TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

March 12, 2025
6:00 PM

9900 Park Avenue, Firestone, CO 80504

Board of Trustees Regular Meetings can be viewed live online at www.firestoneco.gov/Agendas

PRE-MEETING WORK SESSION 5:30 PM IN THE RICHARD E. HART TRAINING ROOM

THE AGENDA FOR THE PRE-MEETING WORK SESSION IS A DISCUSSION OF THE FOLLOWING REGULAR MEETING AGENDA

REGULAR MEETING 6:00 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**

2. **Pledge of Allegiance**

3. **Approval of Agenda**

4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)

5. **Consent Agenda**

   a. Approval of February 26, 2025 Board of Trustees Regular Meeting Minutes

   b. **Resolution 25-33:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR FIRELIGHT PARK FILING NO. 1; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE FIRELIGHT PARK FILING NO. 1 SUBDIVISION

   c. **ORDINANCE 1060:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, ENACTING SECTION 10.04.285 OF THE FIRESTONE MUNICIPAL CODE ESTABLISHING SECTION 1214 PARKING REGULATIONS OF THE MODEL TRAFFIC CODE

6. **Presentation**

   a. Lobbyist Presentation

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

b. Frederick Firestone Fire Department and L4123 Collaborative Presentation

7. Discussion/Action

a. **Resolution 25-29:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND EZ EXCAVATING PERTAINING TO THE HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT PHASE #3 PROJECT NO. 2

b. **Resolution 25-30:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DITESCO LLC FOR PRE-CONSTRUCTION BIDDING ASSISTANCE AND CONSTRUCTION ADMINISTRATION SERVICES FOR PHASE #3 PROJECT #2 HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT

c. **Resolution 25-31:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RVI PLANNING + LANDSCAPE ARCHITECTURE FOR PROFESSIONAL SERVICES

d. **Resolution 25-32:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING AND APPROVING A CONTRACT TO BUY AND SELL REAL PROPERTY LOCATED AT 12623 CANOE STREET

e. **Resolution 25-26:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT BETWEEN THE TOWN OF FIRESTONE AND PORCHLIGHT REAL ESTATE GROUP LLC FOR 12623 CANOE STREET FIRESTONE COLORADO.

f. Town Attorney Interviews

8. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

9. Reports

a. Staff

b. Mayor

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk’s Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

c. Trustees

10. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.a **Consent Agenda** **Meeting Date:** March 12, 2025 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM
Approval of February 26, 2025 Board of Trustees Regular Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS
1. 02-26-2025 Meeting Minutes DRAFT

TOWN OF FIRESTONE

Board of Trustees Regular Meeting
MINUTES
February 26, 2025

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on February 26, 2025, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 06:00 PM

The following were present upon the call of the roll:

Mayor:	Don Conyac, Jr.
Mayor Pro-tem:	Frank A. Jimenez
Trustees:	Linda J. Haney, Excused
	Ray Byrd
	Matt Holcomb
	Lorna Morton
	Sean Doherty

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, for Approval of Agenda

Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried

4. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

No members of the public came forward to offer comments.

5. Consent Agenda

Motion by Trustee Morton, **second** by Trustee Doherty, to Approve Consent Agenda

Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty

No: None
Abstain: None
Motion carried

a. Approval of February 12, 2025, Board of Trustees Meeting Minutes

b. **Resolution 25-23**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RESOURCE CENTRAL FOR A LAWN REPLACEMENT AND GARDEN IN A BOX PROGRAM

c. **Resolution 25-24:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR FRONTIER ESTATES FILING NO. 2; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE FRONTIER ESTATES FILING NO. 2 SUBDIVISION

d. **Resolution 25-25**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO APPROVING A LEASE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE CARBON VALLEY HELP CENTER.

6. Presentation

a. STAR Award Presentation

7. Discussion/Action

a. Parks, Trails, Recreation and Open Space Commission Appointments

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Reappoint Kadi Abel to the Parks, Trails, Recreation and Open Space Commission.

Roll Call Vote:

Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried

Motion by Trustee Morton to Nominate Staci Brock to the Parks, Trails, Recreation and Open Space Commission.

Roll Call Vote:
Yes: Trustee Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried

b. **<u>Resolution 25-27</u>:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH CHERYL WHISTON

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Approve **<u>Resolution 25-27</u>:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE APPROVING A PURCHASE AND SALE AGREEMENT WITH CHERYL WHISTON

Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried

c. **<u>Resolution 25-28</u>:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A POLICY REGARDING THE TOWN'S PARTICIPATION IN WATER COURT LITIGATION

Motion by Trustee Byrd, **second** by Trustee Doherty, to Approve **<u>Resolution 25-28</u>:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, ADOPTING A POLICY REGARDING THE TOWN'S PARTICIPATION IN WATER COURT LITIGATION

Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Morton, Trustee Byrd, Trustee Doherty
No: Trustee Holcomb

Abstain: None
Motion carried

8. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

No members from the public came forward for public comment.

9. Reports

a. Staff

i January Monthly Financial Report

b. Mayor

c. Trustees

10. Executive Session

a. An executive session pursuant to C.R.S. 24-6-402 (4)(a)(b) and (e)(1) for the purposes of receiving legal advice from special counsel, determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and directing negotiators regarding the acquisition of real property owned by the St. Vrain Sanitation District.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Go into an Executive Session pursuant to C.R.S. 24-6-402 (4)(a)(b) and (e)(1) for the purposes of receiving legal advice from special counsel, determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and directing negotiators regarding the acquisition of real property owned by the St. Vrain Sanitation District.

Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, TrusteeDoherty
No: None
Abstain: None
Motion carried

b. An executive session pursuant to C.R.S. 24-6-402 (4)(a)and (b) for the purposes of receiving legal advice from special counsel, determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and directing negotiators regarding Central Weld County Water District services.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Go into an executive session pursuant to C.R.S. 24-6-402 (4)(a)and (b) for the purposes of receiving legal advice from special counsel, determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and directing negotiators regarding Central Weld County Water District services.

Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried

11. Adjournment

Motion by Trustee Doherty, **second** by Trustee Morton, to adjourn. All in Favor, **Motion carried**.

Introduced and Approved the 12th of March, 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac, Jr., Mayor

Miriam Granados Luna, CMC
Town Clerk

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.b **Consent Agenda** **Meeting Date:** March 12, 2025 **Initiated By:** Pam Howard **Department:** Planning & Development

AGENDA ITEM

Resolution 25-33: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR FIRELIGHT PARK FILING NO. 1; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE FIRELIGHT PARK FILING NO. 1 SUBDIVISION

RECOMMENDATION

Staff recommends the Board of Trustees approve draft Resolution 25-33 with the following conditions:

a. All minor, technical corrections to the Final Plat shall be made to the Town's satisfaction.
b. Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.
c. Applicant shall provide an updated title commitment for the Property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.
d. Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.
e. Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.
f. Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.
g. Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

APPROVAL/DENIAL OPTIONS

n/a

SUMMARY

The subject property is 45.65 acres in size and is located on the east side of Fairview Street north of State Highway 119. The proposed final plat includes 44 single-family detached lots and 24 single-family attached lots.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The Firelight Park Annexations were approved by the Board of Trustees on March 27, 2008. The original ODP was approved at the same meeting and expired after 10 years. The Board approved a new ODP on March 10, 2021, and an amendment on July 13, 2022. The residential Preliminary Plat and Nonresidential Minor Plat were also approved on July 13, 2022. The Minor Plat was recorded on July 26, 2024, creating 4 commercial lots, and 6 tracts. The proposed Final Plat further subdivides Tract D.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS

1. Resolution 25-33
2. Firelight Park Filing 1 Plat
3. Draft Subdivision Agreement

RESOLUTION NO. 25-33

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR FIRELIGHT PARK FILING NO. 1; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE FIRELIGHT PARK FILING NO. 1 SUBDIVISION

WHEREAS, Firelight Development, Inc (the "Applicant") who is the owner of certain real property located within the Town of Firestone, Colorado (the "Property"), has submitted a proposed final plat for the Property, entitled "Firelight Park Filing No. 1" (the "Final Plat"); and

WHEREAS, after reviewing the Final Plat at its regular meeting pursuant to Section 16.7.6.D of the Firestone Development Code, the Board of Trustees finds the proposed Final Plat conforms to the approved preliminary plat of the Property, which the Board of Trustees approved through adopting Resolution No. 22-80 after holding a public hearing, and that the Final Plat substantially complies with the technical subdivision and platting requirements of the Firestone Development Code; and

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to approve the Firelight Park Filing No. 1 Subdivision Development Agreement and to accept financial guarantees for improvements to be constructed by the Applicant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

<u>Section 1</u>. The above Recitals and Findings of the Board of Trustees are hereby adopted as findings of the Board and incorporated into this resolution.

<u>Section 2</u>. The Board of Trustees hereby approves the final plat for Firelight Park Filing No. 1, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

(a) All minor, technical corrections to the Final Plat shall be made to the Town's satisfaction.

(b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.

(c) Applicant shall provide an updated title commitment for the Property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars.

(d) Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.

(e) Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.

(f) Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.

(g) Applicant shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

Section 3. The Firelight Park Filing No. 1 Subdivision Development Agreement between the Town of Firestone and Applicant is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**, with such revisions thereto as may be necessary for the Town's protection, and as approved by the Town Attorney's Office and the Town Manager. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the final plat Firelight Park Filing No. 1 is hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The Planning and Development Director is authorized to make any changes to the mylar form of the approved Final Plat to correct errors and to make such other changes that are expressly authorized or required pursuant to this Resolution.

Section 6. The Mayor and Town Clerk are hereby authorized and directed to certify upon the final subdivision plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 7. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Firelight Park Filing No. 1 final plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of _________________, 2025.

____
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

<u>EXHIBIT A</u>
Firelight Park Filing No. 1
Final Plat

<u>EXHIBIT B</u>
Firelight Park Filing No. 1
Subdivision Development Agreement

FIRELIGHT PARK FILING NO. 1

A REPLAT OF A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
45.65 ACRES - 68 LOTS - 13 TRACTS
FP22-038

DEDICATION AND OWNERSHIP STATEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, OR LIEN HOLDERS OF CERTAIN LANDS IN THAT TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT RECORDED AT RECEPTION NO. 4973387, WELD COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE SOUTH END BY A 3-1/4" ALUMINUM CAP, ILLEGIBLE, AND AT THE NORTH END BY A 2" ALUMINUM CAP STAMPED "1994 LS 35937". SAID WEST LINE BEARS NORTH 00°44'19" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89°29'45" EAST, 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF FAIRVIEW STREET, ALSO BEING THE NORTHWEST CORNER OF SAID TRACT D, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF SAID TRACT D SOUTH 89°29'45" EAST, 1195.77 FEET TO THE NORTHEAST CORNER OF SAID TRACT D;

THENCE DEPARTING SAID NORTH LINES AND ALONG THE EAST LINE OF SAID TRACT D SOUTH 00°45'54" WEST, 1382.55 FEET;

THENCE DEPARTING SAID EAST LINE NORTH 89°14'06" WEST, 136.35 FEET;

THENCE NORTH 54°16'16" WEST, 53.45 FEET A POINT OF CURVATURE;

THENCE 2.95 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 00°37'31", AND SUBTENDED BY A CHORD BEARING SOUTH 32°34'35" WEST, A DISTANCE OF 2.94 FEET;

THENCE SOUTH 33°02'09" WEST, 100.00 FEET TO A POINT OF CURVATURE;

THENCE 118.28 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 210.00 FEET, AND A CENTRAL ANGLE OF 32°16'14";

THENCE SOUTH 00°45'54" WEST, 60.00 FEET TO A POINT OF CURVATURE;

THENCE 91.11 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, AND A CENTRAL ANGLE OF 90°00'00";

THENCE NORTH 89°14'06" WEST, 115.00 FEET;

THENCE SOUTH 00°45'54" WEST, 110.00 FEET;

THENCE NORTH 89°14'06" WEST, 205.00 FEET;

THENCE SOUTH 00°45'54" WEST, 33.29 FEET;

THENCE NORTH 89°14'06" WEST, 272.18 FEET TO A POINT OF CURVATURE;

THENCE 80.76 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 58.00 FEET, AND A CENTRAL ANGLE OF 79°46'47";

THENCE NORTH 89°15'27" WEST, 220.14 FEET TO SAID EAST RIGHT-OF-WAY LINE, ALSO BEING THE WEST LINE OF SAID TRACT D;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND SAID WEST LINE NORTH 00°44'19" EAST, 620.99 FEET;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WESTERLY LINE OF SAID TRACT D THE FOLLOWING SIX (6) COURSES:

1. SOUTH 89°15'27" EAST, 199.27 FEET TO A POINT OF CURVATURE;
2. 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, AND A CENTRAL ANGLE OF 90°00'00";
3. SOUTH 89°15'27" EAST, 60.00 FEET TO A POINT OF CURVATURE;
4. 31.42 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND SUBTENDED BY A CHORD BEARING NORTH 45°44'33" EAST, A DISTANCE OF 28.28 FEET;
5. NORTH 00°44'33" EAST, 60.00 FEET;
6. NORTH 89°15'27" WEST, 299.27 FEET TO SAID EAST RIGHT-OF-WAY LINE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID WEST LINE NORTH 00°44'19" EAST, 1078.33 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,988,384 SQUARE FEET, OR 45.65 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, STREETS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIRELIGHT PARK FILING NO. 1. THE EASEMENTS SHOWN HEREON ARE DEDICATED TO THE TOWN, FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

AS: ______________________
BY:

DATE: ______________________

TITLE: ______________________

ATTEST: ______________________

STATE OF COLORADO)
)SS.
COUNTY OF WELD)

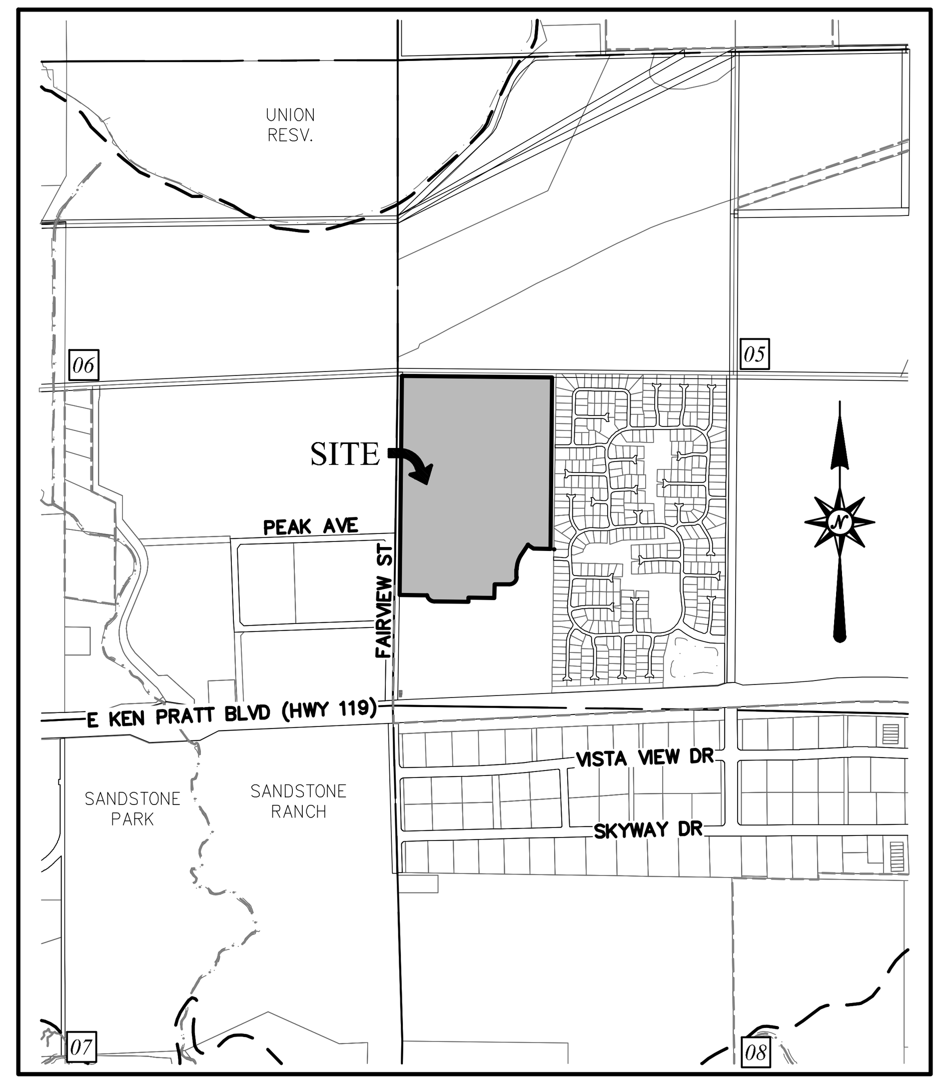
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF ______________________, 20______

BY ______________________ AS ______________________

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

MY COMMISSION EXPIRES: ______________



VICINITY MAP
SCALE: 1" = 1200'

OWNERSHIP CERTIFICATE

THE DEDICATION OF TRACT J IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY FIRELIGHT DEVELOPMENT, INC.

FIRELIGHT DEVELOPMENT, INC.

BY: ______________________ DATE: ______________

TITLE: ______________________

STATE OF COLORADO)
) SS.
COUNTY OF WELD)

ACKNOWLEDGED BEFORE ME THIS _________ DAY OF ______________________, 20______

BY: ______________________ AS ______________________ .

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

MY COMMISSION EXPIRES: ______________

THE DEDICATION OF TRACTS B, C, AND K IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY VOYAGE VENTURES, LLC.

VOYAGE VENTURES, LLC

BY: ______________________ DATE: ______________

TITLE: ______________________

STATE OF COLORADO)
) SS.
COUNTY OF WELD)

ACKNOWLEDGED BEFORE ME THIS _________ DAY OF ______________________, 20______

BY: ______________________ AS ______________________ .

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

MY COMMISSION EXPIRES: ______________

OWNERSHIP CERTIFICATE

THE DEDICATION OF TRACTS A, D THROUGH I, L, AND M IS HEREBY ACCEPTED FOR OWNERSHIP AND MAINTENANCE BY THE FIRELIGHT RESIDENTIAL METROPOLITAN DISTRICT.

FIRELIGHT RESIDENTIAL METROPOLITAN DISTRICT

BY: ______________________ DATE: ______________

TITLE: ______________________

STATE OF COLORADO)
) SS.
COUNTY OF WELD)

ACKNOWLEDGED BEFORE ME THIS _________ DAY OF ______________________, 20______

BY: ______________________ AS ______________________ .

WITNESS MY HAND AND OFFICIAL SEAL

____
NOTARY PUBLIC

MY COMMISSION EXPIRES: ______________

TITLE VERIFICATION CERTIFICATE

WE, CHICAGO TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON, AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES.

BY: ______________________

DATE: ______________________

TITLE: ______________________

ACKNOWLEDGED BEFORE ME THIS ______ DAY OF __________________, 20______

BY ______________________ AS ______________________

WITNESS MY HAND AND SEAL

____
NOTARY PUBLIC

MY COMMISSION EXPIRES ______________

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF FIRELIGHT PARK FILING NO. 1 WAS APPROVED ON THIS __________ DAY OF ____________________ 20_______ BY RESOLUTION NO. ______________ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE, ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON. ALL PUBLIC DEDICATIONS SHOWN ON THIS FINAL PLAT ARE ACCEPTED BY THE TOWN, SUBJECT TO THE PROVISION THAT ACCEPTANCE DOES NOT OBLIGATE THE TOWN OF FIRESTONE TO FINANCE OR CONSTRUCT IMPROVEMENTS ON LAND OR WITHIN SUCH EASEMENTS, EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES.

____
MAYOR

ATTEST: ______________________
TOWN CLERK

SURVEYOR'S CERTIFICATE

I, JOSHUA BREEDLOVE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND.

I FURTHER CERTIFY THAT THIS PLAT AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION AND IN ACCORD WITH APPLICABLE STATE OF COLORADO REQUIREMENTS ON THIS _______ DAY OF ______________________, 20______

DRAFT

____
JOSHUA BREEDLOVE
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38174
FOR AND ON BEHALF OF ATWELL, LLC

OWNER/SUBDIVIDER:
FIRELIGHT DEVELOPMENT, INC.
1425 ONYX CIRCLE
LONGMONT, COLORADO 80504

SURVEYOR:
ATWELL, LLC
143 UNION BLVD. SUITE 700
LAKEWOOD, COLORADO 80228

ATWELL
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

REVISIONS
1ST SUBMITTAL 06/11/2023
2ND SUBMITTAL 11/29/2023
3RD SUBMITTAL 02/02/2024
4TH SUBMITTAL 12/06/2024
5TH SUBMITTAL 02/28/2025

FILE NO.	18003353_FINAL PLAT RES
DATE	09/11/2022
DRAWN BY	TWK
CHECK BY	CD/JMB
JOB NO.	18003353

FIRELIGHT PARK FILING NO. 1

A REPLAT OF A PORTION OF TRACT D, FIRELIGHT PARK MINOR SUBDIVISION PLAT
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
45.65 ACRES - 68 LOTS - 13 TRACTS
FP22-038

LAND SUMMARY CHART

TYPE	AREA	% OF TOTAL AREA
LOTS	6.20 AC.	13.582
TRACTS	33.66 AC.	73.735
R.O.W.	5.79 AC.	12.683
TOTAL	45.65 AC.	100.00

TRACT SUMMARY CHART

TRACT	AREA	USE	OWNERSHIP	MAINTENANCE
*A	1.12 AC.	OPEN SPACE/ LANDSCAPE BUFFER/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
B	1.52 AC.	FUTURE DEVELOPMENT	FIRELIGHT DEVELOPMENT, INC.	FIRELIGHT DEVELOPMENT, INC.
C	1.79 AC.	FUTURE DEVELOPMENT	FIRELIGHT DEVELOPMENT, INC.	FIRELIGHT DEVELOPMENT, INC.
D	0.81 AC.	OPEN SPACE/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
E	0.39 AC.	OPEN SPACE/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
F	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
G	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
H	0.07 AC.	ACCESS/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
I	0.17 AC.	OPEN SPACE	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
J	4.10 AC.	OIL/GAS FACILITIES	VOYAGE VENTURES, LLC	VOYAGE VENTURES, LLC
K	19.29 AC.	FUTURE DEVELOPMENT	FIRELIGHT DEVELOPMENT, INC.	FIRELIGHT DEVELOPMENT, INC.
L	0.34 AC.	OPEN SPACE/LANDSCAPE BUFFER	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT
M	3.92 AC.	OPEN SPACE/ LANDSCAPE BUFFER/UTILITIES	FIRELIGHT RESIDENTIAL METRO DISTRICT	FIRELIGHT RESIDENTIAL METRO DISTRICT

* ONLY THE PORTION OF TRACT A NORTH OF TRACT B IS OPEN SPACE. SEE LANDSCAPE PLANS FOR OPEN SPACE IMPROVEMENTS

OPEN SPACE SUMMARY

TRACT	TRACT ACREAGE	OPEN SPACE ACREAGE
A	1.12	0.64
D	0.81	0.81
E	0.39	0.39
I	0.17	0.17
L	0.34	0.34
M	3.92	3.02
TOTAL	6.75	5.37

LAND DEDICATION REQUIREMENTS

PARK LAND DEDICATION	CODE REQUIREMENT	TOTAL REQUIRED AREA FILING 1 (ACRES)	PROVIDED AREA (ACRES)	REMAINING AREA CASH-IN-LIEU (ACRES)	REMAINING AREA FOR FUTURE FILINGS
POCKET PARKS	.5 ACRES/1,000 RESIDENTS	0.11	0.00	0.00	0.00
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	0.64	0.00	0.64	0.00
COMMUNITY PARK	5 ACRES/1,000 RESIDENTS	1.06	0.00	1.06	0.00
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	2.96	5.37	0.00	2.41

GENERAL NOTES:

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

2. ANY PERSON WHO KNOWINGLY REMOVES, ALTER OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH, PURSUANT TO 18 U.S.C. §1858.

3. TITLE COMMITMENT NO. ABC25201527.1-2, AMENDMENT NO. 2 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF JULY 3, 2024, WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY ATWELL, LLC TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

4. LINEAR DISTANCES SHOWN HEREON ARE GROUND DISTANCES REPORTED IN U.S. SURVEY FEET AND DECIMALS THEREOF.

5. THE PROPERTY OWNER SHALL DISCLOSE TO PROSPECTIVE PURCHASERS OF LOTS WITHIN A RADIUS OF TWO HUNDRED (200) FEET OF THE PLUGGED AND ABANDONED WELL OF (1) THE LOCATION OF THE PLUGGED AND ABANDONED WELL, (2) THE LOCATION OF THE MAINTENANCE AND WORKOVER SETBACK, AND (3) THE PURPOSE OF THE MAINTENANCE AND WORKOVER SETBACK.

6. A PERPETUAL EASEMENT IS HEREBY GRANTED OVER AND ACROSS ALL PEDESTRIAN WALKWAYS, PATHS, TRAILS, SIDEWALKS, ETC., TOGETHER WITH ALL OTHER OPEN SPACE AREAS AND AMENITIES, INSTALLED WITHIN ANY TRACTS FOR THE PURPOSE OF PUBLIC ACCESS TO AND USE OF SUCH IMPROVEMENTS, AT ANY TIME AND FROM TIME TO TIME, FOR ACTIVE AND PASSIVE RECREATIONAL USES.

7. THE SUBJECT PROPERTY LIES WITHIN FLOOPLAIN ZONE X, DEFINED AS AN AREA OF MINIMAL FLOOD HAZARD PER FEDERAL FLOOD INSURANCE RATE MAP FOR WELD COUNTY, COLORADO, MAP NO. 08123C1870F, EFFECTIVE DATE: SEPTEMBER 26, 2024.

8. SURVEY FIELDWORK WAS COMPLETED FOR THIS PROJECT ON 7/16/2024.

9. THE SUBJECT PROPERTY IS CURRENTLY ZONED AS R-B (RESIDENTIAL B) ACCORDING TO THE TOWN OF FIRESTONE ZONING MAP.

DRAFT

ATWELL
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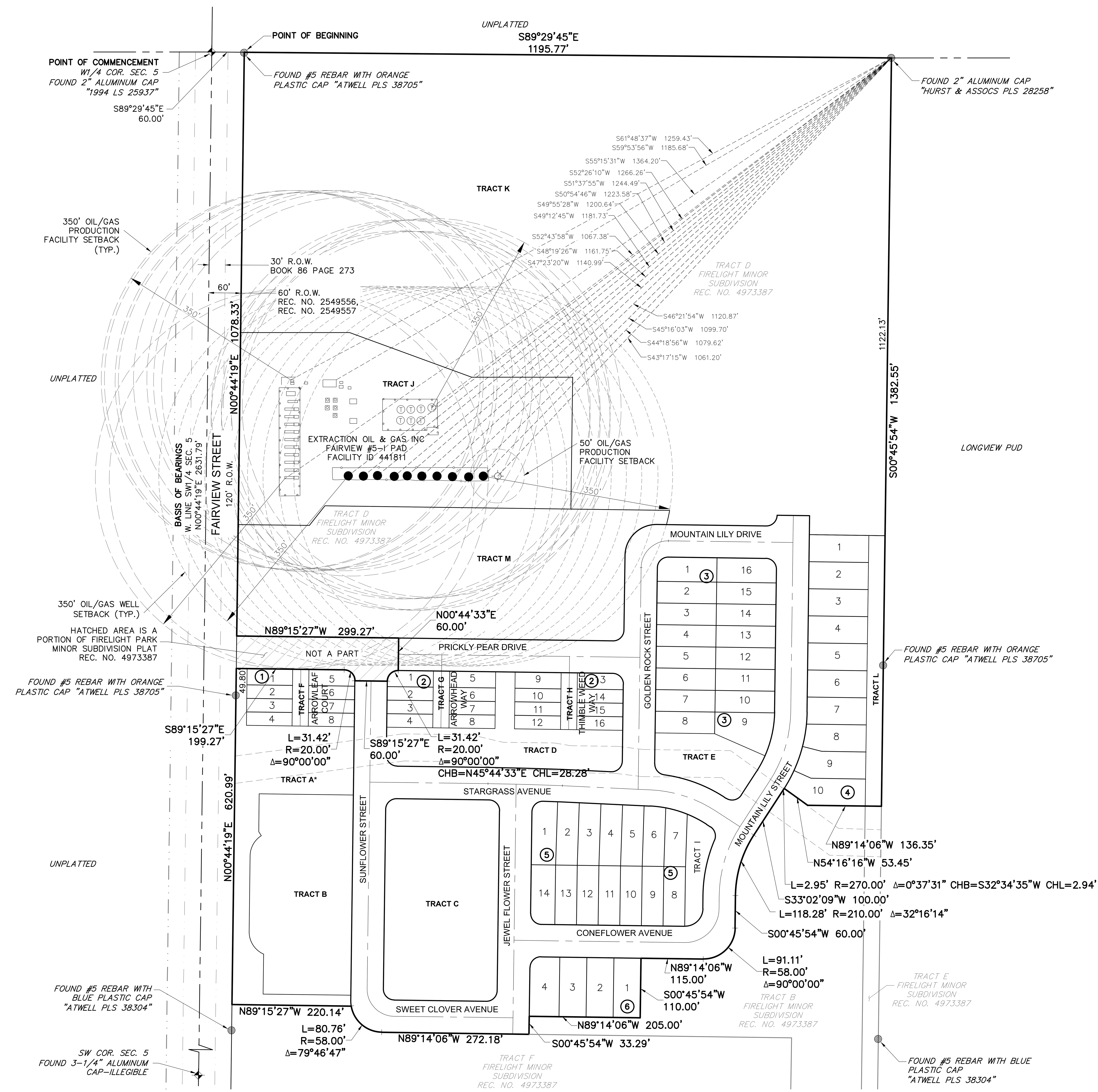
2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
45.65 ACRES - 68 LOTS - 13 TRACTS
FP22-038



LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT LINE
- PROPOSED LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- SECTION CORNER, AS NOTED
- FOUND MONUMENT, AS NOTED
- EXISTING OIL/GAS WELLS SEE SHEET 5

*SEE LANDSCAPE PLANS FOR OPEN SPACE IMPROVEMENTS

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SHEET 3 OF 6

FILE NO.	18003353 FINAL PLAT-R5
DATE	09/11/2023
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FIRELIGHT PARK FILING NO. 1

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45.65 ACRES - 68 LOTS - 13 TRACTS
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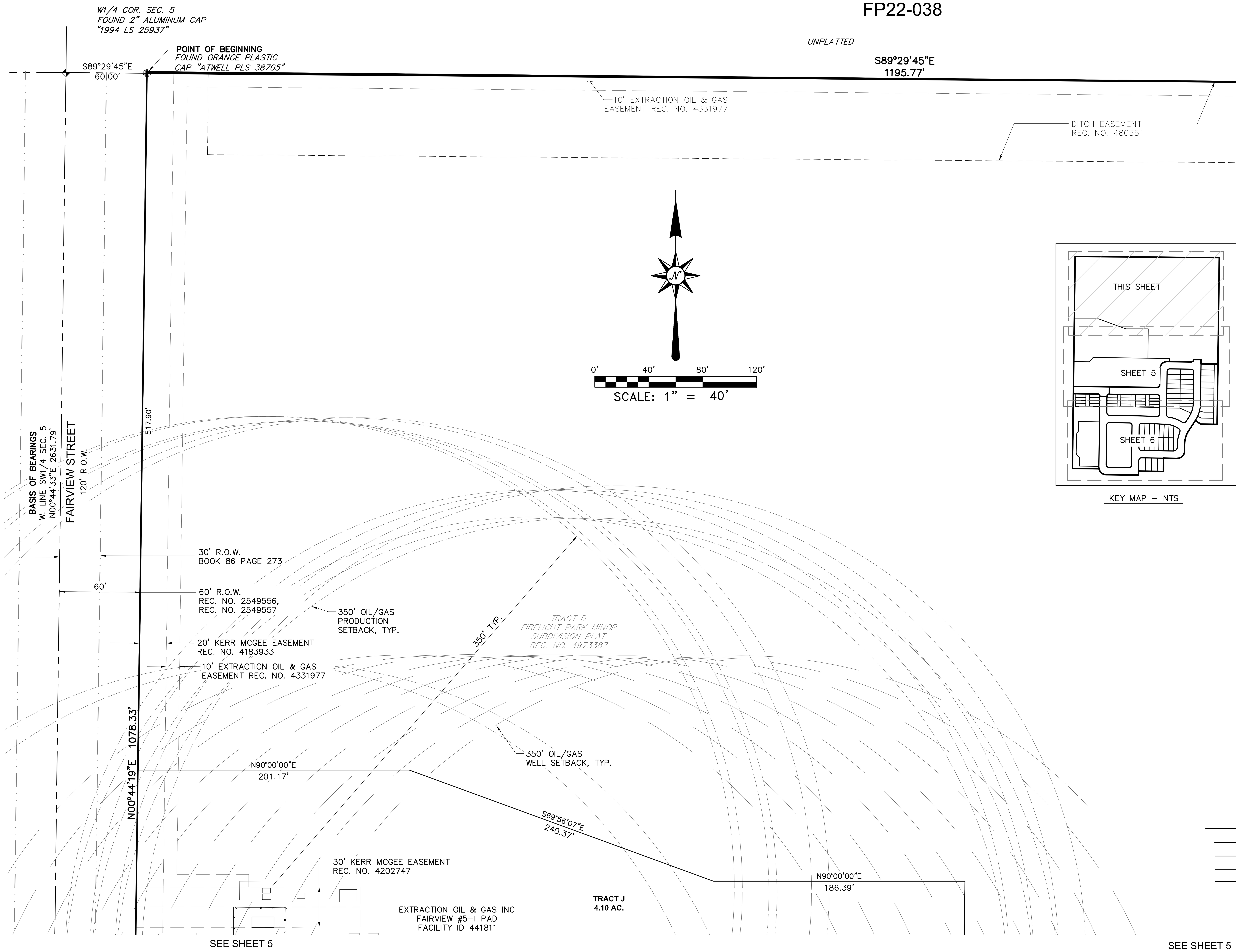

FOUND 2" ALUMINUM CAP
"HURST & ASSOCS PLS 28258"

LONGVIEW PUD

S00°45'54"W 1382.55'

882.55'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L2	S56°57'51"E	4.22'
L3	N00°44'33"E	10.00'
L4	N56°57'51"W	8.75'
L5	N00°45'54"E	25.00'
L6	N00°44'33"E	10.00'
L7	N00°45'54"E	9.99'
L8	N87°17'49"W	10.53'
L9	S00°44'33"W	9.73'

L1 INTENTIONALLY NOT USED.

CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	90°00'00"	20.00'	31.42'
C2	90°00'00"	20.00'	31.42'
C3	0°10'19"	337.81'	1.01'
C4	90°01'21"	20.00'	31.42'
C5	8°53'45"	270.00'	41.92'
C6	9°07'07"	270.00'	42.97'
C7	8°53'46"	270.00'	41.92'
C8	4°44'04"	270.00'	22.31'
C9	89°58'39"	20.00'	31.41'
C10	91°56'17"	20.00'	32.09'
C11	90°00'00"	20.00'	31.42'
C12	90°00'00"	20.00'	31.42'
C13	90°00'00"	33.00'	51.84'
C14	79°52'06"	20.00'	27.88'
C15	83°04'08"	20.00'	29.00'
C16	90°00'00"	20.00'	31.42'
C17	90°00'00"	20.00'	31.42'
C18	90°00'00"	20.00'	31.42'
C19	90°01'21"	20.00'	31.42'
C20	90°00'00"	20.00'	31.42'
C21	89°58'39"	20.00'	31.41'
C22	90°00'00"	20.00'	31.42'
C23	91°10'47"	20.00'	31.83'
C24	0°18'33"	4970.00'	26.82'
C25	0°05'07"	4970.00'	7.40'
C26	0°23'40"	4970.00'	34.21'
C27	8°04'33"	210.00'	29.60'
C28	11°17'32"	210.00'	41.39'
C29	10°57'51"	210.00'	40.19'
C30	9°21'17"	210.00'	34.29'
C31	1°50'56"	70.58'	2.28'
C51	10°11'51"	58.00'	10.32'

C32 THRU C50 INTENTIONALLY NOT USED.

LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT LINE
- PROPOSED LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION CORNER, AS NOTED
- FOUND MONUMENT, AS NOTED

SEE SHEET 5

SEE SHEET 5

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OIL/GAS WELL AS-DRILLED COORDINATES		
FAIRVIEW 11	LAT 40.165771	LONG -105.035653
FAIRVIEW 10	LAT 40.165769	LONG -105.035557
FAIRVIEW 9	LAT 40.165769	LONG -105.035459
FAIRVIEW 8	LAT 40.165765	LONG -105.035350
FAIRVIEW 7	LAT 40.165768	LONG -105.035269
FAIRVIEW 6	LAT 40.165767	LONG -105.035170
FAIRVIEW 5	LAT 40.165766	LONG -105.035069
FAIRVIEW 4	LAT 40.165761	LONG -105.034967
FAIRVIEW 3	LAT 40.165761	LONG -105.034863
FAIRVIEW 2	LAT 40.165762	LONG -105.034765
FAIRVIEW 1	LAT 40.165758	LONG -105.034668

SEE SHEET 4
SEE SHEET 4

LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT LINE
- PROPOSED LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION CORNER, AS NOTED
- FOUND MONUMENT, AS NOTED
- SET #5 REBAR WITH 1-1/2" ALUMINUM CAP "ATWELL PLS 38174"
- EXISTING OIL/GAS TANK
- EXISTING OIL/GAS WELL, WELL NAME, AND WELL STATUS (PR=PRODUCING, SI=SHUT IN, DA=DRY & ABANDONED)
- BLOCK NUMBER

DRAFT

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SHEET 5 OF 6

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LEGEND

	PLAT BOUNDARY LINE		SECTION CORNER, AS NOTED
	ADJACENT LOT LINE		FOUND MONUMENT, AS NOTED
	PROPOSED LOT LINE		SET #5 REBAR WITH 1-1/2" ALUMINUM CAP "ATWELL PLS 38174"
	SECTION LINE		
	RIGHT-OF-WAY LINE		
	EXISTING EASEMENT LINE		
	PROPOSED EASEMENT LINE		

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SHEET 6 OF 6

DATE	09/11/2022
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FIRELIGHT PARK FILING NO. 1
SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this ____ day of ___________________ 20___, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, PO Box 750, Firestone, Colorado, 80516, hereinafter referred to as "Firestone" or "Town," and **{OWNER NAME}, a {State} corporation**, {Address, City, State, Zip Code}, hereinafter referred to as "Owner;" and

WHEREAS, Owner has submitted a Final Plat for Firelight Park Filing No. 1 ("Development") attached hereto as "Exhibit A" and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Developer hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

WHEREAS, the regulations of Firestone require that the Owner enter into an Agreement with Firestone relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

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

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, "Town Administrative Official" shall be defined as the Town Manager or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Firestone and acceptances required of Firestone in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Firestone certain lands as described as open space and park in "Exhibit A" attached hereto and incorporated herein by reference. Conveyance of these lands shall be by plat dedication in form and substance acceptable to Firestone. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Firestone. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Firestone, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Firestone, and in full conformity with Firestone's current Design Standards and Construction Specifications for Public Improvements ("Standards and Specifications"), ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Firestone. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Firestone.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Firestone shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Firestone, and Firestone shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Firestone prior to construction. All acceptances required hereunder from Firestone shall be made by the Town Administrative Official.

D. Public Improvement Permits ("PIP")

Before the construction or installation of any improvements, Owner shall obtain a PIP from Firestone as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Firestone. If found to be complete and in accordance with Firestone's current Standards and Specifications and other pertinent requirements, Firestone will issue Owner the PIP. Owner shall reimburse Firestone for any additional expenses incurred by Firestone for the review of plans or inspection of construction work by consultants engaged by Firestone for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Licensing of Contractors and/or Subcontractors

Owner shall ensure that all Contractors and subcontractors employed by the Owner shall be licensed by the Town before any work on the Improvements is commenced.

F. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Firestone's current Standards and Specifications. In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be required by Firestone. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Firestone shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner's expense so as to conform to the accepted plans and specifications.

All work shown on the accepted plans requires inspection by the Engineering Division. Except Town of Firestone holidays, inspection services are provided Monday through Friday, from 8:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Town Engineer for acceptance. Owner shall reimburse the Town for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Firestone. At all times Firestone shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Firestone. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Firestone's current Standards and Specifications or Development Code.

G. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Firestone, all necessary land, rights-of-way and easements required by Firestone for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Firestone. All title documents shall be recorded by Firestone at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Firestone.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.

2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.

3. Town of Firestone "Stormwater Quality Permit" per Firestone's current Standards and Specifications.

4. Air Quality Permit.

H. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Firestone and in accordance with the PIP.

I. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Firestone.

J. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

K. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Firestone. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to

United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Firestone. Street lights shall be operational before the streets are open to the public. Owner shall be responsible for payment of all utility billing for street lights prior to Final Acceptance.

L. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications approved by the Left Hand Water District.

M. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications approved by the St. Vrain Sanitation District.

N. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Firestone. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Firestone approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.

2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.

3. Owner shall be responsible for obtaining a CDPHE "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction. A copy of this permit shall be submitted to Firestone.

4. Owner agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Development. The Owner further agrees that in the event there is any violation of such standards or permits issued, if the Town, as a result of the Owner's actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default under the terms of this Agreement. Failure of the Owner to cure the default by reimbursement to the Town, upon notice to cure as required by Section X.C herein, shall result in a default of this Agreement.

5. Owner shall be responsible for obtaining a Town of Firestone "Stormwater Quality Permit" per Firestone's current Standards and Specifications.

6. All drainage improvements not located on Town owned property shall be

maintained by the Owner, {HOA Name} ("HOA"), {Metro District Name}, maintenance district, or final property owner (the "Obligated Entity"). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet and outlet structures.

7. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Firestone with the Obligated Entity's written acceptance of the maintenance responsibility for the drainage improvements prior to Final Acceptance.

O. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Firestone complete final landscape and irrigation plans for each phase and obtain acceptance by Firestone prior to commencement of construction. Owner shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Firestone. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

P. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All new and existing utilities shall be placed underground as required by the Firestone Municipal Code ("Code") prior to the issuance of any building permit for the Development. Necessary aboveground appurtenances (meters, transformers, etc.) shall be carefully located with maximum aesthetic considerations, and outside of any sight triangles. Any aboveground appurtenances that will be visible from the public rights-of-way shall be screened from view. Screening shall consist of landscaping and/or, low fencing shall be installed in accordance with the Firestone Development Code. Specifics of the screening requirements shall be reviewed with the Landscape Plans and as amended once utilities are installed.

Q. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Obligated Entity.

The Owner shall install a curb underdrain system pursuant to the Standards and Specifications and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

R. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the Obligated Entity responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Firestone. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Firestone may conduct the inspection without the approval of Owner. Owner shall provide Firestone with complete "as-built" drawings in a form as defined in Firestone's current Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Firestone may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant "Initial Acceptance," which shall be subject to "Final Acceptance" as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Initial Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Initial Acceptance can be granted, and Firestone shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required within thirty (30) days of said notice, Firestone may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Firestone reserves the right to schedule re-inspections. No "Certificate of Occupancy" will be issued by Firestone prior to Initial Acceptance without written approval from the Town Administrative Official.

Additionally, for Common Facilities, the Owner shall include the Obligated Entity in the final inspection procedures and provide Firestone with written acceptance of the Common Facilities for maintenance from this final Obligated Entity.

B. Maintenance of Improvements

1. **Warranty**

   Owner shall provide Firestone with a warranty starting from the date of Initial Acceptance until the date of Final Acceptance. This warranty period shall be for a minimum of two (2) years or until eighty percent (80%) of the building permits have been issued for the phase, whichever occurs later, on all Public Improvements and shall provide a two (2) year Warranty to the Obligated Entity for the Common Facilities.

2. **Maintenance of Improvements**

   For the entire Warranty period, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Firestone, shall become necessary, except that Firestone shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Firestone requesting such repairs or replacements, Owner has not completed such repairs, Firestone may exercise its rights to secure performance as provided in Section X.C of this Agreement. In the event that said repair is solely determined by the Town to be an emergency, the Town may immediately complete said repairs and invoice the Owner the Town's actual costs. The owner shall reimburse the Town within sixty (60) days after receipt of written notification or repair and supporting documentation from the Town Administrative Official. No acceptances shall be issued until Owner has made full payment for said repairs.

C. Final Acceptance

At least thirty (30) days before the Warranty period elapses from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Firestone's satisfaction within thirty (30) days after receipt of said notice, weather permitting, Firestone may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Firestone may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of Initial Acceptance or any Public Improvements are found not to conform to this Agreement, and Firestone's current Standards and Specifications, then the Owner shall be in default of the Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Firestone

In the event it becomes necessary for Firestone to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Firestone may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Firestone within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Firestone, then Owner shall be in default of this Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to the Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat prior to recordation of this agreement. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.

2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:

a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B."

b) Upon Initial Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The guarantees may be reduced on a phased basis as shown on "Exhibit D."

c) Upon Initial Acceptance of Common Facilities: 0%.

d) After Final Acceptance of Public Improvements: 0%. The guarantees may be released on a phased basis as shown on "Exhibit D."

3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Firestone receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Firestone, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Firestone may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common

Facilities and construction is reasonably determined by Firestone to be greater than the amount of the security guarantee provided by the Owner to the Town, then Firestone shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Firestone draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities.

5. **Building Permit Restrictions**

Owner agrees that the execution of this Agreement, the Town's approval of construction plans, or the Town's issuance of any type of permit for construction of the Public Improvements does not in any way, constitute an approval of building permit allocations or building permits.

a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.

b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:

i. The Owner has not transferred title to any portion of the

Development.

ii. The Owner shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit.

iii. After the Owner begins construction of the Public Improvements, if the Public Improvements remain unfinished for a period of one (1) year from the date this Agreement becomes effective, the Town shall require an Improvement Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Owner will have fifteen (15) days to provide the Town such an Improvement Guarantee, or the Town may issue a stop work order to remain in effect until the Improvement Guarantee is provided to the Town. The Town Administrative Official, at their sole discretion, may grant a single extension of up to one (1) additional year.

iv. The Owner shall not transfer title to any portion of the Development prior to Initial Acceptance being granted by the Town or upon providing the Town an Improvement Guarantee in accordance with this Agreement.

c) Upon the Town's Initial Acceptance of the Public Improvements, which shall include receipt of the Improvement Guarantee as outlined in Section VI.B, this building permit restriction shall be removed.

VII. OVERSIZING AND REIMBURSEMENT

Firestone may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Firestone may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Firestone.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plans for properties that use these utilities or Public Improvements, Firestone will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Firestone to pay or reimburse any costs to Owner in the event such costs are not recovered by Firestone as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so long as Firestone has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Firestone or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Firestone determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a nuisance, Owner agrees to abate said nuisance in accordance with Town Ordinances but no later than twenty-four (24) hours after notification of said nuisance. If Owner does not abate said nuisance, Firestone may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable 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 Firestone. If Owner does not abate, or if an emergency exists as solely determined by the Town, Firestone may abate at Owner's expense. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. With the prior written approval of the Town Administrative Official, the operation of such equipment outside an enclosed structure may be permitted on weekend days and legal holidays between the hours of 8:00 a.m. and 4:00 p.m. The Town Administrative Official may alter the hours of operation for good cause. All construction activities shall operate in accordance with all Town codes, ordinances, and policies in regards to sound and noise. Failure to comply with this provision may result in the Owner to subjected to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

IX. SPECIAL PROVISIONS

A. Transportation

Owner shall be responsible for the construction of Fairview Street improvements as shown on the Town accepted final construction plans.

B. Phasing Map ("Exhibit D")

The Development shall be constructed in a single phase as outlined in "Exhibit D".

C. Park and Open Space Dedication Requirements

1. *Pocket Park.* The owner will satisfy the Pocket Park standard characteristics in Filing 2.
2. *Neighborhood Park.* Owner shall satisfy the neighborhood park land dedication requirement of 1.001 acres for the Development ("Neighborhood Park Land Dedication") through: (a) payment of a cash fee-in-lieu of parkland dedication, in accordance with Section 16.7.3.B.7 of Title 16 of the Code, and in the amount set forth in Exhibit C ("Land Value Fee-in-Lieu"); (b) payment of the Neighborhood Park Construction Fee, in accordance with Section 16.7.3.B.8 of Title 16 of the Code, and in the amount set forth in Exhibit C; and (c) payment of the Neighborhood Park Water Rights Dedication Fee, in accordance with Section 16.7.3.B.8 of Title 16 of the Code, and in the amount set forth in Exhibit C. Owner shall pay the Land Value Fee-in-Lieu, the Neighborhood Park Construction Fee, and the Neighborhood Park Water Rights prior to recordation of the Final Plat.
3. *Community Park.* Owner shall satisfy the community park land dedication requirement for the Development through payment of a cash fee-in-lieu of parkland dedication, in accordance with Section 16.7.3.B.7 of Title 16 of the Code, and in the amount set forth in Exhibit C ("Community Park Land Value Fee-in-Lieu"). Owner shall pay the Community Park Land Value Fee-in-Lieu prior to recordation of the Final Plat.
4. *Open Space.* Owner has satisfied the Open Space requirements through the dedication of Tracts A, D, E, L, and M.

D. Installation of Parks, Landscaping and Trails

Owner shall design and construct Park, Landscape, and Trail Improvements on Tracts A, B, D, E, I, L, and, M as shown on the accepted construction plans.

E. Maintenance of Parks, Trails, Open Space and Landscaping

Tracts A, B, D, E, I, L, and, M shall be maintained by the Obligated Entity.

F. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots until such time the lots are sold to a homeowner.

G. Fencing and Screening

Fencing within the Development shall be installed in accordance with Title 16 of the Code.

H. Utilities

Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.

I. Disclosure Statements

1. The Metropolitan District Disclosure statement indicating the existence of a Title 32 Metropolitan District ("Exhibit F") shall be signed by the property owner purchasing a new home from a homebuilder with execution of the sales contract for the property.

2. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such documents ("Exhibit G") shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

As provided by Firestone ordinances, all tributary and not non-tributary ground water rights not already transferred to Firestone shall be dedicated to Firestone at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Firestone prior to signatures being affixed to this agreement.

B. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Firestone, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Firestone in law and equity. Firestone may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Firestone, including, but not limited to, reasonable administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Firestone may deduct these costs from the Improvement Guarantee. Firestone shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Firestone, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Firestone in law and equity and as provided for herein.

C. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Firestone proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman's Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

D. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Firestone, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit, action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Firestone and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Firestone or conformance with requirements imposed by Firestone, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Firestone of the construction work. Owner acknowledges that Firestone's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

E. Recording Agreement

Firestone shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Firestone shall retain the recorded Agreement.

F. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the Property, and shall constitute covenants running with the land. Owner shall not be released from its obligations hereunder until written notice to the Town Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Firestone and consent to such assignment by Firestone as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

G. Assignment, Delegation and Notice

Owner shall provide to the Town Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Firestone's consent, provided that the purchaser deposits with Firestone all guaranties, security and sureties required under this Agreement. Until the Town Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Firestone may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Firestone's bargain under this Agreement may be materially and adversely impaired by such assignment.

H. 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 sections 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.

I. Addresses for Notice

Any notice or communication required or permitted thereunder 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:

Firestone:	Owner:
Town of Firestone Town Manager 9950 Park Avenue Firestone, CO 80504	{Owner Name} {Onwer's Contact Name & Title} {Owner's Address} {Owner's City, State Zip Code}
William P. Hayashi Williamson and Hayashi, LLC 1650 38th Street, Suite 103 Boulder, CO 80301	{Owner's Attorney Name} {Onwer's Attorney's Firm} {Firm's Address} {Firm's City, State Zip Code}

With a copy 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.

J. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Firestone shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

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

L. Previous Agreements
All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

M. Title and Authority
Owner warrants to Firestone that it is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

N. Severability
If any part, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Agreement. The parties hereby declare that they would have ratified this Agreement including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

O. Legal Fees; Venue
In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

P. Agreement Status After Final Acceptance
Upon Final Acceptance by Firestone of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement, with the exception of any maintenance and reimbursement obligations, shall terminate and no longer be in effect.

Q. Enforceability
This Agreement is made only between the Owner and Firestone, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN OF FIRESTONE, COLORADO

By: ___________________________________
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Luna Gonzalez, Interim Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

OWNER:
{Owner Name}

By:______________________________
{Name}

Title: {Title}

ACKNOWLEDGMENT

STATE OF ______________)
) ss.
COUNTY OF ____________)

The foregoing instrument was acknowledged before me this ___ day of _______________, 202__, by {Name}, as {Title} of {Owner Name}.

Witness my hand and official seal.

My commission expires: __________________________

(SEAL) ____
Notary Public

EXHIBITS LIST

EXHIBIT A

Firelight Park Filing No. 1 Final Plat

EXHIBIT B

Public Improvement Schedule

DRAFT

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Reimbursements due Owner:

1. None

Reimbursements due Firestone:

1. None

Reimbursements due Others:

1. None

Fee In Lieu due Firestone:

1. Neighborhood Park

Land Value Fee-in-lieu:	$89,210.88
Park Construction Fee-in-lieu:	$217,600.00
Water Rights Dedication Fee-in-lieu:	$ TBD
Total:	$

2. Community Park

Land Value Fee-in-lieu:	$147,755.52

<u>EXHIBIT D</u>

Phasing Plan

THE DEVELOPMENT SHALL BE CONSTRUCTED IN A SINGLE PHASE.

<u>EXHIBIT E</u>

Landscape Maintenance Map

EXHIBIT F

Metropolitan District Disclosure

The undersigned, being the purchasers identified in that certain ______________ ________________________ ("Purchase Contract") dated ___________________, 20___, between ______________________________, a _____________________________, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, Firelight Park Filing No. 1, Town of Firestone, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller's agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is within the boundaries of the ______________________________________ Metropolitan District, a special taxing district (the "District"). The District has issued or expects to issue general obligation bonds that are paid by revenues produced from annual ad valorem property tax levies imposed on all of the taxable real and personal property within the District. The Purchaser has been advised and hereby acknowledges that it has been advised that financing plans of the District are available and detail the proposed or existing ad valorem property tax mill levies of the District servicing such indebtedness, and the potential for an increase in such mill levies.

Purchaser acknowledges that the additional ad valorem property tax mill levies imposed by the District are in addition to other ad valorem taxes imposed by other taxing entities against said Lot.

The following examples compare the tax impacts between a property within the boundaries of a District levying an annual ad valorem property tax mill levy of 50 mills, and a property not within the boundaries of a District. This example is based on a single-family residence on a property with an Actual Value (as determined by the County Assessor) of $300,000.

PROPERTY WITHIN DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
METROPOLITAN DISTRICT	50	1321.76
TOTAL	157	3876.92

PROPERTY WITHOUT DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
TOTAL	107	2555.16

IN WITNESS WHEREOF, the undersigned has/have executed this Metropolitan District Disclosure this ____ day of ____________, 20___.

____
Purchaser

____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of ____________, 20___, by _________________________________.

WITNESS my hand and official seal.

My commission expires:_____________________________

____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of ____________, 20___, by _________________________________.

WITNESS my hand and official seal.

My commission expires:_____________________________

____
Notary Public

EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain ___________________ ("Purchase Contract") dated _____________________________, 20____, between ___________, a ___________________________, as seller, and the undersigned, as purchaser, with respect to Block ____, Lot ____, Firelight Park Filing No. 1, Town of Firestone, County of Weld, State of Colorado (the "Lot") do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller's agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the Firelight Park Filing No. 1 subdivision plat(s) ("Plat"). The locations of the current and possible future oil and gas wells and related well facilities are identified on the Firelight Park Filing No. 1 Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising Firelight Park Filing No. 1. There may be ongoing oil and gas operation and production of oil and gas within Firelight Park Filing No. 1, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of Firelight Park Filing No. 1. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within Firelight Park Filing No. 1, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising Firelight Park Filing No. 1. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within Firelight Park Filing No. 1 and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within Firelight Park Filing No. 1 will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within Firelight Park Filing No. 1 to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within Firelight Park Filing No. 1.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with such oil and gas leases, and the undersigned, to the extent it owns or becomes the owner of real property in Firelight Park Filing No. 1, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____day of _________________, 20____.

____
Purchaser

____
Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of ____________, 20___, by _________________________________.

Witness my hand and official seal.

My Commission expires _______________________.

____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of ____________, 20___, by _________________________________.

Witness my hand and official seal.

My Commission expires _______________________.

____
Notary Public

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.c **Consent Agenda** **Meeting Date:** March 12, 2025 **Initiated By:** Bryce Borders **Department:** Police

AGENDA ITEM

ORDINANCE 1060: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, ENACTING SECTION 10.04.285 OF THE FIRESTONE MUNICIPAL CODE ESTABLISHING SECTION 1214 PARKING REGULATIONS OF THE MODEL TRAFFIC CODE

RECOMMENDATION

APPROVAL OF ORDINANCE 1060

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Ordinance 1060.
Approval with Conditions: The Board moves to approve the Ordinance 1060, listing the Board's conditions.
Denial: The Board moves to deny the Ordinance 1060.
No Action: The Board provides staff with specific instructions to modify the Ordinance 1060 and return at a future date.

SUMMARY

This Ordinance allows police officers to write parking violations on the Department's parking tickets for trailers. Currently, officers can only issue administrative citations for trailers.

FINANCIAL CONSIDERATIONS

None

HISTORY AND PREVIOUS BOARD ACTION

The 2024 Model Traffic Code was approved at the Board of Trustees meeting on 11/13/2024. Due to the parking regulations being removed from the 2024 Model Traffic Code and the administrative changes within the Firestone Police Department, it is appropriate for the parking regulations to be added back in.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Section 10.04.285 Parking Regulations Ord1060

ORDINANCE 1060

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, ENACTING SECTION 10.04.285 OF THE FIRESTONE MUNICIPAL CODE ESTABLISHING SECTION 1214 PARKING REGULATIONS OF THE MODEL TRAFFIC CODE

WHEREAS, the Town of Firestone's Parking Regulations were previously contained in the 2020 Model Traffic and were deleted from the 2024 Model Traffic Code as they were to be relocated in Chapter 8.07 of the Firestone Municipal Code and treated as administrative citations; and

WHEREAS, as a result of administrative changes within the Police Department it is more appropriate for the Parking Regulations to be relocated within the Model Traffic Code.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. Section 10.04.285 of the Firestone Municipal Code, establishing Sec.1214 Parking Regulations of the Model Traffic Code is enacted to provide as follows:

Section 1214 Parking Regulations

(1) Definitions

(a)For the purposes of this section, the following words shall have the following meanings except as otherwise specified.

(i)"Adventure or camper van" means a self-propelled vehicle that provides both transport and sleeping accommodations that have often been fitted out with a coach-built body, to provide sleeping accommodations.

(ii) "Commercial trailer" means any wheeled vehicle, without motive power, which is designed to be drawn by a motor vehicle and to carry its cargo load wholly upon its own structure and which is generally and commonly used to carry and transport property over the public highways in furtherance of any commercial activity or "used "for hire."

(iii) "Commercial vehicle" means any truck tractor, dump truck, semi-trailer, commercial trailer, low truck or vehicle equipped to provide towing services, bus, which is used, or normally associated with, the transportation of materials, products, freight, other vehicles, or equipment in furtherance of any commercial activity or is used "for hire" except that any passenger vehicle designed to transport no more than nine persons or any pickup truck or van not exceeding twenty-five feet in length shall not be considered a commercial vehicle.

(iv) "Food truck" means a motorized or towed, self-contained, readily movable vehicle, that is designed and equipped to prepare and sell beverages and/or food while parked in a fixed location.

(v) “Recreational vehicle” means a motor vehicle designed or used as a conveyance upon streets and highways and constructed so as to provide temporary occupancy as a dwelling or sleeping place for one or more persons. Recreational vehicle does not include an adventure van, camper van or pick-up truck with an attached camper shell.

(vi) “Trailer” means any wheeled vehicle, without motive power which is designed to be drawn by a motor vehicle and carry its load wholly upon its own structure and which is generally and commonly used to carry and transport property over the public highways.

(vii) “Travel trailer” means a portable structure, mounted on wheels, designed to be towed by a motorized vehicle and containing cooking or sleeping facilities to provide temporary living quarters for recreational camping or travel use. Such structures may be constructed with rigid sides or may have collapsible side walls of fabric, plastic or other pliable material.

(2) Vehicle parking prohibitions.

(a). It shall be unlawful for any person to park any of the following vehicles on either side of the public right-of-way adjacent to any lot in any residential zoned district except, when such vehicle is being used to render services to a property located with two hundred feet of the vehicle:

(i) Any commercial vehicle or commercial trailer:

(ii) Any motor vehicle exceeding twenty-five feet in length except that the measured length of such vehicle shall exclude towing gear bumpers and attached cargo racks.

(iii) A combination of a trailer and motor vehicle exceeding twenty-five feet in length or eight feet in wide.

(iv) Any trailer or travel trailer exceeding twenty-five feet in length.

(b). It shall be unlawful for any person to park a food truck and conduct business upon any public right-of-way except as authorized and in compliance with a permit issued by the city’s office of special events.

(c). It shall not be a defense to this section that any vehicle, trailer or food truck has been moved to a different location within the public right-of-way. To be in compliance, the vehicle, trailer or food truck or l must be removed from the right-of-way.

(3) Parking of recreational vehicles, travel trailers or trailers on public right-of-way prohibited.

(a). It is unlawful for any person to park a recreational vehicle, travel trailer or trailer on the public right-of-way except as follows:

(i) Directly in front of the single-family or multi-family dwelling of the vehicle’s registered owner for a period of not more than seventy-two (72) hours when being loaded or unloaded.

(ii) In compliance with the terms and conditions of a permit issued pursuant to subsection (d) herein below.

(iii) It shall not be a defense to this section that the recreational vehicle, travel trailer or trailer has been moved to a different location within the public right-of-way. To be in compliance with this section, the recreational vehicle, travel trailer or trailer must be removed from the public right-of-way.

(4) Permits for parking recreational vehicles or travel trailers on the public right of way.

(a). Code enforcement may issue a permit to the registered owner of a recreational vehicle, travel trailer or trailer to park such vehicle for a period of time greater than seventy-two (72) hours on public right-of-way adjacent to any lot in any residential-zoned district subject to the following restrictions:

(i) The permit shall only allow the vehicle to be parked on the public right-of-way that is directly in front of the applicant's single-family or multi-family dwelling for a period of time which shall not exceed fifteen calendar days within any calendar year.

Section 2. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Violations of this ordinance shall be punishable by a fine only in accordance with Section 1.16.010 of the Firestone Municipal Code.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this ___day of March 2025.

TOWN OF FIRESTONE COLORADO

____
Don Conyac Jr, Mayor

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

ATTEST:

____
Miriam Luna Gonzalez, CMC, Town Clerk

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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES

FIRESTONE
C O L O R A D O
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AIM No.: 6.a

Presentation

Meeting Date: March 12, 2025

Initiated By:

Department: Administration
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AGENDA ITEM
Lobbyist Presentation

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the [Ordinance or Resolution].
Approval with Conditions: The Board moves to approve the [Ordinance or Resolution], listing the Board's conditions.
Denial: The Board moves to deny the [Ordinance or Resolution].
No Action: The Board provides staff with specific instructions to modify the [Ordinance or Resolution] and return at a future date.

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS
None

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AGENDA INFORMATION MEMORANDUM

FIRESTONE BOARD OF TRUSTEES

FIRESTONE
COLORADO

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AIM No.: 6.b

Presentation

Meeting Date: March 12, 2025

Initiated By:

Department: Administration

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AGENDA ITEM
Frederick Firestone Fire Department and L4123 Collaborative Presentation

RECOMMENDATION

APPROVAL/DENIAL OPTIONS
Approval: The Board moves to approve the [Ordinance or Resolution].
Approval with Conditions: The Board moves to approve the [Ordinance or Resolution], listing the Board's conditions.
Denial: The Board moves to deny the [Ordinance or Resolution].
No Action: The Board provides staff with specific instructions to modify the [Ordinance or Resolution] and return at a future date.

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS
None

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.a **Discussion/Action** **Meeting Date:** March 12, 2025 **Initiated By:** Nate Haasis **Department:** Engineering & Utilities

AGENDA ITEM

Resolution 25-29: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND EZ EXCAVATING PERTAINING TO THE HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT PHASE #3 PROJECT NO. 2

RECOMMENDATION

Staff recommends that the Board approve Resolution 25-29, a resolution approving the construction contract between the Town of Firestone and EZ Excavating for construction of Historic Waterline and Roadway Replacement Phase #3 Project #2.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the resolution.
Approval with Conditions: The Board moves to approve the resolution, listing the Board's conditions.
Denial: The Board moves to deny the resolution.
No Action: The Board provides staff with specific instructions to modify the resolution and return at a future date.

SUMMARY

Approval of the proposed Resolution will approve a construction contract between the Town of Firestone and EZ Excavating for the Historic Waterline and Roadway Replacement Phase #3 Project #2.

The Town advertised Historic Firestone Waterline and Roadway Replacement Phase #3 Project #2 plans in a Request for Bids that was issued in January 2025. Over twenty contractors attended a mandatory pre-bid meeting with ten contractors submitting bids. After reviewing the bids, staff determined EZ Excavating to be the lowest responsible bidder and recommends accepting Base Bid #1 and Alternate #1 for a total not to exceed the amount of $1,418,712.00.

- Base Bid #1 includes waterline installation and surface improvements on: Berwick Avenue (Between 1st Street and Granville Circle)
- Add Alternate #1 includes 3rd Street Surface Improvements between Berwick Avenue and Granville Avenue

The Bids received ranged:

- High - $2,456,147
- Low - $1,418,712

FINANCIAL CONSIDERATIONS

The Board approved the 2025 Budget and Capital Improvement Program (CIP), which included $1,250,000 for Historic Firestone Roadway Replacement and $1,300,000 for Historic Firestone Waterline Replacements. The Total project budget is $2,550,000.

HISTORY AND PREVIOUS BOARD ACTION

The Board approved the 2025 Budget and Capital Improvement Program (CIP), which included projects for Historic Firestone Waterline and Roadway Replacements.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Maintain Town Infrastructure & Facilities
- Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Reso 25-29_EZ Excavating (Historic Firestone Waterline and Roadway Replacement Phase 3 Project No 2)
2. Construction Contract - EZ Excavating - W2024-9561

RESOLUTION NO. 25-29

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF FIRESTONE AND EZ EXCAVATING INC. PERTAINING TO THE HISTORIC FIRESTONE WATERLINES REPLACEMENT PHASE 3 PROJECT NO. 2

WHEREAS, the Town of Firestone ("Town") is in need of professional construction services for the Historic Firestone Waterlines Replacement Phase 3 Project No. 2 (the "Project"); and

WHEREAS, the Town issued an invitation for bid ("IFB") proposals for such services for the Project; and

WHEREAS, the Town has evaluated the bids submitted in response to the IFB, and finds that EZ Excavating Inc. ("EZ Excavating") is the lowest responsible and responsive bidder for the IFB; and

WHEREAS, the Town finds that EZ Excavating has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select EZ Excavating as the lowest responsible and responsive bidder for the IFB and to enter into a construction contract with EZ Excavating to provide the construction services and perform the work as described in Construction Contract, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Construction Contract between the Town of Firestone and EZ Excavating Inc. is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to execute the Construction Contract on behalf of the Town.

Section 2. The Town Manager or such person's designee is authorized to approve, sign, execute and deliver any and all change orders on behalf of the Town as may be necessary to complete the Project or for the Town to perform under the Contract up to and until such time as the total dollar amount of all such change orders equals or exceeds $150,000, at which time any such change order shall be subject to approval by the Board

PASSED AND ADOPTED this ____ day of ______________, 2025.

____
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Granados Luna, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Construction Contract" or "Agreement") is made and entered into this _____ day of ____________, 2025 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town" or the "Owner"), and **EZ Excavating**, an independent contractor with a principal place of business at 8123 Indian Peaks Ave., Frederick, Colorado 80516 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, the Town has found the Contractor to have the expertise and experience to perform the required services.

NOW THEREFORE, in consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

A. The Contractor shall complete all Work and perform all Services described or reasonably implied from the Scope of Work set forth in Exhibit A and the Contract Documents, attached hereto and incorporated herein by this reference and known as **Phase 3 - Project #2 Historic Firestone Waterline Replacement (W2024-9561).**

B. A change in the Scope of Work shall not be effective unless authorized as a modification to this Agreement or change order in accordance with the Contract Documents. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Within ten days of the Effective Contract Date, the Contractor shall provide the performance bond, labor & material payment bond, and certificate of insurance required by the Contract Documents.

II. DESIGN PROFESSIONAL

This Project has been designed by: Ditesco LLC

who is hereinafter called DESIGN PROFESSIONAL and who is to act as FIRESTONE's representative, assume all duties and responsibilities, and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

CONTRACT TIMES; COMMENCEMENT AND COMPLETION OF WORK

A. The Work shall be substantially completed within _100_ days of the Effective Date of this Agreement. It shall continue until the Contractor completes the Scope of Services to the Town's satisfaction, or until terminated as provided herein.
B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all Work previously authorized and satisfactorily completed prior to the date of termination. If, however, the Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.
C. Should a delay in completion constitute a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty, and the parties recognize the delays, expenses, and difficulties involved in proving the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring such proof the Parties agree that as liquidated damages for each day that all or a portion of the Work is delayed beyond the deadlines set forth in Section III hereof, plus any extensions thereof allowed, the Contractor shall be assessed the amount of two hundred fifty dollars ($250) each day until the Work is complete.

III. COMPENSATION

In consideration for the completion of the Work by Contractor, the Town shall pay Contractor, subject to all of the terms and conditions of the Contract Documents, an amount not to exceed **$1,418,712.00** (the "Contract Price"). The Contract Price shall include all fees, costs, and expenses incurred by the Contractor, and no additional amounts shall be paid by the Town for such fees, costs, and expenses.

IV. PAYMENT PROCEDURES

A. The Contractor may submit Applications for Payment for completed Work per the UNIT-PRICE BID FORM or the LUMP-SUM BID FORM. The Contractor may submit periodic invoices, which the Town shall pay within 30 days of receipt.
B. The Town may retain up to five percent (5%) of the calculated value of completed work from each application of payment up until the Construction Contract is completed satisfactorily and finally accepted by the Town.
C. Upon issuing a final acceptance of the Work for the Project, the Town shall pay to Contractor the remainder of the funds or monies previously withheld as retainage.

V. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The Work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of Work in the applicable community.
C. The Work performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq. (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules").
D. The Town's review, approval or acceptance of, or payment for any completed Work shall not be construed to operate as a waiver of any rights under this Construction Contract or of any cause of action arising out of the performance of this Construction Contract.
E. The Contractor hereby warrants to the Town that all materials and equipment used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. The Contractor further warrants that all equipment and materials shall be of good quality, conform to the requirements of the Contract Documents and will be free from defects. All Work, materials, or equipment not conforming to the Contract Documents shall be considered defective.
F. The Contractor shall warrant and guarantee all materials and equipment furnished under the Construction Contract and all Work performed for one year after the date of Substantial Completion. Under this warranty, Contractor agrees to repair or replace, at its own expense, any Work that is found to be defective. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

VI. <u>OWNERSHIP</u>

Any materials, items, and Work specified in the Scope of Work, and any and all related documentation and materials provided or developed by the Contractor shall be exclusively owned by the Town. The Contractor expressly acknowledges and agrees that all Work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," the Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such Work. The Town may, with respect to all or any portion of such Work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such Work without providing notice to or receiving consent from Contractor.

VII. <u>INDEPENDENT CONTRACTOR</u>

The Contractor is an independent contractor. Notwithstanding any other provision of this Construction Contract, all personnel assigned by Contractor to perform Work under the terms of this Construction Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VIII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Construction Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Construction Contract.

IX. INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs, and assigns from and against all claims, liability, damages, losses, expenses, and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Construction Contract if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, recklessness or other faults of the Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

X. WORKER WITHOUT AUTHORIZATION

A. Certification. By entering into this Construction Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who will perform Work under this Construction Contract and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform Work under this Construction Contract.

B. Prohibited Acts. The Contractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform Work under this Construction Contract, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, to perform Work under this Construction Contract.

C. Verification.

1. If the Contractor has employees, the Contractor has confirmed the employment eligibility of all employees who are newly hired to perform Work under this Construction Contract through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Construction Contract is being performed.

3. If the Contractor obtains actual knowledge that a subcontractor performing Work under this Construction Contract knowingly employs or contracts with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing Work under this Construction Contract, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing Work under this Construction Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 3 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing Work under this Construction Contract; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization, as that term is defined in C.R.S. § 8-17.5-101(9), as amended, who is performing Work under this Construction Contract.

D. Duty to Comply with Investigations. The contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that the Contractor is complying with the terms of this Section

XI. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor concerning the Scope of Services, consist of the following:

A. Exhibit to this Construction Contract:
   1. Exhibit A: Scope of Work Summary.
   2. Exhibit B: Minimum Qualifications Form.
   3. Exhibit C: Subcontractor Listing Form.

B. Performance Bond and Labor & Material Payment Bond.

C. Notice of Award.

D. Notice to Proceed.

E. EJCDC General Conditions of the Construction Contract.

F. EJCDC Supplementary Conditions of the Construction Contract.

G. "Specifications" bearing the title: Phase 3 - Project #2 Historic Waterline Replacement

H. "Drawings" consisting of 27 Sheets, dated, 01/13/2025, and titled: Town of Firestone Colorado, Project 2, Phase 3 Historic Waterline Replacement.

I. Addendum numbers:
   1. Addendum #1: ______________________________.
   2. Addendum #2: ______________________________.

J. The following which may be delivered or issued after the Effective Date of the Construction Contract and are attached hereto: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents.

There are no Contract Documents other than those listed above in this Section XII.

XII. CHANGE ORDERS

A. A Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price; and
   3. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment such changes.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Construction Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Construction Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Construction Contract.

C. Integration. This Construction Contract and any attached exhibits constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Construction Contract.

E. Notice. Any notice under this Construction Contract shall be in writing,and shall be deemed sufficient when personally presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Construction Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Construction Contract may only be modified upon written Agreement of the Parties.

H. Assignment. Neither this Construction Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Construction Contract are in addition to any other rights and remedies provided by law. The expiration of this Construction Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Work negligently or defectively performed.

K. Subject to Annual Appropriation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Article X, § 20 of the Colorado Constitution. Any financial obligation of the Town is subject to annual appropriation by its Board of Trustees. Any failure of a Board of Trustees to annually appropriate adequate monies to finance the Town's obligations under this Agreement shall terminate the Agreement upon expenditure of the appropriated funds. IN WITNESS WHEREOF, the Parties have executed this Construction Contract as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

____

Don Conyac, Mayor

ATTEST:

____

Miriam Luna Gonzalez, Town Clerk

APPROVED AS TO FORM:

____

William P. Hayashi, Town Attorney

CONTRACTOR

By: ___________________________________

STATE OF COLORADO)

) ss.

COUNTY OF ____________________)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of ________________, 2025 by ____________________________ as _________________ of ________________________.

My commission expires:

(S E A L)

____

Notary Public

Exhibit A

SCOPE OF WORK

The base bid utility work is comprised of traditional “open cut” methodology to install roughly 2100 LF of 8” C900 PVC DR18 waterline. Work includes replacement of existing service lines, meter pits, hydrant installation/replacement; installation of fittings, valves, and other pipeline appurtenances as more specifically defined herein.

The base bid surface improvements are comprised of asphalt mill and overlay, full depth asphalt removal and replacement, curb and gutter replacement, sidewalk replacement, grading modifications as well as restoration to existing landscaping and plantings, as impacted by utility installations. The Contractor shall furnish all materials, equipment, supplies, and appurtenances; provide all construction equipment and tools; and perform all necessary labor and supervision.

Add alternates include additional surface restoration for the area shown on the contract drawings including 3rd Street between Berwick and Granville Avenue.

Contractor's Duties

During the term of this Construction Contract, Contractor shall perform the following duties, as directed by the Town outlined in the following documents:

- Contract Drawings: January 2025
- Project Manual Dated: January 2025
- Town of Firestone Construction Standards for Public Improvements 2022 Edition

Contractor shall meet or exceed all requirements outlined within the documents listed above.

UNIT-PRICE BID FORM-BASE BID

Project #2 Phase 3 Historic Firestone Waterline Replacement

Base Bid #1 – Berwick Avenue Waterline Installation and Surface Improvements

Item Description	Quantity	Unit of Measurement	Unit Price	Extended Cost
Mobilization	1	LS	$55,000.00	$55,000.00
Traffic Control	1	LS	$35,000.00	$35,000.00
Erosion Control Management	1	LS	$20,000.00	$20,000.00
8-inch Waterline Installation	2100	LF	$109.75	$230,475.00
Service Line Replacement	42	EA	$2,800.00	$117,600.00
Meter Pit Replacement	42	EA	$925.00	$38,850.00
Asphalt Milling (2")	10000	SY	$3.75	$37,500.00
Excavation	2800	CY	$18.75	$52,500.00
Concrete Sidewalk Removal	600	LF	$12.50	$7,500.00
Concrete Ramp Removal	42	SY	$26.00	$1,092.00
Concrete Cross Pan Removal	50	SY	$15.00	$750.00
Re-conditioning	10000	SY	$3.80	$38,000.00
Subgrade Stabilization	500	SY	$82.25	$41,125.00
Aggregate Base Course	4000	TON	$30.00	$120,000.00
Concrete Sidewalk Placement	600	LF	$75.00	$45,000.00
ADA Ramp Placement	42	SY	$535.00	$22,470.00
Concrete Cross Pan Placement	110	SY	$160.00	$17,600.00
Asphalt Patching S-75 64-22	300	SY	$60.00	$18,000.00
HMA Grading S-75 64-22 (Bottom Lift)	10000	SY	$22.25	$222,500.00

HMA Grading SX-75 64-22 (Top lift)	10000	SY	$13.00	$130,000.00
			TOTAL	$1,250,962.00

UNIT-PRICE BID FORM- ALTERNATE 1

Add Alternate #1 – 3rd Street between Berwick and Granville Avenue Street Surface Improvements

Item Description	Quantity	Unit of Measurement	Unit Price	Extended Cost
Asphalt Milling (2")	1300	SY	$3.20	$4,160.00
Excavation	360	CY	$18.75	$6,750.00
Concrete Sidewalk Removal	110	LF	$12.50	$1,375.00
Re-conditioning	1300	SY	$3.80	$4,940.00
Subgrade Stabilization	200	SY	$82.25	$16,450.00
Aggregate Base Course	1300	TON	$30.00	$39,000.00
Concrete Sidewalk Placement	510	LF	$75.00	$38,250.00
Reinforced Concrete Sidewalk Placement	110	LF	$100.00	$11,000.00
HMA Grading S-75 64-22 (Bottom Lift)	1300	SY	$22.25	$28,925.00
HMA Grading SX-75 64-22 (Top lift)	1300	SY	$13.00	$16,900.00
			TOTAL	$167,750.00

TOTAL CONSTRUCTION COST: BASE 1 +A1	$1,418,712.00

EXHIBIT B

MINIMUM QUALIFICATIONS CERTIFICATION FORM

Project Name:	**Bid Number:**
Project #2 Phase 3 Historic Firestone Waterline Replacement	W2024-9561

CONTRACTOR SHALL CONFIRM:	**YES**	**NO**
Contractor has identifiable waterline experience, completing a minimum of three (3) projects of similar scope and scale, completed within the last five (5) years.	☒	☐
Contractor has $2,000,000.00 single project bonding capacity and $10,000,000.00 aggregate bonding capacity.	☒	☐
Contractor has submitted letter from Surety confirming bonding capacities.	☒	☐
Contractor certifies 20% of the Work will be self-performed by Contractor.	☒	☐

EXHIBIT C

Subcontractor Listing

Project Name:	**Bid Number:**
Project #2 Phase 3 Historic Firestone Waterline Replacement	W2024-9561

The following information submitted provides the name, business address, and portion of the Work for each subcontractor that will be used for a portion of the Work. Input N/A if work will be self-performed by submitting bidder.

Subcontractor Name	**Business Address**	**Description of Work**
EZ Excavating		Waterline
EZ Excavating		Earthwork
MWC		Concrete
EZ Excavating		Asphalt Paving/milling
Civil Arts		Surveying

Signed by: Peggy Davies Date: 2/14/25

Peggy Davies

(Name)

President

(Title)

Please note any exceptions you take to this bid, *e.g.*, minimum quantity requirements:

n/a

BIDDER'S INFORMATION:

Company Name: EZ Excavating

Mailing Address: 8123 Indian Peaks Ave Frederick CO 80516

Telephone Number: 303 772 8121 Email: kherman@ezexcavating.com

The bidder hereby acknowledges receipt of Addendum Nos. 1, 2, 3, 4, 5, 6, to these specifications. (Insert number of each addendum received.)

Name and Title of Authorized Company Representative:

Peggy Davies President

Peggy Davies

Name (Please print)

President

Title

Peggy Davies

Signature

Dated this 14 day of February, 2025

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.b **Discussion/Action** **Meeting Date:** March 12, 2025 **Initiated By:** Nate Haasis **Department:** Engineering & Utilities

AGENDA ITEM
Resolution 25-30: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DITESCO LLC FOR PRE-CONSTRUCTION BIDDING ASSISTANCE AND CONSTRUCTION ADMINISTRATION SERVICES FOR PHASE #3 PROJECT #2 HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT

RECOMMENDATION
Staff recommends that the Board approve Resolution 25-30, a resolution approving the professional services agreement between the Town of Firestone and Ditesco for construction management for the Historic Firestone Waterline and Roadway Replacement Phase #3 Project #2.

APPROVAL/DENIAL OPTIONS
Approval: The Board moves to approve the resolution.
Approval with Conditions: The Board moves to approve the resolution, listing the Board's conditions.
Denial: The Board moves to deny the resolution.
No Action: The Board provides staff with specific instructions to modify the resolution and return at a future date.

SUMMARY
Approval of the proposed Resolution approves a professional services agreement between the Town of Firestone and Ditesco for construction management for the Historic Firestone Waterline and Roadway Replacement Phase #3 Project #2. The agreement includes an amount not to exceed $49,638.00.

Previously, Ditesco has worked for the Town as the design engineer and provided similar construction management services for the previous year's Historic Firestone Waterline and Roadway Replacement Projects. Ditesco will provide full project documentation of the deliverables listed below:

- Bid Documents and Addenda
- Bid Phase Meeting Agendas
- Construction Phase Correspondence
- Construction Phase Meeting Agendas & Minutes
- Field Inspection Reports
- Review Contractor Pay Applications
- Approve Submittals and Request for Information
- Contractor Punch Lists
- Record Drawings

FINANCIAL CONSIDERATIONS
The agreement includes an amount not to exceed $49,638.00. Sufficient funds were budgeted in 2025 in the Water and General Funds.

HISTORY AND PREVIOUS BOARD ACTION

On February 9th, 2022, the Board approved a professional services agreement with Ditesco to design water and surface infrastructure improvements in Historic Firestone. Phase #3 Project #2 of those plans was advertised in a Request for Bids that was issued in January 2025.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

- Maintain Town Infrastructure & Facilities
- Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Reso 25-30 Historic Firestone Waterline Project No 2 Bidding and Construction Contract Admn Ditesco
2. 2025-01-15_TOF_Historic Waterlines_Ditesco Construction_Contract_Signed

RESOLUTION NO. 25-30

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND DITESCO LLC FOR CONSTRUCTION PHASE ADMINISTRATION SERVICES FOR PHASE 3 OF THE HISTORIC FIRESTONE WATERLINE AND ROADWAY REPLACEMENT PROJECT NO. 2

WHEREAS, the Town of Firestone ("Town") is in need of professional services for administration and management of the construction contract in connection with Phase 3 of the Historic Firestone Waterline and Roadway Replacement Project No. 2 (the "Project"); and

WHEREAS, Ditesco LLC, which was awarded the bid for designing the Historic Firestone Waterline and Roadway Replacement Project No. 2, has the requisite skill, knowledge, and expertise to assist the Town in contract administration and management services during the construction phase of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The Professional Services Agreement between the Town of Firestone and Ditesco LLC for Construction Contract Administration and Management Services in connection with Phase 3 of the Historic Firestone Waterline and Roadway Replacement Project No. 2 is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Agreement on behalf of the Town.

PASSED AND ADOPTED this 12th day of March, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac, Jr., Mayor

ATTEST:

____
Miriam Granados Luna, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of ____________, 2025 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and DITESCO an independent Contractor with a principal place of business at 2133 S. Timberline Road, Unit 110, Fort Collins, Colorado 80525 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **Phase 2 – Project #3 Historic Firestone Waterline Replacement (W2024-9561).**

B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed **$49,638.00**. This amount shall include all fees, costs and expenses incurred by Contractor , and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ Sub-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

B. If the Town reuses or makes any modification to Contractor 's designs, documents or work product without the prior written authorization of Contractor , the Town agrees, to the fullest extent permitted by law, to release the Contractor , its officers, directors, employees and sub-Contractor s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor 's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor . Nothing herein shall be construed as a limitation on the Contractor 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENTCONTRACTOR

Contractor is an independent Contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, the Contractor shall procure and maintain, and shall cause any Sub-Contractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.
   1. Worker's Compensation insurance as required by law.
   2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, and employees, Contractor as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
   3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, and its employees Contractor shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, recklessness or other fault of Contractor , any Sub-Contractor of Contractor , or any officer, employee, representative, or agent of Contractor , or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any Sub-Contractor of Contractor . Contractor 's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to

Contractor, any Sub-Contractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any Sub-Contractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual Agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. CHANGE ORDERS

A. Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price and
   3. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by the applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment of such changes.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when personally presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written Agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

____

A.J. Krieger, Town Manager

ATTEST:

____

Missy Carranco, Deputy Town Clerk

APPROVED AS TO FORM:

____

William P. Hayashi, Town Attorney

DITESCO

By: ____________________________

President

Delivery by email to:
nhaasis@FirestoneCO.gov

December 20, 2024

Nate Haasis, PE
Town of Firestone
9950 Park Avenue
Firestone, CO 80504

RE: Historic Firestone Waterlines
Scope of Work Proposal

Dear Nate:

This proposal follows discussions on November 18th, 2024, regarding the next phase of the waterline and roadway improvements. We have prepared the following proposal to provide construction phase services for the Historic Firestone Waterlines, Project 2- Phase 3. The intent of this proposal is to provide construction phase services for improvements in Berwick Avenue and if awarded surface improvements on Third Street.

We are excited to continue to work with the Town of Firestone and assist in the construction phase of the fourth waterline project managed by the Public Works Team. Our firm is built around successful relationships, successful projects, and successful outcomes. We appreciate the opportunity to continue to work with Firestone on the next phase of waterline improvements!

Please let me know if you have any questions or require further information regarding this proposal, I can be reached by phone at 970-488-0934 and email jason.wooldridge@ditescoservices.com.

Sincerely,

Jason Wooldridge

Jason Wooldridge, PE

Enc. Scope of Work

Cc: file
Jill Burrell
Keith Meyer

Exhibit A

Historic Firestone Waterline
Construction Phase
Scope of Services

PROJECT UNDERSTANDING

The Town of Firestone is looking to replace approximately 1,950 lineal feet of waterline within the Historic Downtown. This will be the fourth of many projects planned to replace over 21,000 lineal-feet of deteriorated waterline within the Historic Downtown. The existing waterlines within the downtown area are asbestos-cement pipe, varying between three to eight inches in diameter. Improvements include installation of a new eight inch C900 PVC watermain and full depth road restoration. Additionally, the Town is looking to improve surface conditions along Third Street from Granville to Berwick Avenue while waterline replacement work is occurring. The proposed construction locations are shown in the figure below indicated as Phase 3 and Add Alternate 3.

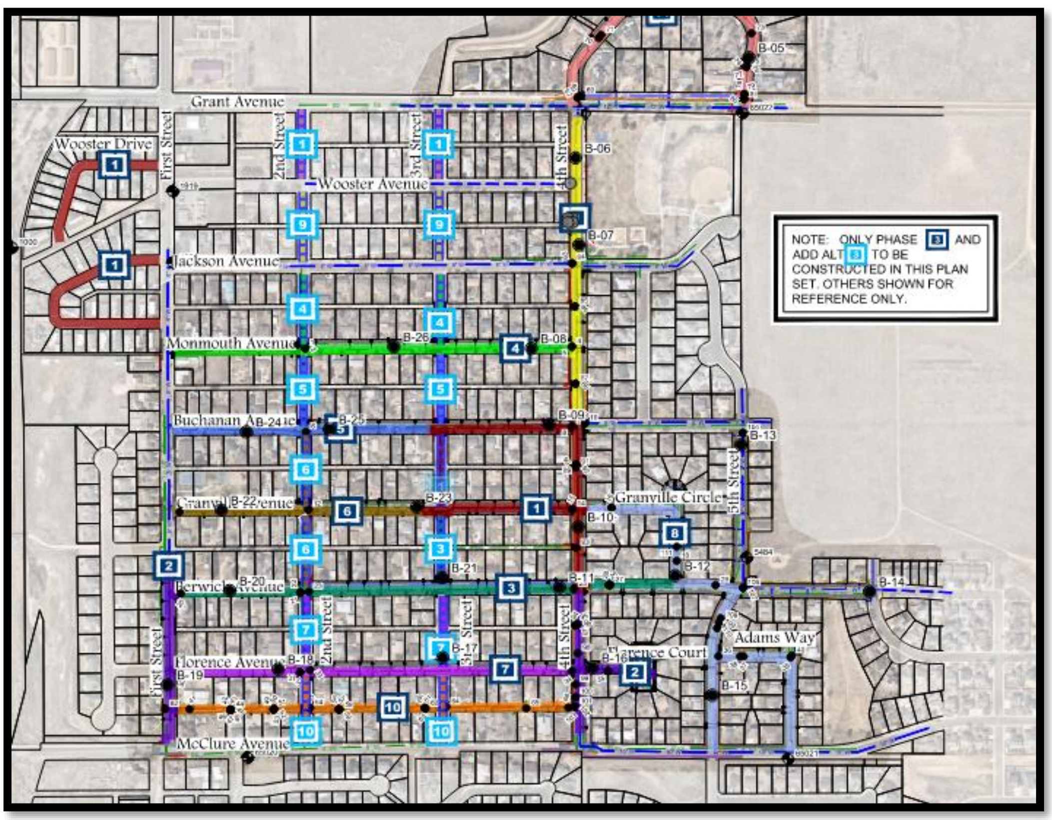

Figure 1. Planned 2025 Construction Limits

The Town desires to complete this project in spring and summer of 2025. To support the Town, our proposed scope of services includes construction management and engineering services for the installation of these waterlines and associated surface restoration. As bid document assembly work is currently underway, we have only included construction phase services for this scope of work.

PHASE: CONSTRUCTION

- Task 1.02 Meetings
  - Our team will manage and attend one (1) preconstruction meeting. This meeting is anticipated to be held in the field or Town Hall with the Owner and Contractor. For this meeting we will prepare meeting agendas and minutes.
  - Ditesco staff will manage weekly construction phase progress meetings. For these meetings we will prepare agendas and meeting minutes. We have anticipated these meetings will be held in the field or Town Hall with the Owner and Contractor. We have assumed one meeting per week for sixteen (16) weeks.
- Task 2.01 Resident Engineering
  - It is anticipated construction files will be managed on Ditesco's Procore site. For this effort, Ditesco will generate and maintain the project Procore site, provide access to the Contractor and Town for construction.
  - We will provide part-time engineering inspection services, as requested, during construction. The construction duration is anticipated to last approximately fourteen (14) weeks. For this effort, we have anticipated one visit every week, coordinated with the Construction Progress Meetings. During field visits, Ditesco will inspect construction work for conformance with the Contract Documents, discuss project and quality with the Contractor, provide clarifications and/or coordinate with the Owner's construction inspector, and photograph construction progress. We will document the progress of work during each field visit and provide a summary observation report for Owner review.
  - We will coordinate with the Owner Provided materials testing subcontractor to review all material test reports. We will comment on reports not meeting specifications and recommend remediation measures if necessary. We will ensure the appropriate numbers of tests are taken and that they are sampled according to industry standards and the project specifications. For this effort we have assumed construction materials testing is provided by the Owner and is not included within this scope of work.
- Task 2.02 Submittal Review
  - During this phase our team will review submittals. For this project, we are anticipating ten (10) submittals. Submittals are anticipated for waterline components and surface restoration elements.
- Task 2.03 Contract Management
  - Our team will provide contract administration including review of Contractor Pay Applications to ensure conformance with work completed to date. Upon completion of review, we will provide to the Town for processing and approval. As necessary, our team will review Contractor change orders and provide recommendations to the Town for approval.
- Task 2.04 RFI Response
  - We will review contractor-generated Request for Information (RFIs). For this project, we are anticipating five (5) RFIs.
- Task 2.05 Schedule Review
  - Ditesco staff will review Contractor-generated construction schedules on a monthly basis. Comments on the schedule and construction progression will be provided to the Contractor and Town.
- Task 2.07 Project Close Out

- We will assist Firestone with project close out activities including the final punch list inspection. Our team has anticipated one (1) punch list walk per project street –Berwick Avenue and Third Street. We will generate a punch list for each location noting items that do not conform with the Contract Documents with photographs and narrative descriptions. For this effort, we have anticipated punch list generation by Ditesco and close out conformance verified by the Town of Firestone.

- Ditesco will provide final record drawings of the completed work. These record drawings will be generated from Contractor-provided redlined documents, following construction completion.

- Task 2.01 A Additional Services - Resident Engineering
  - To further support Firestone during construction, we will provide additional part-time construction management services, as requested. For this effort we have anticipated being onsite approximately four (4) hours per day for four (4) weeks. We have assumed the additional construction management services will occur primarily over the surface restoration period of work. We have limited our effort to primarily cover asphalt preparation and street paving operations. For this effort, Ditesco will directly handle contractor coordination, acting as the Owner’s Representative. Our staff will coordinate with the Contractor to schedule materials testing throughout the construction duration. Ditesco will inspect construction work for conformance with the Contract Documents, discuss project schedule and quality with the Contractor, provide clarifications and/or coordinate with the Owner, and photograph construction progress.

  - Additional construction management services during waterline installation can be performed, as requested, but it is anticipated that the construction management effort during waterline installation will be performed by the Town of Firestone. We have not anticipated additional field oversight during waterline installation.

DELIVERABLES

Deliverables will include full project documentation furnished electronically as listed below.

- Construction Phase Correspondence
- Construction Phase Meeting Agendas & Minutes
- Field Inspection Reports
- Contractor Pay Applications
- Approved Submittals and RFIs
- Construction Punch Lists
- Record Drawings

SCHEDULE

The anticipated schedule for the study is as follows:

- Construction Phase: April through July 2025

FEE ESTIMATE

We have based our fee estimate on the following assumptions of the project schedule.

- Materials testing to be provided by the Owner and will be based on testing quantities identified in specification section 01 45 00, Section 1.13.
- Weekly engineering site inspections, coordinated with the Construction Progress Meeting.
- Primary field inspection and daily Contractor oversight for waterline installation by Owner.
- Construction management services assumed for surface restoration work.
- Other assumptions as stated within this document.

Estimated Fee –	
Construction Phase:	**$46,945.00**
Estimated Reimbursable Expenses:	**$ 2,693.00**
Total:	**$49,638.00**

A detailed task breakdown is included. Please find this on page 7 of this scope of work proposal.

The fee shown above is to be billed on a time and material not-to-exceed basis based on the rates shown below and in the table on page 7 of this proposal. All reimbursable expenses will be billed at direct cost.

Ditesco
2025 Rate Table

Role	Rate Range (per hour)
President	$215-$297
Principal/VP	$185-$248
Department/Program Manager	$160-$204
Senior Project Manager	$155-$196
Project Manager	$146-$183
Associate Project Manager	$132-$163
Engineer	$128-$152
Associate Engineer	$120-$142
Project Engineer	$106-$132
Senior Construction Manager	$134-$187
Construction Manager/Resident Engineer	$128-$157
Associate Construction Manager	$102-$144
Inspector	$85-$124
Senior CAD Design	$125-$154
CAD Design	$90-$135
GIS Technician	$78-$141
Administrative	$70-$94
Reimbursable Expenses	
Mileage Reimbursement	IRS Rate
Daily Truck Rate (if needed)	$105.00 per day
Subconsultant Markup	None
All other costs at direct expense	
Terms	30 days net

ditesco
Project & Construction Services

Town of Firestone

Historic Firestone Waterlines Project - Project 2 Phase 3 Construction Services (2025)

12/20/2024

Phase/Task Description	Classification					Task Total	Comments
	Jill Burrell	Jason Wooldridge	Stephen Rencher or TBD	Brandon Merrell	Leslie Brantner		
	Program Manager (hrs)	Project Manager (hrs)	Associate Engineer/CM (hrs)	CAD Designer (hrs)	Admin (hrs)		
	$190	$165	$140	$115	$75		
Construction Management						**$46,945**	
1.02 Construction Progress Meetings							
- Preconstruction Meeting	0	4	4	0	0	$1,220	On-site Preconstruction Meeting and Site Walk
- Weekly Construction Meetings	8	21	42	0	0	$10,865	Weekly Meetings with Owner and Contractor
2.01 Resident Engineering							
- Document Management	0	1	4	0	0	$725	Setup and Management of Procore Site
- Weekly site inspection	0	8	21	0	0	$4,260	Work Quality Review and Coordination
- Review material test reports	0	2	14	0	0	$2,290	Compaction, Concrete, Asphalt Test Reports
2.02 Submittal Review	0	4	20	0	0	$3,460	Anticipate 10 New Submittals
2.03 Contract Management	4	4	16	0	4	$3,960	Contract Management, Contractor Pay App Review
2.04 RFI Response	0	5	10	0	0	$2,225	Anticipate 5 RFIs
2.05 Schedule Review	0	4	4	0	0	$1,220	
2.07 Project Close Out	2	4	16	8	0	$4,200	Record Drawings & Punch List
2.01A Additional Services - Resident Engineering	0	8	80	0	0	$12,520	Additional CM Work items that arise during project,as requested by Owner
Other Direct Costs						**$2,693**	
Mileage & ODCs at 1.5%						$2,693	Assumes approximately 3500 miles and 1.5% ODCs
Work Effort Total	**14**	**65**	**231**	**8**	**4**	**$46,945**	
ODCs						**$2,693**	
Cost per labor category	**$2,660**	**$10,725**	**$32,340**	**$920**	**$300**		
Effort (days)	**2**	**8**	**29**	**1**	**1**		
Effort (weeks)	**0**	**2**	**6**	**0**	**0**		
Hours per day	**0.2**	**0.9**	**3.3**	**0.1**	**0.1**		

Total Contract Value: $49,638

Assumptions:

- Bidding/Contractor Contracting Phase January-February 2025
- Construction from April-July 2025 (4 months)
- Waterline Construction inspection and primary oversight by Firestone
- Additional services assumed for 4 weeks at 4 hours per day primarily for surface restoration
- Materials testing provided by Owner and not included in fee
- Other assumptions as stated within this fee proposal and scope of work

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.c **Discussion/Action** **Meeting Date:** March 12, 2025 **Initiated By:** Raelynn Ferrera **Department:** Administration

AGENDA ITEM
Resolution 25-31: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RVI PLANNING + LANDSCAPE ARCHITECTURE FOR PROFESSIONAL SERVICES

RECOMMENDATION
Approval of Resolution 25-31 authorizing execution of said Agreement

APPROVAL/DENIAL OPTIONS
Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY
This Agreement will allow Town staff to work with RVI Planning + Landscape Architecture (RVI) to form a Downtown Development Authority Plan.

Staff issued a Request for Qualifications (RFQ) on November 26, 2024, for the formation of a Downtown Development Authority Plan. Five sealed qualifications were received on December 19, 2024. Staff reviewed the received RFQs, shortlisted three companies, conducted interviews, and selected RVI. RVI has 42 years of experience working around the country, and in Colorado. Colorado clients include Windsor, Fort Collins, Loveland, and Broomfield.

FINANCIAL CONSIDERATIONS
The Agreement includes an amount not to exceed $74,123.00.

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:
- Establish a Strong & Competitive Business Environment
- Organizational Objectives

ATTACHMENTS
1. RVI DDA Formation Reso
2. Professinal Services Agreement - Formation of DDA - RVi_signed (002)

RESOLUTION NO. 25-31

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND RVI PLANNING + LANDSCAPE ARCHITECTURE FOR PROFESSIONAL SERVICES

WHEREAS, the Town of Firestone ("Town") requires professional services for the formation of a Downtown Development Authority ("Project"); and

WHEREAS, the Town published a request for qualifications for such services for the Project; and

WHEREAS, the Town has evaluated the proposals submitted in response to the request for qualifications and finds that RVI Planning + Landscape Architecture (RVI) is the most qualified for the professional services described in the request for qualifications; and

WHEREAS, the Town finds that RVI has the expertise, qualifications, and experience to perform the work and duties required for the Project and desires to select RVI for the request for qualifications and to enter into an agreement with RVI to provide the Professional Services as described in the scope of services, attached to the Professional Services Agreement as Exhibit A; and

WHEREAS, the Board of Trustees finds and declares that it is in the best interest of the Town to award the request for qualifications to RVI as the most qualified, responsive proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The Professional Service Agreement between the Town of Firestone and RVI Planning + Landscape Architecture is approved in substantially the same form as the copy attached hereto and made a part of this Resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this __ day of ____________, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATTEST:

____
Miriam Luna Gonzalez, CMC Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of ____________, 2025 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **RVI PLANNING + LANDSCAPE ARCHITECTURE**, an independent Contractor with a principal place of business at 506 South College Ave Suite A Fort Collins, Colorado 80524 ("Contractor ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services and

WHEREAS, the Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as **Formation of a Downtown Development Authority (DDA)**

B. A change in the Scope of Services shall not be effective unless authorized as a modification to this Agreement. If the Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay the Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed **$74,123.00**. This amount shall include all fees, costs and expenses incurred by Contractor , and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the preference for Colorado Labor set forth in C.R.S. Article 17 Title 8.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ Sub-Contractor s to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

A. Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

B. If the Town reuses or makes any modification to Contractor 's designs, documents or work product without the prior written authorization of Contractor , the Town agrees, to the fullest extent permitted by law, to release the Contractor , its officers, directors, employees and sub-Contractor s from all claims and causes of action arising from such uses, and shall to the extent permitted by law indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the Town's modification or reuse of the documents.

C. The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain design details, features and concepts from the Contractor 's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor . Nothing herein shall be construed as a limitation on the Contractor 's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

VI. INDEPENDENTCONTRACTOR

Contractor is an independent Contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, the Contractor shall procure and maintain, and shall cause any Sub-Contractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.
   1. Worker's Compensation insurance as required by law.
   2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, and employees, Contractor as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
   3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, and its employees Contractor shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, recklessness or other fault of Contractor , any Sub-Contractor of Contractor , or any officer, employee, representative, or agent of Contractor , or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any Sub-Contractor of Contractor . Contractor 's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any Sub-Contractor of Contractor , or any officer, employee, representative, or agent of Contractor or of any Sub-Contractor of Contractor .

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor 's obligation to indemnify and hold harmless the Town may be determined only after Contractor 's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual Agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. CHANGE ORDERS

A. Change Order is a written instrument issued after execution of the Agreement signed by Town and Contractor, stating their Agreement, as applicable, upon all of the following:
   1. The scope of the change in the Work;
   2. The amount of the adjustment to the Contract Price and
   3. The extent of the adjustment to the Contract Times(s).

B. All changes in the Work authorized by the applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Town and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustment of such changes.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when personally presented or sent pre-paid, firstclass United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written Agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF FIRESTONE, COLORADO

____

Don Conyac Jr, Mayor

ATTEST:

____

Miriam Granados Luna, CMC Town Clerk

APPROVED AS TO FORM:

____

William P. Hayashi, Town Attorney

RVI PLANNING + LANDSCAPE ARCHITECTURE

By: ______________________________

Craig Russel, Principal

EXHIBIT A
Scope of Services

Project Management

Objective: Develop a customer-focused project management plan to:

- *Track scope, schedule, and budget*
- *Plan and monitor project delivery and work processes*
- *Facilitate communication*
- *Identify next steps, and proactively identify potential project issues.*

Task 1: Project Management Plan

- Detail project schedule with Client.
- Establish weekly 15-minute PM Meetings to review scope, schedule, and budget progress.
- Establish a formal QA/QC process.
- Populate a Project Advisory Group that meets regularly to review project process. Identify schedule and dates for meetings.
- Communicate action items via notes and calendar reminders after engagements.
- Invoicing cadence and standards.

Task 2: Stakeholder Education Plan:

- Attendance and staff support at presentations to Firestone Board of Trustees
- Development of an engagement cadence / schedule for the Board of Trustees that will educate Trustees on DDA formation and drive constructive feedback and direction needed for project execution.

Task 3: Staff Support and Meetings

- Attend three (3) two (2) hour Town Board work sessions with Town of Firestone staff.
- Attend three (3) two (2) hour Town Board Meetings with Town of Firestone staff.
- Four (4) additional one (1) hour meetings meetings

Deliverables:

- Notes and action items from meetings and engagements
- Project Management Plan
- Project Schedule
- QA/QC Plan
- Stakeholder Education Plan
- Invoicing and progress reports

INSIGHTS Phase

Objective: Gather key project foundational knowledge and data by examining past project stakeholder engagement findings, completed DDA district formation research, engaging key stakeholders, identifying challenges/opportunities, and understanding community needs to identify actionable strategies that will establish the Firestone DDA in following phases.

Task 1: Opportunities and Challenges

- Identify opportunities and challenges pursuant to the establishment of Firestone's Downtown DDA.

Task 2: Identify Draft Boundary

- Identify potential DDA / district boundaries based on the Firestone Board of Trustees input.

Task 4: Site Visit and Kick-Off

- Conduct site visit and kick-off meeting (on-site) with the project team, Town of Firestone staff, and Town Board.

Task 5: Review Past Engagements to Identify Relevant Public Feedback

- Identify and evaluate community sentiments from previously community surveys and completed projects. Identify relevant feedback for incorporation and to inform findings in later project phases.

Task 7: Phase 1 Downtown Plan of Development Chapter 1

- Develop draft Chapter 1 (Insights) of the Comprehensive Downtown Development Authority plan and submit for client and Project Advisory Group review.
- Incorporate edits from review and finalize Chapter 1: Insights of the Comprehensive Downtown Development Authority plan.

Deliverables:

- Opportunities and challenges
- Site visit photos and associated documentation of site conditions
- Summarize results of past engagements that identify existing community and stakeholder feedback applicable to the DDA plan
- Data and plan review matrix outlining sources and applicable findings
- Draft and final Chapter 1 of the Comprehensive Downtown Development Authority Plan

Project Directives Phase

Objective: Establish an overarching DDA intent and project directives to guide the establishment of Firestone's future DDA and to inform project identification in following phases.

Task 1: Develop DDA Intent

- Using information obtained from Firestone Insight Phase outcomes, develop an overarching draft Firestone DDA Intent.
- Present and test draft Intent with the Project Advisory Group.

Task 2: Develop Project Directives to Guide Development of Solutions

- Using the final DDA Intent, identify specific and detailed project directives that will be used to align Solutions with the DDA's overall Intent in following phases.

Task 3: Present Final Intent and Directives to Town Leaders

- Present the final DDA Intent , and directives to the the Board of Trustees for review.
- Revise , Intent, and Directives based on input and finalize.

Task 4: Phase 2 Downtown Plan of Development Chapter

- Develop draft Chapter 2 (, DDA Intent, and Project Directives) of the Comprehensive Downtown Development Authority plan and submit for client and Project Advisory Group review.
- Incorporate edits from review and finalize Chapter 2: Intention of the Comprehensive Downtown Development Authority plan.

Deliverables:

- DDA guiding Intent
- Project Directives
- Presentation to Board of Trustees
- Draft and final Chapter 2 of the Comprehensive Downtown Development Authority Plan

SOLUTIONS Phase

Objective: Using the DDA Intent identify a strategic plan of development. Solutions will identify key partnerships, policies, projects, programs, responsibilities, processes, and strategies that transition broad Civic Center Master Plan concepts into focused strategies that will execute the establishment of Firestone's DDA.

Task 1: Identify Funding Opportunities

- Collaborate with the Town and other consultants to identify and analyze potential funding sources and mechanisms including Tax Increment Financing (TIF), competitive grants, or other revenue streams to fund DDA operations and projects.

Task 2: Create DDA Ordinance, Identify Potential DDA Board Members, and Promote the Draft Plan of Development in Anticipation of Vote.

- Support development of draft DDA ordinance.
- Work with the Board of Trustees and the Town of Firestone to populate and develop a potential roster of DDA Board Members.
- Work with Town of Firestone legal counsel to ensure regulatory compliance and to draft the DDA ordinance.
- Finalize the DDA's internal structure and governance.

Task 3: Finalize DDA Boundary

- Review the draft DDA boundary established during the Insights Phase relative to the draft DDA Ordinance, DDA Plan of Development, the master plan, and identified projects. Implement edits and finalize district boundary.

Task 4: Phase 3 Downtown Plan of Development Chapter 3

- Develop draft Chapter 3 (Solutions) of the Comprehensive Downtown Development Authority plan and submit for client and Project Advisory Group review.
- Incorporate edits from review and finalize Chapter 3: Solutions of the Comprehensive Downtown Development Authority plan.

Deliverables

- DDA board members
- Funding sources
- Collaboration on DDA fiscal analysis (to be completed by others)
- Organizational roles and responsibilities
- Draft and final Chapter 3 of the Comprehensive Downtown Development Authority Plan.

IMPLEMENTATION Phase

Objective: Establish and formalize the DDA, finalize plan, and adopt the new DDA.

Task 1: Election and Launch

- Property owner vote to establish the DDA.

Task 5: Finalize Comprehensive Downtown Development Authority Plan

- Develop a complete final draft of the Comprehensive Downtown Development Authority plan that now includes the Implementation chapter and submit for client and Project Advisory Group review.
- Incorporate edits from review and finalize the Comprehensive Downtown Development Authority plan.

Deliverables

- Election of DDA board
- Draft and final Comprehensive Downtown Development Authority Plan

Costs Per Phase and Reimbursables

Project Management	$16,269 | 81 *Total Hours*
Insights	$15,116 | *81 Total Hours*
Project Directives	$24,098 |*145 Total Hours*
Solutions	$8,522 | *59 Total Hours*
Implementation	$9,518 | *58 Total Hours*
Reimbursable	$600.00
Total Fee	***$74,123***

Add Alternative

The following sub consultant can be added to this contract upon Client request. Scope and fee will be developed if and when services are requested

Clifton Larson Associates (Special District advisors)	$60,000

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.d **Discussion/Action** **Meeting Date:** March 12, 2025 **Initiated By:** Raelynn Ferrera **Department:** Administration

AGENDA ITEM
Resolution 25-32: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING AND APPROVING A CONTRACT TO BUY AND SELL REAL PROPERTY LOCATED AT 12623 CANOE STREET

RECOMMENDATION

APPROVAL/DENIAL OPTIONS
Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY
At the January 22, 2025, regular Board of Trustee Meeting, the Board approved Resolution 25-16, giving the town manager the directive to proceed with the necessary steps to complete the purchase of the property located at 12623 Canoe Street in Firestone.

Town staff completed the property inspection and found it in good condition. This Resolution approves the Purchase Contract to proceed with closing on the purchase of the property. The Closing is anticipated to be on or before April 1, 2025.

FINANCIAL CONSIDERATIONS
The purchase price is $800,000.

HISTORY AND PREVIOUS BOARD ACTION
At the January 22, 2025, Regular Board of Trustees meeting, the Board approved the option to purchase an agreement for the property located at 12623 Canoe Street, authorizing the Town manager to take the necessary steps to complete the purchase of the real property.

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:
- Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS
1. Reso 25-32 Ratifying 12623 Canoe St Purchase Contract
2. 12623 Canoe St Contract to Buy and Sell Real Estate (Residential) -A022125
3. Ex A to 12623 Canoe St Purchase Contract Sellers Property Disclosure-Residential
4. Ex B to 12623 Canoe St Purchase Cotnract Lead Based Paint Disclosure

RESOLUTION NO. 25-32

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, RATIFYING AND APPROVING A CONTRACT TO BUY AND SELL REAL PROPERTY LOCATED AT 12623 CANOE STREET

WHEREAS, pursuant to the directive contained in Resolution No. 25-16, as adopted by the Board of Trustees ("Board") of the Town of Firestone ("Town") on January 22, 2025, the Town Manager has negotiated the material terms and conditions of contract to buy and sell real estate ("Purchase Contract") for certain real property located at 12623 Canoe Street ("Property"), which is owned by Roohallah Mobarez, and in a form that has been reviewed and approved "as to form" by the Town Attorney; and

WHEREAS, pursuant to Resolution No. 25-32, the Town Board must ratify and approve the Purchase Contract to proceed with closing the purchase of the Property; and

WHEREAS, to further the purposes and intentions of the Town Board in purchasing the Property, as stated in Resolution No 25-16, the Town's best interests, and to promote the public health, safety and welfare, the Town Board desires to ratify and approve the Purchase Contract, and to direct the Town Manager to move forward with closing the purchase of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Purchase Contract between the Town of Firestone and Mr. Mobarez is approved in substantially the same form as the copy attached hereto and made a part of this Resolution, and the Town Manager is authorized to execute the Purchase Contract on behalf of the Town.

Section 2. Amendments to the Purchase Contract that do not significantly impact the substance of the transaction, such as modifying the timelines associated with title review, survey work and other matters related to due-diligence investigations, as well as allocation of the purchase price by the Seller to components being sold, are authorized and the Town Manager is authorized to execute such amendment documents.

Section 3. The Town Manager is further authorized and directed to secure such inspections, and to pursue such other due diligence items, all as may be necessary and advisable for the potential sale of the Property, as well as commence any other preliminary steps as necessary to proceed to closing.

Section 4. The Town Manager is further authorized to approve, sign, execute and deliver any and all documents necessary to perform under the Purchase Contract, to complete the transaction on behalf of the Town at closing, and to effectuate the conveyance of the Property to the Town.

PASSED AND ADOPTED this 12th day of March, 2025.

____
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Luna Gonzalez, CMC Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

<u>EXHIBIT A</u>

Contract to Buy and Sell Real Estate

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS1-8-24) (Mandatory 8-24)

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

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: 2/21/25

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. THE TOWN OF FIRESTONE, COLORADO (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ■ **Other** IN SEVERALTY.

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

2.3. Seller. ROOHALLAH MOBAREZ (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 WELD, Colorado (insert legal description):

LOT 13, BLOCK 5, BAREFOOT LAKES FILING #2, TOWN OF FIRESTONE, ACCORDING TO THE PLAT RECORDED FEBRUARY 15, 2018 UNDER RECEPTION NO. 4375619, COUNTY OF WELD, STATE OF COLORADO

known as: 12623 CANOE STREET (Street Address), FIRESTONE (City), CO (State), 80504-5324 (Zip),

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

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

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including N/A 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**:**

N/A

☐ If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

2.5.4. Home Warranty. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of certain Inclusions.

2.5.5. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

N/A

Buyer ☐ **Will** ☒ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

2.5.6. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.7. Parking and Storage Facilities. The use or ownership of the following parking facilities: ANY OF RECORD AND ON SITE; and the use or ownership of the following storage facilities: ANY OF RECORD AND ON SITE. Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.8. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

NO LEASED ITEMS SHALL BE CONVEYED OR TRANSFERRED TO BUYER AT CLOSING.

Buyer ☐ **Will** ☒ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party before Closing. If Buyer does not receive such approval this Contract terminates.

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

ALL ITEMS OF SELLER'S OR TENANT(S)', IF ANY, PERSONAL PROPERTY, WHETHER OWNED OR LEASED LOCATED UPON THE PROPERTY NOT OTHERWISE INCLUDED.

2.7. Water Rights/Well Rights.

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

N/A

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

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

N/A

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

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

N/A

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

2.7.6. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	6:00 PM MT
2	§ 4	Alternative Earnest Money Deadline	N/A
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	15 DAYS AFTER MEC
4	§ 8	Record Title Objection Deadline	20 DAYS AFTER MEC
5	§ 8	Off-Record Title Deadline	25 DAYS AFTER MEC
6	§ 8	Off-Record Title Objection Deadline	30 DAYS AFTER MEC
7	§ 8	Title Resolution Deadline	35 DAYS AFTER MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	Association Documents Deadline	15 DAYS AFTER MEC
10	§ 7	Association Documents Termination Deadline	35 DAYS AFTER MEC
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	10 DAYS AFTER MEC
12	§ 10	Lead-Based Paint Disclosure Deadline	10 DAYS AFTER MEC
		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	25 DAYS AFTER MEC
23	§ 6	Appraisal Objection Deadline	30 DAYS AFTER MEC
24	§ 6	Appraisal Resolution Deadline	35 DAYS AFTER MEC
		Survey	
25	§ 9	New ILC or New Survey Deadline	15 DAYS AFTER MEC
26	§ 9	New ILC or New Survey Objection Deadline	25 DAYS AFTER MEC
27	§ 9	New ILC or New Survey Resolution Deadline	35 DAYS AFTER MEC
		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	35 DAYS AFTER MEC
31	§ 10	Inspection Objection Deadline	25 DAYS AFTER MEC
32	§ 10	Inspection Resolution Deadline	30 DAYS AFTER MEC
33	§ 10	Property Insurance Termination Deadline	35 DAYS AFTER MEC
34	§ 10	Due Diligence Documents Delivery Deadline	15 DAYS AFTER MEC
35	§ 10	Due Diligence Documents Objection Deadline	25 DAYS AFTER MEC
36	§ 10	Due Diligence Documents Resolution Deadline	35 DAYS AFTER MEC

37	§ 10	Conditional Sale Deadline	N/A
38	§ 10	Lead-Based Paint Termination Deadline	35 DAYS AFTER MEC
		Closing and Possession	
39	§ 12	Closing Date	APRIL 1, 2025
40	§ 17	Possession Date	AT CLOSING
41	§ 17	Possession Time	AT CLOSING
42	§ 27	**Acceptance Deadline Date**	FEBRUARY 24, 2025
43	§ 27	**Acceptance Deadline Time**	5:00 PM

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	$ 800,000.00	
2	§ 4.3.	Earnest Money		$ 20,000.00
3	§ 4.5.	New Loan		$
4	§ 4.6.	Assumption Balance		$
5	§ 4.7.	Private Financing		$
6	§ 4.7.	Seller Financing		$
7				
8				
9	§ 4.4.	Cash at Closing		$ 780,000.00
10		**TOTAL**	$ 800,000.00	$ 800,000.00

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 ~~A CASHIER'S~~ CHECK OR GOOD FUNDS, 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.~~

~~**4.5.4. Loan Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of Buyer's monthly mortgage payment.~~

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

~~Buyer agrees to pay a loan transfer fee not to exceed $_____________. At the time of assumption, the new interest rate will not exceed ________% per annum and the new payment will not exceed $_____________ per _________________principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than $_____________, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.~~

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

~~This Contract terminates if written consent from Seller's lender for Buyer's assumption of Seller's existing loan is not received by all parties and the Closing Company on or before Closing.~~

4.7. Seller or Private Financing.

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

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

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan, 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**).

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

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

6.3. Lender Property Requirements. If the lender imposes any 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.

This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF

PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

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

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

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

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

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

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

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

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

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

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. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

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.

8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☒ **New Improvement Location Certificate (New ILC)**; ~~or, (2~~) ~~☐ New Survey in the form of~~ MAY BE ~~; 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 TOWN ATTORNEY'S OFFICE 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):

NONE.

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:

1. All plats, surveys or ILCs reflecting the location of improvements, easements, if any, encroachments, flood plans, and topography of the Property.
2. Property tax bills for the past 3 years.

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. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as ____. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.~~

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

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

10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]

10.10. Lead-Based Paint.

10.10.1. 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.**

10.10.2. 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.

10.11. 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.

10.12. 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.

10.13. 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.

11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a 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 MUTUAL AGREEMENT OF THE PARTIES AND SCHEDULED WITH THE TITLE COMPANY.

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 ☐ ____________________ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

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

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum 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, do not exceed $____________ 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. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and NONE.

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

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ■ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and NONE. Association Assessments are subject to change as provided in the Governing Documents.

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 $ 250.00 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, email or N/A ______________________________.

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. ~~**BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as follows:~~

~~☐ **29.1.** ____% of the Purchase Price or $______________ by Seller. Buyer's brokerage firm is an intended third-party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.~~

~~☐ **29.2.** ____% of the Purchase Price or $______________ by Buyer pursuant to a separate agreement between Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.~~

~~☐ **29.3.** ____% of the Purchase Price or $______________ by a separate agreement between Buyer's brokerage firm and Seller's brokerage firm.~~

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

30.1 Board of Trustees Approval. The Closing of this Contract is contingent upon the formal approval of its terms and conditions by the Board of Trustees of the Town of Firestone on March 26, 2025 ("Town Board Approval Deadline"). In the event such approval is not provided, this Contract shall terminate and all things of value, including the Earnest Money shall be returned to Buyer.

30.2 Appropriation of Funds. The Closing on this Contract is contingent upon the appropriation of funds by the Board of Trustees of the Town of Firestone sufficient to pay the purchase price on or before Closing. Confirmation of said appropriation of funds must be verified on or before March 26, 2025 ("Appropriation of Funds Verification Deadline"). In the

31. OTHER DOCUMENTS.

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

~~☐ **31.1.1. Post-Closing Occupancy Agreement.** If the box is checked, the Post-Closing Occupancy Agreement is a part of this Contract.~~

SELLER'S PROPERTY AND LEAD-BASED PAINT DISCLOSURES ATTACHED EXHIBITS A AND B.

31.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

SIGNATURES

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

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

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

END OF CONTRACT TO BUY AND SELL REAL ESTATE

~~BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.~~

~~A. Broker Working With Buyer~~

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

~~Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.~~

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

~~Brokerage Firm's compensation or commission is to be paid as specified in §29 above.~~

~~This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.~~

~~Brokerage Firm's Name~~: ______
~~Brokerage Firm's License~~ #: ______
~~Broker's Name:~~ ______
~~Broker's License #:~~ ______

______
~~Broker's Signature~~ ~~Date~~

~~Address:~~ ______

~~Phone No.:~~ ______
~~Fax No.:~~ ______
~~Email Address~~: ______

~~B. Broker Working with Seller~~

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

~~Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction~~.

~~☒ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buye~~r.

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

This ~~Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision~~.

~~Brokerage Firm's Name~~: ______
~~Brokerage Firm's License #~~: ______
~~Broker's Name:~~ ______
~~Broker's License #~~: ______

______
~~Broker's Signature~~ ~~Date~~

~~Address:~~ ______

~~Phone No.~~: ______
~~Fax No.~~: ______
~~Email Address:~~ ______

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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(SPD19-6-23) (Available 8-23, Mandatory 1-24)

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

SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

THIS SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Seller's Property Disclosure ("SPD") is correct to **Seller's CURRENT ACTUAL KNOWLEDGE** as of this Date. **Any changes must be disclosed by Seller to Buyer promptly after discovery. Seller's failure to disclose a known adverse material fact** affecting the Property or occupant **may result in legal liability.** If the sales contract requires Seller to complete this SPD, this form must be fully completed to Seller's current actual knowledge, as of the date of the Contract. If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section O. Broker may deliver a copy of this SPD to prospective buyers.

SELLER: Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

Note: Buyer and Seller should review the Advisory at the end of this SPD.

Date: ______________________

Property: ______________________

Seller: ______________________

Year Built: ______________________

Year Seller Acquired Property: ______________________

Note: The Contract to Buy and Sell Real Estate, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

I. IMPROVEMENTS

A.	**BUILDING CONDITIONS** (all aspects of the Property to include decks and patios) If you know of any of the following problems **EVER EXISTING,** check the "Yes" column:	**Yes**	**Comments**
1	Structural	☐	
2	Moisture and/or water	☐	
3	Damage due to termites, other insects, birds, animals, or rodents	☐	
4	Damage due to hail, wind, fire, flood, or other casualty	☐	
5	Cracks, heaving or settling	☐	
6	Exterior wall or window	☐	
7	Exterior Artificial Stucco (EIFS)	☐	
8	Subfloors	☐	
9		☐	
10		☐	

B.	ROOF If you know of any of the following problems **EVER EXISTING,** check the "Yes" column:	Yes	Comments
1	Roof leak	☐	
2	Damage to roof	☐	
3	Skylight	☐	
4	Gutter or downspout	☐	
5	Other roof problems, issues or concerns	☐	
6		☐	
7		☐	
	ROOF – Other Information Do you know of the following on the Property:		
8	Roof under warranty until ___________________ Transferable? ☐ YES ☐NO	☐	
9	Roof work done while under current roof warranty	☐	
10	Roof material: ___________ Age: ______	☐	
11		☐	

C.	**APPLIANCES** (if included in the sale) If you know of any problems **NOW EXISTING** with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Built-in vacuum system & accessories	☐		
2	Clothes dryer	☐		
3	Clothes washer	☐		
4	Dishwasher	☐		
5	Disposal	☐		
6	Freezer	☐		
7	Gas grill	☐		
8	Hood	☐		
9	Microwave oven	☐		
10	Oven	☐		
11	Range	☐		
12	Refrigerator	☐		
13	T.V. antenna: ☐ Owned ☐ Leased	☐		
14	Satellite system or DSS dish: ☐ Owned ☐ Leased	☐		
15	Trash compactor	☐		
16		☐		
17		☐		

D.	**ELECTRICAL & TELECOMMUNICATIONS** If you know of any problems **NOW EXISTING** with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Security system: ☐ Owned ☐ Leased	☐		
2	Smoke/fire detectors: ☐ Battery ☐ Hardwire	☐		
3	Carbon Monoxide Alarm: ☐ Battery ☐ Hardwire	☐		
4	Light fixtures	☐		
5	Switches & outlets	☐		
6	Telecommunications (T1, fiber, cable, satellite)	☐		

7	Inside telephone wiring & blocks/jacks	☐		
8	Ceiling fans	☐		
9	Garage door opener and remote control # of remote/openers: _________	☐		
10	Intercom/doorbell	☐		
11	In-wall speakers	☐		
12		☐		
13		☐		
	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems **EVER EXISTING** with the following, check the "Yes" column:			
14	Electrical Service	☐		
15	Aluminum wiring at the outlets (110)	☐		
16	Solar panels: ☐ Owned ☐ Leased	☐		
17	Wind generators: ☐ Owned ☐ Leased	☐		
17	Electric Wiring or Panel	☐		
18		☐		
19		☐		
	ELECTRICAL & TELECOMMUNICATIONS – Other Information: Do you know of the following on the Property**:**			
20	220 volt service	☐		
21	Electrical Service: Amps ______________	☐		
22	Landscape lighting	☐		
23	Electric Provider: ____________________	☐		
24	Cable/TV provider ________________________	☐		
25	Seller's Internet Provider ________________________	☐		
26		☐		

E.	**MECHANICAL** If you know of any problems **NOW EXISTING** with the following, check the "Yes" column:	**Yes**	**Age If Known**	**Comments**
1	Overhead doors (including garage doors)	☐		
2	Entry gate system	☐		
3	Elevator	☐		
4	Sump pump(s): # of __________	☐		
5	Recycle pump	☐		
6		☐		
7		☐		

F.	**VENTILATION, AIR & HEAT** If you know of any problems **NOW EXISTING** with the following, check the "Yes" column**:**	**Yes**	**Age If Known**	**Comments**
1	Heating system	☐		
2	Evaporative cooler	☐		
3	Window air conditioning units	☐		
4	Central air conditioning	☐		

5	Attic/whole house fan	☐		
6	Vent fans	☐		
7	Humidifier	☐		
8	Air purifier	☐		
9	Fireplace	☐		
10	Fireplace insert	☐		
11	Heating Stove	☐		
12	Fuel tanks	☐		
13		☐		
14		☐		
	VENTILATION, AIR & HEAT – Other Information: Do you know of the following on the Property**:**			
15	Heating system (including furnace): Type _______________ Fuel _______________ Type _______________ Fuel _______________	☐		
16	Fireplace: Type _______________ Fuel _______________	☐		
17	Heating Stove: Type _______________ Fuel _______________	☐		
18	When was fireplace/wood stove, chimney/flue last cleaned: Date: _______________ ☐ Do not know	☐		
19	Fuel tanks: ☐ Owned ☐ Leased	☐		
20	Radiant heating system: ☐ Interior ☐ Exterior Type _______________	☐		
21	Fuel Provider: _________________________	☐		
22		☐		

G.	**WATER** If you know of any problems **NOW EXISTING** with the following, check the "Yes" column:	**Yes**	**Age If Known**	**Comments**
1	Water heater(s)	☐		
2	Water filter system	☐		
3	Water softener	☐		
4	Water system pump	☐		
5	Sauna	☐		
6	Hot tub or spa	☐		
7	Steam room/shower	☐		
8	Underground sprinkler system	☐		
9	Fire sprinkler system	☐		
10	Backflow prevention device	☐		
11	Irrigation pump	☐		
12		☐		
13		☐		
	WATER If you know of any problems **EVER EXISTING** with the following, check the "Yes" column:			
14	Water system (including lines and water pressure)	☐		
15	Well	☐		

16	Pool	☐		
17	Irrigation system	☐		
18		☐		
19		☐		
	WATER – Other Information: Do you know of the following on the Property**:**			
20	Water heater: Number of _______________ Fuel type _______________ Capacity ___________	☐		
21	Water filter system: ☐ Owned ☐ Leased	☐		
22	Water softener: ☐ Owned ☐ Leased	☐		
23	Master Water Shutoff Location: __________________	☐		
24	Well metered	☐		
25	Well Pump: Date of last inspection _______________ Date of last service _______________	☐		
26	Galvanized pipe	☐		
27	Polybutylene pipe	☐		
28	Well Pump - ______ GPM __________ Date: _______________	☐		
29	Cistern water storage _______ gallons	☐		
30	Supplemental water purchased in past 2 years?			
31		☐		

H.	**SOURCE OF WATER & WATER SUPPLY** Do you know of the following on the Property:
1	Type of water supply: ☐ Public ☐ Community ☐ Well ☐ Shared Well ☐Other ☐ None If the Property is served by a Well, a copy of the Well Permit ☐ **Is** ☐ **Is Not attached**. Well Permit #: _______________________ Drilling Records ☐ **Are** ☐ **Are Not** attached. Shared Well Agreement ☐ **Yes** ☐ **No**. The **Water Provider** for the Property can be contacted at: Name: _______________________ Address: _______________________ Web Site: _______________________ Phone No.: _______________________ ☐ There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: **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.**

I.	**SEWER** If you know of any problems **EVER EXISTING** with the following, check the "Yes" column:	**Yes**	**Comments**
1	Sewage system (including sewer lines)	☐	
2	Lift station (sewage ejector pump)	☐	
3		☐	
4		☐	
	SEWER – Other Information: Do you know of the following on the Property**:**		

5	Type of sanitary sewer service: ☐ Public ☐ Community ☐ Septic System ☐ None ☐ Other ____ If the Property is served by an on-site septic system, provide buyer with a copy of the permit. Type of septic system: ☐ Tank ☐ Leach ☐ Lagoon	☐	
6	Sewer service provider: _________________________________	☐	
7	Sewer line scoped? Date: _______________	☐	
8	If a septic system, date latest Individual Use Permit issued: ___________________	☐	
9	If a septic system, date of latest inspection: __________________	☐	
10	If a septic system, date of latest pumping: ___________________	☐	
11	Gray water storage/use	☐	
12		☐	

J.	**FLOODING AND DRAINAGE** If you know of any problems **EVER EXISTING** with the following on the Property, check the "Yes" column:	**Yes**	**Comments**
1	Flooding or drainage	☐	
2		☐	
3		☐	
	DRAINAGE AND RETENTION PONDS – Other Information Do you know of the following on the Property:		
4	Drainage, retention ponds	☐	
5		☐	

K.	**OTHER DISCLOSURES – IMPROVEMENTS** If you know of any problems **NOW EXISTING** with the following, check the "Yes" column:	**Yes**	**Comments**
1	Included fixtures and equipment	☐	
2	Stains on carpet	☐	
3	Floors	☐	
4		☐	
5		☐	

II. GENERAL

L.	**USE, ZONING & LEGAL ISSUES** If you know of any of the following **EVER EXISTING,** check the "Yes" column:	**Yes**	**Comments**
1	Zoning violation, variance, conditional use, violation of an enforceable PUD, or non-conforming use	☐	
2	Notice or threat of condemnation proceedings	☐	
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved	☐	

4	Notice of zoning action related to the Property	☐	
5	Building code, city, or county violations	☐	
6	Violation of restrictive covenants or owners' association rules or regulations	☐	
7	Any building or improvements constructed within the past one year before this Date without approval by the owner's association or its designated approving body	☐	
8	Any additions or alterations made with a Building Permit	☐	
9	Any additions or non-aesthetic alterations made without a Building Permit	☐	
10	Other legal action	☐	
11	Any part of the Property leased to others (written or oral)	☐	
12	Used for short-term rentals in the past year	☐	
13	Grandfathered conditions or uses	☐	
14		☐	
15		☐	

M.	**ACCESS & PARKING** If you know of any of the following **EVER EXISTING** check, the "Yes" column:	**Yes**	**Comments**
1	Any access problems, issues or concerns	☐	
2	Roads, trails, paths, or driveways through the Property used by others	☐	
3	Public highway or county road bordering the Property	☐	
4	Any proposed or existing transportation project that affects or is expected to affect the Property	☐	
5	Encroachments, boundary disputes, or unrecorded easements	☐	
6	Shared or common areas with adjoining properties	☐	
7	Requirements for curb, gravel/paving, landscaping	☐	
8	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year	☐	
9		☐	
10		☐	

N.	**ENVIRONMENTAL CONDITIONS** If you know of any of the following **EVER EXISTING** on any part of the Property, check the "Yes" column:	**Yes**	**Comments**
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge methane, mill tailings, solvents, or petroleum products	☐	
2	Underground storage tanks	☐	
3	Aboveground storage tanks	☐	
4	Underground transmission lines	☐	
5	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill	☐	
6	Monitoring wells or test equipment	☐	
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property	☐	

8	Mine shafts, tunnels, or abandoned wells on the Property	☐	
9	Within a governmentally designated geological hazard or sensitive area	☐	
10	Within a governmentally designated floodplain or wetland area	☐	
11	Dead, diseased, or infested trees or shrubs	☐	
12	Environmental assessments, studies, or reports done involving the physical condition of the Property	☐	
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells	☐	
14	Smoking inside improvements (including garages, unfinished space, or detached buildings) on Property	☐	
15	Animals kept in the residence	☐	
16	Other environmental problems, issues or concerns	☐	
17	Odors	☐	
18		☐	
19		☐	

O.	**RADON** If you know of any of the following **EVER EXISTING,** check the "Yes" column:	**Yes**	**Comments**
1	Radon test(s) conducted on the Property. Include the most recent records and reports pertaining to radon concentrations within the Property.	☐	
2	Radon concentrations detected or mitigation or remediation performed. Provide a full description.	☐	
3	Radon mitigation system installed on Property. Provide all information known by Seller about the radon mitigation system.	☐	
4		☐	
5		☐	

P.	**COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY** If you know of any of the following **NOW EXISTING,** check the "Yes" column:	**Yes**	**Comments**
1	Property is part of an owners' association	☐	
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented	☐	
3	Problems or defects in the Common Elements or Limited Common Elements of the Association Property	☐	
	COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY If you know of any of the following **EVER EXISTED,** check the "Yes" column:		
4	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or unit)	☐	
5		☐	
6		☐	

	COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY – Other Information: Name of the Owner's Associations governing the Property:		Contact Information:
7	Owner's Association #1: ___________________________	☐	
8	Owner's Association #2: ___________________________	☐	
9	Owner's Association #3: ___________________________	☐	
10	Owner's Association #4: ___________________________	☐	

Q.	GENERAL DISCLOSURES If you know of any of the following **EVER EXISTING,** check the "Yes" column:	Yes	Comments
1	Written reports of any building, site, roofing, soils, water, sewer, or engineering investigations or studies of the Property	☐	
2	Any property insurance claim submitted (whether paid or not)	☐	
3	Structural, architectural, and engineering plans and/or specifications for any existing improvements	☐	
4	Property was previously used as a methamphetamine laboratory and not remediated to state standards	☐	
5	Government special improvements approved, but not yet installed, that may become a lien against the Property	☐	
6	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property	☐	
7	Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions	☐	
8	Property is located in a historic district	☐	
9		☐	
10		☐	
	GENERAL – Other Information:		
11	Location of Mailbox and No. ___________________	☐	
12		☐	

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advisable. This SPD is **not** intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Seller acknowledges that Broker will disclose to any prospective buyer all adverse material facts actually known by Broker, including but not limited to adverse material facts pertaining to the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances.

In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose any such new adverse material fact to Buyer.

The information contained in this SPD has been furnished by Seller, who certifies it was answered truthfully, based on **Seller's CURRENT ACTUAL KNOWLEDGE**.

Seller	Date	Seller	Date

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters are satisfactory to Buyer:
   a. the physical condition of the Property;
   b. the presence of mold or other biological hazards;
   c. the presence of rodents, insects, and vermin including termites;
   d. the legal use of the Property, including zoning and legal access to the Property;
   e. the availability and source of water, sewer, and utilities;
   f. the environmental and geological condition of the Property;
   g. the presence of noxious weeds; and
   h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.
2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to investigate or inspect the Property or inclusions when this SPD is filled in and signed.
3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.
4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.
5. Whether any item is included or excluded is determined by the Contract between Buyer and Seller and not this SPD.
6. Seller does not warrant that the Property or inclusions are fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.
7. Buyer receipts for a copy of this SPD.

Buyer	Date	Buyer	Date

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-6-21)
(Mandatory 1-22)

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

LEAD-BASED PAINT DISCLOSURE (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

____

Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty adjusted for inflation for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

1. Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
   - ☐ Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
   - ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

     ____

     ____
3. Records and reports available to Seller (check one box below):
   - ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
   - ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

     ____

     ____

Buyer's Acknowledgment

4. Buyer has read the Lead Warning Statement above and understands its contents.
5. Buyer has received copies of all information, including any records and reports listed by Seller above.
6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
7. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
8. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
   - ☐ Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of § 10 of the Contract to Buy and Sell Real Estate; or
   - ☐ Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date
Real Estate Licensee (Listing)	Date	Real Estate Licensee (Selling)	Date

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.e **Discussion/Action** **Meeting Date:** March 12, 2025 **Initiated By:** Raelynn Ferrera **Department:** Administration

AGENDA ITEM
Resolution 25-26: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT BETWEEN THE TOWN OF FIRESTONE AND PORCHLIGHT REAL ESTATE GROUP LLC FOR 12623 CANOE STREET FIRESTONE COLORADO.

RECOMMENDATION
Approval of Resolution 25-26

APPROVAL/DENIAL OPTIONS
Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY
This resolution will allow Town staff to work with Porch Light Real Estate Group, specifically Broker Kristee Lee, to list and sell the house at 12623 Canoe Street.

Kristee Lee has completed eight real estate transactions in Firestone, including three in the Barefoot Lakes community. Additionally, the PorchLight team has successfully handled 15 transactions in Barefoot Lakes.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION
At the January 22, 2025, Regular Board of Trustee meeting, the Board approved the option to purchase an agreement for the property located at 12623 Canoe Street, authorizing the Town manager to take the necessary steps to complete the purchase of the real property.

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:
- Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS
1. Res 25-26 Exclusive Right to Sell and Listing Contract
2. 12623 Canoe Street Firestone EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT
3. Addendum Exclusive Right To Sell Listing Agreement

RESOLUTION NO. 25-26

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AN EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT BETWEEN THE TOWN OF FIRESTONE AND PORCHLIGHT REAL ESTATE GROUP LLC FOR 12623 CANOE STREET FIRESTONE COLORADO

WHEREAS, the Town of Firestone ("Town") is in need of professional brokerage services to sell the property located at 12623 Canoe Street Firestone Colorado; and

WHEREAS, PorchLight Real Estate Group LLC has the skill and experience to provide such services for the Town; and

WHEREAS, Staff recommend approval of the Contract which is in the form approved by the Colorado Real Estate Commission and includes the amendments as set forth in the Addendum which is attached hereto and made a part of the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The Exclusive Right to Sell Listing Contract between the Town of Firestone and PorchLight Real Estate Group LLC including the Addendum is approved in substantially the same form as attached hereto and made a part of this Resolution.

INTRODUCED, READ AND ADOPTED this __ day of March, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATTEST:

____
Miriam Luna Gonzalez, CMC, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

PorchLight Real Estate Group
Kristy Lee
Ph: 303-733-5335
Fax: 303-736-7523

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC50-8-24) (Mandatory 8-24).

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

Compensation charged by brokerage firms is not set by law and is fully negotiable.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, OR TRANSACTION-BROKERAGE.

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

☒ SELLER AGENCY ☐ TRANSACTION-BROKERAGE

Date: ***2/24/2025***

1. AGREEMENT. Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Seller. Seller agrees to pay Brokerage Firm as set forth in this Seller Listing Contract.

2. BROKER AND BROKERAGE FIRM.

☒ **2.1. Multiple-Person Firm.** If this box is checked, Broker (as defined below) is the individual designated by Brokerage Firm to serve as the broker of Seller and to perform the services for Seller required by this Seller Listing Contract. If more than one individual is so designated, then references in this Seller Listing Contract to Broker include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm, or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

☐ **2.2. One-Person Firm.** If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm who serve as the Broker of Seller and perform the services for Seller required by this Seller Listing Contract.

3. DEFINED TERMS.

3.1. Seller: ***Town of Firestone***

3.2. Brokerage Firm: ***PorchLight Real Estate Group***

3.3. Broker: ***Kristy Lee***

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

LOT 13 BLOCK 5 BAREFOOT LAKES FG #2

known as No. ***12623 Canoe Street Firestone, CO 80504*** ,

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.

☐ **3.5. Affordable Housing.** If this box is checked, Seller represents, to the best of Seller's actual knowledge, the Property **IS** part of an affordable housing program. If this box is **NOT** checked, Seller represents that Property is **NOT** part of an affordable housing program.

3.6. Sale; Lease.

3.6.1. A “Sale” of the Property is the voluntary transfer or exchange of any interest in the Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the Property.

☐ **3.6.2.** If this box is checked, Seller authorizes Broker to negotiate a lease of the Property. “Lease of the Property” or “Lease” means any agreement between the Seller and a tenant to create a tenancy or leasehold interest in the Property.

3.7. Listing Period. The Listing Period of this Seller Listing Contract begins on ***3/12/2025*** , and continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2) ***12/31/2025*** , and any written extensions (Listing Period). Broker must continue to assist in the completion of any Sale or Lease of the Property for which compensation is due and payable to Brokerage Firm under § 7 of this Seller Listing Contract.

3.8. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation “N/A” or the word “Deleted” means not applicable. The abbreviation “MEC” (mutual execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.

3.9. Day; Computation of Period of Days, Deadline.

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

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

4. BROKERAGE RELATIONSHIP.

4.1. If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller’s limited agent (Seller’s Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

4.2. In-Company Transaction – Different Brokers. When Seller and buyer in a transaction are working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

4.3. In-Company Transaction – One Broker. If Seller and buyer are both working with the same Broker, Broker must function as:

4.3.1. Seller’s Agent. If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:

4.3.1.1. Seller Agency Unless Brokerage Relationship with Both. Broker represents Seller as Seller’s Agent and must treat the buyer as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker’s relationship with Seller. However, if Broker delivers to Seller a written Change of Status that Broker has a brokerage relationship with the buyer then Broker is working with both Seller and buyer as a Transaction Broker. If the box in § 4.3.1.2. (**Seller Agency Only**) is checked, § 4.3.1.2. (**Seller Agency Only**) applies instead.

☐ **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller’s Agent and must treat the buyer as a customer.

4.3.2. Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working with the same Broker, Broker must continue to function as a Transaction-Broker.

5. BROKERAGE DUTIES. Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's Agent, must perform the following **"Uniform Duties"** when working with Seller:

5.1 Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

5.1.1. Performing the terms of any written or oral agreement with Seller;

5.1.2. Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for Sale;

5.1.3. Disclosing to Seller adverse material facts actually known by Broker;

5.1.4. Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

5.1.5. Accounting in a timely manner for all money and property received; and

5.1.6. Keeping Seller fully informed regarding the transaction.

5.2. Broker must not disclose the following information without the informed consent of Seller:

5.2.1. That Seller is willing to accept less than the asking price for the Property;

5.2.2. What the motivating factors are for Seller to sell the Property;

5.2.3. That Seller will agree to financing terms other than those offered;

5.2.4. Any material information about Seller unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or

5.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

5.3. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Seller, or use such information to the detriment of Seller.

5.4. Brokerage Firm may have agreements with other sellers to market and sell their properties. Broker may show alternative properties not owned by Seller to other prospective buyers and list competing properties for sale.

5.5. Broker is not obligated to seek additional offers to purchase the Property while the Property is subject to a contract for Sale.

5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made by a buyer.

5.7. Seller understands that Seller is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Seller.

5.8. When asked, Broker ☒ **Will** ☐ **Will Not** disclose to prospective buyers and cooperating brokers the existence of offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer, Broker must first obtain the Seller's written consent.

6. ADDITIONAL DUTIES OF SELLER'S AGENT. If the Seller Agency box at the top of page 1 is checked, Broker is Seller's Agent, with the following additional duties:

6.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

6.2. Seeking a price and terms that are set forth in this Seller Listing Contract; and

6.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO BUYER BROKERAGE FIRM. Seller agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property.

7.1. Amount. In consideration of the services to be performed by Broker, Seller agrees to pay

Brokerage Firm as follows:

7.1.1. Sale Compensation. (1) ***6*** % of the gross purchase price or (2) ***n/a***, in U.S. dollars.

7.1.1.1. If buyer's brokerage firm: (i) procures a buyer; and (ii) the transaction results in a closing of the Sale of the Property to such buyer, Seller's Brokerage Firm may enter into a compensation agreement with buyer's brokerage firm to contribute from the Sale Compensation an amount of ***2.8***% of the gross purchase price or $***n/a***, in U.S. dollars to buyer's brokerage firm.

7.1.1.2. If Seller agrees to pay the buyer's brokerage firm pursuant to the contract between buyer and Seller, Seller's compensation to Seller's Brokerage Firm will be reduced by that amount not to exceed the buyer's brokerage firm compensation set forth in §7.1.1.1.

7.1.2. Lease Compensation. If the box in § 3.6.2. is checked, Brokerage Firm will be paid a fee equal to (1) ***n/a*** % of the gross rent under the lease, or (2) ***n/a***, in U.S. dollars, payable as follows: ***n/a***. Brokerage Firm agrees to contribute from the Lease Compensation to tenant's brokerage firm an amount of ***n/a*** % of the gross rent or ***n/a***, in U.S. dollars if: (i) tenant's brokerage firm procures the tenant; and (ii) the tenant enters into a lease with owner or owner's agent for the Property.

7.1.3. Other Compensation.

n/a

7.2. When Earned. Such compensation is earned upon the occurrence of any of the following:

7.2.1. Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

7.2.2. Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as specified in this Seller Listing Contract; or

7.2.3. Any Sale (or Lease if § 3.6.2. is checked) of the Property within ***30*** calendar days after the Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). However, Seller ☒ **Will** ☐ **Will Not** owe the compensation to Brokerage Firm under this § 7.2.3. if a compensation is earned by another licensed brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this § 7.2.3., then Seller does not owe the compensation to Brokerage Firm.

7.3. When Applicable and Payable. The compensation obligation applies to a Sale made during the Listing Period or any extension of such original or extended term. The compensation described in § 7.1.1. is payable at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller) then on the contracted date of closing, as contemplated by § 7.2.1. or § 7.2.3., or upon fulfillment of § 7.2.2. where the offer made by such buyer is not accepted by Seller.

8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor Brokerage Firm, except as set forth in § 7, will accept compensation from any other person or entity in connection with the Property without the written consent of Seller. Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive mark-ups or other compensation for services performed by any third party or affiliated business entity unless Seller signs a separate written consent for such services.

9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES (MLS) AND MARKETING. Seller has been advised by Broker of the advantages and disadvantages of various marketing methods, including advertising and the use of multiple listing services (MLS) and various methods of making the Property accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.) and whether some methods may limit the ability of another broker to show the Property. After having been so advised, Seller has chosen the following:

9.1. MLS/Information Exchange.

9.1.1. The Property ☒ **Will** ☐ **Will Not** be submitted to one or more MLS and ☒ **Will** ☐ **Will Not** be submitted to one or more property information exchanges. If submitted, Seller authorizes Broker to provide a copy of this Seller Listing Contract to the MLS or information exchange, if requested, timely provide notice of any listing status change (e.g.: active, under contract, pending, sold) to such MLS and information exchanges, and, upon transfer of deed from Seller to buyer, provide all required sales information to such MLS and information exchanges.

9.1.2. Seller authorizes the use of electronic and all other marketing methods except: ***n/a***

9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if any.

9.1.4. The Property Address ☒ **Will** ☐ **Will Not** be displayed on the Internet.

9.1.5. The Property Listing ☒ **Will** ☐ **Will Not** be displayed on the Internet.

9.2. Property Access.

9.2.1. Broker may access the Property by:

☐ Electronic Lock Box ☒ Manual Lock Box

☐ ***n/a***

Other instructions:
n/a

9.2.2. Other than Broker, Seller further authorizes the following persons to access the Property using the method described in § 9.2.1.

☒ Actively Licensed Real Estate Brokers ☒ Licensed Appraisers
☐ Unlicensed Broker Assistants ☐ Unlicensed Inspectors
☒ Other: ***Porchlight Field Services***

9.3. Broker Marketing.

9.3.1. The following specific marketing tasks will be performed by Broker:
Broker shall: Provide a professional staging consultation, stage property if vacant with company owned materials and provide light cleaning of property. Property will be professionally photographed and appraiser measured for creation of a detailed floor plan. Prepare a high quality, detailed "magazine quality" property brochure. Provide detailed listing information through Metrolist Matrix multiple listing service. Syndicate listing information to Realtor.com and other real estate related internet real estate information websites. Install Porchlight sign with brochure box to include "bookmark" brochures for public information. With owner approval, make property available for "open houses" . Manage showings and provide feedback from showing agents.

9.3.2. Seller authorizes videos and pictures of both the interior and exterior of the Property except:
n/a

9.4. Marketing Termination. Broker and Brokerage Firm may discontinue using any marketing materials if, in Brokerage Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of litigation or a complaint regarding the use of such marketing material. Upon expiration of the Listing Period and request from Seller, Broker will use reasonable efforts to remove information submitted to the MLS and/or information exchanges. Seller understands that information submitted to either the MLS or information exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker from any liability for Broker's inability to remove the information.

10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.

10.1. Negotiations and Communication. Seller agrees to conduct all negotiations for the Sale or Lease of the Property only through Broker and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants, or any other source during the Listing Period of this Seller Listing Contract.

10.2. Advertising. Seller agrees that any advertising of the Property by Seller (e.g., Internet, print, and signage) must first be approved by Broker.

10.3. No Existing Listing Agreement. Seller represents that Seller ☐ **Is** ☒ **Is Not** currently a party to any listing agreement with any other broker to sell the Property. Seller further represents that Seller ☐ **Has**

☒ **Has Not** received a list of "Submitted Prospects" pursuant to a previous listing agreement to sell the Property with any other broker.

10.4. Ownership of Materials and Consent. Seller represents that all materials (including all photographs, renderings, images, videos, or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized and grants to Broker, Brokerage Firm, and any MLS (that Broker submits the Property to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required as well as the publishing, display, and reproduction of such material, compilation, and data. This license survives the termination of this Seller Listing Contract. Unless agreed to otherwise, all materials provided by Broker (photographs, renderings, images, videos, or other creative items) may not be used by Seller for any reason.

10.5. Colorado Foreclosure Protection Act. The Colorado Foreclosure Protection Act (Act) generally applies if (1) the Property is residential, (2) Seller resides in the Property as Seller's principal residence, (3) buyer's purpose in purchase of the Property is not to use the Property as buyer's personal residence, and (4) the Property is in foreclosure or buyer has notice that any loan secured by the Property is at least thirty (30) days delinquent or in default. If all requirements 1, 2, 3, and 4 are met and the Act otherwise applies, then a contract between buyer and Seller for the sale of the Property that complies with the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and buyer, the Act does not apply. It is recommended that Seller consult with an attorney.

11. PRICE AND TERMS. The following Price and Terms are acceptable to Seller:

11.1. Price. U.S. $ ***TBD***

11.2. Terms. ☒ **Cash** ☒ **Conventional** ☒ **FHA** ☒ **VA** ☐ **Other:** ***n/a***

11.3. Loan Discount Points.

n/a

11.4. Buyer's Closing Costs (FHA/VA). Seller must pay closing costs and fees, not to exceed $ ***0.00***, that Buyer is not allowed by law to pay, for tax service and ***n/a***.

11.5. Earnest Money. Minimum amount of earnest money deposit U.S. $ ***7000*** in the form of ***Good Funds***

11.6. Seller Proceeds. Seller will receive net proceeds of closing as indicated: ☐ **Cashier's Check** at Seller's expense; ☒ **Funds Electronically Transferred (Wire Transfer)** to an account specified by Seller, at Seller's expense; or ☐ **Closing Company's Trust Account Check** . Wire and other frauds occur in real estate transactions. Any time Seller is supplying confidential information such as social security numbers or bank account numbers, Seller should provide the information in person or in another secure manner.

11.7. FIRPTA. Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal Revenue Service (IRS) may require a substantial portion of Seller's proceeds be withheld after Closing when Seller is a foreign person. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation and authorizes Broker to disclose such status. 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.

11.8. Colorado Withholding. If Seller is not exempt, 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.

12. DEPOSITS. Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a proposed contract for the Sale of the Property. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing of the contract for the Sale of the Property.

13. INCLUSIONS AND EXCLUSIONS.

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

13.1.1. Inclusions – Attached. If attached to the Property on the date of this Seller Listing Contract, the following items are included unless excluded under §13.2. (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 ***all*** remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under §13.1.6. (Leased Items)): ☒ None ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Seller Listing Contract, such additional items are also included.

13.1.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Seller Listing Contract, the following items are included unless excluded under §13.2. (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.

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

To be determined once seller takes possession with transfer of deed.

13.1.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

n/a

13.1.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

13.1.6. Leased Items.

13.1.6.1. The following leased items are part of the transaction:

n/a

13.1.6.2. Lease Documents. Seller agrees to supply to buyer, as will be set forth in the final contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease, leased item, cost, and other terms including requirements imposed upon a buyer if buyer is assuming the leases.

13.2. Exclusions. The following are excluded (Exclusions):

All staging furniture and decor.

13.3. Trade Fixtures. The following trade fixtures are included:

n/a

The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except ***n/a***. Conveyance will be by bill of sale or other applicable legal instrument.

13.4. Parking and Storage Facilities. The use or ownership of the following parking facilities: ***Attached garage***; and the use or ownership of the following storage facilities:

n/a

13.5. Water Rights/Well Rights.

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

n/a

Seller agrees to convey any deeded water rights by a good and sufficient ***n/a*** deed at Closing.

☐ **13.5.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 13.5.1., 13.5.3., and 13.5.4.:

n/a

☐ **13.5.3. Well Rights.** The Well Permit # is ***n/a***.

☐ **13.5.4. Water Stock Certificates.** The water stock certificates are as follows:

n/a

13.6. Growing Crops. The following growing crops:

n/a

14. TITLE AND ENCUMBRANCES.

14.1. Seller Representation. Seller represents that title to the Property is solely in Seller's name.

14.2. Delivery of Documents. Seller must deliver to Broker true copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's possession and must disclose all easements, liens, and other encumbrances, if any, on the Property, of which Seller has knowledge.

14.3. Conveyance. In case of Sale, Seller agrees to convey the Property, by a good and sufficient: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ ***n/a*** deed. If title will be conveyed using a special warranty deed or a general warranty deed, unless otherwise specified in § 28 (Additional Provisions) below, title will be conveyed "subject to statutory exceptions" as defined in § 38-30-113, C.R.S. Seller's conveyance of the Property to a buyer will convey only that title Seller has in the Property.

14.4. Monetary Encumbrances. Property must be conveyed free and clear of all taxes, except the general taxes for the year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows:

n/a

If the Property has been or will be subject to any governmental liens for special improvements installed at the time of signing a contract for the Sale of the Property, Seller is responsible for payment of same, unless otherwise agreed.

14.5. Tenancies. The Property will be conveyed subject to the following leases and tenancies for possession of the Property:

n/a

15. EVIDENCE OF TITLE. Seller agrees to furnish buyer, at Seller's expense unless the parties agree in writing to a different arrangement, a current commitment and an owner's title insurance policy in an amount equal to the Purchase Price as specified in the contract for the Sale of the Property, or if this box is checked, ☐ **An Abstract of Title** certified to a current date.

16. ASSOCIATION ASSESSMENTS. Seller represents that the amount of the regular owners' association assessment is currently payable at approximately $***90*** per ***month*** and that there are no unpaid regular or special assessments against the Property except the current regular assessments and except ***n/a***. Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a current statement of assessments against the Property.

17. POSSESSION. Possession of the Property will be delivered to buyer as follows: ***Upon successful delivery of deed and funding.***, subject to leases and tenancies as described in § 14.

18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.

18.1. Broker's Obligations. Colorado law requires a broker to disclose to any prospective buyer all adverse material facts actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property which are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property.

18.2. Seller's Obligations.

18.2.1. Seller's Property Disclosure Form. Seller ☒ **Agrees** ☐ **Does Not Agree** to provide on or before the sale contract's respective deadline a Seller's Property Disclosure form completed to Seller's current, actual knowledge. Colorado law requires Seller to disclose certain facts regardless of whether Seller is providing a Seller's Property Disclosure form. Typically, the contract requires disclosure of adverse material facts actually known by Seller.

18.2.2. Lead-Based Paint. Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given to any potential buyer in a timely manner.

18.2.3. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Seller understands 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, prior to offering the Property for sale or lease.

18.2.4. Condition of Property. The Property will be conveyed in the condition existing as of the date of the contract for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.

19. DEFAULT; RIGHT TO CANCEL. If any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

19.1. If Broker is in Default. In the event the Broker fails to substantially perform under this Seller Listing Contract, Seller has the right to cancel this Seller Listing Contract, including all rights of Brokerage Firm to any compensation. Any rights of Seller to damages, if any, that accrued prior to cancellation will survive such cancellation.

19.2. If Seller is in Default. In the event the Seller fails to substantially perform under this Seller Listing Contract to include Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Seller Listing Contract upon written notice to Seller. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation, to include Brokerage Firm's damages, if any.

19.3. Additional Rights of Brokerage Firm to Cancel. Brokerage Firm may cancel this Seller Listing Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate or inspect the Property and no duty to verify statements made, Brokerage Firm has the right to cancel this Seller Listing Contract if any of the following are unsatisfactory: (1) the physical condition of the Property or Inclusions, (2) any proposed or existing transportation project, road, street or highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property. In the event Brokerage Firm exercises its right to cancel under this provision, Brokerage Firm waives all rights to pursue damages.

20. FORFEITURE OF PAYMENTS. In the event of a forfeiture of payments made by a buyer, the sums received will be: (1) ☒ paid to Seller in its entirety; (2) ☐ divided between Brokerage Firm and Seller, one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to Seller; (3) ☐ Other: ***n/a*** If no box is checked in this Section, choice (1), paid to Seller in its entirety, applies. Any forfeiture of payment under this Section will not reduce any Brokerage Firm compensation owed, earned and payable under § 7.

21. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate buyer's brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products or services unless Seller agrees in writing to pay for them promptly when due (e.g., surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Unless otherwise agreed, neither Broker nor Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Seller.

22. DISCLOSURE OF SETTLEMENT COSTS. Seller acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors, and title companies).

23. MAINTENANCE OF THE PROPERTY. Neither Broker nor Brokerage Firm is responsible for maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such damage is caused by their negligence or intentional misconduct.

24. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective buyers because of their inclusion in a “protected class” as defined by federal, state, or local law. “Protected classes” include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital status, familial status, physical or mental disability, handicap, religion, military status, hair style/texture, national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental information about the prospective buyer if such information would disclose a buyer’s protected class(es). However, any financial, employment or credit worthiness information about the buyer received by Broker will be submitted to Seller. Seller understands and agrees that the Broker may not violate federal, state, or local fair housing laws.

25. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Seller acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.

26. MEDIATION. If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is not resolved, the parties must first proceed in good faith to submit the matter 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. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party to the other at the other party’s last known address.

27. ATTORNEY FEES. In the event of any arbitration or litigation relating to this Seller Listing Contract, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

28. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

1. Exclusive Right To Sell Listing Agreement is contingent upon a successful closing and transfer of deed between Roohallah Mobarez and the Town of Firestone.

2. As part of the PorchLight Marketing services, Seller authorizes certain professionals such as a stager, cleaners, photographer, and measurer, to enter the property with an appointment via lockbox, but without being accompanied by the listing broker. Seller understands and acknowledges that Porchlight will send Seller a calendar for services. Seller understands that if they cancel or reschedule any service with less than 24 business hours (1 full business day) notice, prior to the scheduled service time for any reason, Seller will be charged a rescheduling fee of $150 for each service rendered incomplete. Seller acknowledges that from time to time nail holes and other minimal marks may be left in the house due to moving furniture and staging the property, the Seller agrees not to hold PorchLight liable for such minimal damages.

3. In the event Seller terminates the Listing Agreement prior to the listing expiration, Seller agrees to pay PorchLight Real Estate Group for the Listing Services rendered for the transaction. In this event, a bill will be presented to the Seller within seven (7) business days, and payment will be due upon receipt.

4. In the event that the listing agreement is canceled, withdrawn from the MLS, or the listing agreement expires then Seller agrees to provide access to the property for 5 business days after such event to allow for the removal of any staging, accessories or signage that has been provided by Porchlight.

5. Both seller and broker agree that the market date shall be the date that the property is entered into the MLS system as active. Seller and broker may also decide to utilize the "coming soon" period (up to 7 days prior to active date) and understand this is for digital marketing to begin but showings cannot occur until the MLS active date.

29. ATTACHMENTS. The following are a part of this Seller Listing Contract:
square footage disclosure, sellers property, definitions of working relationships, lead based paint, source of water, closing instructions, wire fraud disclosure

30. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Seller Listing Contract is deemed to inure to the benefit of any person other than Seller, Broker, and Brokerage Firm.

31. NOTICE, DELIVERY AND CHOICE OF LAW.

31.1. Physical Delivery and Notice. Any document or notice to Brokerage Firm or Seller must be in writing, except as provided in § 31.2. and is effective when physically received by such party, or any individual named in this Seller Listing Contract to receive documents or notices for such party.

31.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Brokerage Firm or Seller, or any individual named in this Seller Listing Contract to receive documents or notices for such party, at the electronic address of the recipient by facsimile, email or ***CTMe***.

31.3. 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.

31.4. Choice of Law. This Seller Listing 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.

32. MODIFICATION OF THIS SELLER LISTING CONTRACT. No subsequent modification of any of the terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

33. COUNTERPARTS. This Seller Listing Contract may be executed by each of the parties, separately, and when so executed by all the parties, such copies taken together are deemed to be a full and complete contract between the parties.

34. ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties and any prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.

35. COPY OF CONTRACT. Seller acknowledges receipt of a copy of this Seller Listing Contract signed by Broker, including all attachments.

Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm

Seller:

____ Date: __________

Seller: ***Town of Firestone***

By: Don Jr. Conyac, Mayor

Brokerage Firm:

____ Date: ***2/24/2025***

Broker's Name: ***Kristy Lee***

Brokerage Firm’s Name: ***PorchLight Real Estate Group***

Brokerage Firm Address: ***2500 Arapahoe Ave, Suite 210 Boulder, CO 80302***

Broker Phone No.: ***303-733-5335*** Broker Fax No.: ***303-736-7523***

Broker Email Address: ***kristylee.ffh@porchlightgroup.com***

LC50-8-24 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

ADDENDUM

AMENDMENT OF EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT BETWEEN THE TOWN OF FIRESTONE AND PORCHLIGHT REAL ESTATE GROUP LLC

WHEREAS, the Town of Firestone ("Town") and PorchLight Real Estate Group LLC desire to enter into an Exclusive Right-To-Sell Listing Contract ("Contract"); and

WHEREAS, in accordance with Section 32 of the Contract, the parties may amend the Contract by a writing signed by the parties; and

WHEREAS the Town desires to amend the Contract to include certain terms and conditions set forth in the Town's standard contract form.

NOW, THEREFORE, THE PARTIES APPROVE THE FOLLOWING AMENDMENTS TO THE EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT AS SET FORTH HEREIN.

1) Governmental Immunity. The Town and its officers, officials and employees are relying upon and do not waive by any provision of the Contract the monetary limitations and other rights, immunities and protections provided them pursuant to the Colorado Governmental Immunity Act C.R.S. 24-10-101et seq. as may be amended.
2) Annual Appropriation. In accordance with Article X Sec. 20 of the Colorado Constitution any financial obligation of the Town not performed in the current fiscal year is subject to annual appropriation by the Town's Board of Trustees.
3) Severability. If any term, covenant or condition of this Contract is deemed by a court of competent jurisdiction to be invalid, void or unenforceable the remining provisions of this Contract shall be binding upon the parties.
4) No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the parties shall not constitute a waiver of any other terms and conditions of this Contract.
5) Assignment. Neither the Contract nor any rights or obligations of the parties shall be assigned by either party absent the written consent of the other.
6) Force Majeure. Neither party shall be in breach of this Contract if such party's failure to perform any obligation set forth in the Contract is due to a force majeure event which includes, for example acts of god, floods, storms, fires, terrorist attacks, strikes, riots, labor disputes, epidemics or pandemics.
7) Venue. In accordance with Sec. 31.4 of the Contract venue for any legal action shall be the District Court of Weld County, Colorado.

TOWN OF FIRESTONE

____
Don Conyac Jr., Mayor

ATTEST:

____
Miriam Luna Gonzalez, CMC, Town Clerk

APPROVED AS TO FORM:

____
William P. Hayashi, Town Attorney

PORCHLIGHT REAL ESTATE GROUP, LLC.

____
Kristy Lee, Broker

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.f **Discussion/Action** **Meeting Date:** March 12, 2025 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM
Town Attorney Interviews

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the [Ordinance or Resolution].
Approval with Conditions: The Board moves to approve the [Ordinance or Resolution], listing the Board's conditions.
Denial: The Board moves to deny the [Ordinance or Resolution].
No Action: The Board provides staff with specific instructions to modify the [Ordinance or Resolution] and return at a future date.

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:

ATTACHMENTS
None