



Chesnick Realty, LLC
 137 N Peach St Fruita, CO 81521
 Lori Chesnick Broker/Owner lori@chesnickrealtyllc.com
 Ph: 970-858-8238 Fax: 970-858-8266

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CP40-8-24) (Mandatory 8-24)

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

COUNTERPROPOSAL

Date: 9/20/2024

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated 9/13/2024 (Contract) between Mary C Rue and Judith A Smith and Fredrick L Smith (Seller) and City of Fruita (Buyer) relating to the sale and purchase of the following legally described real estate in the County of Mesa, Colorado (insert legal description): LOTS 22&23 BLK 3 TOWN OF FRUITA SEC 17 1N 2W UM TAX PARCEL # 2697-172-12-010 TITLE TO VERIFY LEGAL DESCRIPTION known as: TBD N Mulberry St, Fruita, CO 81521 (Property).

NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. **§ 3.1. Dates and Deadlines.** [Note: This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline		No Change	Deleted
1	§ 3	Time of Day Deadline				
2	§ 3	Alternative Earnest Money Deadline	<u>10/16/2024</u>	<u>Wednesday</u>		
		Title				
3	§ 8	Record Title Deadline (and Tax Certificate)	<u>10/16/2024</u>	<u>Wednesday</u>		
4	§ 8	Record Title Objection Deadline				
5	§ 8	Off-Record Title Deadline	<u>10/16/2024</u>	<u>Wednesday</u>		
6	§ 8	Off-Record Title Objection Deadline				
7	§ 8	Title Resolution Deadline				
8	§ 8	Third Party Right to Purchase/Approve Deadline				
		Owners' Association				
9	§ 7	Association Documents Deadline				
10	§ 7	Association Documents Termination Deadline				
		Seller's Disclosures				
11	§ 10	Seller's Property Disclosure Deadline				
12	§ 10	Lead-Based Paint Disclosure Deadline				
		Loan and Credit				
13	§ 5	New Loan Application Deadline				
14	§ 5	New Loan Terms Deadline				
15	§ 5	New Loan Availability Deadline				
16	§ 5	Buyer's Credit Information Deadline				
17	§ 5	Disapproval of Buyer's Credit Information Deadline				
18	§ 5	Existing Loan Deadline				
19	§ 5	Existing Loan Termination Deadline				
20	§ 5	Loan Transfer Approval Deadline				
21	§ 4	Seller or Private Financing Deadline				
		Appraisal				
22	§ 6	Appraisal Deadline				
23	§ 6	Appraisal Objection Deadline				
24	§ 6	Appraisal Resolution Deadline				
		Survey				
25	§ 9	New ILC or New Survey Deadline	<u>10/16/2024</u>	<u>Wednesday</u>		
26	§ 9	New ILC or New Survey Objection Deadline				
27	§ 9	New ILC or New Survey Resolution Deadline				
		Inspection and Due Diligence				
28	§ 2	Water Rights Examination Deadline				
29	§ 8	Mineral Rights Examination Deadline				
30	§ 10	Inspection Termination Deadline				
31	§ 10	Inspection Objection Deadline				
32	§ 10	Inspection Resolution Deadline				
33	§ 10	Property Insurance Termination Deadline				
34	§ 10	Due Diligence Documents Delivery Deadline	<u>10/16/2024</u>	<u>Wednesday</u>		
35	§ 10	Due Diligence Documents Objection Deadline				
36	§ 10	Due Diligence Documents Resolution Deadline				
37	§ 10	Environmental Inspection Termination Deadline (CBS2, 3, 4)				
38	§ 10	ADA Evaluation Termination Deadline (CBS2, 3, 4)				
39	§ 10	Conditional Sale Deadline				
40	§ 10	Lead-Based Paint Termination Deadline				

41	§ 11	Estoppel Statements Deadline (CBS2, 3, 4)				
42	§ 11	Estoppel Statements Termination Deadline (CBS2,3,4)				
Closing and Possession						
43	§ 12	Closing Date				
44	§ 17	Possession Date				
45	§ 17	Possession Time				
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3. § 4. PURCHASE PRICE AND TERMS. [Note: This table may be deleted if inapplicable.]

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	\$650,000.00	
2	§ 4.3	Earnest Money		\$30,000.00
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		\$620,000.00
10		TOTAL	\$650,000.00	\$650,000.00

4. ATTACHMENTS. The following are a part of this Counterproposal:

Note: The following documents have been provided but are **not** a part of this Counterproposal:

5. OTHER CHANGES.

6. ACCEPTANCE DEADLINE. This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before **09/30/2024 4pm**.

Date Time

If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms and conditions of the Contract remain the same.

Mary C Rue

Date: **9/25/2024**

Seller: **Mary C Rue**

Judith A Smith

Date: **9/25/2024**

Seller: **Judith A Smith**

Address:

Fredrick L Smith

Date: **9/25/2024**

Seller: **Fredrick L Smith**

Address:

Michael Bennett, City Manager

Date: **9/25/2024**

Buyer: **City of Fruita**
By: Michael Bennett, City Manager

Address:

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46 Buyer: _____ Date: _____

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Note: When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this
48 Counterproposal. Brokers must complete and sign the Broker's Acknowledgments and Compensation Disclosure
portion of the Contract.

CP40-8-24. COUNTERPROPOSAL

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