SUBJECT: RESOLUTION NO. 78, SERIES 2025 – A RESOLUTION APPROVING A PURCHASE CONTRACT TO BUY REAL ESTATE AT 101 W. CHERRY STREET AND AUTHORIZING THE USE OF GENERAL FUND RESERVES FOR THE PURCHASE

DATE: OCTOBER 7, 2025

PREPARED BY: DIANA LANGLEY, CITY MANAGER

PRESENTED BY: DIANA LANGLEY, CITY MANAGER

SUMMARY:
Attached for consideration is a contract to purchase 101 W. Cherry Street for $2,250,000 using General Fund Reserves. If approved, closing would take place by November 5, 2025.

BACKGROUND / PRIOR DISCUSSIONS:
On July 31, 2025, the City Manager was notified that the property at 101 W Cherry Street in Louisville was expected to go under contract that day, with a closing scheduled for August 29, 2025. The City holds a right of first refusal under the conservation easement between the City of Louisville and Klubert and Helen Warembourg executed July 19, 1994 (attached). The purchase price for the property was $2,225,000.00. The City had 30 days to notify the seller whether it elected to purchase the property under the same terms and conditions as the contract, with the exception that the City would have 90 days after exercising the option to close.

Property Background
101 W Cherry Street is a 4.92-acre lot that currently includes a single-story home that was constructed in 1965, plus an “open cattle shed” and two other farm utility buildings. According to the Boulder County Assessor’s online records (attached), the residence is 1,312 square feet above ground with a 1,156 finished basement.

The property is Lot 1 of the Warembourg Subdivision, which was approved by the City Council in 1994. In addition to the conservation easement over the property, the Subdivision Agreement (attached) limits any construction or reconstruction on this property to a single-family dwelling not to exceed a footprint of 3,000 square feet (single story) or a building footprint of 2,000 square feet (two story, not to exceed a height of 30 feet). Additionally, the property is zoned Agriculture (A) and is subject to yard and bulk standards for that district.

The property is not currently listed on the Open Space Advisory Board’s acquisition list.

Prior Council Action

- August 28, 2025 – The City Council held an Executive Session and afterward voted to exercise the right of first refusal to purchase the property for $2,250,000, with the provision that the property be used for a public purpose.

ANALYSIS:
The property's proximity to Daughenbaugh Open Space, Warembourg Open Space, and Warembourg Fishing Pond offers significant potential for public use.

Should the property be designated for any public purpose, careful consideration will need to be given to the existing shared gated driveway that serves 115 and 101 W. Cherry Street. Modifications to the driveway – or the construction of a new one - will likely be necessary. Also, ADA access and parking will need to be assessed and addressed as appropriate.

A recent inspection found the existing structures to be in generally good condition, though approximately $20,000 in repairs have been identified. This estimate does not include any cosmetic or functional upgrades that may be required depending on the property's intended use.

Following the completion of the property purchase, staff will present options for consideration regarding its potential use.

2025 COUNCIL WORK PLAN:
The purchase of 101 W. Cherry Street aligns with the City Council's priority of Core Services.

FISCAL IMPACT:
Budgeted?: **No**
The $2,250,000 plus closing costs needed to purchase 101 W. Cherry Street is not budgeted. Staff is recommending using General Fund Reserves to provide maximum flexibility for the use of the property. The estimated General Fund Reserves Fund Balance at December 31, 2025 is $17.0 M, and the Targeted Reserve is $6.8 M. There are sufficient funds to cover the purchase, but it is important to note that through the 2026 Supplemental Budget process, up to $1.7 M of General Fund Reserves is to be set aside for Marshall Fire Permit Fee Rebates. Furthermore, the latest Long Term Financial Forecast estimates General Fund Reserves Fund Balance at December 31, 2030 at $11.9 M, and the Targeted Reserve is $7.8 M.

A Budget Amendment will be required.

ALTERNATIVE(S):

Utilize Open Space funds to purchase the property. However, if the property is zoned for Open Space, the City's Charter requires that the use be in accordance with the classification and management requirements identified in Section 15-4. Those restrictions may not align with Council's intention for the use of the property.

RECOMMENDATION:
Staff recommends approval of the contract to purchase 101 W. Cherry Street in the amount of $2,250,000 using General Fund Reserves.

ATTACHMENTS:
1. Resolution No. 78, Series 2025
2. Contract to Buy and Sell Real Estate
3. Conservation Easement
4. Boulder County Assessor's Online Records
5. Subdivision Agreement
6. Presentation

RESOLUTION NO. 78
SERIES 2025

A RESOLUTION APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE AT 101 W. CHERRY STREET AND AUTHORIZING THE USE OF GENERAL FUND RESERVES FOR THE PURCHASE

WHEREAS, on July 31, 2025, the City Manager was notified that the property at 101 W. Cherry Street was expected to go under contract with a closing scheduled for August 29, 2025; and

WHEREAS, the City holds a right of first refusal under the conservation easement between the City of Louisville and Klubert and Helen Warembourg, executed July 19, 1994; and

WHEREAS, the purchase price for the property was $2,250,000; and

WHEREAS, the City had thirty (30) days to notify the seller whether it elected to purchase the property under the same terms and conditions as the contract, with the exception that the City would have ninety (90) days after exercising the option to close; and

WHEREAS, on August 28, 2025, the City Council voted to exercise the right of first refusal to purchase the property for $2,250,000, with the provision that the property be used for a public purpose; and

WHEREAS, a purchase contract for the Property has been prepared; and

WHEREAS, the City Council desires to approve the purchase contract and approve other actions in connection with the acquisition of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. That certain Contract to Buy and Sell Real Estate between the City of Louisville and the Helen R. Warembourg Living Trust Dated July 25, 2006, for the City's acquisition of the Property (the "Purchase Contract"), a copy of which Purchase Contract accompanies this resolution, is hereby approved.

Section 2. City Council further approves the use of monies from the City's General Fund Reserves to purchase the Property and to pay the City's associated closing costs.

Section 3. The Mayor is authorized to execute the Purchase Contract, and the Mayor is hereby further granted the authority to negotiate and approve such revisions to the

Purchase Contract as determined necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Purchase Contract are not altered.

Section 4. The Mayor, City Manager, City Clerk and City staff are further authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Purchase Contract and this resolution, and are further authorized to execute and deliver any and all documents necessary to effect the purchase of the Property under the terms and conditions of said Purchase Contract and this resolution, including but not limited to execution and delivery of closing documents required by the Purchase Contract or the title company in connection with closing.

PASSED AND ADOPTED this 7th day of October 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

CONTRACT TO BUY AND SELL REAL ESTATE
(RESIDENTIAL)

Date: September 26 , 2025

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. CITY OF LOUISVILLE (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other**: TENANT IN SEVERALTY.

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

2.3. Seller. HELEN R. WAREMBOURG LIVING TRUST DATED JULY 25, 2006 (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 Boulder, Colorado (insert legal description):

LOT 1,
WAREMBOURG SUBDIVISION

known as: 101 W. Cherry Street, Louisville, Colorado 80027

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) and garage door openers (including __________ remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.8. (Leased Items). 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. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price**:**

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00 P.M.
2	§ 4	Alternative Earnest Money Deadline	October 10, 2025
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	October 17, 2025
4	§ 8	Record Title Objection Deadline	October 22, 2025
5	§ 8	Off-Record Title Deadline	October 22, 2025
6	§ 8	Off-Record Title Objection Deadline	October 27, 2025
7	§ 8	Title Resolution Deadline	October 30, 2025
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	N/A
12	§ 10	Lead-Based Paint Disclosure Deadline	N/A
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	N/A
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	N/A
		Survey	
25	§ 9	New ILC or New Survey Deadline	N/A
26	§ 9	New ILC or New Survey Objection Deadline	N/A
27	§ 9	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	N/A
29	§ 8	Mineral Rights Examination Deadline	N/A
30	§ 10	Inspection Termination Deadline	October 17, 2025
31	§ 10	Inspection Objection Deadline	October 22, 2025
32	§ 10	Inspection Resolution Deadline	October 26, 2025
33	§ 10	Property Insurance Termination Deadline	October 26, 2025
34	§ 10	Due Diligence Documents Delivery Deadline	N/A
35	§ 10	Due Diligence Documents Objection Deadline	N/A
36	§ 10	Due Diligence Documents Resolution Deadline	N/A
37	§ 10	Conditional Sale Deadline	N/A
38	§ 10	Lead-Based Paint Termination Deadline	N/A
		Closing and Possession	
39	§ 12	Closing Date	November 5, 2025
40	§ 17	Possession Date	At Closing
41	§ 17	Possession Time	At Closing
42	§ 27	**Acceptance Deadline Date**	October 10, 2025
43	§ 27	**Acceptance Deadline Time**	5:00 P.M. MDT

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.

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. 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. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. 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). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. 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.

3.3.3. Deadlines. 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.

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	$2,225,000.00	
2	§ 4.3.	Earnest Money		$225,000.00
3	§ 4.5.	New Loan		
4	§ 4.6.	Assumption Balance		N/A
5	§ 4.7.	Private Financing		N/A
6	§ 4.7.	Seller Financing		N/A
7				
8				
9	§ 4.4.	Cash at Closing		$2,000,000.00
10		**TOTAL**	$2,225,000.00	$2,225,000.00

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 check or wire transfer, will be payable to and held by LAND TITLE GUARANTEE COMPANY (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. Disposition 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 § 24 and, except as provided in § 23 (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. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller is in Default", § 20.2. and § 21,** unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default**.**

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. 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**.

4.4.3. Available Funds. 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** ☐ **FHA** ☐ **VA** ☐ **Bond** ☐ **Other** ______________________________.
If either or both of the FHA or VA boxes are checked, and Buyer closes the transaction using one of those loan types, Seller agrees to pay those closing costs and fees that Buyer is not allowed by law to pay not to exceed $______________________.
However, this amount does not include any compensation to be paid to Buyer's brokerage firm.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan, Assumption 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 Terms; New Loan Availability.

5.2.1. New Loan Terms. 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 proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. 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. 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 § 24.1., 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 § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. 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 § 24.1., 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 § 24.1., 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.

5.5. Buyer Representation of Principal Residence. Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked, then Buyer ☐ represents that Buyer will **NOT** occupy the Property as Buyer's principal residence.

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. Appraised Value. 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**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., 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 Appraised Value is less than the Purchase Price (Lender Verification).

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**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

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

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

7. OWNERS' ASSOCIATIONS. [INTENTIONALLY DELETED]

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 § 8.7. (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 § 8.7. (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 § 8.7. (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 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 § 8.7. (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 and Metropolitan 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. The official website for the Metropolitan District, if any, is:______________.

8.5. Tax Certificate. A tax certificate paid for by ☐ **Seller** ☒ **Buyer**, for the Property listing any special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before

Record Title Objection Deadline. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, 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 content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6 Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase 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.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. 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) or § 8.3. (Off-Record Title) 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

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. 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.

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

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

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

8.8.4. 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.

8.8.5. 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.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, Buyer may order (1) ☒ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of ____; 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:

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 ___________________ 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 based on 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, pursuant to § 24.1, 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 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 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 and Inclusions 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, Leased Items, 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 and Leased Items, (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 Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. 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.

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**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

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 Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. 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

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.8., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.5. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.4. Solar Power Plan. Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

10.6.1.5. Septic Use Permit. If required by the local health department or other applicable government entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

10.6.1.6. Other Documents. Other documents and information:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the 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 § 24.1., 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**).

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.7. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ☒ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. Water is provided by the City of Louisville. ☒ There is **No Well**. Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit.

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

10.8. Lead-Based Paint.

10.8.1. Lead-Based Paint Disclosure. Unless exempt, if the Property includes one or more residential dwellings constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline.**

10.8.2. Lead-Based Paint Assessment. If Buyer elects to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline.** Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

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

10.10. 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 § 24.1., 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.

10.11. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT <u>ALL</u> HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.

RESIDENTAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS AVAILABLE AT: HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE.

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. At Closing, Seller must provide Buyer with the ability to access the Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by <u>Buyer and Seller</u>.

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).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

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 ☒ <u>TRUSTEE DEED</u>. 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 against the Property and Inclusions, including 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, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

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. However, if Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

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** ______________________________.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

15.3.3. Reserves or Working Capital. Unless agreed to otherwise, all reserves or working capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.7. Water Transfer Fees. Water Transfer Fees can change**.** The fees, as of the date of this Contract, for:

☒ Water District/Municipality ☐ Water Stock

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ ______________________________

and must be paid at Closing by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.8. Utility Transfer Fees. Utility transfer fees can change**.** Any fees to transfer utilities from Seller to Buyer must be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.9. FIRPTA and Colorado Withholding.

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

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

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

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

16.1.1. 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** ____.

16.1.2. Other Prorations. Water and sewer charges, propane, interest on continuing loan and ________________.

16.1.3. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1. If the parties have executed a Post-Closing Occupancy Agreement, such agreement will control Possession Date and Possession Time.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $50 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

GENERAL PROVISIONS

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

18.1. 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 § 24.1., 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.

18.2. 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 § 24.1., 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.

18.3. 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 § 24.1., 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.

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

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. 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:

20.1. If Buyer is in Default:

☒ **20.1.1. 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.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies <u>unless the box in § 20.1.1. is checked</u>. 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 amount 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. and 21), such amount 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.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. 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, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, 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.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. 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.

22. 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 § 26). 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.

23. 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 interpled 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 § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. 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. Any Notice to Terminate delivered after the applicable deadline specified in the Contract is ineffective and does not terminate this Contract.

24.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. 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.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

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

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

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

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

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

29. ADDTIONAL PROVISION. All closing costs, including title policy, to be paid for by the Buyer.

SIGNATURES

BUYER

____

City of Louisville
Chris Leh, Mayor
749 Main St
Louisville, CO 80027
303.668.3196
Leh@LouisvilleCO.gov

SELLER

____

Helen R. Warembourg Living Trust Dated July 25, 2006
Christine Wecker, Trustee
P.O. Box 189
Depoe Bay, OR 97341
303.903.2982
chriswckr@gmail.com

____

Helen R. Warembourg Living Trust Dated July 25, 2006
Jeffrey Warembourg, Trustee

4914-7409-5720, v. 1

Louisville 50 acre
Open Space.
Road (Tract G.)
Conserve Easement.

PURCHASE CONTRACT TO BUY AND SELL VACANT REAL ESTATE AND CONSERVATION EASEMENT

THIS CONTRACT, made and entered into this 21st day of July, 1994, by and between the City of Louisville, a ~~m~~unicipal corporation duly organized and existing under and by virtue of the laws of the state of Colorado, hereinafter referred to as "City" or "Purchaser", and Klubert Warembourg and Helen Rose Warembourg, hereinafter referred to as "Warembourgs" or "Sellers", for and in consideration of the promises, payment, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the Purchaser and Sellers agree as follows:

1. Purchaser hereby agrees to purchase, and Sellers agree to sell, on the terms and conditions set forth in this Contract, the following described real estate and interests in real estate, hereinafter collectively referred to as the "Property", in the County of Boulder, Colorado, generally located in the West 1/2 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 17, T1S, R69W, Boulder County, Colorado, excepting therefrom any portion conveyed to W.J.S. Corporation by deed recorded August 22, 1980 on Film 1130 as Reception No. 409139, to wit:

a. A tract of land containing approximately 50.0 acres and said tract of land hereinafter referred to as "Parcel 1." The location of Parcel 1 is indicated on Exhibit B. Purchaser and Sellers shall hereafter mutually agree upon the precise boundary lines for Parcel 1 and a survey and legal description describing Parcel 1 as indicated on Exhibit B will be prepared by Purchaser to be attached hereto and incorporated herein as Exhibit A on or before the closing date;

b. A conservation easement over and across a tract of land containing approximately 41 acres and said conservation easement hereinafter referred to as "Conservation Easement." The location of the tract of land subject to the Conservation Easement is indicated on Exhibit B and designated Parcel 2. Purchaser and Sellers shall hereafter mutually agree upon the precise boundary lines for Parcel 2 and a survey and legal description of Parcel 2 subject to the Conservation Easement as indicated on Exhibit B will be prepared by Purchaser to be attached hereto and incorporated herein as Exhibit A on or before the closing date. The Conservation Easement shall be in the form of Exhibit C attached hereto and incorporated herein by this reference.

c. A tract of land known as the Dutch Creek Parcel described in Exhibit D attached hereto.

For and in consideration of the purchase and sale of Parcel 1, Parcel 2 (Conservation Easement) and the Dutch Creek Parcel, Seller agrees to convey, and Purchaser agrees to accept, on the terms and conditions set forth in this contract, a tract of land containing 3.99 acres, more or less, hereinafter referred to as "Parcel 3." References to the term "Property" described above in this paragraph 1 shall be deemed to include Parcel 3. The location of Parcel 3 is indicated on Exhibit B, and is more particularly described in the legal description attached hereto as Exhibit A. Purchaser and Sellers agree that the conveyance of Parcel 1 and Parcel 3 shall not include any appurtenant mineral rights owned by Sellers nor appurtenant water rights owned by Sellers.

2. The total purchase price of Parcel 1, the Conservation Easement, the Dutch Creek Parcel, and the Right of First Refusal included herein, shall be Two Million Dollars ($2,000,000.00). The purchase price shall be payable by Purchaser in cash, certified funds, or City warrant as follows:

a. Upon execution of this Contract, Twenty-five Thousand Dollars ($25,000.00) as Earnest Money deposit and part payment of the purchase price payable to and held by Martin & Mehaffy in escrow which shall be applied to the total purchase price of Parcel 1, the Conservation Easement, the Dutch Creek Parcel, and the Right of First Refusal.

b. One Million Nine Hundred Seventy-five Thousand Dollars ($1,975,000.00) shall be paid by Purchaser at closing, provided however, at Sellers' option, $1 Million of the purchase price shall be placed by the City in an interest-bearing escrow account to be paid in installments over a ten (10) year period, so long as the City incurs no obligation with respect to such payment other than placing such amount in escrow, with Sellers to notify Purchaser of the exercise of this option no later than thirty (30) days prior to closing.

3. Sellers shall not assign their rights and obligations hereunder without Purchaser's prior written consent. Purchaser shall not assign its rights and obligations hereunder without Sellers' prior written consent. Any assignments necessary to accommodate an IRC §1031 exchange of properties for Sellers shall be excluded from this paragraph 3, but this Contract shall be binding upon any transferee in any IRC §1031 exchange of properties, including but not limited to any exchange company, notwithstanding the continuing personal obligation of the Sellers pursuant to paragraph 35 of this contract.

4. On or before July 30, 1994, Sellers shall furnish to Purchaser, at Sellers' expense, a title insurance commitment on

Parcel 1, the Parcel 2 Conservation Easement, Parcel 3, and the Dutch Creek Parcel, on ALTA Form-1992 issued by a title insurance company authorized to do business in the State of Colorado, to insure the Purchaser's ownership of said Property in an amount equal to the purchase price. Sellers will have a title insurance policy delivered to Purchaser as soon as practicable after closing and pay the premium at closing.

5. Title to Parcel 1, the Parcel 2 Conservation Easement, Parcel 3, and the Dutch Creek Parcel shall be merchantable in the Sellers, and the title commitment shall contain no exceptions other than:

a. taxes and assessment for the current year, which shall be adjusted and prorated to the date of delivery of the deed; and

b. rights-of-way, easements, restrictions, and mineral reservations of record, acceptable to Purchaser.

6. Should title not be merchantable as aforesaid, a written notice of the defects shall be given to the Sellers by the Purchaser at least fifteen days prior to closing and Sellers shall use reasonable efforts to correct said defects prior to the date of closing. If Sellers fail to correct any or all such defects prior to closing, the Purchaser, at its option, may complete the transaction notwithstanding the uncorrected defects or may, upon written notice to Sellers, declare this Contract terminated, whereupon both parties shall be released herefrom, and all monies paid ($25,000.00 Earnest Money) to Sellers shall be returned to Purchaser.

7. Sellers shall reserve to themselves:

a. Access easements over Parcel 3 for access to Parcel 2, which shall include only one access point off Cherry Street and one access point off South Jackson Avenue, to be mutually agreed upon by the parties.

b. Access easements as necessary to utilize and maintain headgates, irrigation and drainage ditches and other irrigation structures and laterals necessary for irrigation and drainage of Parcel 2.

c. An access easement for Public Service Company to the adjudicated well on Parcel 2.

8. The date of closing shall be September 2, 1994, at 10:00 A.M., in the office of Martin & Mehaffy or by mutual agreement of the Sellers and Purchaser at a different time or place. Provided, however, in the event Sellers have been unsuccessful in locating an exchange parcel that qualifies pursuant to IRC §1031 on or before

thirty (30) days prior to closing, Sellers shall so notify Purchaser in writing and the closing date shall be extended for a period of time, not to exceed sixty (60) days, determined by the Sellers. Provided further, closing shall be extended as necessary to the first weekday date after expiration of the time within which any action to obtain judicial review of the annexation referred to in paragraph 33 must be brought. In no event shall the closing be later than October 24, 1994, provided that, if an action to obtain judicial review of such annexation is timely brought, this Agreement may be terminated at the option of either party and, upon termination, the $25,000 earnest money shall be returned to Purchaser.

9. Purchaser and Sellers shall sign and complete all customary or required documents at or before closing. Settlement sheets for the closing shall be furnished by Sellers to the Purchaser at least two working days before the date set for closing. Costs and fees for real estate closing and settlement services shall be paid at closing fifty percent by Sellers and fifty percent by Purchaser.

10. Any encumbrance required to be paid by Sellers shall be paid at or before the time of settlement from the proceeds of this transaction or from any other source.

11. At the time of closing and, upon Purchaser's compliance with the terms and provisions of this Contract, Sellers shall deliver:

a. a good and sufficient general warranty deed, properly executed and acknowledged, conveying Parcel 1, Parcel 3, and the Dutch Creek Parcel to Purchaser free and clear of all liens, tenancies and encumbrances except those set forth in paragraphs 5 a. and b. and 7 a., b., and c. above;

b. a good and sufficient deed of Conservation Easement in gross, properly executed and acknowledged, conveying a Conservation Easement on, over and across Parcel 2 to Purchaser substantially in the form attached hereto as Exhibit C.

12. Possession of the Property shall be delivered to Purchaser upon closing.

13. Time is of the essence hereof. If Purchaser should fail to purchase Parcel 1, the Dutch Creek Parcel, and the Conservation Easement, or pay any payment due hereunder or fail to perform according to the terms and conditions of this Contract, Sellers may in writing declare this Contract terminated and retain all payments and things of value paid ($25,000 Earnest Money) to Sellers hereunder as liquidated damages. It is agreed that such payments and things of value are liquidated damages and are Sellers' sole

and only remedy for Purchaser's failure to perform the obligations of this Contract. Sellers expressly waive the remedies of specific performance and additional damages.

If Sellers are in default, Purchaser may elect to treat this Contract as terminated, in which case all payments and things of value received hereunder ($25,000 earnest money) shall be returned to Purchaser, or Purchaser may elect to treat this Contract as being in full force and effect and Purchaser shall have the right to an action for specific performance or damages, or both. Anything to the contrary notwithstanding, in the event of any litigation or arbitration arising out of this Contract, the court may award to the prevailing party all reasonable costs and expenses, including reasonable attorneys' fees.

REPRESENTATIONS AND WARRANTIES

14. Sellers, Klubert and Helen Rose Warembourg, hereby represent and warrant to the City of Louisville, Colorado, Purchaser, that as of the date of the signing of this Contract:

a. Sellers have received no actual notice of, and have no other knowledge of, any litigation, claim or proceeding, pending or currently threatened, which in any manner affects the Property; and

b. Sellers have received no actual notice, and have no other knowledge of, any current, existing violations of any federal, state or local law, code, ordinance, rule, regulation, or requirement affecting the Property; and

c. Sellers have the full right, power and authority to transfer and convey the Property to the Purchaser as provided in this Contract and to carry out the Sellers' obligations under this Contract; and

d. To Sellers' actual knowledge, each and every document, schedule, item and other information delivered or to be delivered by the Sellers to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be true, accurate and correct; and

e. To Sellers' actual knowledge, Sellers have not entered into any agreements with any private persons or entity or with any governmental or quasi-governmental entity with respect to the Property that may result in liability or expenses to Purchaser upon the Purchaser's acquisition of all or any portion of the Property; and

f. Sellers have received no actual notice of any special assessments proposed as to the Property; and

g. To Sellers' actual knowledge, the execution and delivery of this Contract and the performance of all of the obligations of the Sellers thereunder will not result in a breach of or constitute a default under any agreement entered into by the Sellers or under any covenant or restriction affecting the Property; and

h. To Sellers' actual knowledge, Sellers have not granted or created, and have no knowledge of any third parties who may have the right to claim or assert any easement, right-of-way or claim of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property except those roadways, irrigation ditches, irrigation laterals, and irrigation structures which are in place as of March 1, 1994; and

i. To the best of Sellers' knowledge, no part of the Property has ever been used as a landfill, and no materials, including without limitation, asbestos, PCB's or other hazardous substances have ever been stored or deposited upon the Property which would under any applicable governmental law or regulation require that the Property be treated or materials removed from the Property prior to the use of the Property for any purpose which would be permitted by law but for the existence of said materials on the Property; and

j. To the best of Sellers' knowledge, no underground storage tank, as that term is defined by federal statute or Colorado statute, is located on the Property which under applicable governmental law or regulation is required to be upgraded, modified, replaced, closed or removed; and

k. Sellers have received no actual notice from any oil company or related business, of any intention to conduct operations for the drilling of any oil or gas well on the Property, whether such notice is in the form of a "thirty day notice" under the rules of the Oil and Gas Conservation Commission of the State of Colorado, a notice to commence earthwork for drilling operations, a notice for the location of access roads, or any other notice of any kind related to the conduct of operations for such drilling; and

l. To the best of Sellers' knowledge, the execution and delivery of this Contract and the performance of all of the obligations of Sellers hereunder, will not result in a breach of or constitute a default under any agreement entered into by them or under any covenant or restriction affecting shares of the Goodhue Ditch and Reservoir Company.

The Sellers shall, at the time of closing certify to the Purchaser in writing that the above and foregoing representations and warranties remain true and correct as of the date of closing, or the above-referenced Sellers shall certify which representations and warranties no longer remain true and correct.

INSPECTION

15. Purchaser, at all times during the term of this Contract, shall have access to the Property for the purpose of conducting tests, studies, and surveys thereon, including without limitation, soil and subsoil tests. Purchaser may have performed at its option and/or expense the following inspections:

a. Soil and percolation tests;

b. Inspections for asbestos, PCB's, underground tanks, or other hazardous substances; and

c. Any other tests and/or studies deemed necessary by Purchaser which do not materially damage the Property, including but not limited to an environmental assessment.

Purchaser shall promptly provide to Sellers copies of the results of all such tests, inspections, and studies following the receipt of same by Purchaser. Any inspections conducted by Purchaser shall not mitigate or otherwise affect Sellers' representations and warranties, above. To the extent allowed by law, Purchaser shall indemnify and hold harmless the Sellers against all claims and liability for damages, loss or expenses caused by, or any injury or death to any person or damage to property which is connected with or results from the entry upon the Property by Purchaser for the inspection permitted herein, including costs and reasonable attorneys' fees, unless caused by the sole negligence of a Seller.

16. As to Parcel 2, the surface will be restored to the condition that existed prior to any inspections by Purchaser and, as to Parcel 1, in the event Purchaser does not purchase Parcel 1, Purchaser shall be responsible for returning the Property to the condition that existed prior to any such inspections.

17. In addition to all other rights and remedies of the Purchaser and the Sellers as set forth and provided for in this Contract, the Sellers agree that the Purchaser shall have the right to terminate this Contract and to make the same of no further force and effect:

a. If the representations and warranties of the Sellers as set forth and provided for in Paragraph 14 above are not true and correct as of the date of the closing of this transaction; or

b. If any of the standards provided for in Paragraph 11 above are not met as of the date of the closing or this transaction; or

c. If Purchaser determines, in its sole discretion, that the cost to manage, treat, abate, or remove any hazardous substances found on the Property is uneconomical as a result of any conditions disclosed by tests conducted hereunder; or

d. If any part of the Property is condemned, or if proceedings for such condemnation are commenced or notice of condemnation is received by Sellers from a condemning authority other than Purchaser prior to the date of closing on the Property.

CONSERVATION EASEMENT

18. At the closing of the purchase of Parcel 1, Sellers shall grant to the City of Louisville, a Conservation Easement on Parcel 2. The Conservation Easement shall be in the form of Exhibit C, attached hereto and by this reference made a part of this Contract.

RIGHT OF FIRST REFUSAL

19. Sellers do hereby grant, bargain, sell, and convey unto Purchaser, its successors and assigns, a Right of First Refusal, the terms of which are more particularly set out below, to the tract of land designated as Parcel 2 on Exhibit B, including the adjudicated irrigation well known as the Warembourg Well, and more particularly described in Exhibit A appended hereto.

a. If at any time the Sellers shall receive a bona fide offer from any person or persons other than any lineal descendant of Sellers or any spouse of any lineal descendant of Sellers, organization, or organizations to purchase in whole or in part, the Property designated as Parcel 2 on Exhibit B, and/or the adjudicated irrigation well known as the Warembourg Well, and more particularly described in Exhibit A, the Sellers shall send Purchaser a copy of the proposed contract and notify Purchaser of its intention to accept the same. The Purchaser shall have the right within thirty (30) days to accept the terms of said contract in writing and within ninety (90) days thereafter to purchase the above-described Property and/or well for the gross purchase price and on the terms specified in said contract. If the Purchaser shall not so elect within the said period of thirty (30) days, the Sellers may then sell the above-described Property and/or well to said offeror provided the sale is on the same terms and conditions and for the price set forth in the said contract sent to Purchaser.

b. Sellers hereby warrant and covenant good and marketable title to Parcel 2 and good right, full power, and lawful authority to grant, bargain, sell, and convey this Right of First Refusal.

c. This Right of First Refusal shall in no way restrict Sellers' right, power, or authority to mortgage or encumber, grant easements, or grant a lease or leases, without option to purchase and for a term (including both primary and option periods) not in excess of five (5) years. Nor shall this Right of First Refusal in any way restrict or prohibit transfers by operation of law or transfers between Sellers and Purchaser. Nor shall this Right of First Refusal restrict or prohibit any transfer, whether by gift, sale, trust, or any other means, to any lineal descendant of Sellers or to any spouse of any lineal descendant of Sellers.

d. This Right of First Refusal shall extinguish, terminate, and be null and void upon the consummation of assignment, sale, transfer, or conveyance in fee simple to a third party of the entirety of the above-described Property and well (other than to a lineal descendant of Sellers or to any spouse of any lineal descendant of Sellers) after full compliance with the terms of this Right of First Refusal, provided the sale is on the same terms and conditions and for the price set forth in the said contract sent to Purchaser; however, if such sale is not consummated, this Right of First Refusal shall remain in effect, provided, however, that in any event, all rights hereunder shall terminate not later than 21 years after the death of the last survivor of the present City Councilmembers of Purchaser.

REAL ESTATE COMMISSION

20. Neither party has engaged the services of any real estate agent and no commission is owed by either party in this transaction.

PROPERTY TO REMAIN UNENCUMBERED

21. Sellers agree that they will not, so long as this Contract is in effect, encumber or burden any parcel of the Property.

NO DEVELOPMENT

22. Sellers agree that during the term of this Contract:

a. Sellers shall not develop Parcel 1 in any manner, including without limitation, constructing any improvements or erecting any structures on the Property, leasing mineral rights for the Property, or otherwise disturbing the surface of the Property; and

b. Sellers shall not develop Parcel 2 in any manner which would directly affect Parcel 1 or which would be contrary to the Conservation Easement described in Exhibit C.

TAX CONSEQUENCES

23. Sellers acknowledge that neither the Purchaser, nor any of its agents or attorneys have made any representations as to the tax treatment to be accorded to this Contract or to any proceeds thereof by the Internal Revenue Service under the Internal Revenue Code or by the tax officials of the State of Colorado under Colorado tax law.

AGREEMENT TO SURVIVE CLOSING

24. The parties hereto agree that, except for such of the terms, conditions, covenants, and agreements hereof which are, by their very nature fully and completely performed upon the closing of the purchase-sale transactions herein provided for, all of the terms, conditions, representations, warranties, covenants, and agreements herein set forth and contained, including the Right of First Refusal, shall survive the closing of any purchase-sale transaction herein provided for and shall continue after said closing to be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

NOTICE

25. Whenever notice is required to be given hereunder, it shall be in writing and delivered to the party entitled thereto or mailed to the party entitled thereto, by registered or certified mail, return receipt requested. If delivered, said notice shall be effective and complete upon delivery. If mailed, said notice shall be effective and complete upon mailing. Until changes by notice in writing, notice shall be given as follows:

To the Purchaser:	City Administrator City of Louisville 749 Main Street Louisville, CO 80027
To the Sellers:	Klubert and Helen Rose Warembourg 1023 90th Street Louisville, CO 80027
	John Mehaffy Martin & Mehaffy 1655 Walnut Street, #300 Boulder, CO 80306

MISCELLANEOUS

26. This Contract, and Exhibits A, B, C, and D to this Contract, constitute the entire understanding between the Sellers and the Purchaser with respect to the subject matter, may be

amended only in writing by all parties, and are binding upon the agents, personal representatives, heirs, lessees, assigns, and all other successors in interest to the parties.

27. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable unless the effect of severance would be to sever the Purchaser's right to purchase both Parcel 1 and the Conservation Easement on Parcel 2 in which event such provision would not be severable and this Contract would be rendered void.

28. Purchaser shall construct or reconstruct drainage ditches on Parcel 1, and maintain those ditches, as necessary to continue the historic drainage of the Property.

29. All irrigation ditches, laterals, diversion boxes, and similar structures on Parcel 1 and Parcel 3 shall either continue in their present location with appropriate access easements for maintenance and continuance of those ditches by Sellers, or be reconstructed at Purchaser's expense in locations acceptable to Seller for irrigation of Parcel 2.

30. Purchaser shall construct a fence of a type and in a location acceptable to Sellers for the entire distance that South Jackson Avenue and Cherry Street abut Parcel 2 on the east and on the south. Purchaser shall construct the new fence along South Jackson Avenue and Cherry Street prior to removal of the existing fencing in order to maintain the integrity of Parcel 2. Purchaser shall construct and maintain a security fence of a type and in a location mutually acceptable to the parties on the entire lot line separating Parcel 1 from Parcel 2. The Purchaser shall post no trespassing signs and enforce prohibition against public access to Parcel 2 until such time as the **security fence separating Parcel 1 from Parcel 2 has been fully constructed which is anticipated to be within one hundred eighty (180) days following closing of this transaction.**

31. Sellers intend to reserve one (1) access point off South Jackson Avenue onto Parcel 2 and one (1) access point off Cherry Street onto Parcel 2, the location of which will be mutually agreed upon by the parties. The Purchaser shall pay the cost of construction of the access roads (with culvert and road base only) from the street to the lot line of Parcel 2, with paved access roads to be provided by the City at the time of the realignment of the South Jackson Avenue and Cherry Street project.

32. It is anticipated by the parties that the boundary line separating Parcels 1 and 2 will run through the existing stock watering pond on the Property. Sellers agree to abandon and drain that pond and Purchaser agrees to work with Sellers to regrade and

level the area now constituting the pond. Purchaser and Sellers understand and agree that Sellers may replace the stock watering pond at some other location on Parcel 2.

33. Notwithstanding any other provision of this Contract, the closing shall not occur until such time as Parcel 2 is annexed to the City and is zoned agricultural, and the City approves a plat or plan allowing construction on Parcel 2 of two additional residences as described in the Conservation Easement and allowing each residence to be independently deeded subject to the Conservation Easement and Right of First Refusal. Sellers shall proceed in a reasonably expeditious manner to annex Parcel 2 to the City of Louisville and to seek such zoning and construction approval. Sellers shall not be required to make any public use or open space dedications to the City pursuant to Section 16.16.060 (Subdivision Requirements), section 17.28.080 (Planned Unit Development Requirements), or any other section of the Louisville Municipal Code in connection with such zoning and plat or plan approval. However, no successor to Sellers other than lineal descendants of Sellers and their spouses shall be so exempt from such requirements, as from time to time amended.

34. Sellers shall not be required to dedicate any historic water rights or make payments in lieu thereof to the City. Sellers anticipate the plat for annexation will include approximately five-acre building sites for each of the three residences on Parcel 2. **All annexation fees shall be waived by the City.** Annexation shall be conditional on City's purchase of the Property pursuant to this Agreement. **City, at its sole cost and expense, shall extend sewer service into the right-of-way adjacent to Lots 1, 2 and 3 as depicted in the preliminary plat of the Warembourg Subdivision, said construction to be completed within one hundred eighty (180) days after closing on this Contract.** There is an existing water main in said right-of-way which may be tapped. Sellers shall pay in-City rates for tap fees for water and sewer services to the residences on Parcel 2.

35. In the event Sellers have not entered into an exchange contract for simultaneous closing on the Property, Sellers shall have the right to assign this Contract to an exchange company, which shall act as a qualified intermediary as part of a §1031 tax deferred exchange; provided, however, Sellers shall remain personally liable for all representations, warranties, and obligations contained herein. The parties hereby acknowledge that it is Sellers' intent to acquire another like property as part of a tax deferred exchange, which qualifies for non-recognition of gain under the Internal Revenue Code of 1986. The manner and format of such exchange shall be designated by Sellers and/or Sellers' attorney. Purchaser will cooperate with Sellers in effecting said exchange, provided that Purchaser does not incur any additional liability or cost in connection with said exchange, that Purchaser retain all other of its rights under this Contract, that

all additional closing costs and charges attributable to said exchange shall be paid by Sellers and that any structure, manner or format of any such IRC §1031 exchange shall not limit, impair or restrict the City's ability, as Purchaser, to use and expend funds generated by the sales and use tax adopted by Ordinance No. 1119, Series 1993, for the acquisition and purchase of Parcel 1, the Conservation Easement, and the Dutch Creek Parcel.

36. Sellers and Purchaser shall, prior to closing, mutually agree upon the realignment of Cherry Street and South Jackson Avenue as they abut Parcel 2.

IN WITNESS WHEREOF, Sellers and Purchaser have executed this Contract as of the day and year first above set forth.

PURCHASER:

CITY OF LOUISVILLE, COLORADO

By: ______________________
Kevin Howard, Mayor Pro-Tem

ATTEST:

Maj-Lis Kemper
Maj-Lis Kemper, City Clerk

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 19TH day of JULY, 1994, by Kevin Howard, Mayor Pro-Tem of the City of Louisville.

Witness my hand and official seal.

My commission expires on: MAY 1, 1997

Linda N. Sales
Notary Public
1710 Zeus Dr.
Address
Lafayette, Co. 80026

(SEAL)

SELLERS:

KLUBERT AND HELEN ROSE WAREMBOURG

Klubert Warembourg
Klubert Warembourg

Helen Rose Warembourg
Helen Rose Warembourg

STATE OF COLORADO)
)ss
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 21st day of July, 1994, by Klubert Warembourg.

Witness my hand and official seal.

My commission expires on: 11-1-95

Notary Public

865 S. Boulder Rd
Address

(SEAL)

Louisville, Co 80027

STATE OF COLORADO)
)ss
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 21st day of July, 1994, by Helen Rose Warembourg.

Witness my hand and official seal.

My commission expires on: 11-1-95

Notary Public

865 S Boulder Rd
Address

(SEAL)

Louisville, Co 80027

071994/1529[dkm]c:lville\warenbrg.agm

EXHIBIT A

TO

PURCHASE CONTRACT TO BUY AND SELL VACANT REAL ESTATE AND CONSERVATION EASEMENT

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A TO THE PURCHASE CONTRACT
TO BUY AND SELL
VACANT REAL ESTATE AND CONSERVATION EASEMENT
BETWEEN
THE CITY OF LOUISVILLE AND KLUBERT AND HELEN ROSE WAREMBOURG

LEGAL DESCRIPTION
PARCEL 1

THAT PORTION OF THE NORTHWEST QUARTEROF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 17;

THENCE N 89°56'30" E 1699.68 FEET ALONG THE NORTHERLY BOUNDARY OF THE SAID NORTHWEST QUARTER OF SECTION 17 TO THE WESTERLY BOUNDARY OF CENTENNIAL VALLEY FILING NO. 3;

THENCE S 00°15'39" E 1297.43 FEET ALONG SAID WESTERLY BOUNDARY OF CENTENNIAL VALLEY FILING NO. 3;

THENCE S 89°58'15" W 195.25 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 64.71 FEET, SAID ARC SUBTENDED BY A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 09°16'08" AND A CHORD BEARING S 62°49'01" W 64.64 FEET;

THENCE S 89°58'15" W 129.36 FEET ALONG THE NORTHERLY BOUNDARY OF TRACT G DUTCH CREEK SUBDIVISION;

THENCE N 48°13'06" W 118.54 FEET;

THENCE N 79°45'59" W 210.41 FEET;

THENCE S 89°12'44" W 274.88 FEET;

THENCE N 65°05'44" W 531.17 FEET;

THENCE S 89°28'45" W 89.48 FEET;

THENCE S 60°08'41" W 207.82 FEET TO THE WESTERLY BOUNDARY OF THE SAID NORTHWEST QUARTER OF SECTION 17;

THENCE N 00°05'15" W 1093.39 FEET ALONG SAID WESTERLY BOUNDARY TO THE POINT OF BEGINNING, CONTAINING 46.045 ACRES, MORE OR LESS.

TOGETHER WITH

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SAID NORTHWEST QUARTER OF SECTION 17;

THENCE S 89°59'01" W 339.40 ALONG THE SOUTHERLY BOUNDARY OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 482.82 FEET, SAID ARC SUBTENDED BY A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 49°23'58", AND A CHORD BEARING N 46°26'41" E 468.01 FEET TO THE EASTERLY BOUNDARY OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17;

THENCE S 00°02'31" E 322.39 FEET ALONG SAID EASTERLY BOUNDARY TO THE POINT OF BEGINNING, CONTAINING 0.885 ACRE, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
HURST & ASSOCIATES, INC.
3055 47TH STREET, A-2
BOULDER, CO 80301
(303) 449-9105
7/14/94

FILE:EXA-1.LGL

EXHIBIT A TO THE PURCHASE CONTRACT
TO BUY AND SELL
VACANT REAL ESTATE AND CONSERVATION EASEMENT
BETWEEN
THE CITY OF LOUISVILLE AND KLUBERT AND HELEN ROSE WAREMBOURG

LEGAL DESCRIPTION: PARCEL 2
CONSERVATION EASEMENT

THAT PORTION OF THE NORTHWEST QUARTEROF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17;

THENCE N 00°05'15" W 70.00 FEET ALONG THE WESTERLY BOUNDARY OF THE SAID NORTHWEST QUARTER OF SECTION 17 TO THE POINT OF BEGINNING;

THENCE N 00°05'15" W 1488.44 FEET;

THENCE N 60°08'41" E 207.82 FEET;

THENCE N 89°28'45" E 89.48 FEET;

THENCE S 65°05'44" E 531.17 FEET;

THENCE N 89°12'44" E 274.88 FEET;

THENCE S 79°45'59" E 210.41 FEET;

THENCE S 48°13'06" E 199.58 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TOTHE LEFT 318.47 FEET, SAID ARC SUBTENDED BY A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 45°37'03", AND A CHORD BEARING S 22°48'01" W 310.12 FEET;

THENCE S 00°02'31" E 456.00 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 722.77 FEET, SAID ARC SUBTENDED BY A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 90°01'32", AND A CHORD BEARING S 44°58'15" W 650.68 FEET;

THENCE S 89°59'01" W 800.25 FEET TO THE POINT OF BEGINNING, CONTAINING 41.291 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
HURST & ASSOCIATES, INC.
3055 47TH STREET, A-2
BOULDER, CO 80301
(303) 449-9105
7/14/94

FILE:EXA2NEW.LGL

EXHIBIT A TO THE PURCHASE CONTRACT
TO BUY AND SELL
VACANT REAL ESTATE AND CONSERVATION EASEMENT
BETWEEN
THE CITY OF LOUISVILLE AND KLUBERT AND HELEN ROSE WAREMBOURG

LEGAL DESCRIPTION
PARCEL 3

THAT PORTION OF THE NORTHWEST QUARTEROF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 17;

THENCE N 00°05'15" W 70.00 FEET ALONG THE WESTERLY BOUNDARY OF THE SAID NORTHWEST QUARTER OF SECTION 17;

THENCE N 89°59'01" E 800.25 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, 722.77 FEET, SAID ARC SUBTENDED BY A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 90°01'32", AND A CHORD BEARING N 44°58'15" E 650.68 FEET;

THENCE N 00°02'31" W 456.00 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 470.96 FEET, SAID ARC SUBTENDED BY A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 67°27'36", AND A CHORD BEARING N 33°43'18" E 444.22 FEET;

THENCE N 89°58'16" E 195.25 FEET TO THE SOUTHWEST CORNER OF CENTENNIAL VALLEY FILING NO. 1;

THENCE S 00°15'39" E 29.50 FEET TO THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF THE SAID NORTHWEST QUARTER OF SECTION 17;

THENCE S 89°58'15" W 211.88 FEET ALONG SAID SOUTHERLY BOUNDARY;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TOTHE LEFT 245.14 FEET, SAID ARC SUBTENDED BY A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 36°57'44", AND A CHORD BEARING S 44°57'52" W 240.91 FEET TO THE EASTERLY BOUNDARY OF THE SOUTHWEST QUARTER OF THE SAID NORTHWEST QUARTER OF SECTION 17;

THENCE S 00°02'31" E 833.31 FEET ALONG SAID EASTERLY BOUNDARY;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT482.82 FEET TO THE SOUTHERLY BOUNDARY OF THE SAID NORTHWEST QUARTER OF SECTION 17 SAID ARC SUBTENDED BY A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 49°23'58", AND A CHORD BEARING S 46°26'41" W 468.01 FEET;

THENCE S 89°59'01" W 981.00 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE POINT OF BEGINNING, CONTAINING 3.990 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
HURST & ASSOCIATES, INC.
3055 47TH STREET, A-2
BOULDER, CO 80301
(303) 449-9105
7/14/94

FILE NAME: EXA3.LGL

EXHIBIT B

TO

PURCHASE CONTRACT TO BUY AND SELL VACANT REAL ESTATE AND CONSERVATION EASEMENT

LOCATION OF PARCEL 1, PARCEL 2, AND PARCEL 3

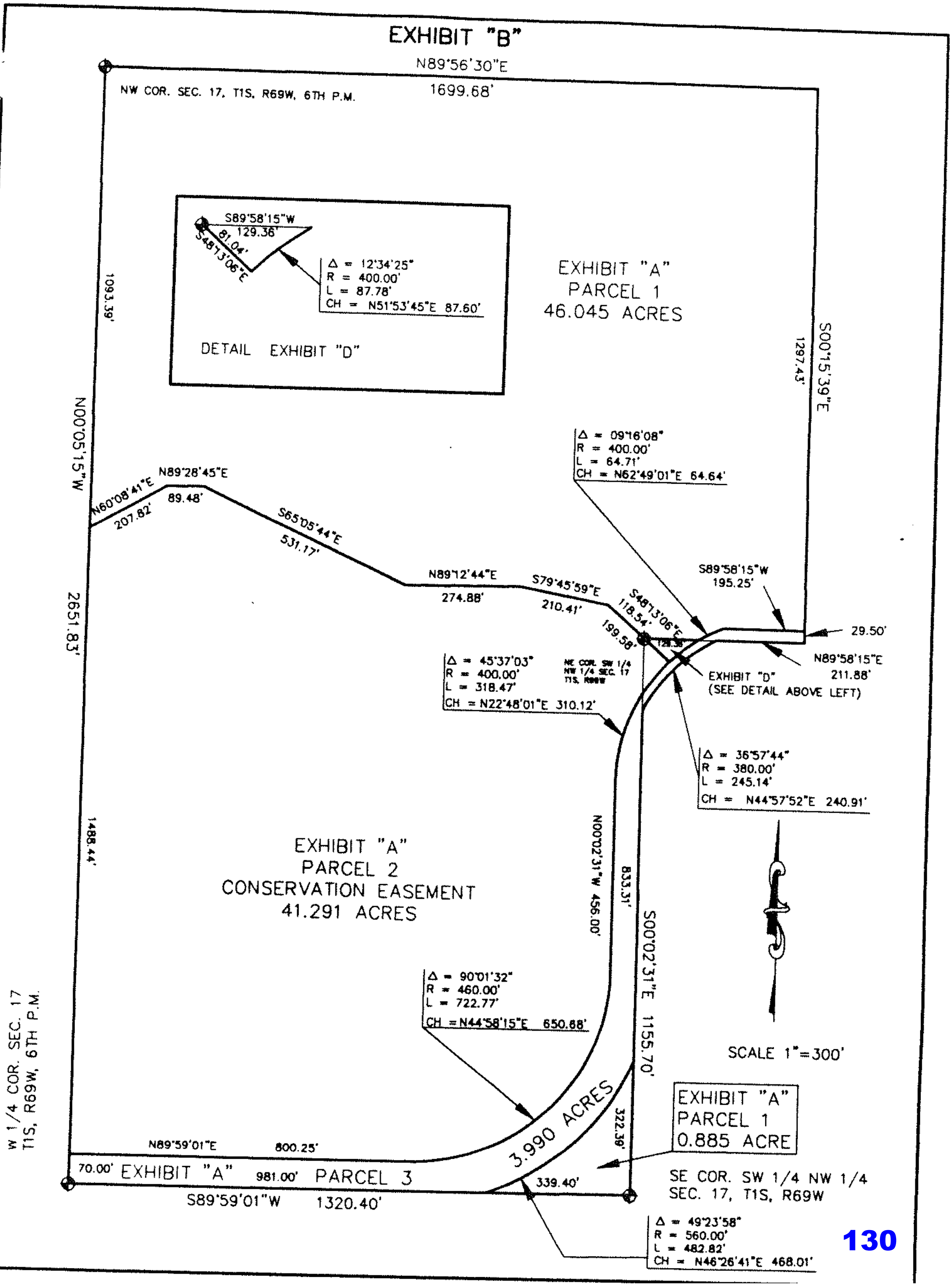


EXHIBIT "B"
N89°56'30"E
1699.68'
NW COR. SEC. 17, T1S, R69W, 6TH P.M.
S89°58'15"W
129.36'
81.04'
S48°13'06"E
Δ = 12°34'25"
R = 400.00'
L = 87.78'
CH = N51°53'45"E 87.60'
DETAIL EXHIBIT "D"
EXHIBIT "A"
PARCEL 1
46.045 ACRES
1093.39'
1297.43'
S00°15'39"E
N00°05'15"W
Δ = 09°16'08"
R = 400.00'
L = 64.71'
CH = N62°49'01"E 64.64'
N60°08'41"E
207.82'
N89°28'45"E
89.48'
S65°05'44"E
531.17'
N89°12'44"E
274.88'
S79°45'59"E
210.41'
S48°13'06"E
118.54'
199.58'
S89°58'15"W
195.25'
29.50'
N89°58'15"E
211.88'
2651.83'
Δ = 45°37'03"
R = 400.00'
L = 318.47'
CH = N22°48'01"E 310.12'
EXHIBIT "D"
(SEE DETAIL ABOVE LEFT)
Δ = 36°57'44"
R = 380.00'
L = 245.14'
CH = N44°57'52"E 240.91'
1488.44'
EXHIBIT "A"
PARCEL 2
CONSERVATION EASEMENT
41.291 ACRES
N00°02'31"W 456.00'
833.31'
S00°02'31"E
1155.70'
Δ = 90°01'32"
R = 460.00'
L = 722.77'
CH = N44°58'15"E 650.88'
SCALE 1"=300'
W 1/4 COR. SEC. 17
T1S, R69W, 6TH P.M.
N89°59'01"E
800.25'
3.990 ACRES
322.39'
EXHIBIT "A"
PARCEL 1
0.885 ACRE
70.00'
EXHIBIT "A"
981.00'
PARCEL 3
339.40'
S89°59'01"W
1320.40'
SE COR. SW 1/4 NW 1/4
SEC. 17, T1S, R69W
Δ = 49°23'58"
R = 560.00'
L = 482.82'
CH = N46°26'41"E 468.01'

Property Report for Account R0031186

Report Date: 8/1/2025

Property Address:	101 W CHERRY ST
City:	LOUISVILLE
Owner:	WAREMBOURG HELEN R LIVING TRUST
Parcel Number:	157517219001
City, State, Zip:	DEPOE BAY, OR, 97341
Subdivision:	WAREMBOURG SUB - LO
Legal Description:	LOT 1 WAREMBOURG SUB SURF ONLY CONSERVATION EASEMENT PER DEED 1473265 BCR 10/25/94 5 ACS M/L
Square Feet:	214112 sq ft
Acres:	4.92 acres

Property Assessment Report for Account R0031186

Report Date: 8/1/2025

Account Number:	R0031186
Parcel Number:	157517219001
Tax Area:	000090
Number of Improvements:	4
Address:	101 W CHERRY ST
Neighborhood:	CENTRAL LOUISVILLE

Total Account Value:

Category	Actual Value	Assessed Value
Total	$108,380	$9,989
Structure	$101,620	$8,164
Land	$6,760	$1,825
X-Features	$0	$0

Mill Levy: 89.881

Property Attribute	Value
Section	1
Type	FARM/RANCH RESIDENTIAL IMPROVEMENTS
Design	1 Story - Ranch
Built Year	1965
Section	2

Property Attribute	Value
Type	OTHER BLDGS.-AGRICULTURAL
Design	OPEN CATTLE SHED
Built Year	1954
Section	3
Type	OTHER BLDGS.-AGRICULTURAL
Design	FARM UTILITY BUILDING
Built Year	1962
Section	4
Type	OTHER BLDGS.-AGRICULTURAL
Design	FARM UTILITY BUILDING
Built Year	1965

Room Information:

Room Type	Count
Total	5
Bedrooms	3
Full Baths	1
3/4 Baths	1
Half Baths	0
Total	0
Bedrooms	0
Full Baths	0
3/4 Baths	0
Half Baths	0
Total	0
Bedrooms	0
Full Baths	0
3/4 Baths	0
Half Baths	0
Total	0
Bedrooms	0
Full Baths	0
3/4 Baths	0

Room Type	Count
Half Baths	0

Square Footage:

Level	Footage
FIRST FLOOR (ABOVE GROUND) FINISHED AREA	1312 sq ft
SUBTERRANEAN BASEMENT FINISHED AREA	1156 sq ft
SUBTERRANEAN BASEMENT UNFINISHED AREA	156 sq ft
DETACHED GARAGE	760 sq ft
ENCLOSED PORCH AREA	187 sq ft
PATIO AREA	210 sq ft
PORCH AREA	40 sq ft
OPEN CATTLE SHED	1560 sq ft
FARM UTILITY BUILDING	2880 sq ft
FARM UTILITY BUILDING	81 sq ft

Zoning Report for Account R0031186

Today's date: 8/1/2025

Address:	101 W CHERRY ST LOUISVILLE
Parcel Number:	157517219001
Zoning:	XLO - Louisville
Wind Load (Vult):	150
Ground Snow Load (lbs/sqft):	40

Survey Report for Account R0031186

Report Date: 8/1/2025

No survey data available for this parcel.

Floodplain Report for Account R0031186

Report Date: 8/1/2025

Address:	101 W CHERRY ST LOUISVILLE
Parcel Number:	157517219001
Flood Zones:	
Is Floodway Present:	No

Election Information for Account: R0031186

Report Date: August 01, 2025

Address	101 W CHERRY ST LOUISVILLE
Parcel Number	157517219001
Precinct	2181207204
Congressional District	2
State Senate	18
State House	12
County Commissioner	3

Revised 07/19/94

SUBDIVISION AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of July, 1994, by and between the **CITY OF LOUISVILLE**, a municipal corporation, in the County of Boulder, State of Colorado ("CITY"), and **KLUBERT WAREMBOURG AND HELEN ROSE WAREMBOURG** hereinafter referred to as "Subdivider".

WHEREAS, Subdivider has submitted a Final Subdivision Plat for **WAREMBOURG SUBDIVISION** ("Subdivision") attached hereto as Exhibit A and incorporated herein by reference. Said Plat has been reviewed and approved by the Planning Commission and City Council of the City;

WHEREAS, the subdivision regulations of the City require that the Subdivider enter into a Subdivision Agreement ("Agreement") with the City relative to improvements related to the Subdivision;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Subdivision Obligation. Subdivider shall be responsible for performance of the covenants set forth herein.

1.2 Engineering Services. Subdivider agrees to furnish, at its expense, all necessary engineering services relating to the design and construction of the Subdivision. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law.

1.3 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his or her designee, who shall have general responsibility for coordinating development with Subdivider.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-Way, Easements and Permits. The Subdivider has reserved one (1) access point off South Jackson Avenue onto Parcel 2 and one (1) access point off Cherry Street onto Parcel 2, as described in the Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement between the City and the Subdivider, the location of which has been mutually agreed upon by the parties and appears on Exhibit A. **The City shall pay the cost of construction of the access roads (with culvert and road base only) from the street to the lot line of Parcel 2, with paved access roads to be provided by the City at the time of the realignment of the South Jackson Avenue and Cherry Street project.**

2.2 Title To Right-Of-Way. Title to Parcel 3 as described in the Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement shall be merchantable in the Subdivider, and the title commitment shall contain no exceptions other than:

a. Taxes and assessment for the current year, which shall be adjusted and prorated to the date of delivery of the deed; and

b. Rights-of-way, easements, restrictions, and mineral reservations of record, acceptable to City.

2.3 Utility Coordination and Installation. The City shall extend sewer service to the right-of-way adjacent to Lots 1, 2, and 3, as described in the preliminary subdivision plat, attached hereto as Exhibit A, with the actual cost of the extension to be paid by the City. There is an existing water main in said right-of-way which may be tapped. The Subdivider shall be responsible for coordination of and payment for installation of any other on-site and off-site electric, natural gas, and telephone utilities. All utilities shall be placed underground to the extent required by City Code.

3.0 PUBLIC USE DEDICATION

3.1 Public Use Dedication. The Subdivider is not required to make any public use or open space dedications to the City pursuant to Section 16.16.060 (Subdivision Requirements), Section 17.28.080 (Planned Unit Development Requirements), or any other section of the Louisville Municipal Code in connection with such zoning and plat or plan approval. However, no successor to Subdivider, except lineal descendants and their spouses, shall be so exempt from such requirements, as from time to time amended.

4.0 OTHER IMPROVEMENTS

4.1 Drainage Ditches. The City shall construct or reconstruct drainage ditches on Parcel 1, as described in the Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement, and maintain those ditches, as necessary to continue the historic drainage of the Property.

4.2 Irrigation Ditches. All irrigation ditches, laterals, diversion boxes, and similar structures on Parcel 1 and Parcel 3, as described in the Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement, shall either continue in their present location with appropriate access easements for maintenance and continuance of those ditches by the Subdivider, or be reconstructed at the City's expense in locations acceptable to the Subdivider for irrigation of Parcel 2, as described in the Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement.

4.3 Fences. The City shall construct a fence of a type and in a location acceptable to the Subdivider for the entire distance that South Jackson Avenue and Cherry Street abut Parcel 2, as described in the Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement, on the east and on the south. The City shall construct and maintain a security fence of a type and in a location mutually acceptable to the City and the Subdivider on the entire lot line separating Parcel 1 from Parcel 2, as described in the Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement.

In the event the City annexes the Daughenbaugh property, west of Outlot A, the City shall require, as a condition of annexation, that the security fence separating Lot 4 and Outlot A shall be continued along the westerly boundary of the Property to Cherry Street, or the City shall construct such fence if the City acquires the Daughenbaugh property without annexation.

4.4 Stock Pond. The Subdivider agrees to abandon and drain the existing stock watering pond on Parcel 1, as described in the Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement, and the City agrees to work with the Subdivider to regrade and level the area now constituting the pond. The City and the Subdivider understand and agree that the Subdivider may replace the stock watering pond at some other location on Parcel 2.

4.5 Trash, Debris, Mud. Subdivider agrees that during construction of the Subdivision and of any improvements to be made by the Subdivider described herein, Subdivider shall take any and all steps necessary to control trash, debris and wind or water erosion in the Subdivision. If the City determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, Subdivider agrees to abate said nuisance and/or to correct any damage or injury within five working days after notification by City. If Subdivider does not abate said nuisance or if an emergency situation exists, to be determined by the City in its sole discretion, the City may abate the nuisance and/or correct any damage or injury without notice to Subdivider at Subdivider's expense. Subdivider also agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If Subdivider does not abate, or if an emergency exists, City may abate at Subdivider's expense.

4.6 Operation of Construction Equipment.

(a) Pursuant to Section 9.34.040 of the Louisville Municipal Code the operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. and, on weekdays, the hour of 7:00 a.m. or, on legal holidays and weekends, the hour of 8:00 a.m. The Planning Director may, upon written application, alter the hours of operation for good cause.

(b) The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. Upon written request, the hours of operations may be altered by the Director of Public Works.

5.0 SPECIAL PROVISIONS

1. Subdivider shall use Parcel 2, as described in the Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement, solely for agricultural uses and for no more than three single family dwellings (the existing dwelling plus two additional dwellings), with accessory buildings and structures normal to such agricultural uses and dwellings, subject to the following.

2. The site of one of the single-family dwellings shall be the site of the single family dwelling existing on the date of the Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement, and the other two single-family dwellings shall be located on Lots 2 and 3 of the approved Subdivision Plat. The dwellings may be used only for single-family purposes. They may be manufactured homes, but mobile homes shall not be used for dwellings or accessory uses. Any new construction or reconstruction of the dwellings shall be restricted as to size as follows:

a. A single story house will not exceed a footprint of 3,000 square feet;

b. A two story house will not exceed a footprint of 2,000 square feet nor a height of thirty (30) feet.

3. Structures, other than mobile homes, in existence on Parcel 2, as of the date of the Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement, may remain in place and may be reconstructed or replaced, but any reconstruction or replacement shall be limited to the size as of the date of the Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement. Mobile homes in existence on Parcel 2, as of the date of the Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement, may remain in place but may not be reconstructed or replaced.

6.0 MISCELLANEOUS TERMS

6.1 Recording of Agreement. The City shall record this Agreement in the office of the Clerk and Recorder, County of Boulder, State of Colorado, and the City shall retain the recorded Agreement.

6.2 Binding Effect of Agreement. This Agreement shall run with the land included within the Subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

6.3 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

6.4 Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY:

City of Louisville
City Administrator
749 Main Street
Louisville, Co. 80027

With a copy to:

Griffiths & Tanoue, P.C.
City Attorney
749 Main Street
Louisville, CO 80027

SUBDIVIDER:

Klubert and Helen Rose Warembourg
1023 30th Street
Louisville, CO 80027

John Mehaffy, Esq.
Martin & Mehaffy
1655 Walnut Street, No. 300
Boulder, CO 80306

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

6.5 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter.

6.6 Other Agreements. The Purchase Contract to Buy and Sell Vacant Real Estate and Conservation Easement between the City and the Subdivider, shall remain in full force and effect and shall control this Subdivision. If such Purchase Agreement conflicts with the Subdivision Agreement, then the Purchase Agreement controls.

6.7 Title and Authority. Subdivider warrants to the City that it is the record owner for the property within the Subdivision. The undersigned further warrants to have full power and authority to enter into this Agreement.

6.8 Applicable Laws. This Agreement is to be governed and construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF LOUISVILLE

By: ____________________
~~Tom Davidson, Mayor~~
Kevin Howard, mayor Pro-Tem

SUBDIVIDER

By: Helen Rose Warembourg

Title: ____________________

ATTEST:

By: Maj-Lis Kemper
Maj-Lis Kemper, City Clerk

NOTARY

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

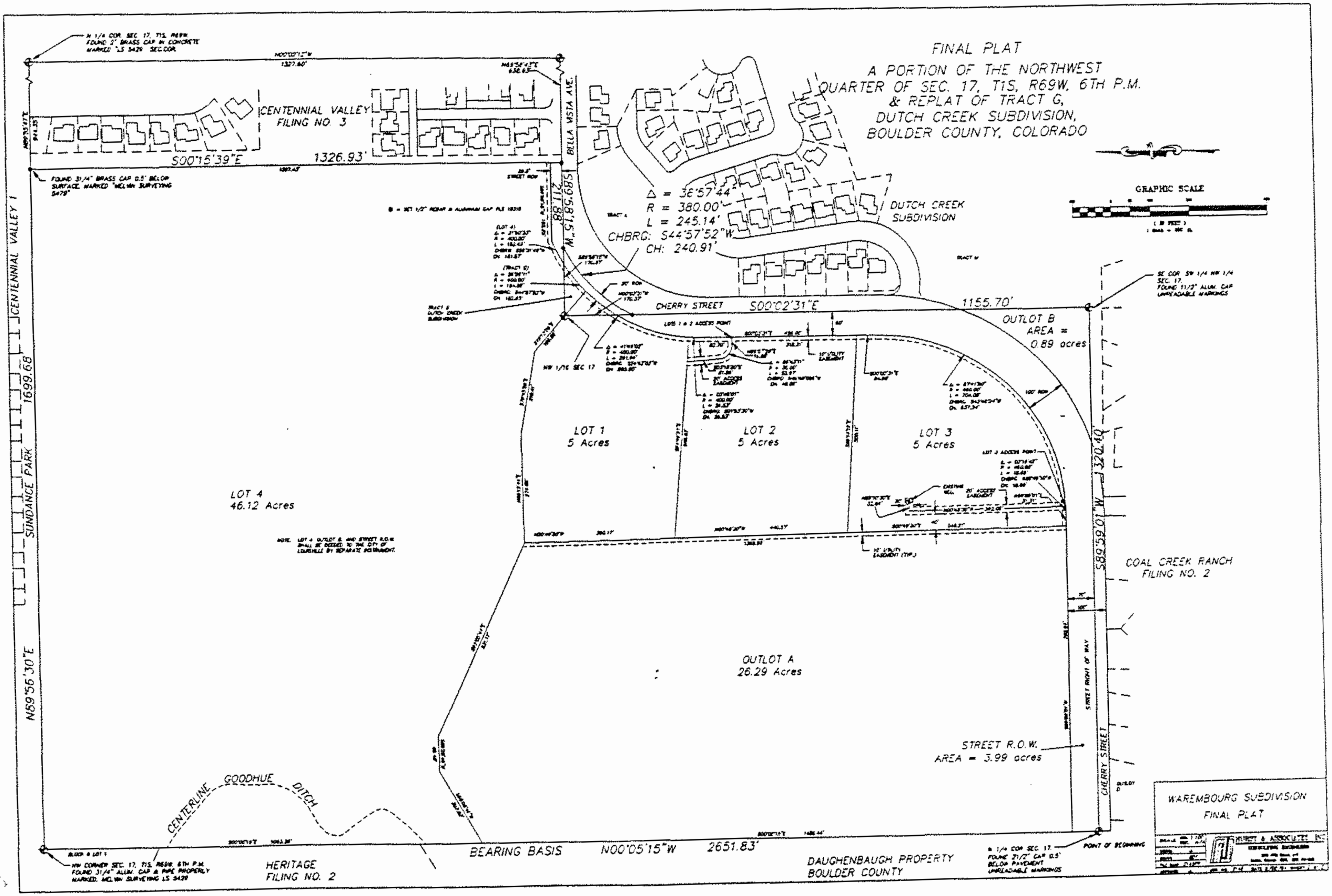
Subscribed and sworn to before me this 22nd day of July, 1994, by Klubert Warenbourg & Helen Rose Warenbourg

Witness my hand and official seal.

My commission expires: 11-1-95

____
Notary Public

EXHIBIT A



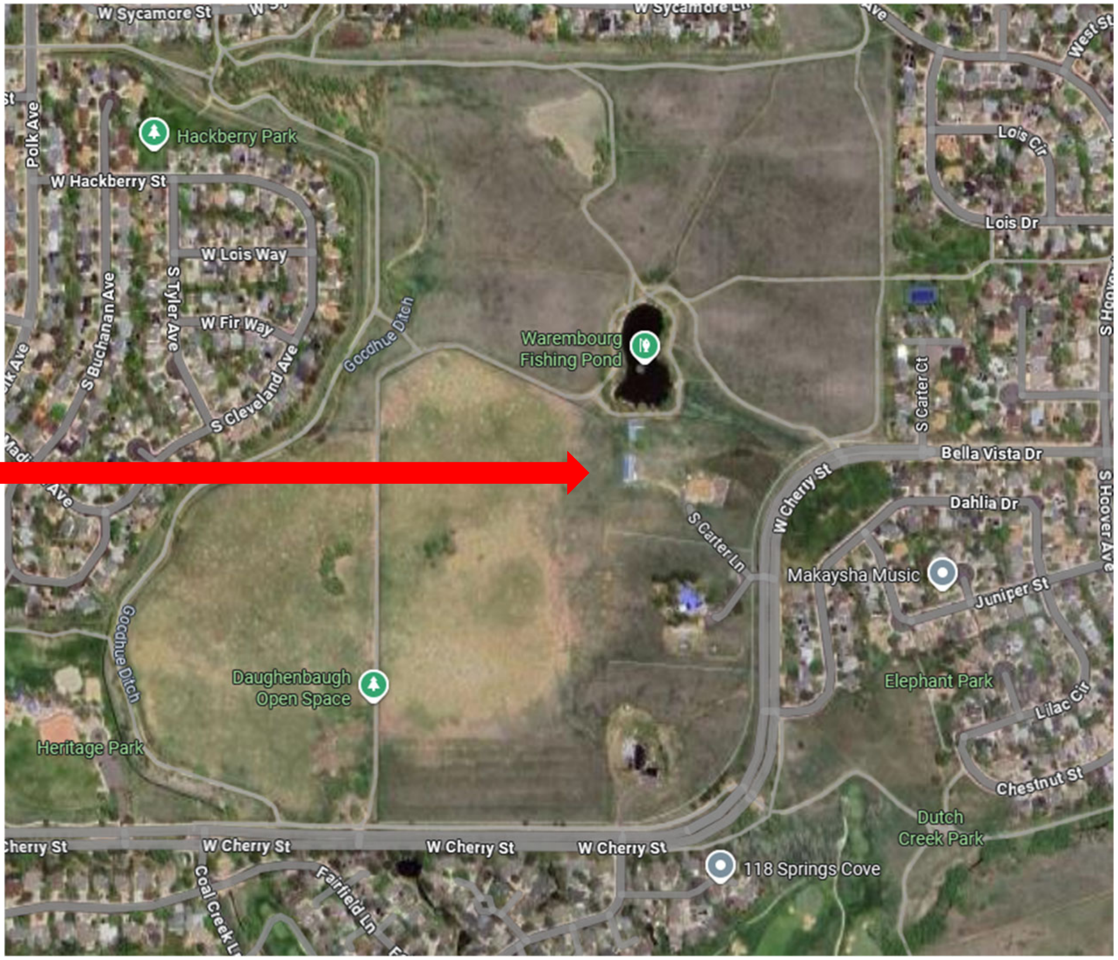
FINAL PLAT
A PORTION OF THE NORTHWEST QUARTER OF SEC. 17, T1S, R69W, 6TH P.M. & REPLAT OF TRACT G, DUTCH CREEK SUBDIVISION, BOULDER COUNTY, COLORADO
GRAPHIC SCALE
CENTENNIAL VALLEY FILING NO. 3
BELLA VISTA AVE.
S00°15'39"E
1326.93'
Δ = 36°57'44"
R = 380.00'
L = 245.14'
CHBRG: S44°57'52"W
CH: 240.91'
DUTCH CREEK SUBDIVISION
CHERRY STREET
S00°02'31"E
1155.70'
OUTLOT B
AREA = 0.89 acres
LOT 1
5 Acres
LOT 2
5 Acres
LOT 3
5 Acres
LOT 4
46.12 Acres
OUTLOT A
26.29 Acres
S89°59'01"W
1320.40
COAL CREEK RANCH FILING NO. 2
STREET R.O.W.
AREA = 3.99 acres
CHERRY STREET
CENTENNIAL VALLEY I
SUNDANCE PARK
1699.68
N89°56'30"E
CENTERLINE GOODHUE DITCH
HERITAGE FILING NO. 2
BEARING BASIS
N00°05'15"W
2651.83'
DAUGHENBAUGH PROPERTY
BOULDER COUNTY
WAREMBOURG SUBDIVISION
FINAL PLAT

Approve a Purchase Contract to Buy Real Estate at 101 W. Cherry Street and Authorizing the Use of General Fund Reserves for the Purchase

October 7, 2025

Background

101 W. Cherry Street



City of Louisville

Background

- Property Background
  - 4.92-acre lot that currently includes a single-story home, an “open cattle shed”, and two other farm utility buildings.
- Conservation Easement & Subdivision Agreement
  - Limits any construction or reconstruction to a single-family dwelling not to exceed a footprint of 3,000 sf (single story) or 2,000 sf (two story, not to exceed a height of 30’).
- Zoned Agriculture

Background

- July 31, 2025 – City Manager was notified that the property at 101 W. Cherry Street was expected to go under contract that day, with a closing scheduled for August 29, 2025.
  - Purchase Price - $2,250,000
- City holds a right of first refusal under the conservation easement between the City and Klubert and Helen Warembourg, executed July 19, 1994.
  - City had 30 days to notify the seller whether it elected to purchase the property under the same terms and conditions as the contract, with the exception that the City would have 90 days after exercising the option to close

Prior Council Action

- August 28, 2025 – City Council voted to exercise the right of first refusal to purchase the property for $2,250,000, with the provision that the property be used for a public purpose.

City of Louisville

Analysis

- Proximity to Daughenbaugh Open Space, Warembourg Open Space, and Warembourg Fishing Pond offers significant potential for public use.
- Careful consideration needs to be given to the following:
  - Shared gated driveway may need to be modified or a new driveway constructed
  - ADA access
  - Parking
  - Inspection identified approximately $20,000 in repairs needed
  - Cosmetic and functional upgrades may be required depending on the intended use

Fiscal Impact

- $2,250,000 + Closing Costs
- General Fund Reserves
  - Maximum flexibility for the use of the property
  - Balance as of December 31, 2025 - $17 Million
    - Targeted Reserve - $6.8 Million
    - 2026 Supplemental Budget Process – Up to $1.7 Million to be set aside for Marshall Fire Permit Fee Rebates
    - Latest Long Term Financial Forecast estimates Fund Balance as of December 31, 2030 at $11.9 Million and the Targeted Reserve at $7.8 Million
- Budget Amendment required

Alternatives

- Utilize Open Space Funds to purchase the property.
  - City's Charter defines classification and management requirements for open space properties.
    - Restrictions may not align with Council's intended use of the property

Recommendation

- Approve the contract to purchase 101 W. Cherry Street in the amount of $2,250,000 using General Fund Reserves.