n/a	n/a	n/a	
38	n/a	n/a	n/a	

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

3.1. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

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

4. PURCHASE PRICE AND TERMS.

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	\$275,000.00	
2	§ 4.3	Earnest Money		\$5,000.00
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7	n/a	n/a		
8	n/a	n/a		
9	§ 4.4	Cash at Closing		\$270,000.00
10		TOTAL	\$275,000.00	\$275,000.00

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 **Good Funds**, will be payable to and held by **Unified Title** (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

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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, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

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

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

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

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

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

TRANSACTION PROVISIONS

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

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

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

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

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

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

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

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

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

6.2.2. FHA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than \$ *n/a*. The purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure.

313 HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy
314 himself/herself that the price and condition of the Property are acceptable.

315 6.2.3. VA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the
316 purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to
317 complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the
318 reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall,
319 however, have the privilege and option of proceeding with the consummation of this Contract without regard to the
320 amount of the reasonable value established by the Department of Veterans Affairs.
321

322 6.3. Lender Property Requirements. If the lender imposes any requirements, replacements, removals or
323 repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof
324 repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to
325 Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt
326 of the Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.3 does not
327 apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter into a written agreement
328 regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or (3) the satisfaction
329 of the Lender Requirements is waived in writing by Buyer.
330

331 6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely
332 paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal
333 management company, lender's agent or all three.
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338 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common
339 Interest Community and subject to such declaration.

340 7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A
341 COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE
342 OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION
343 FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF
344 THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE
345 FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
346 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE
347 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT.
348 THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT
349 THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY
350 THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE
351 ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD
352 INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS
353 SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES
354 AND REGULATIONS OF THE ASSOCIATION.
355

356 7.2. Owners' Association Documents. Owners' Association Documents (Association Documents)
357 consist of the following:
358

359 7.2.1. All Owners' Association declarations, articles of incorporation, bylaws, articles of
360 organization, operating agreements, rules and regulations, party wall agreements;
361

362 7.2.2. Minutes of most recent annual owners' meeting;
363

364 7.2.3. Minutes of any directors' or managers' meetings during the six-month period immediately
365 preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§
366 7.2.1, 7.2.2 and 7.2.3, collectively, Governing Documents); and
367

368 7.2.4. The most recent financial documents which consist of: (1) annual and most recent
369 balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve
370 study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).
371

372 7.3. Association Documents to Buyer.
373

374 7.3.1. Seller to Provide Association Documents. Seller is obligated to provide to Buyer the
375 Association Documents, at Seller's expense, on or before Association Documents Deadline. Seller authorizes
376 the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide
377 the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who
378 provides such documents.
379

380 7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer
381 has the Right to Terminate under § 25.1, on or before Association Documents Objection Deadline, based on
382 any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should
383 Buyer receive the Association Documents after Association Documents Deadline, Buyer, at Buyer's option, has
384 the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after
385 Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's
386 Notice to Terminate would otherwise be required to be received by Seller after Closing Date, Buyer's Notice to
387 Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate
388 within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives
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391 any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or
392 Contract Approval).
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395 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

396 **8.1. Evidence of Record Title.**

397 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will
398 select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before
399 **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy
400 (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title**
401 certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon
402 as practicable at or after Closing.
403

404 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title
405 insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title**
406 **Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment),
407 in an amount equal to the Purchase Price.
408

409 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.
410

411 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain
412 Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure
413 over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey
414 matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of
415 commitment to the date and time the deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax
416 sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by **Buyer**
417 **Seller** **One-Half by Buyer and One-Half by Seller** **Other** *n/a*.
418

419 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or
420 delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a
421 New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is
422 not satisfactory to Buyer, Buyer has a right to object under § 8.4 (Right to Object to Title, Resolution).
423

424 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,
425 declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents
426 (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title
427 Commitment furnished to Buyer (collectively, Title Documents).
428

429 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**,
430 copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the
431 clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents
432 required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance
433 policy.
434

435 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title
436 covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**
437 **Deadline**.
438

439 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment
440 and any of the Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title**
441 **Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment
442 or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective
443 discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the
444 **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a
445 copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the
446 earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required
447 Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title
448 Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or
449 Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the
450 provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any,
451 to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's
452 Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the
453 condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.
454

455 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies
456 of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements,
457 liens (including, without limitation, governmental improvements approved, but not yet installed) or other title
458 matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller
459 has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to investigate if any third
460 party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line
461 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory
462 condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's
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469 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-
470 Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or
471 ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to
472 Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this
473 Contract are governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller does not
474 receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer
475 accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.
476

477 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not
478 limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in
479 Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline, Buyer
480 has the following options:
481

482 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title
483 matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a
484 written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of
485 **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection
486 (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on
487 or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title
488 Deadline, or both, are extended to the earlier of Closing or ten days after receipt of the applicable documents by
489 Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also will be
490 automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or
491

492 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under §
493 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective
494 discretion.
495

496 **8.5. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL
497 OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON
498 THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE
499 PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT
500 WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE
501 SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE
502 THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE
503 COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY
504 OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY
505 CLERK AND RECORDER, OR THE COUNTY ASSESSOR.
506

507 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on
508 any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective
509 discretion.
510

511 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a
512 right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
513 such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve
514 disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or
515 the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in
516 writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not
517 occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.
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519 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should
520 be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title,
521 ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back
522 requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and
523 other unrecorded agreements, water on or under the Property, and various laws and governmental regulations
524 concerning land use, development and environmental matters.
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526 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
527 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER**
528 **OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR**
529 **WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,**
530 **GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH**
531 **INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO**
532 **ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**
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534 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**
535 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**
536 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY**
537 **CLERK AND RECORDER.**
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539 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**
540 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL**
541 **COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING**
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WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

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

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

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

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

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

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

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 Closing, by: **Seller** **Buyer** or: n/a

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

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

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

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 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

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

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

9.3.3. **New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before 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, DUE DILIGENCE, BUYER DISCLOSURE AND SOURCE OF WATER.**

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, current as of the date of this Contract.

10.2. **Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known by Seller. Seller agrees that disclosure of latent defects will be in writing. 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;

625 Buyer may, on or before **Inspection Objection Deadline**:

626 **10.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

627 **10.3.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical
628 condition that Buyer requires Seller to correct.

629 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before
630 **Inspection Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or
631 before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless
632 Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before
633 expiration of **Inspection Resolution Deadline**.

634 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other
635 written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering
636 reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the
637 Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the
638 Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from
639 and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien.
640 This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any
641 such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal
642 fees and expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not
643 apply to items performed pursuant to an Inspection Resolution.

644 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and
645 premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before
646 **Property Insurance Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in
647 Buyer's sole subjective discretion.

648 **10.6. Due Diligence.**

649 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver
650 copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer
651 on or before **Due Diligence Documents Delivery Deadline**:

652 **10.6.1.1.** All current leases, including any amendments or other occupancy agreements,
653 pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive
654 Closing are as follows (Leases): n/a

655 **10.6.1.2.** Other documents and information:
656 n/a

657 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and
658 object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are
659 unsatisfactory in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**
660 **Objection Deadline**:

661 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

662 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of
663 any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

664 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection
665 is received by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have
666 not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this
667 Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written
668 withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due**
669 **Diligence Documents Resolution Deadline**.

670 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that
671 certain property owned by Buyer and commonly known as 147/153 CR 182G Westcliffe, CO 81252. Buyer has
672 the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before
673 **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This § 10.7 is for the sole
674 benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**,
675 Buyer waives any Right to Terminate under this provision.

676 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer
677 **Does** **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of
678 Water Addendum disclosing the source of potable water for the Property. There is **No Well**. Buyer **Does**
679 **Does Not** acknowledge receipt of a copy of the current well permit.

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

683 **10.9. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater
684 or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping
685 purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an
686 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as
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required by the applicable building code.

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

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

11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

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

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

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

13.2. Distribution utility easements (including cable TV),

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

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

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

13.6. Other n/a.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.4. **Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and *Propane tank if leased.*

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 § 10.6.1.1.

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 \$ **125** per day (or any part of a day notwithstanding § 18.1) from Possession Date and Possession Time until possession is delivered.

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

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

GENERAL PROVISIONS

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

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

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

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

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), 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. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, 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.

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

21.1. If Buyer is in Default:

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

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

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

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

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

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

25. TERMINATION.

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

1015 agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No
1016 subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable
1017 unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or
1018 is intended to be performed after termination or Closing survives the same. Any successor to a Party receives the
1019 predecessor's benefits and obligations of this Contract.
1020

1022 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

1024 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except
1025 as provided in § 27.2, and is effective when physically received by such party, any individual named in this
1026 Contract to receive documents or notices for such party, the Broker, or Brokerage Firm of Broker working with
1027 such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage
1028 Firm).
1029

1030 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic
1031 form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, the
1032 Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
1033 received by the party; not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or
1034 n/a.
1035

1036 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at
1037 the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the
1038 information necessary to access the documents, or (3) facsimile at the Fax No. of the recipient.
1039

1040 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in
1041 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a
1042 contract in Colorado for real property located in Colorado.
1043

1044 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by
1045 Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such
1046 acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If
1047 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
1048 executed by each party, separately, and when each party has executed a copy thereof, such copies taken together
1049 are deemed to be a full and complete contract between the parties.
1050

1051 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including,
1052 but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and**
1053 **Obligations, Title Insurance, Record Title and Off-Record Title, New ILC, New Survey and Property**
1054 **Disclosure, Inspection, Indemnity, Insurability, Due Diligence, Buyer Disclosure and Source of Water.**
1055

1059 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

1061 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado
1062 Real Estate Commission.)
1063 n/a

1064 **31. ATTACHMENTS.**

1065 **31.1.** The following attachments are a part of this Contract:
1066 n/a

1067 **31.1.1.** Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is
1068 checked in § 17 the Post-Closing Occupancy Agreement is attached.
1069

1070 **31.2.** The following disclosure forms are attached but are not a part of this Contract:
1071 n/a

1072 **SIGNATURES**

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1084 *Lynn Branam*

Date: 3/2/2017

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1087 Buyer: Lynn Branam

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1092 Date:

3/2/2017

Sarah A. Branam

Buyer: *Sarah A. Branam*

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

Craig J. Walker, Trustee

Date: 3/2/2017

Seller: *Craig J. Walker Revocable Trust*
By: *Craig J. Walker, Trustee*
Address: *420 E 58th Ave. Denver CO 80216*
Phone: Fax:
Email Address:

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

You will be able to view the [Initials Boxes](#) once you have clicked on [Countered](#) or [Rejected](#).

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

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

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

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

Brokerage Firm's Name: *RE/MAX Valley Brokers*

Save Select Signature Font Clear

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Broker's Name: **Kimberly J. Powers**
Address: **95 Main Street Suite A / PO Box 1381 Westcliffe, CO 81252**
Ph: **719-783-0900** Fax: Email Address: **kimberly@westcliffe.com**

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

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

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

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other .
Brokerage Firm's Name: **Custer County Realty**

Bob Senderhauf

Date: 3/2/2017

Broker's Name: **Bob Senderhauf**
Address: **Westcliffe, CO 81252**
Ph: **719.783.9221** Fax: Email Address: **info@custerrealty.com**

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