

CONTRACT FOR SALE OF REAL PROPERTY

THIS AGREEMENT is made this _____ day of January, 2020 by and between the Pueblo West Metropolitan District, a Colorado Special District (“Seller”), and Top Shelf Entertainment, 232 S. Union Ave, Pueblo, Colorado 81003, (the “Purchaser”).

1. SALE:

In consideration of the payments to be made by the Purchaser, as described herein, and the Purchaser’s covenants and consideration as hereinafter set forth, Seller agrees to sell to Purchaser the real property described as follows:

784 E. Spaulding Ave - Tract 376, Block 3, Lot 6;

Pueblo West, Pueblo County, Colorado.

Excepting all mineral and water rights and rights of entry in connection with such rights; and subject to applicable zoning ordinances, taxes, assessments, reservations, restrictions, covenants, easements, and encumbrances, including those of record.

2. PURCHASE PRICE AND TERMS:

The purchase price shall be Seventy-Five Thousand and NO/100 Dollars (\$75,000.00), payable in U.S. Dollars by Purchaser as follows:

a. Earnest money in the amount of Seven Thousand, Five Hundred and NO/100 Dollars (\$7,500.00) payable upon Seller’s execution of this contract, which sum shall be held in escrow in an interest bearing escrow account until the time of closing.

b. Remainder of purchase price in the amount of Sixty-Seven Thousand, Five Hundred and 00/100 Dollars (\$67,500.00), plus closing costs and fees to be paid at the time of closing.

3. CLOSING:

Title to the real property shall be closed and a Special Warranty Deed together with an adequate and proper Resolution of the Board of Directors for the Pueblo West Metropolitan District, shall be to delivered and received by Purchaser at the office of Pueblo Land Title Guarantee Company, 503 N Main St., Suite 2, Pueblo, CO 81003 at 10:00 a.m., on May 12, 2020.

The parties agree that the Purchaser, at any time before title is conveyed to the Purchaser, may request to accelerate the date set for closing of title and delivery of the deed upon notice in writing to the Seller specifying the date, time, and place of closing.

The parties agree that the Purchaser, at any time before closing may request one (1) continuance in writing, not to exceed thirty-five (35) days, to close on the real property.

4. TRANSFER OF TITLE:

Subject to payment at closing as required herein and compliance by Purchaser with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient Special Warranty Deed to Purchaser conveying the real property subject to building and zoning regulations, taxes, assessments, and all easements and encumbrances, including those of record.

5. TAXES:

Purchaser shall be responsible for taxes on the real property subsequent to the date of closing, which will be payable in the year after closing.

6. POSSESSION:

Possession of the property shall be delivered to the Purchaser on the date of closing.

7. ENTRY ON PROPERTY:

The Purchaser, its agents, employees, servants, or nominees, are hereby granted the right to enter on the real property for the purpose of making any engineering, geological, ecological, environmental, soil, surveying, or other work as may be reasonably necessary or appropriate for the preparation of any plans, surveys, reports, or applications

8. GOOD FUNDS:

All payments required at closing shall be delivered to the Purchaser on the date of closing.

9. NON-ASSIGNABLE:

This Agreement shall not be assignable by Purchaser without Seller's prior written consent. Except as so restricted, this Agreement shall insure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the respective parties hereto and shall be effective (except for the earnest money provisions herein which shall be effective upon submission to the seller of this Agreement executed by the Purchaser) only upon execution by both parties and an executed copy returned to Purchaser.

10. TIME IS OF THE ESSENCE:

Time is of the essence to this Agreement. If any obligation of this Agreement is not performed, there shall be the following remedies:

- a. If Purchaser is in default, the Seller may elect to treat this Agreement as canceled, in which case all payments and things of value received by Seller shall be forfeited and retained by Seller and Seller may recover such damages as may be proper or Seller may elect to treat this Agreement as being in full force and effect and Seller shall have the right to specific performance or damages or both.

b. If Seller is in default, Purchaser may elect to treat this Agreement as canceled in which case all payments and things of value received by Seller shall be returned to Purchaser.

11. NOTICES.

Any notice or other communication given by either party to the other relating to this Agreement shall be sent by registered mail addressed to such other party at the following addresses:

Pueblo West Metropolitan District
c/o Harley Gifford
781 E. Industrial Boulevard
Pueblo West, Colorado 81007
719-547-5011

Top Shelf Entertainment
c/o Raymond Chavez, Jr.
232 S. Union Avenue
Pueblo, Colorado 81003
719-406-9828

12. EARNEST MONEY:

Upon execution of this Agreement by the Seller and delivery of the executed agreement to Purchaser, Purchaser shall immediately tender earnest money in the amount referenced in paragraph 2 of this agreement in the form of a cashier's check made payable to the Pueblo West Metropolitan District.

Upon Purchaser's payment of earnest money, the Seller shall remove the real property described herein from availability for sale. At any time after execution of this Agreement and payment of the earnest money, should the Purchaser fail to close, within the time limit set forth in this Agreement or any written extension signed by both parties for any reason other than unmarketability of title, the earnest money paid shall be retained by Seller.

13. ATTORNEY'S FEES AND COSTS:

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

14. CLOSING COSTS:

Purchaser shall pay all closing costs and fees associated with the purchase of the real property referenced hereinabove, plus all premiums for title insurance and all other closing costs, including but not limited to, recording fees.

15. CONTROLLING LAWS:

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Colorado.
- b. The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Pueblo County, Colorado.
- c. The parties to this Agreement agree to comply with all applicable federal, state, local laws, ordinances, and Pueblo West Metropolitan District's rules and regulations pertaining to the utilization of the property subject to this Agreement.

16. MISCELLANEOUS:

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

17. PRORATIONS:

All assessments shall be prorated to the date of closing.

18. SPECIAL TAXING DISTRICTS:

SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL

OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

19. UTILITY EXTENSIONS:

If an extension for any utility is required in order to provide service to the real property, the Purchaser agrees to be solely responsible for and pay all costs for these extensions.

20. ADDITIONAL REQUIREMENTS:

Purchaser agrees to comply with all governmental requirements of Pueblo County and the Pueblo West Metropolitan District. Said requirements may include, but are not limited to, construction of drainage structures, parking facilities, and/or off site road improvements. Purchaser further acknowledges that the Property is located within the Pueblo West Metropolitan District, a covenant controlled community, and does further acknowledge that the Pueblo West Committee of Architecture is charged with enforcing the Declarations of Reservations recorded on the Property.

The Parties further agree that Purchaser, Purchaser's assigns, heirs and devisees shall be required to provide any and all roadway improvements, to include by not limited to re-paving of the adjoining streets, at Purchaser's sole cost pursuant to Pueblo West Metropolitan District Roadway Standards.

21. SURVIVAL OF TERMS:

The terms and provisions of this Agreement shall survive Closing.

22. LEGAL COUNSEL:

Purchaser acknowledges that it has had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that Purchaser represents and warrants that it has sought out or waived the opportunity to seek out such independent legal advice and counsel.

23. NEGOTIATION:

The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

24. NOTICE OF ACCEPTANCE:

If Seller accepts and executes this Agreement by signing below, this Agreement shall become a contract between Seller and Purchaser at the time a fully executed copy is delivered to Purchaser.

25. COUNTERPARTS BY FACSIMILE OR EMAIL:

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by Email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

26. SECTION HEADINGS

The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

BY: _____
Raymond Chavez, Jr.
Top Shelf Entertainment

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 2020
by
_____, Purchaser.

Signature of Notary Public

AFFIX NOTARY STAMP

(Print Notary Name)

My Commission Expires: _____

**Pueblo West Metropolitan District, a
Colorado Special District “Seller”**

BY: _____

Print Name: _____
President

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of January, 2020, by Doug Proal, as the President of the **Pueblo West Metropolitan District, a Colorado Special District.**

Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

AFFIX NOTARY STAMP