

**CONTRACT TO BUY AND SELL REAL ESTATE
(VACANT LAND)**

Effective Date: 2/24, 2023

1. PARTIES AND PROPERTY. Chad P. Moon and Jamie M. Moon, as joint tenants (collectively, "Buyer"), agree to buy, and Windy Ridge 1, LLC, a Colorado limited liability company ("Seller"), agrees to sell, on the terms and conditions set forth in this Contract, approximately 4 acres of vacant land in El Paso County, Colorado (the "Property"), which will be conveyed from the real property legally described as follows:

SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14,
TOWNSHIP 11 SOUTH RANGE 66 WEST OF THE 6TH P.M.

(known by El Paso County assessor no. 6100000503 and by street address as 4758 Silver Nell Drive, Colorado Springs, CO 80908). The Property will be legally created by an El Paso County-approved boundary line adjustment that Buyer, who owns a parcel of land adjacent to the Property, will be processing with a surveyor and the El Paso County (County) Planning Department.

2. PURCHASE PRICE AND TERMS. The purchase price shall be **Sixty Thousand and 00/100 Dollars** (\$60,000.00), payable as follows:

(a) **Earnest Money.** The sum of **One Thousand Five Hundred and 00/100 Dollars** (\$1,500.00) in the form of a personal check payable on behalf of Buyer as an earnest money deposit and partial payment of the purchase price, payable within two (2) business days following mutual execution of this Contract and payable to and held by Land Title Guarantee Company, 1755 Telstar Drive #503, Colorado Springs, CO 80920 ("Title Company"), in its trust account on behalf of both Seller and Buyer.

(b) **Cash at Closing.** **Sixty Thousand and 00/100 Dollars** (\$60,000.00), inclusive of the Earnest Money Deposit, to be paid by Buyer at closing in funds which comply with all applicable Colorado laws and Title Company policies, which include wire transfer funds, certified check, or cashier's check (Good Funds).

3. EVIDENCE OF TITLE. Seller shall cause the Title Company to furnish to Buyer a current commitment for an owner's title insurance policy in an amount equal to the purchase price (the "Title Commitment") on or before 7 days after the Effective Date of the Contract ("Title Deadline"). The Title Commitment shall be written to commit to delete or insure over the standard exceptions identified in Schedule B-2 of the Title Commitment, but only if Buyer decides to pay any additional premium expense for owner's extended coverage. The Title Commitment will include copies of all recorded documents referred to in the Title Commitment and that are listed in the schedule of exceptions ("Exceptions"). The title commitment, together with any copies or abstracts of instruments furnished pursuant to this Section constitute the title documents ("Title Documents"). Seller will pay for the title insurance policy that will be delivered to Buyer as soon as practicable after closing.

4. 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 7 days after the Title Deadline (the "Title Objection Deadline"), or within 5 days after receipt by Buyer of any Title Documents 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 Title Objection Deadline, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory, and all Exceptions not timely objected to by Buyer will be deemed "Permitted Exceptions".

Buyer shall deliver an updated legal description of the Property to the Title Company and Seller as soon as Buyer's surveyor completes the legal description and boundary line adjustment application that will be submitted to the County for approval. Upon the County's approval of the Buyer's application, Buyer shall deliver written evidence of the County's the boundary line adjustment to Seller and the Title Company. Title Company shall update the Title Commitment as needed.

(b) **Matters Not Shown by the Public Records.** Seller shall disclose to Buyer, on or before the Title Deadline set forth above, 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 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 the Title Objection Deadline. 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) **Right to Cure.** If Seller receives timely notice from Buyer of unmerchantability of title or any other unsatisfactory title condition as provided in subsection (a) or (b) above, Seller shall use good faith efforts to correct the unsatisfactory title condition prior to the Closing Date. If Seller fails to correct the unsatisfactory title condition, this Contract may be terminated by Buyer upon written notice of termination delivered to Seller prior to the closing. Upon such termination, the Title Company will release the Earnest Money to Buyer, and the parties will have no further obligation to each other under this Contract.

5. **INSPECTION.** Buyer or any designee shall have the right to inspect the physical condition of the Property, at Buyer's expense. If written notice of any unsatisfactory condition, signed by or on behalf of Buyer, is not received by Seller on or before 10 days after the Effective Date ("Objection Deadline"), the physical condition of the Property shall be deemed to be satisfactory to Buyer. If Buyer conducts any investigation activity on the Property, Buyer shall restore the Property to its condition existing prior to the investigation activity. Buyer hereby indemnifies and holds Seller harmless from any and all losses, costs or expenses (including lien and personal injury claims, settlement and reasonable attorney fees) which arise from Buyer's inspection and testing and which may be asserted against Seller or the Property.

6. DATE OF CLOSING. The date of closing (“Closing Date”) shall be no later than **fifteen (15) days** after the County Approval Date (as defined below), or by the parties’ mutual agreement on another date. The hour and place of closing shall be at the offices of the Title Company with the time designated by mutual agreement of the parties.

7. TRANSFER OF TITLE. Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions of this Contract, Seller shall execute and deliver a good and sufficient Special Warranty Deed to Buyer, at closing, conveying the Property free and clear of all liens and encumbrances, subject only to Statutory Exceptions.

8. CLOSING AND OTHER COSTS, DOCUMENTS AND SERVICES. Seller shall pay the costs associated with providing a title insurance policy for the Property. Buyer shall pay for any extended coverage or endorsements to the policy deemed necessary or desirable. All real estate recording and documentary fees payable in connection with the purchase and sale of the Property shall be paid by Buyer. Any fee for closing services charged by the Title Company shall be paid by Buyer. Buyer and Seller shall share equally in the attorney expenses to create this Contract. Buyer shall pay for all surveyor costs, County fees, recording fees and all other expenses incurred for processing the boundary line adjustment application with the County, which shall be paid directly and outside of the Closing. Except as provided in this paragraph, Buyer and Seller shall pay their own fees and expenses incurred in the preparation, execution and performance of their respective obligations under this Contract.

9. PRORATIONS. General taxes on the Property for the year of closing, based on the most recent mill levy and most recent assessment, shall be prorated to the Closing Date. All prorations shall be final.

10. POSSESSION. Possession of the Property shall be delivered to Buyer on the Closing Date.

11. CONDITION OF AND DAMAGE TO PROPERTY. Seller shall convey the Property in its "as is" condition existing on the Closing Date.

12. TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any payment due hereunder is not paid when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) **IF BUYER IS IN DEFAULT:** 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 under this Contract, except for any obligations that expressly survive termination. 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 cancelled, in which case all payments and things of value received hereunder shall be returned, or

Buyer may elect to treat this Contract as being in full force and effect and Buyer shall have the right to specific performance.

(c) **COSTS AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this Contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

13. APPROVAL OF BOUNDARY LINE ADJUSTMENT Buyer shall diligently proceed to submit an application for a boundary line adjustment for the Property at Buyer's sole expense. Seller shall cooperate with Buyer to the extent reasonably necessary for Buyer to process the application and obtain County approval ("County Approval"). Buyer shall not record any document in the El Paso County records or take any action that materially affects the Property without Seller's prior written consent. At least five (5) days prior to Buyer submitting any document to the County related to the Property and/or the boundary line adjustment affecting the Property, Buyer shall deliver a copy of the document to Seller, and shall cooperate to timely respond to and correct any Seller objections concerning the document prior to Buyer submitting the document to the County. If Buyer has not submitted an application by April 15, 2023 due to circumstances within Buyer's control, Buyer shall be deemed to be in default of this Contract, and Seller shall have the right to terminate this Contract and retain the Earnest Money Deposit as liquidated damages as provided in Section 12 (a) above.

14. MEDIATION. If a dispute arises relating to this Contract and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. The parties will jointly appoint a mediator and will share equally in the cost of such mediation. If the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one party to the other party, the mediation, unless otherwise agreed, shall terminate. This section shall not alter any date in this Contract unless otherwise agreed.

15. DISCLOSURES:

15.1 The following disclosure is included in accordance with Section 38-35.7-101, C.R.S. **SPECIAL TAXING DISTRICTS. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.**

15.2 SOURCE OF POTABLE WATER. As required by C.R.S.

Section 38-35.7-104, the following disclosure statement is required to be made in every contract for the purchase and sale of residential real property: There is no well or a water provider. SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

15.3 Disclosure of Oil and Gas Activity. In accordance with Colo. Rev. Stat. § 38-35.7-108, Seller makes the following disclosure:

THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT INCLUDE TRANSFER OF THE MINERAL ESTATE. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OR OTHER MINERALS UNDER THE SURFACE, AND THEY MAY ENTER AND USE THE SURFACE ESTATE TO ACCESS THE MINERAL ESTATE. THE USE OF THE SURFACE ESTATE TO ACCESS THE 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. THE OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THIS 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. THE PURCHASER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THIS PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

16. DISCLAIMER OF WARRANTIES. BUYER AND SELLER AGREE THAT THIS PROPERTY IS BEING SOLD “AS-IS, WHERE-IS, WITH ALL FAULTS” AND THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY.

17. GENERAL CONDITIONS.

17.1 ASSIGNMENT; BINDING EFFECT. This Contract is assignable by Buyer with Seller's prior written consent. This Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

17.2 CHOICE OF LAW AND JURISDICTION. This Contract and the rights and obligations of the parties under this Contract shall be governed by Colorado law. Jurisdiction and venue with respect to any dispute arising out of this Contract shall be with the applicable state court in El Paso County, Colorado.

17.3 TERMINATION. If this Contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations, subject to those matters that will survive termination of the Contract.

17.4 BROKERS The parties each represent to the other that no broker has been involved in the transaction addressed in this Contract and each party agrees to defend and indemnify the other party against any claim to a commission arising out of the indemnifying party's conduct.

17.5 NOTICE. Any notice to a party shall be effective when written notice is received by the party at the party's address printed below.

17.6 AMENDMENTS. No subsequent modification of any of the terms of this Contract shall be valid or enforceable unless made in writing and signed by the parties.

17.7 COUNTERPARTS / ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, and the signature pages combined to constitute one document. Electronically transmitted signatures will have the same force and effect as original signatures.

17.8 COMPUTATION OF DAYS. Reference to "days" in this Contract shall mean calendar days. Any deadline that falls on a weekend or federal holiday will be extended to the next business day.

17.9 ENTIRE AGREEMENT. This Contract constitutes the entire contract between the parties relating to the subject matter, and any prior agreements pertaining to the same subject matter, whether oral or written, have been merged and integrated into this Contract.

18. ADDITIONAL CONDITIONS: _____

[SIGNATURES ON NEXT PAGE]

THIS CONTRACT IS NOT A COLORADO REAL ESTATE COMMISSION APPROVED FORM.

BUYER ACKNOWLEDGES THAT JANE B. FREDMAN, LLC, COUNSEL FOR SELLER HAS PREPARED THIS CONTRACT ON BEHALF OF SELLER. BUYER IS ADVISED THAT THIS CONTRACT HAS IMPORTANT LEGAL CONSEQUENCES AND BUYER HAS BEEN ADVISED TO OBTAIN CONSULTATION WITH LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING THIS CONTRACT.

The Effective Date of this Contract will be the date the last of the parties signs below.

BUYER:

Chad P. Moon
Chad P. Moon

Jamie M. Moon
Jamie M. Moon

Date of signature: 2/24/2023

Date of signature: 2-24-23

Buyer's Address: 17640 Stepler Road, Colorado Springs, CO 80908

Telephone: 719-641-0466

Email: cm4runner00@gmail.com

SELLER:

Windy Ridge 1 LLC

By: Wendy L. Thompson
Wendy L. Thompson, Manager

Date of signature: 2/24/23

Seller's Address: 3206 Poinsetta Drive, Colorado Springs, CO 80907

Telephone: 719-314-5085

Email: wthom2016@gmail.com