

RESOLUTION NO. 1186

**A RESOLUTION OF THE GOLDEN CITY COUNCIL APPROVING
A CONTRACT FOR SALE OF CITY OWNED PROPERTY AT 17531
SOUTH GOLDEN ROAD TO BINK'M COMPANY, LLC**

WHEREAS, City Council by Ordinance 1496 authorized the conveyance of certain real property owned by the City and located at 17531 South Golden Road; and

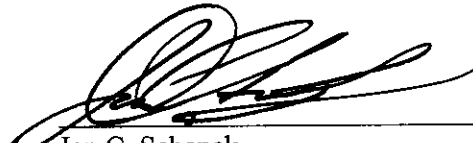
WHEREAS, Ordinance 1496 requires approval by City Council Resolution of an agreement for sale of said real property.

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

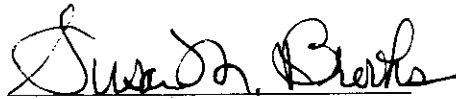
Section 1. The Contract for Sale of the City owned property at 17531 South Golden Road with BINK'M Company, LLC is approved substantially in the form attached hereto as Exhibit A. The Mayor is authorized to execute the agreement on behalf of the City, upon final approval of the form of the agreement by the City Attorney.

Section 2. The Mayor and City Attorney are authorized to execute all documents of conveyance necessary to effectuate the sale of said property.

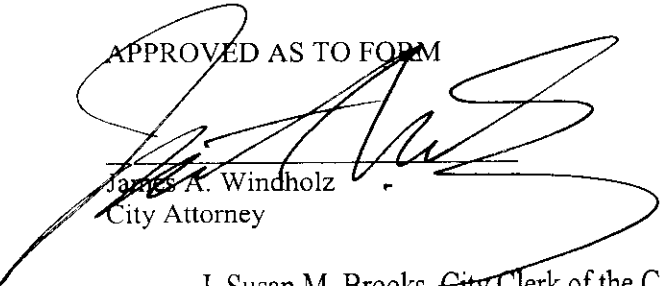
Adopted the 22nd day of February, 2001.


Jan C. Schenck
Mayor

ATTEST:


Susan M. Brooks, CMC/AEE
City Clerk

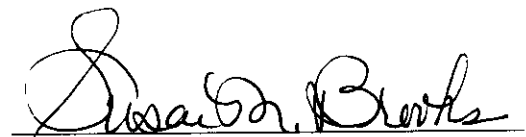
APPROVED AS TO FORM


James A. Windholz
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular meeting thereof held on the 22nd day of February, A.D., 2001.

(SEAL)

ATTEST:


Susan M. Brooks, City Clerk of the City of
Golden, Colorado



1515 Arapahoe Street, #1200
 Denver, CO 80202
 Phone: (303) 292-3700
 Fax: (303) 534-8270

The printed portions of this form except italicized/differentiated additions, have been approved by the Colorado Real Estate Commission.

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
 (VACANT LAND—FARM—RANCH) (CASH AT CLOSING)**

Date: February 1, 2001

1. AGREEMENT. Buyer agrees to buy and the undersigned Seller agrees to sell the Property defined below on the terms and conditions set forth in this contract.

2. DEFINED TERMS.

a. Buyer. Buyer, BINK'M Company LLC, a Wyoming limited liability company, With Right to Assign, will take title to the real property described below as Joint Tenants Tenants In Common Other _____.

b. Property. The Property is the following legally described real estate:
A parcel of land situated in Section 35, Township 3 South, Range 70 West of the 6th P.M., County of Jefferson, State of Colorado; the exact legal description to be determined by survey;

in the County of Jefferson, Colorado, commonly known as

No. _____ 17531 South Golden Road _____ Golden _____ CO _____ 80401
 Street Address City State Zip

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

c. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 5a	Loan Application Deadline	---
2	§ 5b	Loan Commitment Deadline	---
3	§ 5c	Buyer's Credit Information Deadline	---
4	§ 5c	Disapproval of Buyer's Credit Deadline	---
5	§ 5d	Existing Loan Documents Deadline	---
6	§ 5d	Objection to Existing Loan Deadline	---
7	§ 5d	Approval of Loan Transfer Deadline	---
8	§ 5a	Appraisal Deadline	---
9	§ 7a	Title Deadline	10 days from MEC
10	§ 7a	Survey Deadline	45 days from MEC
11	§ 7h	Document Request Deadline	Requested upon MEC
12	§ 8a	Title Objection Deadline	15 days from MEC
13	§ 8b	Off-Record Matters Deadline	10 days from MEC
14	§ 8b	Off-Record Matters Objection Deadline	15 days from MEC
15	§ 10	Seller's Property Disclosure Deadline	10 days from MEC
16	§ 10a	Inspection Objection Deadline	45 days from MEC
17	§ 10b	Resolution Deadline	50 days from MEC
18	§ 11	Closing Date	10 days from the satisfaction or waiver of all contingencies
			Date of Closing
19	§ 16	Possession Date	---
20	§ 16	Possession Time	---
21	§ 28	Acceptance Deadline Date	February 8, 2001
22	§ 28	Acceptance Deadline Time	---

d. Attachments. The following exhibits, attachments and addenda are a part of this contract:
Addendum for Additional Provisions; Seller's Property Disclosure

e. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" means not applicable

3. INCLUSIONS AND EXCLUSIONS.

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

(1) Fixtures. If attached to the Property on the date of this contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, sprinkler systems and controls, and
 None

(2) Other Inclusions. If on the Property whether attached or not on the date of this contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, storage sheds, and all keys. Check applicable box(es) if included: Smoke/Fire Detectors, Security Systems; and
 None

Buyer [Signature]

Seller _____

- (3) Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:
N/A
- (4) Water Rights. The following legally described water rights:
Any appurtenant to the Property owned by Seller.
- (5) Growing Crops. With respect to the growing crops, Seller and Buyer agree as follows:
N/A

b. Instruments of Transfer. The Inclusions are to be conveyed at Closing free and clear of all taxes, liens and encumbrances, except as provided in § 12. Conveyance shall be by bill of sale or other applicable legal instrument(s). Any water rights shall be conveyed by special warranty deed or other applicable legal instrument(s).

c. Exclusions. The following attached fixtures are excluded from this sale:
None

4. PURCHASE PRICE AND TERMS. The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	\$ 250,000.00	
2	§ 4a	Earnest Money		\$ 5,000.00
3	§ 4b	New Loan		---
4	§ 4c	Assumption Balance		---
5	§ 4d	Seller or Private Financing		---
6	§ 4e	Cash at Closing		245,000.00
7		TOTAL	\$ 250,000.00	\$ 250,000.00

a. Earnest Money. The Earnest Money set forth in this Section, in the form of a check, is part payment of the Purchase Price and shall be payable to and held by Fuller and Company, in its trust account, on behalf of both Seller and Buyer. The parties authorize delivery of the Earnest Money deposit to the Closing Company, if any, at or before Closing.

b. New Loan. [Omitted—Not Applicable]

c. Assumption. [Omitted—Not Applicable]

d. Seller or Private Financing. [Omitted—Not Applicable]

e. Cash at Closing. All amounts paid by Buyer at Closing including Cash at Closing, plus Buyer's closing costs, shall be in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

5. FINANCING CONDITIONS AND OBLIGATIONS.

a. Loan Application. [Omitted—Not Applicable]

b. Loan Commitment. [Omitted—Not Applicable]

c. Credit Information. [Omitted—Not Applicable]

d. Existing Loan Review. [Omitted—Not Applicable]

6. APPRAISAL PROVISIONS.

a. Appraisal Condition. This subsection a. Shall Shall Not apply.

Buyer shall have the sole option and election to terminate this contract if the Purchase Price exceeds the Property's valuation determined by an appraiser engaged by _____ The contract shall terminate by Buyer giving Seller written notice of termination and either a copy of such appraisal or written notice from lender which confirms the Property's valuation is less than the Purchase Price, received on or before the Appraisal Deadline (§ 2c). If Seller does not receive such written notice of termination on or before the Appraisal Deadline (§ 2c), Buyer waives any right to terminate under this subsection.

b. Cost of Appraisal. Cost of any appraisal to be obtained after the date of this contract shall be timely paid by Buyer Seller.

7. EVIDENCE OF TITLE.

a. Evidence of Title; Survey. On or before Title Deadline (§ 2c), Seller shall cause to be furnished to Buyer, at Seller's expense, a current commitment for owner's title insurance policy in an amount equal to the Purchase Price or if this box is checked, An Abstract of title certified to a current date. If a title insurance commitment is furnished, it Shall Shall Not commit to delete or insure over the standard exceptions which relate to:

- (1) parties in possession,
- (2) unrecorded easements,
- (3) survey matters,
- (4) any unrecorded mechanics' liens,
- (5) gap period (effective date of commitment to date deed is recorded), and
- (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.

Any additional premium expense to obtain this additional coverage shall be paid by Buyer Seller. An amount not to exceed \$ _____ for the cost of any improvement location certificate or survey shall be paid by Buyer Seller. If the cost exceeds this amount, See Section 24c, shall pay the excess on or before Closing. The improvement location certificate or survey shall be received by Buyer on or before Survey Deadline (§ 2c). Seller shall cause the title insurance policy to be delivered to Buyer as soon as practicable at or after Closing.

b. Copies of Exceptions. On or before Title Deadline (§ 2c), Seller, at Seller's expense, shall furnish to Buyer (1) a copy of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) if a title insurance commitment is required to be furnished, and if this box is checked Copies of any Other Documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these documents pursuant to this subsection if requested by Buyer any time on or before the Document Request Deadline (§ 2c). This requirement shall pertain only to documents as shown of record in the office of the clerk and recorder(s). The abstract or title insurance commitment, together with any copies or summaries of such documents furnished pursuant to this Section, constitute the title documents (Title Documents).

8. TITLE.

a. Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Seller on or before Title Objection Deadline (§ 2c), or within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

b. Matters Not Shown by the Public Records. Seller shall deliver to Buyer, on or before Off-Record Matters Deadline (§ 2c) true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(ies) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of

Buyer and given to Seller on or before Off-Record Matters Objection Deadline (§ 2c). If Seller does not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

c. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS 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. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

In the event the Property is located within a special taxing district and Buyer desires to terminate this contract as a result, if written notice is received by Seller on or before Off-Record Matters Objection Deadline (§ 2c), this contract shall then terminate. If Seller does not receive Buyer's notice by such date, Buyer accepts the effect of the Property's inclusion in such special taxing district(s) and waives the right to so terminate.

d. Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) or commitment terms as provided in § 8a or b above, Seller shall use reasonable effort to correct said items and bear any nominal expense to correct the same prior to Closing. If such unsatisfactory title condition(s) are not corrected on or before Closing, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before Closing, waive objection to such items.

e. 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, area, zoning, unrecorded easements and claims of easements, leases and other unrecorded agreements, and various laws and governmental regulations concerning land use, development and environmental matters. THE SURFACE ESTATE MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE DOES NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL RIGHTS. THIRD PARTIES MAY HOLD INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE PROPERTY. Such matters may be excluded from the title insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this contract (e.g., Title Objection Deadline [§ 2c] and Off-Record Matters Objection Deadline [§ 2c]).

9. LEAD-BASED PAINT. Unless exempt, if the improvements on the Property include one or more residential dwelling(s) for which a building permit was issued prior to January 1, 1978, this contract shall be void unless a completed Lead-Based Paint Disclosure (Sales) form is signed by Seller and the required real estate licensee(s), which must occur prior to the parties signing this contract.

10. PROPERTY DISCLOSURE AND INSPECTION. On or before Seller's Property Disclosure Deadline (§ 2c), Seller agrees to provide Buyer with a written disclosure of adverse matters regarding the Property completed by Seller to the best of Seller's current actual knowledge.

a. Inspection Objection Deadline. Buyer shall have the right to have inspection(s) of the physical condition of the Property and Inclusions, at Buyer's expense. If the physical condition of the Property or Inclusions is unsatisfactory in Buyer's subjective discretion, Buyer shall, on or before Inspection Objection Deadline (§ 2c):

- (1) notify Seller in writing that this contract is terminated, or
- (2) provide Seller with a written description of any unsatisfactory physical condition which Buyer requires Seller to correct (Notice to Correct).

If written notice is not received by Seller on or before Inspection Objection Deadline (§ 2c), the physical condition of the Property and Inclusions shall be deemed to be satisfactory to Buyer.

b. Resolution Deadline. If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Resolution Deadline (§ 2c), this contract shall terminate one calendar day following the Resolution Deadline (§ 2c), unless before such termination Seller receives Buyer's written withdrawal of the Notice to Correct.

c. Damage; Liens; Indemnity. Buyer is responsible for payment for all inspections, surveys, engineering reports or for any other work performed at Buyer's request and shall pay for any damage which occurs to the Property and Inclusions as a result of such activities. Buyer shall not permit claims or liens of any kind against the Property for inspections, surveys, engineering reports and for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller in connection with any such inspection, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney fees. The provisions of this subsection shall survive the termination of this contract.

11. CLOSING. Delivery of deed(s) from Seller to Buyer shall be at Closing (Closing). Closing shall be on the date specified as the Closing Date (§ 2c) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by mutual agreement between the parties.

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

- a. those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with § 8a [Title Review],
- b. distribution utility easements,
- c. those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with § 8b [Matters Not Shown by the Public Records], and
- d. inclusion of the Property within any special taxing district, and
- e. the benefits and burdens of any declaration and party wall agreements, if any, and
- f. other _____

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

14. CLOSING COSTS; DOCUMENTS AND SERVICES. Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items required to be paid at Closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or reasonably required documents at or before Closing. Fees for real estate Closing services shall be paid at Closing by One-Half by Buyer and One-Half by Seller Buyer Seller Other _____

The local transfer tax of _____ % of the Purchase Price shall be paid by Buyer Seller. Any sales and use tax that may accrue because of this transaction shall be paid when due by Buyer Seller.

15. PRORATIONS. The following shall be prorated to Closing Date, except as otherwise provided:
a. Taxes. Personal property taxes, if any, and general real estate taxes for the year of Closing, based on The Taxes for the Calendar Year Immediately Preceding Closing The Most Recent Mill Levy and Most Recent Assessment Other _____;
b. Rents. Rents closing on Rents Actually Received Accrued. Security deposits held by Seller shall be credited to Buyer. Seller shall assign all leases to Buyer and Buyer shall assume such leases.
c. Other Prorations. Water, sewer charges; and interest on continuing loan(s), if any; and other similar items _____
d. Final Settlement. Unless otherwise agreed in writing, these prorations shall be final.

16. POSSESSION. Possession of the Property shall be delivered to Buyer on Possession Date and Possession Time (§ 2c), subject to the following leases(s) and tenancy(s):
None

If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of \$ 100.00 per day from the Possession Date (§ 2c) until possession is delivered.

17. ~~NOT ASSIGNABLE. This contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.~~

18. **CONDITION OF, AND DAMAGE TO PROPERTY AND INCLUSIONS.** Except as otherwise provided in this contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this contract, ordinary wear and tear excepted.

a. **Casualty; Insurance.** In the event the Property or Inclusions shall be damaged by fire or other casualty prior to Closing, in an amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the same before the Closing Date (§ 2c). In the event such damage is not repaired within said time or if the damages exceed such sum, this contract may be terminated at the option of Buyer by delivering to Seller written notice of termination. Should Buyer elect to carry out this contract despite such damage, Buyer shall be entitled to a credit, at Closing, for all the insurance proceeds resulting from such damage to the Property and Inclusions payable to Seller but not the owners' association, if any, plus the amount of any deductible provided for in such insurance policy, such credit not to exceed the total Purchase Price.

b. **Damage; Inclusions; Services.** Should any Inclusion(s) or service(s) (including systems and components of the Property, e.g. heating, plumbing, etc.) fail or be damaged between the date of this contract and Closing or possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) 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(s), service(s) or fixture(s) is not the responsibility of the owners' association, if any, less any insurance proceeds received by Buyer covering such repair or replacement.

c. **Walk-Through; Verification of Condition.** Buyer, upon reasonable notice, shall have 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 document, Buyer and Seller acknowledge that the Selling Company or the Listing Company has advised that this document has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this contract.

20. **TIME OF ESSENCE AND REMEDIES.** Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

a. If Buyer is in Default:

(1) **Specific Performance.** Seller may elect to treat this contract as canceled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

(2) **Liquidated Damages.** All payments and things of value received hereunder shall be forfeited by Buyer and retained on behalf of Seller and both parties shall thereafter be released from all obligations hereunder. It is agreed that such payments and things of value are LIQUIDATED DAMAGES and (except as provided in subsection c) are SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this contract. Seller expressly waives the remedies of specific performance and additional damages.

b. If Seller is in Default: Buyer may elect to treat this contract as canceled, in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

c. **Cost and Expenses.** In the event of any arbitration or litigation relating to this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

21. **MEDIATION.** If a dispute arises relating to this contract, prior to or after Closing, and is not resolved, the parties shall 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 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, shall terminate in the event the entire dispute is not resolved 30 calendar days from the date written notice requesting mediation is sent by one party to the other(s). This Section shall not alter any date in this contract, unless otherwise agreed.

22. **EARNEST MONEY DISPUTE.** Notwithstanding any termination of this contract, Buyer and Seller agree that, in the event of any controversy regarding the Earnest Money and things of value held by broker or Closing Company (unless mutual written instructions are received by the holder of the Earnest Money and things of value), broker or Closing Company shall not be required to take any action but may await any proceeding, or at broker's or Closing Company's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

23. **TERMINATION.** In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to §§ 10c, 21 and 22.

24. **ADDITIONAL PROVISIONS.** (The language of these additional provisions has not been approved by the Colorado Real Estate Commission.)

See attached Addendum for Additional Provisions.

25. **ENTIRE AGREEMENT; SUBSEQUENT MODIFICATION; SURVIVAL.** This contract constitutes the entire contract 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 shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this contract which, by its terms, is intended to be performed after termination or Closing shall survive the same.

26. **FACSIMILE.** Signatures May May Not be evidenced by facsimile. Documents with original signatures shall be provided to the other party at Closing, or earlier upon request of any party.

27. **NOTICE.** Except for the notice requesting mediation described in § 21, any notice to Buyer shall be effective when received by Buyer or by Selling Company and any notice to Seller shall be effective when received by Seller or Listing Company.

28. **NOTICE OF ACCEPTANCE; COUNTERPARTS.** This proposal shall 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 § 27 on or before Acceptance Deadline Date and Acceptance Deadline Time (§ 2c). If accepted, this document shall become a contract between Seller and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

BINK'M COMPANY LLC,
a Wyoming limited liability company

Buyer
By: *Gay A. Martin*

Title: *J. Menager*

Date of Buyer's Signature: _____

Buyer's Address: 8890 West 26th Avenue, #300
Lakewood, CO 80215

Buyer's Telephone No: (303) 202-9449 ext. 101

Buyer's Fax No: (303) 202-9559

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 29]

CITY OF GOLDEN, a Colorado municipal corporation

Seller

By Jan C. Schenck, Mayor

Date of Seller's Signature: _____

Seller's Address: 911 Tenth Street
Golden, CO 80401

Seller's Telephone No: (303) 384-8097

Seller's Fax No: (303) 384-8161

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

END OF CONTRACT

NOTE: Closing Instructions should be signed on or before Title Deadline.

BROKER ACKNOWLEDGMENTS. The undersigned Broker(s) acknowledges receipt of the Earnest Money deposit specified in § 4 and, while not a party to the contract, agrees to cooperate upon request with any mediation conducted under § 21.

Selling Company Brokerage Relationship. The Selling Company and its licensees have been engaged in this transaction as
 Buyer Agent Seller Agent/Subagent Dual Agent Transaction-Broker.
Listing Company Brokerage Relationship. The Listing Company and its licensees have been engaged in this transaction as
 Seller Agent Dual Agent Transaction-Broker.

BROKERS' COMPENSATION DISCLOSURE.

Selling Company's compensation or commission is to be paid by:

Buyer Seller Listing Company Other _____

(To be completed by Listing Company) Listing Company's compensation or commission is to be paid by:

Buyer Seller Other _____

Selling Company: Fuller and Company
Name of Company

By: _____
Signature Kittie L. Hook Date

By: _____
Signature Esther A. Kettering Date

Selling Company's Address: 1515 Arapahoe Street, Suite 1200, Denver, CO 80202
Selling Company's Telephone No: (303) 292-3700
Selling Company's Fax No: (303) 534-8270

Listing Company: Fuller and Company
Name of Company

By: _____
Signature Kittie L. Hook Date

By: _____
Signature Esther A. Kettering Date

Listing Company's Fax No: (303) 534-8270

Buyer [Signature]

Seller _____

ADDENDUM

To that certain Contract to Buy and Sell Real Estate (Vacant Land) dated February 1, 2001, by and between BINK'M Company LLC, as Buyer, and City of Golden, as Seller, concerning certain real property located at 17531 South Golden Road, Golden, Colorado. If any provision in the printed form of said contract is inconsistent with any provision contained herein, then and in that event the provision contained in this Addendum shall control.

24. ADDITIONAL PROVISIONS:

- a. Inspection. Section 10 shall be amended by the addition of the following language: The term "inspection" shall include but not be limited to an inspection of the Property, an inspection of the Inclusions, and a determination of the existence or nonexistence of PCB transformers, radon gas, hazardous or toxic substances, and/or underground storage tanks in or on the Property.
- b. Hazardous Materials/ADA Disclosure. The parties acknowledge that the Property may contain materials that may have been or may be in the future determined to be toxic, hazardous or undesirable ("Hazardous Materials"), and may need to be specifically treated or removed. In addition, the Property may have been subjected to underground or above-ground storage tanks or may have been contaminated by other sources. Current and future federal, state and local laws may require the cleanup of the Hazardous Materials at the expense of those parties who have been in the chain of title of ownership of the Property. The parties further acknowledge that the Property may be subject to the Americans With Disabilities Act ("ADA"), a federal law, which requires, among other matters, that tenants and/or owners of "public accommodations" remove barriers in order to make the Property accessible by disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons. The parties acknowledge that Fuller and Company recommends that all current and future owners and tenants with respect to the Property seek the advice of knowledgeable legal counsel, architects, environmental engineers, and other consultants in connection with determining the existence or nonexistence of Hazardous Materials and complying with the requirements of the ADA.
- c. Survey. Within forty-five (45) calendar days from MEC ("Survey Deadline"), Seller shall furnish to Buyer, at Seller's expense, a current monumented or pinned Improvement Survey Plat ("Survey") prepared by a land surveyor licensed in the State of Colorado. The Survey shall be certified to Seller, Buyer, Fuller and Company and the title insurance company and performed on the Property and shall show thereon the correct legal description; acreage and square footage; location of all fences, hedges or walls on or within two (2) feet of all sides of all boundaries of the Property; all boundary line dimensions; the dimension and location of all improvements; any and all ditches, easements, rights-of-way, and adjacent roadways, if any; and the location of all visible utilities on the Property and all underground utilities for which there is visible surface evidence. The Survey shall reflect all exceptions to title (where applicable) as reflected on the title commitment and shall disclose that a physical inspection on the Property revealed no improvements situated upon or adjacent to the Property are the subject of any encroachments, and that no easements or rights-of-way have been physically violated in any respect. In the event the items reflected in the Survey are not in conformance with the provisions of this paragraph and written notice of Buyer's objections is received by Seller or the Listing Company within five (5) calendar days from the date of receipt of said Survey by Buyer, Seller shall have a period of five (5) calendar days from the date of receipt of said notice in which to cure any such defects. In the event such defects are not cured within said five (5) calendar-day period, this contract shall terminate at Buyer's option. If said written notice of Buyer's objections to the Survey is not received by Seller or the Listing Company or if Buyer elects to waive the objections to the Survey, the Survey shall be accepted and this contract shall remain in full force and effect.

- d. Site and Signage Approval. The Closing of this contract is contingent upon Buyer, with the full cooperation of Seller and subject to the reasonable approval of Seller, obtaining preliminary site approval from the City of Golden and preliminary approval to place a free-standing monument sign, which shall comply with the sign codes of the City of Golden, in addition to signage placed on the building façade (collectively "City Approval"), at Buyer's expense. Buyer shall proceed with due diligence to obtain the City Approval. The term "due diligence" shall mean the prompt attention to all matters, including but not limited to the filing of all required applications, preparation of all reports, drawings or other materials required in the City Approval process, response to any inquiries made by governmental authorities, and the pursuit of all matters reasonably required to obtain the City Approval. In the event Buyer is unable to obtain said City Approval and written notice thereof is received by Seller or the Listing Company within sixty (60) calendar days from MEC ("City Approval Deadline"), this contract shall terminate. If said written notice is not received by Seller or the Listing Company on or before the City Approval Deadline, this contingency shall be waived and the contract shall remain in full force and effect.
- e. Contingency Extension. Buyer shall have the right to extend the City Approval Deadline set forth in Section 24d of this contract for one 30-calendar-day period ("Extension Period") provided Buyer notifies Seller or the Listing Company in writing of Buyer's intent to exercise the Extension Period at least ten (10) calendar days prior to the expiration of the City Approval Deadline.
- f. Property Documents Contingency. The Closing of this contract is subject to and expressly contingent upon the Buyer examining and approving the following documents pertaining to the Property ("Property Documents"):
- (i) Existing survey, and
 - (vi) Copies of any environmental, engineering or other studies made with regard to the Property.
- Seller shall deliver the Property Documents, in Seller's possession, to the Buyer within five (5) calendar days from MEC. If Buyer is not satisfied with the results of said examination of the Property Documents and written notice thereof is received by Seller or the Listing Company within five (5) calendar days from the date of receipt of the Property Documents, this contract shall terminate. If said written notice is not received by Seller or the Listing Company within the time period specified above, this contingency shall be waived and the contract shall remain in full force and effect.
- g. Assignment. Buyer shall have the right to assign to another party or to any business entity; and, in the event of such assignment, the assignee shall be substituted in all respects instead of and to the exclusion of Buyer. This contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.
- h. Calendar Days/Business Days. As used in this contract, the term "calendar days" shall be deemed to mean each and every day of the calendar year. The term "business days" shall be deemed to mean each and every day of the calendar year, excluding Saturdays, Sundays, and Federal or State holidays. In the event any date called for herein falls on a Saturday, Sunday or Federal or State holiday, said date shall be extended to the next business day following such Saturday, Sunday or Federal or State holiday.
- i. MEC. As used in this contract, the term "MEC" shall be defined as mutual execution of this contract.



1515 Arapahoe Street, #1200
 Denver, CO 80202
 Phone: (303) 292-3700
 Fax: (303) 534-8270

The printed portions of this form except unlined/differentiated additions, have been approved by the Colorado Real Estate Commission.

THIS DISCLOSURE SHOULD BE COMPLETED BY THE SELLER.

SELLER'S PROPERTY DISCLOSURE

Date: February 1, 2001

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. Broker may deliver a copy of this Disclosure to prospective buyers.

PROPERTY ADDRESS 17531 South Golden Road, Golden, CO

1. THE FOLLOWING ARE IN THE CONDITIONS INDICATED:

	NO/NOT INCLUDED	NOT WORKING	WORKING	DO NOT KNOW
a. APPLIANCES				
Built-in Vacuum System				
Clothes Dryer				
Dishwasher				
Disposal				
Freezer				
Gas Grill				
Hood				
Microwave Oven				
Range				
Refrigerator				
Room Air Conditioner				
T.V. Antenna/Dish				
Trash Compactor				
b. ELECTRICAL SYSTEM				
Air Purifier				
Burglar Alarm				
Ceiling Fan				
Garage Door Opener/Control(s)				
Inside Telephone Wiring and Bocks/Jacks				
Intercom				
Light Fixtures				
Sauna				
Smoke/Fire Alarm				
Switches & Outlets				
Telephone Instruments				
Vent Fan				
220 Volt Service				
c. HEATING AND COOLING SYSTEM				
Attic Fan				
Central Air Conditioning				
Evaporative Cooler				
Fireplace/Wood				
Fireplace/Gas				
Fireplace/Insert				
Furnace/Heat-Electric				
Furnace/Heat-Gas				
Humidifier				
Propane Tank				
Solar House-Heating				
Wood burning Stove				
d. WATER SYSTEMS				
Cistern				
Hot Tub				
Plumbing				
Pool				
Septic/Leaching Field				
Sump Pump				
Underground Sprinkler				
Water Heater/Electric				
Water Heater/Gas				
Water Heater/Solar				
Water Purifier				
Water Softener				
Well				
Well Permit #				

2. ROOF:

Age (if known):	Years	YES	NO	DO NOT KNOW
a. Does the roof leak?				
b. Is there present damage to the roof?				
c. Is the roof under warranty?				
d. Is the warranty transferable?				
e. Expiration date of warranty:				

3. ENERGY EFFICIENCY:

Has the Property had an Energy Rated Homes of Colorado (ERHC) Certificate?					
If yes, when was the Property rated?					
If yes, what was the rating?	1	2	3	4	5

4. HAZARDOUS CONDITIONS:

Are there any hazardous conditions on the Property such as:				
Methane gas?				
Lead-based paint?				
Radon gas in house or well?				
Radioactive material?				
Landfill?				
Mineshaft or tunnel?				
Expansive soil?				
Toxic materials				
Urea-formaldehyde foam insulation?				
Asbestos insulation?				

If yes to any of the above, explain under additional comments.
 The EPA encourages all buyers to test Property for radon.

5. OTHER DISCLOSURES:

a. Are the improvements connected to public:				
water system?				
sewer system?				
private/community water system?				
private/community sewer system?				
b. Do improvements have aluminum wiring?				
c. Are any trees or shrubs diseased or dead?				
d. Are there any encroachments?				
e. Are there any:				
zoning violations?				
building code violations?				
restrictive covenant violations?				
f. Is the present use a non-conforming use?				
g. Have you received any notices of any adverse conditions about the property from any governmental or quasi-governmental agency?				
h. Are there any structural problems with the improvements?				
i. Have any substantial additions or alterations been made to the Property without a required building permit?				
j. Are there moisture and/or water problems in basement or crawl space?				
k. Is there any damage due to wind, fire, flood, termites or rodents?				
l. Have you kept pets in the Property?				
m. When was fireplace/wood stove, chimney/ flue last cleaned? Date:				

6. ADDITIONAL COMMENTS AND/OR EXPLANATIONS
 (Use additional pages if necessary)

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof based on the Seller's current actual knowledge. Any important changes will be disclosed by Seller to buyer prior to closing. Seller hereby receipts for a copy of this Disclosure.

Buyer hereby receipts for a copy of this Disclosure.

CITY OF GOLDEN, a Colorado municipal corporation
Seller

By _____
Date

BINK'N COMPANY LLC, a Wyoming limited liability company
Buyer

By *Royce Martin* *2-2-01*
Date

Seller and Buyer understand that *Fuller and Company* (Broker's Firm Name) in no way warrants or guarantees the above information on the Property. Property inspection reports and/or home protection plans may be purchased. This form is not intended as a substitute for an inspection of the Property.