

Business Meeting

Monday, November 17, 2025 4:30 PM

Steamboat Springs Middle School, 39610 Amethyst Dr, Steamboat Springs, CO 80487

1. **Business Meeting - Call to Order 4:30 pm**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Agenda Review - Approval of Agenda**

5. **Consent Agenda Items -**

Pursuant to Policies: EL-9: Treatment of Students, Parents and Community; EL-12: Staff Treatment; EL-4: Communication and Counsel to the Board; GP-1; GP-3:Board Job Description

5.1. Employment

5.2. Resignations

5.3. Substitute Teacher 2025-26

5.4. Substitute Paraprofessional 2025-26

5.5. Substitute Nurse and/or Health Technician 2025-26

5.6. Acknowledge Receipt of Quarterly Financials through September 30, 2025

6. **Approval of Minutes**

Pursuant to Policies: GP-1; GP-3

7. **Reports and Communications**

Pursuant to Policies: EL-4; GP-1;GP-3 and SSSD Strategic Plan

8. **Community Comments 5:30 pm Approximate Time**

Pursuant to Policies: GP-1: Governance Commitment; EL-9: Treatment of Students, Parents and Community; GP-15: Public Comment and Agenda Items at Board Meetings; GP-15-R: Regulations for Public Comment at Board Meetings. The Board Chair will call for Community Comment(s) relating to items/issues not on the current agenda. The Board Chair will begin by reading this statement:

9. **Board Member Updates/ Comments/Debrief -**

Pursuant to Policies: GP-1; GP-2; EL-4

10. **Plan for Future Meetings**

11. **Adjourn Business Meeting**

STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
November 17, 2025

AGENDA ITEM
EMPLOYMENT OF PERSONNEL

The administration is recommending the following candidates for the 2025-26 school year:

Background Information:

- Ann Henderson - SCE Math Club Sponsor 25-26
- Nikki O'Hara - SSMS long-term substitute 7th Grade Math/Science teacher
- Heidi Packard - SCE Math Club Sponsor 25-26
- Michael Pelkey - Transportation part-time mechanic

Recommended Action:

Resolved, that the Board of Education authorize the employment of the following individuals:

Soda Creek Elementary School :

Opening created by:

Student Need

- Ann Henderson - Math Club sponsor 25-26
- Heidi Packard - Math Club sponsor 25-26

Steamboat Springs Middle School :

Opening created by:

Gary Taylor - extended leave

- Nikki O'Hara - long-term substitute 7th grade math/science teacher - November 10, 2025 through June 3, 2026

Transportation Department :

Opening created by:

Kevin Hohman resignation

- Michael Pelkey - part-time mechanic

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
November 17, 2025**

**AGENDA ITEM
RESIGNATIONS**

Background Information:

Ian Anderson has resigned his position as the head hockey coach for Steamboat Springs High School effective November 12, 2025.

Bennett Colvin has resigned his position as a track coach for Steamboat Springs High School effective November 4, 2025.

Mike Nelson has resigned his position as an assistant hockey coach for Steamboat Springs High School effective November 3, 2025.

Recommended Action:

Resolved, that the Board of Education accept the resignations of:

Ian Anderson - coach
Bennett Colvin - coach
Mike Nelson - coach

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
November 17, 2025**

**AGENDA ITEM
SUBSTITUTE TEACHER FOR 2025-2026**

Background Information:

The following individual has made application for substitute teaching positions within the Steamboat Springs School District:

<u>Name</u>	<u>Endorsement</u>	<u>Lic/Expir.</u>	<u>Preference</u>
McKinnon, James		1 yr/10-29-26	K-12

Recommended Action:

Resolved, that the Board of Education approve the addition of the following substitute:

James McKinnon

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
November 17, 2025**

**AGENDA ITEM
SUBSTITUTE PARAPROFESSIONALS FOR 2025-2026**

Background Information:

The following individuals have made application for substitute paraprofessional positions within the Steamboat Springs School District:

Carolee Hall
Laura Sallah

Recommended Action:

Resolved, that the Board of Education approve the addition of the following substitutes:

Carolee Hall
Laura Sallah

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
November 17, 2025**

**AGENDA ITEM
SUBSTITUTE NURSE AND/OR HEALTH TECH FOR 2025-2026**

Background Information:

The following individual has made application for substitute nurse and/or health tech positions within the Steamboat Springs School District:

LeBlanc, Katherine - Health Tech
Riser, Tracy - Nurse

Recommended Action:

Resolved, that the Board of Education approve the addition of the following substitutes:

LeBlanc, Katherine - Health Tech
Riser, Tracy - Nurse

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
November 17, 2025**

**AGENDA ITEM
ACKNOWLEDGE RECEIPT OF QUARTERLY FINANCIALS
THROUGH September 30, 2025**

Background Information:

Pursuant to state financial transparency requirements, quarterly financials must be presented to the Board of Education for review at the end of each quarter. After Board review, the financial documents will be posted on the District website on the Financial Transparency page.

Recommended Action:

Resolved, that the Board of Education acknowledge receipt of the Quarterly Financials through September 30, 2025.

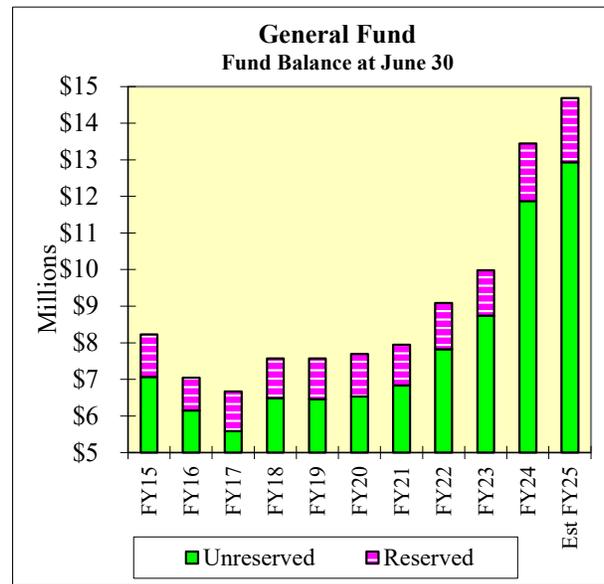
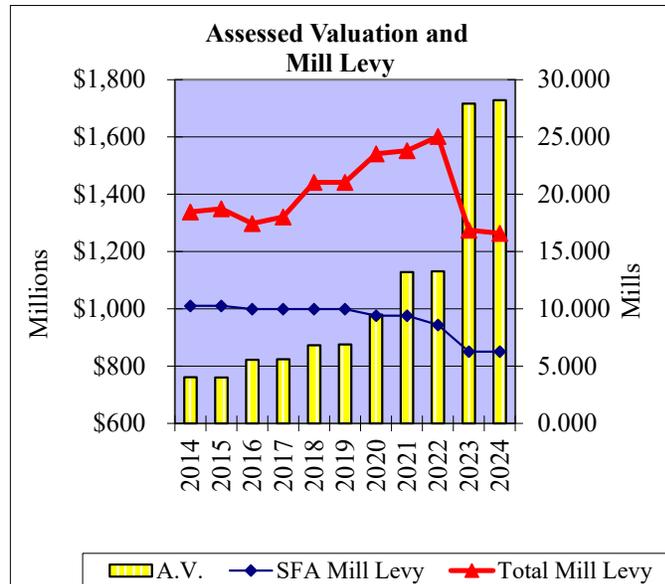
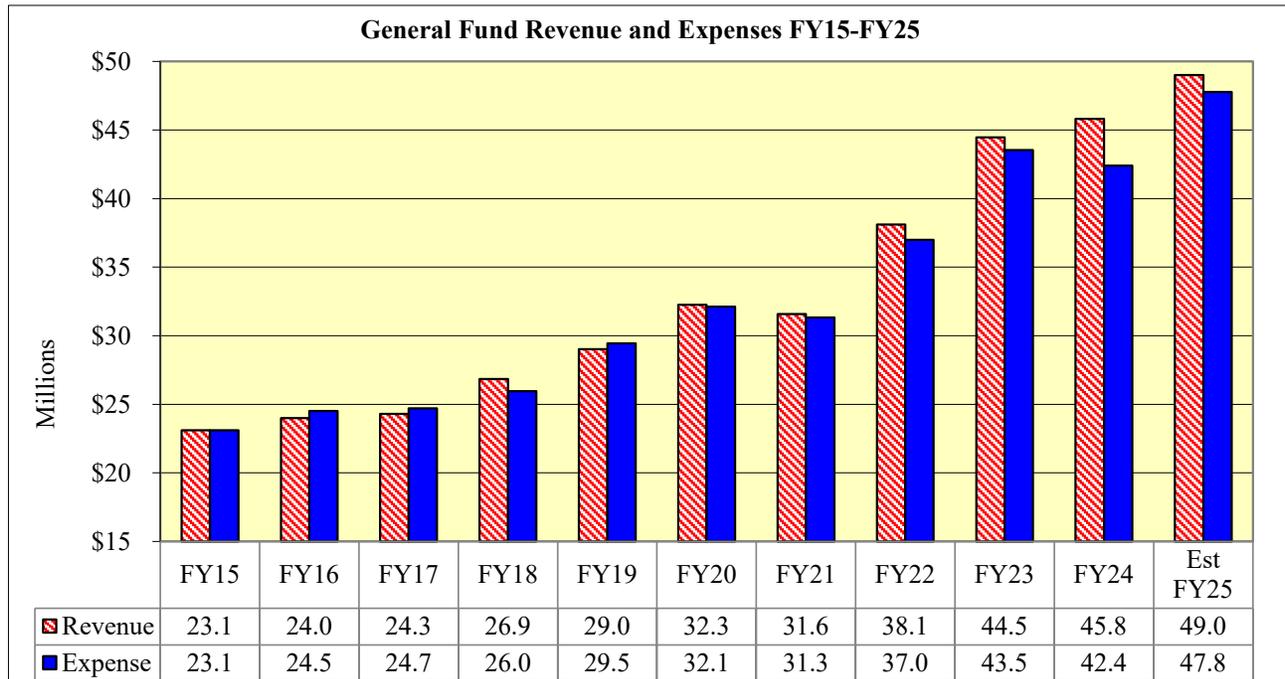
**STEAMBOAT SPRINGS SCHOOL DISTRICT
2025-2026**



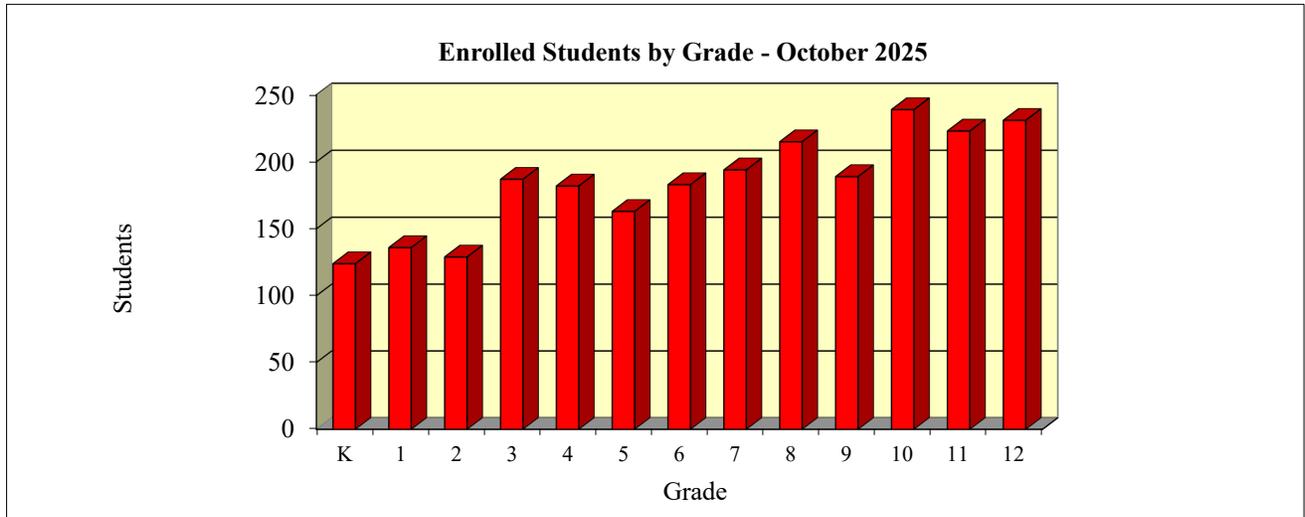
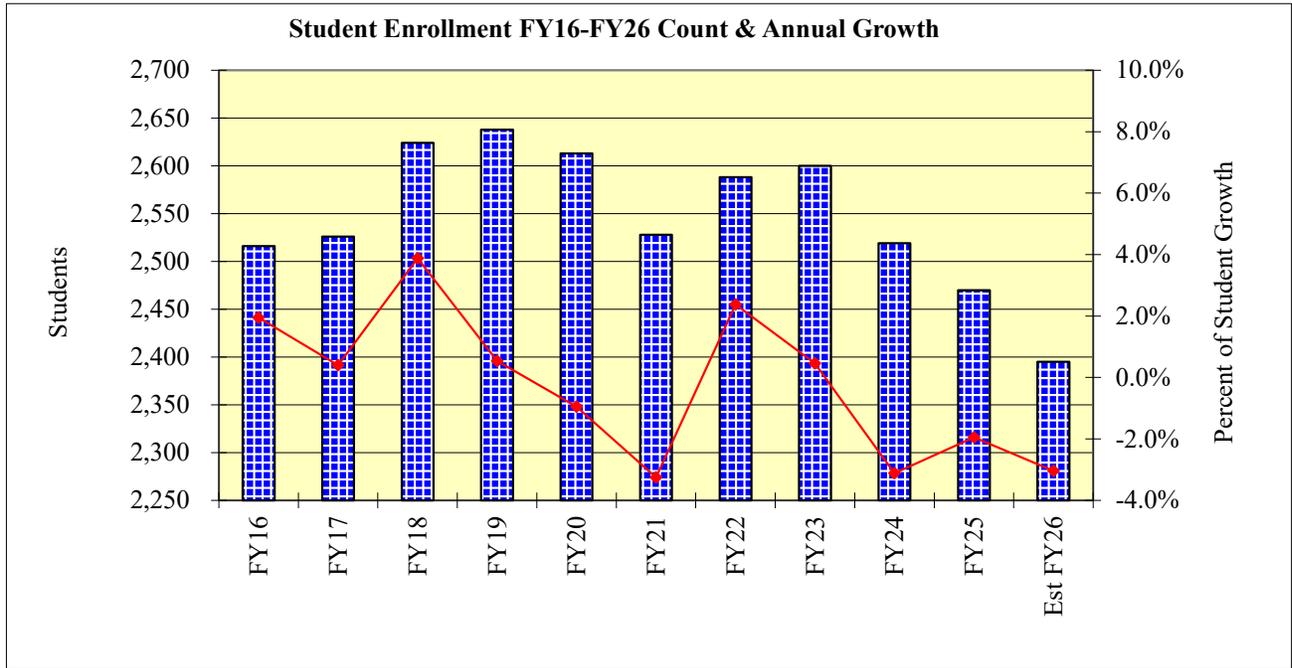
**Where all students will become global thinkers, engaged community members,
and self-aware learners through academically rigorous, community-based,
career-connected learning.**

**Quarterly Financial Report
September 2025**

Steamboat Springs School District Annual Financial Indicators



Steamboat Springs School District Annual Enrollment Trends



Steamboat Springs School District General Fund

The General Fund is used to account for resources traditionally associated with the general operations of the school district. These activities are not required legally or by sound financial management to be accounted for in another fund.

Balance Sheet As of September 30, 2025

	<u>FY25</u>	<u>FY26</u>			
Assets					
Cash and investments	\$16,096,548	\$15,865,314			
Receivables	\$7,902	\$1,651,406			
Prepaid expenses	\$79,642	\$193,060			
Due from other Funds	\$6,733	\$6,335			
Total Assets	<u>\$16,190,825</u>	<u>\$17,716,115</u>			
Liabilities					
Accounts payable	\$149,903	\$271,749			
Accrued Salaries	\$0	\$0			
Deferred Revenue	\$0	\$0			
Due to other funds	\$5,105	\$0			
Total Liabilities	<u>\$155,008</u>	<u>\$271,749</u>			
Fund Equity					
Restricted	\$1,572,792	\$1,784,484			
Unassigned	\$14,463,025	\$15,659,882			
Total Fund Equity	<u>\$16,035,817</u>	<u>\$17,444,366</u>			
Total Liabilities and Fund Equity	<u>\$16,190,825</u>	<u>\$17,716,115</u>			

Income Statement by Object For the Three Months Ended September 30, 2025

	<u>FY26 Budget</u>	<u>YTD Actual</u>	<u>Favorable (Unfavorable)</u>	<u>Percent</u>	<u>FY26 Forecast</u>	<u>FY26 Fore v Bud Favor/(Unfavor)</u>
Revenues						
Property Taxes	\$17,873,843	\$137,610	(\$17,736,233)	0.8%	\$17,873,843	\$0
Specific Ownership Taxes	\$1,800,000	\$313,640	(\$1,486,360)	17.4%	\$1,800,000	\$0
State Revenue	\$21,950,047	\$8,495,415	(\$13,454,633)	38.7%	\$21,950,047	\$0
Federal Revenue	\$950,295	\$341,165	(\$609,130)	35.9%	\$950,295	\$0
County Revenue	\$4,761	\$2,953	(\$1,808)	62.0%	\$4,761	\$0
Interest income	\$300,000	\$165,567	(\$134,433)	55.2%	\$300,000	\$0
Other revenue	\$5,762,898	\$36,278	(\$5,726,620)	0.6%	\$5,762,898	\$0
Transfers	(\$16,000)	(\$16,000)	\$0	100.0%	(\$16,000)	\$0
Total Revenues	<u>\$48,625,845</u>	<u>\$9,476,628</u>	<u>\$(39,149,217)</u>	<u>19.5%</u>	<u>\$48,625,845</u>	<u>\$0</u>
Expenditures						
Salaries	\$30,089,966	\$2,857,766	\$27,232,201	9.5%	\$30,089,966	\$0
Benefits	\$11,840,241	\$1,063,418	\$10,776,823	9.0%	\$11,840,241	\$0
Purchased services	\$5,121,490	\$1,220,454	\$3,901,036	23.8%	\$5,121,490	\$0
Supplies, Equipment, other	\$3,508,918	\$1,576,933	\$1,931,985	44.9%	\$3,508,918	\$0
COP	\$205,181	\$0	\$205,181	0.0%	\$205,181	\$0
Total Expenditures	<u>\$50,765,797</u>	<u>\$6,718,571</u>	<u>\$44,047,226</u>	<u>13.2%</u>	<u>\$50,765,797</u>	<u>\$0</u>
Net Income (Loss)	<u>(\$2,139,952)</u>	<u>\$2,758,057</u>	<u>\$4,898,009</u>		<u>(\$2,139,952)</u>	<u>\$0</u>

Steamboat Springs School District

Food Service Fund

The Food Service Fund is used to account for all activity of the food service program.

Balance Sheet As of September 30, 2025

Assets	<u>FY25</u>	<u>FY26</u>
Cash and investments	\$481,259	\$466,274
Receivables	\$0	\$0
Inventory	\$964	\$693
Due to other Funds	\$0	\$0
Total Assets	\$482,223	\$466,968
Liabilities		
Accounts payable	\$25	\$0
Accrued Salaries	\$0	\$0
Due from other funds	\$0	\$0
Deferred revenue	\$3,125	\$3,235
Total Liabilities	\$3,150	\$3,235
Fund Equity		
Restricted net assets	\$964	\$693
Unrestricted net assets	\$478,109	\$463,040
Total Fund Equity	\$479,073	\$463,733
Total Liabilities and Fund Equity	\$482,223	\$466,968

Income Statement For the Three Months Ended September 30, 2025

	<u>FY26</u> <u>Budget</u>	<u>FY26</u> <u>Actual</u>	Favorable (Unfavorable)	<u>Percent</u>	<u>FY26</u> <u>Forecast</u>	<u>FY26 Fore v Bud</u> <u>Favor/(Unfavor)</u>
Revenues						
Interest	\$10,000	\$6,053	(\$3,947)	60.5%	\$10,000	\$0
Food sales	\$25,000	\$5,042	(\$19,958)	20.2%	\$25,000	\$0
Federal reimbursement	\$250,000	\$0	(\$250,000)	0.0%	\$250,000	\$0
Donated commodities	\$55,000	\$0	(\$55,000)	0.0%	\$55,000	\$0
State reimbursement	\$709,986	\$0	(\$709,986)	0.0%	\$709,986	\$0
Transfer from General Fund	\$0	\$0	\$0	100.0%	\$0	\$0
Total Revenues	\$1,049,986	\$11,095	(\$1,038,891)	1.1%	\$1,049,986	\$0
Expenditures						
Salaries	\$465,531	\$46,883	\$418,648	10.1%	\$465,531	\$0
Benefits	\$220,485	\$19,680	\$200,805	8.9%	\$220,485	\$0
Purchased services	\$3,000	\$0	\$3,000	0.0%	\$3,000	\$0
Food and milk	\$430,000	\$63,998	\$366,002	14.9%	\$430,000	\$0
Supplies & Equipment	\$100,000	\$35,235	\$64,766	35.2%	\$100,000	\$0
Total Expenditures	\$1,219,016	\$165,796	\$1,053,220	13.6%	\$1,219,016	\$0
Net Income (Loss)	(\$169,030)	(\$154,701)	\$14,329		(\$169,030)	\$0

Steamboat Springs School District
Bond Redemption Fund

The Bond Redemption Fund provides revenues based on a property tax mill set by the school board to satisfy the district's bonded indebtedness on an annual basis. The district has a tax levy for indebtedness, therefore, this fund is required by Colorado Revised Statute 22-45-103 (b).

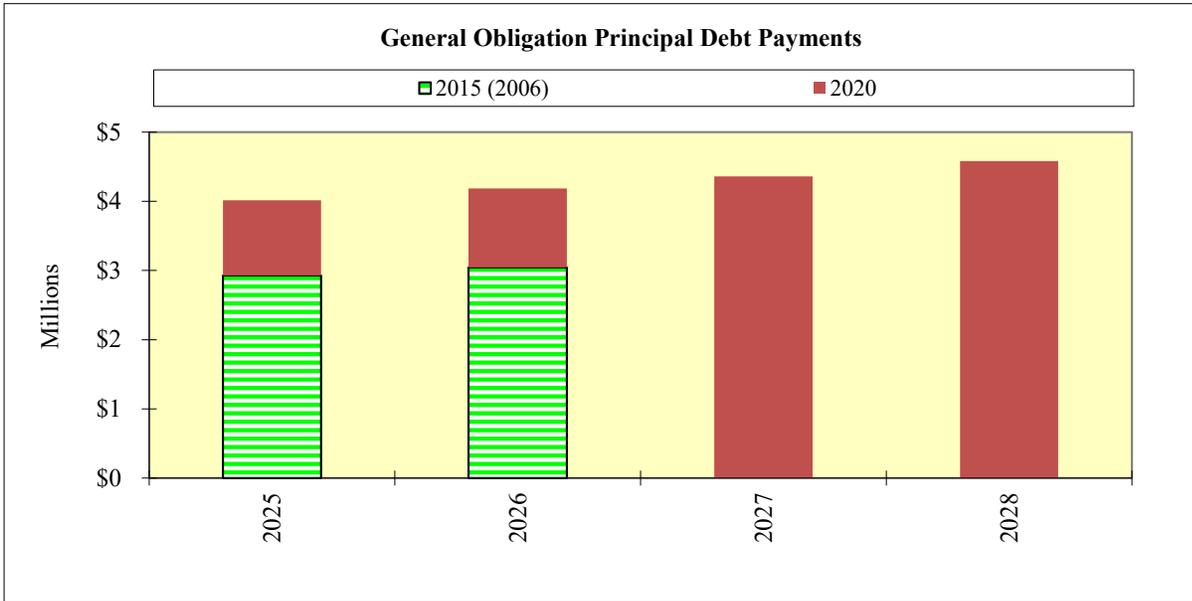
Balance Sheet
As of September 30, 2025

Assets	<u>FY25</u>	<u>FY26</u>
Cash and investments	\$7,825,156	\$7,666,620
Total Assets	<u>\$7,825,156</u>	<u>\$7,666,620</u>
Liabilities		
Deferred Revenue	\$0	\$0
Due to other funds	\$0	\$0
Total Liabilities	<u>\$0</u>	<u>\$0</u>
Fund Equity		
Reserved for debt service	\$7,825,156	\$7,666,620
Total Fund Equity	<u>\$7,825,156</u>	<u>\$7,666,620</u>
Total Liabilities and Fund Equity	<u>\$7,825,156</u>	<u>\$7,666,620</u>

Income Statement
For the Three Months Ended September 30, 2025

	<u>FY26</u> <u>Budget</u>	<u>FY26</u> <u>Actual</u>	Favorable (Unfavorable)	<u>Percent</u>	<u>FY26</u> <u>Forecast</u>	<u>FY26 Fore v Bud</u> <u>Favor/(Unfavor)</u>
Revenues						
Property taxes	\$8,000,000	\$68,199	(\$7,931,801)	0.9%	\$8,000,000	\$0
Other	\$100,000	\$79,721	(\$20,279)	79.7%	\$100,000	\$0
Total Revenues	<u>\$8,100,000</u>	<u>\$147,919</u>	<u>(\$7,952,081)</u>	<u>1.8%</u>	<u>\$8,100,000</u>	<u>\$0</u>
Expenditures						
Principal	\$4,015,000	\$0	\$4,015,000	0.0%	\$4,015,000	\$0
Interest expense	\$4,128,275	\$0	\$4,128,275	0.0%	\$4,128,275	\$0
Bank fees	\$1,850	\$0	\$1,850	0.0%	\$1,850	\$0
Total Expenditures	<u>\$8,145,125</u>	<u>\$0</u>	<u>\$8,145,125</u>	<u>0.0%</u>	<u>\$8,145,125</u>	<u>\$0</u>
Net Income (Loss)	<u>(\$45,125)</u>	<u>\$147,919</u>	<u>\$193,044</u>		<u>(\$45,125)</u>	<u>\$0</u>

**Steamboat Springs School District
Bond Redemption Fund**



Legal Debt Limit

FY25

Assessed Valuation \$1,728,505,790

Rate 20%

Legal Debt Limit \$345,701,158

Current Outstanding Principal \$85,475,000 24.7%

Remaining Legal Debt Limit \$260,226,158 75.3%

Steamboat Springs School District
Capital Reserve Fund

The Capital Reserve Fund is used to account for the acquisition of land, construction of new facilities, alterations and improvements to existing structures, and the acquisition of school buses and/or other equipment. It is required by Colorado Revised Statute 22-45-103 (C).

Balance Sheet
As of September 30, 2025

Assets	<u>FY25</u>	<u>FY26</u>
Cash and investments	\$523,316	\$413
Receivables	\$0	\$0
Total Assets	<u><u>\$523,316</u></u>	<u><u>\$413</u></u>
Liabilities		
Accounts payable	\$0	\$0
Due to other funds	\$0	\$0
Total Liabilities	<u><u>\$0</u></u>	<u><u>\$0</u></u>
Designated for future projects	\$523,316	\$413
Total Fund Equity	<u><u>\$523,316</u></u>	<u><u>\$413</u></u>
Total Liabilities and Fund Equity	<u><u>\$523,316</u></u>	<u><u>\$413</u></u>

Income Statement
For the Three Months Ended September 30, 2025

	<u>FY26</u> <u>Budget</u>	<u>FY26</u> <u>Actual</u>	Favorable (Unfavorable)	<u>Percent</u>	<u>FY26</u> <u>Forecast</u>	<u>FY26 Fore v Bud</u> <u>Favor/(Unfavor)</u>
Revenues						
Transfer from General Fund	\$16,000	\$16,000	\$0	100.0%	\$16,000	\$0
Other income	\$423	\$485	(\$62)	114.6%	\$500	\$77
Total Revenues	<u>\$16,423</u>	<u>\$16,485</u>	<u>(\$62)</u>	<u>100.4%</u>	<u>\$16,500</u>	<u>\$77</u>
Expenditures						
Equipment	\$55,064	\$55,064	\$0	100.0%	\$55,064	\$0
Total Expenditures	<u>\$55,064</u>	<u>\$55,064</u>	<u>\$0</u>	<u>100.0%</u>	<u>\$55,064</u>	<u>\$0</u>
Net Income (Loss)	<u><u>(\$38,641)</u></u>	<u><u>(\$38,579)</u></u>	<u><u>(\$62)</u></u>		<u><u>(\$38,564)</u></u>	<u><u>\$77</u></u>

Steamboat Springs School District
Capital Projects Fund

The Capital Projects Fund is used to account for the acquisition of land, capital construction of new facilities, alterations and improvements to existing structures, new instructional technology, existing technology upgrades, and maintenance. It is required by Colorado Revised Statute 22-54-108.7.

Balance Sheet
As of September 30, 2025

Assets	<u>FY25</u>	<u>FY26</u>
Cash and investments	\$1,248,886	\$1,984,691
Prepaid expense	\$0	\$750,000
Due from other funds	\$5,105	\$0
Total Assets	<u><u>\$1,253,991</u></u>	<u><u>\$2,734,691</u></u>
Liabilities		
Accounts payable	\$0	\$0
Total Liabilities	<u>\$0</u>	<u>\$0</u>
Designated for future projects	\$1,253,991	\$2,734,691
Total Fund Equity	<u>\$1,253,991</u>	<u>\$2,734,691</u>
Total Liabilities and Fund Equity	<u><u>\$1,253,991</u></u>	<u><u>\$2,734,691</u></u>

Income Statement
For the Three Months Ended September 30, 2025

	<u>FY26</u>	<u>FY26</u>	Favorable		<u>FY26</u>	<u>FY25 Fore v Bud</u>
	<u>Budget</u>	<u>Actual</u>	(Unfavorable)	<u>Percent</u>	<u>Forecast</u>	<u>Favor/(Unfavor)</u>
Revenues						
Property Tax	\$2,000,000	\$15,268	(\$1,984,732)	0.8%	\$2,000,000	\$0
Other income	\$1,750,000	\$25,797	(\$1,724,203)	1.5%	\$1,750,000	\$0
Total Revenues	<u>\$3,750,000</u>	<u>\$41,065</u>	<u>(\$3,708,935)</u>	<u>1.1%</u>	<u>\$3,750,000</u>	<u>\$0</u>
Expenditures						
Facility Projects	\$1,323,908	\$836,108	\$487,800	63.2%	\$1,323,908	\$0
Vehicles	\$1,600,000		\$1,600,000	0.0%	\$1,600,000	\$0
Other	\$5,000	\$53	\$4,947	1.1%	\$5,000	\$0
Total Expenditures	<u>\$2,928,908</u>	<u>\$836,161</u>	<u>\$2,092,747</u>	<u>28.5%</u>	<u>\$2,928,908</u>	<u>\$0</u>
Net Income (Loss)	<u><u>\$821,092</u></u>	<u><u>(\$795,096)</u></u>	<u><u>(\$5,801,682)</u></u>		<u><u>\$821,092</u></u>	<u><u>\$1,616,188</u></u>

Steamboat Springs School District
Health Benefits Fund

The Health Benefits fund accounts for the self funding of employee health, dental, vision, life and disability insurance. The revenue to the fund is premiums from the district and employees. Expenditures from the fund include claims, stop-loss premiums and administration fees.

Balance Sheet
As of September 30, 2025

Assets	<u>FY25</u>	<u>FY26</u>
Cash and investments	\$1,806,755	\$695,237
Receivables	\$37,596	\$73,020
Due from other funds	\$0	\$0
Total Assets	\$1,844,350	\$768,257
Liabilities		
Unclaimed property	\$0	\$1,867
Claims payable IBNR	\$796,011	\$825,879
Total Liabilities	\$796,011	\$827,746
Fund Equity		
Designated for future years	\$1,844,350	-\$59,489
Total Fund Equity	\$1,844,350	-\$59,489
Total Liabilities and Fund Equity	\$2,640,362	\$768,257

Income Statement
For the Three Months Ended September 30, 2025

	<u>FY26</u> <u>Budget</u>	<u>FY26</u> <u>Actual</u>	Favorable (Unfavorable)	<u>Percent</u>	<u>FY26</u> <u>Forecast</u>	<u>FY26 Fore v Bud</u> <u>Favor/(Unfavor)</u>
Revenues						
Contributions	\$6,325,397	\$1,480,540	(\$4,844,857)	23.4%	\$6,325,397	\$0
Stop loss reimbursements	\$175,445	\$238,112	\$62,667	135.7%	\$400,000	\$224,555
Cobra & Other	\$105,000	\$4,840	(\$100,160)	4.6%	\$105,000	\$0
Interest	\$20,000	\$3,260	(\$16,740)	16.3%	\$20,000	\$0
Transfer General Fund	\$0	\$0	\$0	100.0%	\$0	\$0
Total Revenues	\$6,625,842	\$1,726,752	(\$4,899,090)	26.1%	\$6,850,397	\$224,555
Expenditures						
Medical & Rx Paid	\$5,866,138	\$1,767,648	\$4,098,491	30.1%	\$5,866,138	\$0
Fees	\$1,209,000	\$283,308	\$925,692	23.4%	\$1,209,000	\$0
Total Expenditures	\$7,075,138	\$2,050,955	\$5,024,183	29.0%	\$7,075,138	\$0
Net Income (Loss)	(\$449,296)	(\$324,203)	\$125,093	72.2%	(\$224,741)	\$224,555

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
November 17, 2025**

**AGENDA ITEM
REPORTS & COMMUNICATIONS**

Reports & Communications

- Celebrations SSSD - Superintendent Dr. Celine Wicks
- Whistler Park Update - Superintendent Dr. Celine Wicks & Director of Finance and Operations Stephanie Juneau
- Gifted Education Monitoring (GEM) Update - Terri Loiselle and Michael Scott, CDE Gifted Education Monitoring & Data Consultants and Director of Exceptional Student Services Kristen Atwood

Action: Acknowledge Receipt of Reports and Communications as presented by the superintendent and staff.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-21) (Mandatory 1-22)

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
(LAND)
(Property with No Residences)
(Property with Residences-Residential Addendum Attached)**

Date: November 25, 2025

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. City of Steamboat Springs (Buyer) will take title to the Property described below as **Joint Tenants** **Tenants In Common** **Other** Tenancy in severalty.

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

2.3. Seller. Steamboat Springs School District No.RE- 2 (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 Routt, Colorado (insert legal description):

Lot 1, Block 4, Whistler Meadows, Filing No. 1.

known as: Vacant Land, Steamboat Springs, CO 80487,
Street Address City State 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. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions: None**.

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. Encumbered Inclusions. Any Inclusions owned by Seller (i.e., 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: *None*

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

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items): *None*

2.6. Exclusions. The following items are excluded (Exclusions): *None*

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

2.7.1. Deeded Water Rights. The following legally described water rights: *None*

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

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing: *None*

53 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
 54 the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes,
 55 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
 56 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
 57 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
 58 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
 59 _____.

60 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows: *None*

61
 62 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
 63 conveyed as part of the Purchase Price as follows: *None*

64
 65 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of
 66 the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

67 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
 68 § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights
 69 to Buyer by executing the applicable legal instrument at Closing.

70 **2.7.7. Water Rights Review.** Buyer **Does** **Does Not** have a Right to Terminate if examination of the Water
 71 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

72 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows: *N/A*

73 **3. DATES, DEADLINES AND APPLICABILITY.**

74 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00 p.m. MDT
2	§ 4	Alternative Earnest Money Deadline	January 20, 2026
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	June 1, 2026
4	§ 8	Record Title Objection Deadline	June 15, 2026
5	§ 8	Off-Record Title Deadline	June 1, 2026
6	§ 8	Off-Record Title Objection Deadline	June 15, 2026
7	§ 8	Title Resolution Deadline	June 30, 2026
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	N/A
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	N/A
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	N/A
		Survey	
25	§ 9	New ILC or New Survey Deadline	June 1, 2026
26	§ 9	New ILC or New Survey Objection Deadline	June 15, 2026

27	§ 9	New ILC or New Survey Resolution Deadline	<i>June 30, 2026</i>
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	<i>N/A</i>
29	§ 8	Mineral Rights Examination Deadline	<i>N/A</i>
30	§ 10	Inspection Termination Deadline	<i>N/A</i>
31	§ 10	Inspection Objection Deadline	<i>N/A</i>
32	§ 10	Inspection Resolution Deadline	<i>N/A</i>
33	§ 10	Property Insurance Termination Deadline	<i>N/A</i>
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	<i>N/A</i>
39	§ 10	Conditional Sale Deadline	<i>N/A</i>
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>N/A</i>
41	§ 11	Estoppel Statements Deadline	<i>N/A</i>
42	§ 11	Estoppel Statements Termination Deadline	<i>N/A</i>
		Closing and Possession	
43	§ 12	Closing Date	<i>July 20th, 2027</i>
44	§ 17	Possession Date	<i>Date of Closing</i>
45	§ 17	Possession Time	<i>At Closing</i>
46	§ 27	Acceptance Deadline Date	<i>December 15, 2025</i>
47	§ 27	Acceptance Deadline Time	<i>5:00 pm Mountain time</i>

75 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,
76 or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
77 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
78 “None”, such provision means that “None” applies.

79 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
80 abbreviation “N/A” as used in this Contract means not applicable.

81 **3.3. Day; Computation of Period of Days; Deadlines.**

82 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
83 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
84 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
85 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
86 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

87 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
88 ending date is not specified, the first day is excluded and the last day is included.

89 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
90 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
91 the deadline will not be extended.

92 **4. PURCHASE PRICE AND TERMS.**

93 **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	\$ 3,600,000.00	
2	§ 4.3.	Earnest Money		\$ 100,000.00
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		\$ 3,500,000.00
10		TOTAL	\$ 3,600,000.00	\$ 3,600,000.00

94 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$0.00 (Seller Concession). The Seller Concession may be
95 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
96 Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include,
97 but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge,
98 expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this
99 Contract.

100 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a business check, will be payable to and
101 held by Land Title Guarantee Company, Steamboat Springs, Colorado (Earnest Money Holder), in its trust account, on behalf of
102 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
103 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
104 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
105 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
106 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
107 Money Holder in this transaction will be transferred to such fund.

108 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
109 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

110 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
111 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
112 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
113 Seller agrees to execute and return to Buyer ~~or Broker working with Buyer~~, written mutual instructions (e.g., Earnest Money Release
114 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
115 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
116 form, Buyer agrees to execute and return to Seller ~~or Broker working with Seller~~, written mutual instructions (e.g., Earnest Money
117 Release form), within three days of Buyer's receipt.

118 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
119 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller
120 is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

121 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
122 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer
123 is in Default, § 20.1. and § 21**", unless Buyer is entitled to the Earnest Money due to a Seller Default.

124 **4.4. Form of Funds; Time of Payment; Available Funds.**

125 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
126 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
127 check, savings and loan teller's check and cashier's check (Good Funds).

128 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
129 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH
130 NONPAYING PARTY WILL BE IN DEFAULT**.

131 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, Does Does Not have
132 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

133 **4.5. New Loan.** *Intentionally Omitted.*

134

TRANSACTION PROVISIONS

135

136 **5. FINANCING CONDITIONS AND OBLIGATIONS.** *Intentionally Omitted*

137 **6. APPRAISAL PROVISIONS.**

138 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
139 behalf of Buyer or Buyer's lender, to determine the Property's market value **and may be restricted by the appraiser solely for that
140 purpose** (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs
141 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

142 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
143 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

144 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
145 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
146 **Objection Deadline**:

147 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
148 or

149 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
150 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

151 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
152 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
153 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
154 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

155 **6.3.— Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
156 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
157 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
158 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
159 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
160 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

161 **6.4.— Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by **Buyer**
162 Seller one-half by Seller and one-half by Buyer _____ . The cost of the Appraisal may include any and all fees paid
163 to the appraiser, appraisal management company, lender's agent or all three.

164 **7. OWNERS' ASSOCIATIONS.** *Intentionally Omitted.*

165 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

166 **8.1. Evidence of Record Title.**

167 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
168 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
169 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
170 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
171 and delivered to Buyer as soon as practicable at or after Closing.

172 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
173 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
174 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
175 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

176 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment Will **Will Not** contain Owner's
177 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
178 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
179 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
180 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
181 Buyer Seller One-Half by Buyer and One-Half by Seller Other _____ .
182 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
183 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
184 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
185 § 8.7. (Right to Object to Title, Resolution).

186 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
187 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
188 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
189 Documents).

190 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
191 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
192 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
193 party or parties obligated to pay for the owner's title insurance policy.

194 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
195 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

196 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
197 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
198 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
199 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
200 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment

201 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
202 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
203 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
204 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
205 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
206 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
207 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
208 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
209 Documents as satisfactory.

210 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
211 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
212 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
213 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
214 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
215 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
216 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
217 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record
218 Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the
219 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
220 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the
221 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice
222 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if
223 any, of third parties not shown by public records of which Buyer has actual knowledge.

224 **8.4. Special Taxing Districts.** **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
225 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
226 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**
227 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
228 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
229 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
230 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
231 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
232 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
233 **RECORDER, OR THE COUNTY ASSESSOR.**

234 **8.5. Tax Certificate.** A tax certificate paid for by Seller Buyer, for the Property listing any special taxing districts
235 that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located
236 within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may
237 terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**,
238 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
239 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
240 would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on
241 or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax
242 Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to
243 Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax
244 Certificate, the Tax Certificate will be paid for by Seller.

245 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
246 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
247 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
248 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
249 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
250 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
251 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
252 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

253 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
254 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing
255 District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or
256 before the applicable deadline, Buyer has the following options:

257 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
258 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
259 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives

260 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
261 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
262 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
263 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
264 applicable documents; or

265 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
266 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

267 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
268 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
269 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
270 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
271 laws and governmental regulations concerning land use, development and environmental matters.

272 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
273 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
274 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
275 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
276 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
277 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
278 **GAS OR WATER.**

279 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
280 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
281 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
282 **RECORDER.**

283 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
284 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
285 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
286 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

287 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
288 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
289 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
290 **AND GAS CONSERVATION COMMISSION.**

291 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
292 not covered by the owner's title insurance policy.

293 **8.9. Mineral Rights Review.** Buyer Does Does Not have a Right to Terminate if examination of the Mineral
294 Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

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

296 **9.1. New ILC or New Survey.** If the box is checked, (1) **New Improvement Location Certificate (New ILC)**; or, (2)
297 **New Survey** in the form of *ALTA survey*; is required and the following will apply:

298 **9.1.1. Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New Survey. The
299 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
300 after the date of this Contract.

301 **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
302 Closing, by: **Seller** **Buyer** or: _____.

303 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
304 the opinion of title if an Abstract of Title) and will receive a New ILC or New Survey on or before **New ILC or New Survey**
305 **Deadline**.

306 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
307 all those who are to receive the New ILC or New Survey.

308 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
309 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
310 **Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
311 Seller incurring any cost for the same.

312 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
313 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
314 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

315 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

316 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
317 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

318 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
319 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
320 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
321 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
322 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

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DISCLOSURE, INSPECTION AND DUE DILIGENCE

324 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**
325 **WATER.**

326 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer
327 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
328 to Seller's actual knowledge and current as of the date of this Contract.

329 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
330 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
331 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
332 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
333 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
334 Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

335 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
336 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
337 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
338 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
339 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
340 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
341 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
342 sole subjective discretion, Buyer may:

343 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
344 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
345 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
346 pursuant to § 10.3.2.; or

347 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
348 description of any unsatisfactory condition that Buyer requires Seller to correct.

349 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
350 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
351 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
352 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
353 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
354 executing an Earnest Money Release.

355 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
356 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
357 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
358 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
359 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
360 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
361 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
362 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
363 pursuant to an Inspection Resolution.

364 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
365 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
366 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

367 **10.6. Due Diligence.**

368 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
369 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
370 **Deadline**:

371 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
372 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
373 are as follows (Leases): *None*

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10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., 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**. Buyer Will Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (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**. Buyer Will Will Not assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

- 10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;
- 10.6.1.4.2.** Property tax bills for the last _____ years;
- 10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- 10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- 10.6.1.4.5.** Operating statements for the past _____ years;
- 10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- 10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- 10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past ____ years;
- 10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);
- 10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- 10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- 10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- 10.6.1.4.13.** Other:

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**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,

433 at the expense of Seller Buyer *one-half by Seller and one-half by Buyer*. (Environmental Inspection). In addition,
434 Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act*
435 (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the
436 interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

437 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
438 **Inspection Termination Deadline** will *not* be extended by _____ days (~~Extended Environmental Inspection Objection Deadline~~)
439 and if such ~~Extended Environmental Inspection Objection Deadline~~ extends beyond the **Closing Date**, the **Closing Date** will be
440 extended a like period of time. In such event, Seller Buyer *one-half by Seller and one-half by Buyer* must pay the cost
441 for such Phase II Environmental Site Assessment.

442 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the
443 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
444 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
445 subjective discretion.

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447 Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any
448 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

449 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
450 owned by Buyer and commonly known as *N/A*. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of
451 Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This
452 Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale**
453 **Deadline**, Buyer waives any Right to Terminate under this provision.

454 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer Does Does Not
455 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
456 the Property. There is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.
457 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
458 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
459 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

460 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
461 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
462 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
463 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
464 or delayed.

465 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

466 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

467 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

468 **11. TENANT ESTOPPEL STATEMENTS.** *Intentionally Omitted.*

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470

CLOSING PROVISIONS

471 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

472 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
473 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
474 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
475 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
476 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
477 Seller will sign and complete all customary or reasonably required documents at or before Closing.

478 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
479 this Contract.

480 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
481 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by *mutual agreement*
482 *between Seller and Buyer*.

483 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
484 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

485 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
486 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
487 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

488 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
489 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:
490 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's deed
491 _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
492 sufficient special warranty deed to Buyer, at Closing.

493 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
494 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

495 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
496 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
497 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
498 at or before Closing by Seller from the proceeds of this transaction or from any other source.

499 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
500 **WITHHOLDING.**

501 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
502 to be paid at Closing, except as otherwise provided herein.

503 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by Buyer Seller
504 One-Half by Buyer and One-Half by Seller Other _____.

505 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
506 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
507 associated with or specified in the Status Letter will be paid as follows:

508 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Buyer
509 Seller One-Half by Buyer and One-Half by Seller N/A.

510 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by Buyer Seller One-Half by Buyer
511 and One-Half by Seller N/A.

512 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than
513 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
514 by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

515 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by
516 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

517 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by Buyer Seller One-Half by
518 Buyer and One-Half by Seller N/A.

519 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
520 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

521 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
522 such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller
523 One-Half by Buyer and One-Half by Seller N/A.

524 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
525 \$ _____ for:

526 Water Stock/Certificates Water District
527 Augmentation Membership Small Domestic Water Company _____

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

529 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
530 paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

531 **15.9. FIRPTA and Colorado Withholding.**

532 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
533 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
534 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller **IS** a foreign
535 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
536 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
537 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
538 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
539 if an exemption exists.

540 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
541 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
542 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
543 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
544 tax advisor to determine if withholding applies or if an exemption exists.

545 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

546 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

547 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
548 for the year of Closing, based on **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy**
549 **and Most Recent Assessed Valuation**, **Other** _____.

550 **16.1.2. Rents.** Rents based on **Rents Actually Received** **Accrued**. At Closing, Seller will transfer or credit
551 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
552 writing of such transfer and of the transferee's name and address.

553 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

554 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

555 **16.2. Association Assessments.** *Intentionally Omitted.*

556 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
557 subject to the Leases as set forth in § 10.6.1.1.

558 ~~—If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally~~
559 ~~liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ per day (or any part of a day notwithstanding § 3.3.,~~
560 ~~Day) from **Possession Date** and **Possession Time** until possession is delivered.~~

561

GENERAL PROVISIONS

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

565 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
566 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
567 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
568 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
569 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
570 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
571 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
572 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
573 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
574 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
575 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
576 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
577 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

578 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
579 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
580 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
581 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
582 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
583 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
584 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
585 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
586 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
587 Closing.

588 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
589 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
590 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
591 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
592 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
593 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

594 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
595 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

596 **18.5. Home Warranty.** **[Intentionally Deleted]**

597 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
598 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for
599 the growing crops.

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

607
608 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
609 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
610 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
611 has the following remedies:

612 **20.1. If Buyer is in Default:**

613 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
614 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
615 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
616 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

617 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may
618 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
619 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
620 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
621 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

622 **20.2. If Seller is in Default:**

623 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
624 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
625 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
626 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
627 or damages, or both.

628 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
629 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
630 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
631 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
632 Contract are reserved and survive Closing.

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

636 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
637 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
638 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
639 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
640 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
641 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
642 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
643 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
644 Section will not alter any date in this Contract, unless otherwise agreed.

645 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
646 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
647 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
648 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
649 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
650 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
651 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
652 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
653 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
654 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
655 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

656 **24. TERMINATION.**

657 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
658 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
659 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
660 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
661 and waives the Right to Terminate under such provision.

662 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
663 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

664 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
665 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
666 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
667 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
668 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
669 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

670 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

671 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
672 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
673 notices for such party, Broker, ~~or Brokerage Firm of Broker~~ working with such party (except any notice or delivery after Closing
674 must be received by the party, ~~not Broker or Brokerage Firm~~).

675 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
676 Seller, any individual named in this Contract to receive documents or notices for such party, ~~Broker or Brokerage Firm of Broker~~
677 ~~working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not~~
678 ~~Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.~~

679 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
680 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
681 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

682 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
683 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
684 located in Colorado.

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

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

694 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

695 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
696 Commission.)

697 *29.1 Possession and Use. Buyer and Seller are parties to a License Agreement dated August 25, 2017 pursuant to which Buyer*
698 *manages and uses the property for recreational purposes. Seller agrees that Seller shall not terminate the License Agreement prior*
699 *to the Closing Date.*

700
701
702
703 *29.2 No Brokers. Seller and Buyer each represent to the other that there are no real estate commissions, finder's fees or broker's*
704 *fees that have been or will be incurred in connection with this Contract or the sale contemplated hereby. Each party agrees to*
705 *indemnify and hold the other harmless from and against any and all claims, losses, damages, costs or expenses of any kind or*
706 *character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party*

707 with any broker in connection with this Contract or the transaction contemplated. This obligation shall survive the Closing of the
708 purchase and sale of the Property or any earlier termination of this Contract.

709
710
711

712 29.3 Buyer's Financing.

713

714 Seller acknowledges that Buyer will appropriate \$100,000 for the payment of Earnest Money required by this Contract January
715 20, 2026. Buyer's obligation to close is subject to the appropriation by City Council of funds sufficient to pay the balance of the
716 purchase price. Seller acknowledges that Buyer intends to fundraise and seek grant funding to provide closing funds. If Buyer is
717 not successful fundraising and securing grant funding by the Closing Date, Buyer may, but is not obligated to, appropriate funds
718 from other sources. If the City Council fails to appropriate funds sufficient to pay the balance of the purchase price prior to
719 Closing Date, Buyer may terminate the Contract. If Buyer terminates on the grounds that the City Council has not appropriate
720 funds to close, Seller shall be entitled to the Earnest Money.

721
722

723 29.4 Record Title and Survey Matters.

724

725 Buyer may at Buyer's expense review title and survey matters prior to closing to determine whether there have been material
726 changes to Record Title or Survey conditions since the Title and Survey Resolution deadlines set forth in Section 3.1. Buyer may
727 object to material changes not later than June 7, 2027. The resolution deadline for such objections shall be June 14, 2027. If
728 Buyer's objections are not resolved by the resolution deadline, Buyer shall have the remedies set forth in Sections 8 and 9.

729 **30. OTHER DOCUMENTS.**

730 **30.1. Documents Part of Contract.** The following documents are a part of this Contract: *None*

731

732 **30.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

733 *None*

734

735

SIGNATURES

736

Buyer's Name: City of Steamboat Springs

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: _____

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

Seller's Name: Steamboat Springs School District No. RE-2

Seller's Name: _____

Seller's Signature Date

Seller's Signature Date

Address: 325 7th Street
Steamboat Springs, CO 80487

Address: _____

Phone No.: 970-871-3199

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 *Intentionally Omitted*

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 by **Listing Brokerage Firm** **Buyer** **Other** _____.

This Broker's Acknowledgements 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 *Intentionally Omitted*

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 Buyer.

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other _____.

This Broker's Acknowledgements 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: _____

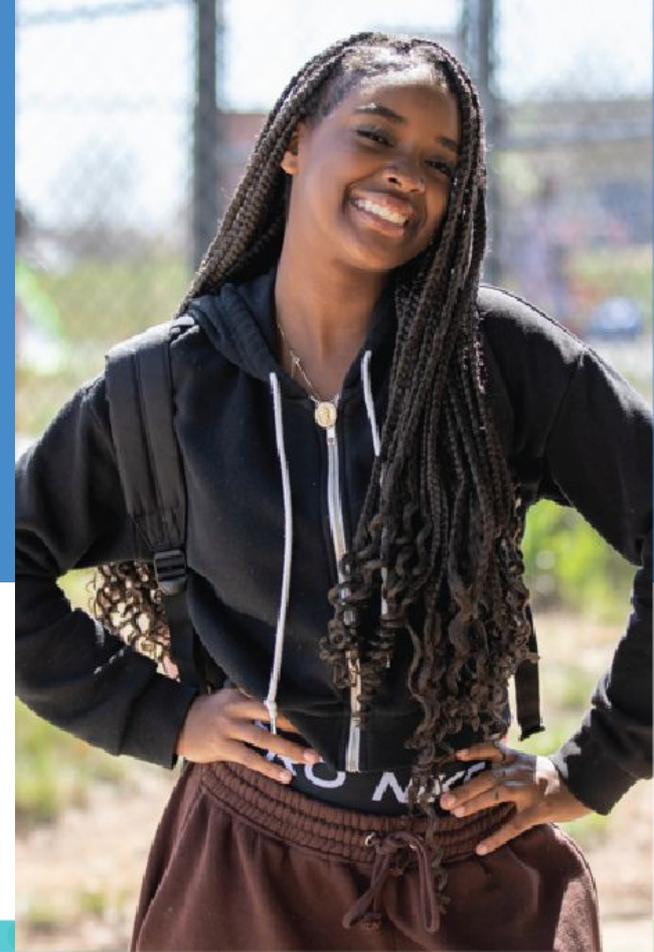
Phone No.: _____
Fax No.: _____
Email Address: _____

740



Office of Gifted Education

GEM Exit Summary Steamboat Springs September 24, 2025



GEM Visit

Developed a comprehensive three-day site visit schedule in collaboration with Steamboat Springs and GEM Team Lead

Conducted listening sessions with school partners, including families, students, and staff

Reviewed analysis of surveys collected from school partners

Compliance in Action

Examined Advanced Learning Plans (ALPs) and procedures for identification

Reviewed collection and development of a Body of Evidence (BOE)





Participation from School Partners

School Partner Feedback

Building Administrators	7
Gifted Director of Record & Gifted Leadership Team	2
Gifted Educators	5
General Classroom Educators (Listening & Surveyed)	62
Gifted Students: Elementary (21), MS (24), HS (22)	67
Families of Gifted Students	23
Sub-Total	166





Preliminary View



First Impressions

In 2022–2023, the last GEM visit was conducted with Steamboat Springs as a BOCES member district.

For this 2025-2026 GEM

We found all areas within ECEA Rule to be in **Compliance**, with opportunities for continued growth in Identification, Family Communication & Engagement, and Personnel & Professional Development

Steamboat Springs continues to take significant steps towards further commitment to excellence since the last visit in 2022!

Celebrations

Powerful Practice	Personnel and Leadership
Powerful Practice	Programming
Powerful Practice	Evaluation and Accountability



Personnel and Leadership-Part 1

Steamboat Springs Gifted Services

- Gifted services now available in every district school.
- Focus on self-advocacy, curriculum compacting, and acceleration as appropriate.
- Extensive enrichment through clubs, mentorships, and contests.
- Staffing growth: Steamboat Springs employs more GT staff than any other mountain district in Colorado.

Personnel and Leadership-Part 2

During our visit, the GEM Team observed:

- High-quality small-group programming at the elementary and middle school levels.
- Individualized, student-centered programming at the high school level.
- Strong teacher–student relationships were evident, and educators consistently demonstrated a growth mindset, dedication, and passion for continuous improvement.

Programming-Part 1

Steamboat Springs Gifted Programming

Targeted reading & math (Elem)	Integrated talent pool services
WIN time for enrichment (MS)	Strong, family-praised (Elem) programs
AP, CE & CTE pathways (HS)	Individualized HS check-ins
Collaborative PLC meetings	Authentic, real-world learning

Programming-Part 2

Next Steps

High School Advanced Courses

- Students report 9+ and 10+ courses feel like “more work, not more challenge”
- Lack of weighting reduces enrollment incentive
- Recommend enhancing rigor and recognition

Service Sustainability

- Expanded identification may strain pull-out services
- Plan proactively for equitable, manageable delivery across gifted areas

Evaluation and Accountability

Steamboat Springs Gifted Education

- Equity-centered vision
- Academic & social-emotional support
- Embedded in strategic plan
- Significant program growth
- Collaborative leadership
- Strong community confidence
- Thriving, inclusive program

Opportunities for Continuous Improvement

Next Steps	Identification
Next Steps	Communication and Engagement
Next Steps	Personnel & PD

Identification

Gifted Identification in Steamboat Springs

- Annual improvement plan
- 10% exceeds state average
- Disparities across schools/populations
- Mostly reading & math
- Expand to all subject areas
- Staff time & training
- Collaborate with building leaders

Communication and Engagement

Steamboat Springs Family and Community Engagement

- District showcases with student-led performances and galleries
- GT nights at all levels with exhibits, performances, and refreshments
- Parent sessions with local experts on gifted services and support

Personnel

Steamboat Springs Current GT Personnel Model

Grade Level	FTE	Students Served
Elementary (Site A)	0.5	27
Strawberry and Soda Creek	1.0	16
Middle School	1.5	85
High School	1.0	162 (plus 4 at Yampa)

Professional Development

Steamboat Springs Professional Learning

- Integrating gifted education sessions into district PD days.
- Focusing on **Depth and Complexity**, high-impact instruction, and affective supports.
- Viewing gifted education as a **shared responsibility** across all teachers.

 **CONGRATULATIONS!** 
You have completed a
Successful Monitoring Visit!



 Thank you for your preparation, effort, and teamwork!

Ongoing Support

The Office of Gifted Education Team will continue to provide support with any areas of need. We are available at any time should you need thought partnership or support.

The GEM Team will look to provide professional learning opportunities and data that align with your needs.

We are here for you! Please do not hesitate to reach out.



Thank you!

QUESTIONS



PUBLIC COMMENT DURING A BOARD OF EDUCATION MEETING

Thank you for your interest in the public comment portion of this board meeting. This meeting is being recorded and live streamed and available to view on the District's website.

All wishing to speak during public comment on items on the current agenda or not on the current agenda must be physically present at the Board meeting to address the board. Electronic participation via Zoom is not available when the Board is meeting in person.

Community Comments

The Board Chair will call for Community Comment(s) relating to items/issues not on the current agenda. The Board Chair will begin by reading this statement:

- Individuals wishing to address the Board are limited to three (3) minutes per person wishing to address the Board. If four (4) or more people wish to address the board on a single topic, the Board may allot up to 15 minutes for a collective commentary.
- Out of respect for the guests attending the Board meeting, the Board may limit public comment to 30 minutes. Registered speakers not part of the first 30 minutes, will be heard at the conclusion of the meeting.
- When recognized by the Board, individuals wishing to address the Board, the speaker should provide their name, and who they are representing.
- No action will be taken on any item not scheduled on the agenda. No action will be taken during this portion of the meeting. Any public comment requiring additional discussion or action by the Board must be placed on a future agenda.
- On a scheduled agenda item, the Board may or may not ask clarifying questions of the speaker. However, discussion is limited to Board members.

**STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
November 17, 2025**

**AGENDA ITEM
BOARD MEMBER UPDATES/COMMENTS/DEBRIEF**

Background Information:

- Board Member Updates
- Meeting Review

STEAMBOAT SPRINGS SCHOOL DISTRICT RE-2
BOARD OF EDUCATION
November 17, 2025

AGENDA ITEM
PLAN FOR FUTURE MEETINGS

Plan for future meetings

- Board of Education Reorganization Meeting - Election of Officers - December 8
- Superintendent Succession Planning Discussion - December 8
- Mill Levy Certification - December 8
- FY25 Audit Report - December 8
- CASB Annual Convention - December 11-13
- Strategic Plan Update Focus Area 3 - January 12
- Strategic Plan Update Focus Area 1- January 26
- FY26 Amended Budget - January 26
- Strategic Plan Update Focus Area 2 - February 9
- Culturally Linguistic & Diverse Education Review - TBD

Board Work Sessions

- Board Policy Monitoring Work Session - TBD
- Workshops - TBD

Coffee with the Board -

- December 3 at 4:30 pm - TBD

November 4, 2025 Election Timeline

- Oath of Office - between November 5 and December 5
- Board Organizational Meeting - between November 5 and December 11