



First Colorado Land Office
7385 W. Hwy 50 Salida, CO 81201
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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CP40-6-21) (Mandatory 1-22)

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

COUNTERPROPOSAL

Date: 5/28/2024

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated 5/17/2024 (Contract) between **STAR MOUNTAIN LLC** (Seller) and **CITY OF SALIDA** (Buyer) relating to the sale and purchase of the following legally described real estate in the County of **Chaffee**, Colorado (insert legal description):
LOT 1 325 W HWY 50 SUBDIVISION EXEMPTION PLAT 421196 SAL410 REC 421396
known as: **325 W HIGHWAY 50, SALIDA, CO 81201** (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	<i>no change</i>			
2	§ 3	Alternative Earnest Money Deadline	<i>5 Days after City Council Approval</i>			
Title						
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>no change</i>			
4	§ 8	Record Title Objection Deadline	<i>no change</i>			
5	§ 8	Off-Record Title Deadline	<i>no change</i>			
6	§ 8	Off-Record Title Objection Deadline	<i>no change</i>			
7	§ 8	Title Resolution Deadline	<i>no change</i>			
8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>no change</i>			
Owners' Association						
9	§ 7	Association Documents Deadline	<i>no change</i>			
10	§ 7	Association Documents Termination Deadline	<i>no change</i>			
Seller's Disclosures						
11	§ 10	Seller's Property Disclosure Deadline	<i>6/11/2024</i>	<i>Tuesday</i>		
12	§ 10	Lead-Based Paint Disclosure Deadline	<i>no change</i>			
Loan and Credit						
13	§ 5	New Loan Application Deadline	<i>no change</i>			
14	§ 5	New Loan Terms Deadline	<i>no change</i>			
15	§ 5	New Loan Availability Deadline	<i>no change</i>			
16	§ 5	Buyer's Credit Information Deadline	<i>no change</i>			
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>no change</i>			

18	§ 5	Existing Loan Deadline	<i>no change</i>			
19	§ 5	Existing Loan Termination Deadline	<i>no change</i>			
20	§ 5	Loan Transfer Approval Deadline	<i>no change</i>			
21	§ 4	Seller or Private Financing Deadline	<i>no change</i>			
Appraisal						
22	§ 6	Appraisal Deadline	<i>no change</i>			
23	§ 6	Appraisal Objection Deadline	<i>no change</i>			
24	§ 6	Appraisal Resolution Deadline	<i>no change</i>			
Survey						
25	§ 9	New ILC or New Survey Deadline	<i>6/18/2024</i>	<i>Tuesday</i>		
26	§ 9	New ILC or New Survey Objection Deadline	<i>6/19/2024</i>	<i>Wednesday</i>		
27	§ 9	New ILC or New Survey Resolution Deadline	<i>6/21/2024</i>	<i>Friday</i>		
Inspection and Due Diligence						
28	§ 2	Water Rights Examination Deadline	<i>no change</i>			
29	§ 8	Mineral Rights Examination Deadline	<i>no change</i>			
30	§ 10	Inspection Termination Deadline	<i>no change</i>			
31	§ 10	Inspection Objection Deadline	<i>no change</i>			
32	§ 10	Inspection Resolution Deadline	<i>no change</i>			
33	§ 10	Property Insurance Termination Deadline	<i>no change</i>			
34	§ 10	Due Diligence Documents Delivery Deadline	<i>no change</i>			
35	§ 10	Due Diligence Documents Objection Deadline	<i>no change</i>			
36	§ 10	Due Diligence Documents Resolution Deadline	<i>no change</i>			
37	§ 10	Environmental Inspection Objection Deadline (CBS2, 3, 4)	<i>no change</i>			
38	§ 10	ADA Evaluation Termination Deadline (CBS2, 3, 4)	<i>no change</i>			
39	§ 10	Conditional Sale Deadline	<i>no change</i>			
40	§ 10	Lead-Based Paint Termination Deadline	<i>no change</i>			
41	§ 11	Estoppel Statements Deadline (CBS2, 3, 4)	<i>no change</i>			
42	§ 11	Estoppel Statements Termination Deadline (CBS2,3,4)	<i>no change</i>			
Closing and Possession						
43	§ 12	Closing Date	<i>no change</i>			
44	§ 17	Possession Date	<i>no change</i>			
45	§ 17	Possession Time	<i>no change</i>			
46	<i>n/a</i>	<i>n/a</i>	<i>no change</i>			
47	<i>n/a</i>	<i>n/a</i>	<i>no change</i>			

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	<i>\$1,200,000.00</i>	
2	§ 4.3	Earnest Money		<i>\$50,000.00</i>
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7	<i>n/a</i>	<i>n/a</i>		
8	<i>n/a</i>	<i>n/a</i>		

9	§ 4.4	Cash at Closing		\$1,150,000.00
10		TOTAL	\$1,200,000.00	\$1,200,000.00

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

no change

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

no change

5. OTHER CHANGES.

1. Section 8.9- The "does" box shall be checked for Buyer to have the right to review Mineral Rights.

2. Section 9.1.1- Seller to order the survey instead of the Buyer.

3. Section 10.6.1.4.8- Seller shall provide 3 years of copies of insurance policy for the property plus any claims in the last three years.

4. Section 26.2- "Any electronic Delivery" shall be deleted from this contract.

5. Section 29- This contract is contingent upon City Council Approval on or before June 5th, 2024. If the approval is not given by City Council, then this Contract shall be considered null and void.

6. Buyer and Seller agree that the previous acceptance deadline was not met, but by signing this Counterproposal the contract will be considered in full force.

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 06/04/2024 5:00 PM MST.

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.

Date: _____

Seller: **STAR MOUNTAIN LLC**
By: LAURA ANDERSON, MANAGING MEMBER

Seller: _____ Date: _____

Christy Doon, Administrator

Date: **6/3/2024**
Buyer: **CITY OF SALIDA**
By: Christy Doon, Administrator

45 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
47 Counterproposal. Brokers must complete and sign the Broker's Acknowledgments and Compensation Disclosure
portion of the Contract.

CP40-6-21. COUNTERPROPOSAL

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