



**Town of Green Mountain Falls
Planning Commission Regular Meeting
Agenda**

**Tuesday, October 12, 2021 @ 6:30 PM
ZOOM-ONLY MEETING**

Zoom Meeting

<https://us02web.zoom.us/j/83938863350?pwd=aGxCNmw1RXljRDkfcXBicnREaWRtUT09>

Meeting ID: 839 3886 3350; Passcode: 934798

TIME		ITEM	DESIRED OUTCOME
6:30	1.	CALL TO ORDER	
	2.	AUDIO CHECK	
	3.	ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA	
	4.	APPROVAL OF MINUTES September 14, 2021, Regular Meeting Minutes	Action Recommended
	5.	PUBLIC COMMENT**	
	6.	NEW BUSINESS	
	a.	No new business	
	7.	OLD BUSINESS	
	a.	OCT2021-01 – 10650 Hondo – Town parcel purchase	Action Recommended
	8.	OTHER BUSINESS	
	9.	Adjournment	

**Register for public comment by 4:00 PM the day of the meeting: staff@gmfco.us; planner@gmfco.us

Planning Commission Members:

Todd Dixon, Chair

Lamar Matthews, Commissioner

Sean Ives, Commissioner

Gregory Williamson, Vice Chair

Paul Yingling, Commissioner



MEETING MINUTES

Planning Commission

September 14, 2021

6:30 p.m. In-Person/Zoom Hybrid Meeting

Commissioners Present: Todd Dixon, Sean Ives, Lamar Matthews (Zoom), Paul Yingling (Zoom)

Commissioners Absent: Gregory Williamson

Ex Officio Member: Mayor Jane Newberry

Board of Trustees Liaison:

GMF Staff: Nate Scott

[Link to Zoom Video Recording](#)

Agenda Item	Motion/Discussion	M/S	TD	SI	LM	GW	PY	JN
1. CALL TO ORDER / ROLL CALL	Meeting called to order at 6:30pm							
2. ADDITIONS, DELETIONS, & CORRECTIONS TO THE AGENDA	Moved to strike Item 8b	PY/LM	A	A	A		A	
3. APPROVAL OF MINUTES- August 10, 2021	Moved to approve	SI/PY	A	A	A		A	
4. PUBLIC COMMENT	No public comment							
5. NEW BUSINESS								
a. AUG2021-02 - 6620 Pine – Deck Application	Staff report - Matt Swanson, applicant, was on Zoom. This is for a replacement deck. Summary of materials are in the packet. Submitted to PPR also. Site plan does not have ILC but does have an aerial photo from 2018 El Paso county. Staff does not have any concerns, no set back concerns. Rec to approve. Chair Dixon - Location of property markers? Swanson - have not exposed any prop corners but	LM/ PY	A	A	A		A	



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	inside min requirements. Commissioner Ives - no issue since it is not close to the property line. Other commissioners agreed. Moved to approve. Motion passed - 4/0							
6. OLD BUSINESS								
a. MAY2021-01 - 11070 Belvidere - Remodel	Staff report - When last presented the package lacked site plan with building measurements and letters from trustee ownership. Resubmitted for a 3rd floor addition. No change to building footprint. Staff report indicated no setback issues due to no footprint change. Building heights were added to plans. Septic will be tagged by PPRBD to El Paso County Health to review it. Com to staff - none Applicant - not present Com discussion - Can't meet some of the setbacks, might need a variance. Staff needs to check on setbacks. Moved to approve the architectural review contingent on the El Paso septic review and to advise that the owners obtain a variance. Motion passed - 4/0	LM/SI	A	A	A		A	
7. OTHER BUSINESS								



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<p>a. 10650 Hondo Ave. – Encroachment on Town-owned parcel</p>	<p>Staff report - ILC for titlework discovered an encroachment on town parcel. Questions arose on whether or not the town needs access. Questions also arose regarding underground Utilities. CSU water valve was found. Questions about underground utilities have been directed to CSU. Bair parcel boundary has not changed. Significant portion of the house encroaches on the town parcel. Options initially presented: 1. Town agrees to sell parcel to the owners 2. Land swap idea from surveyor who works with real estate agent. Neighbors have been parking on the Bair property. Easement could be granted to property owners. It was recommended Bairs get a surveyor and legal assistance.</p> <p>PC needs to take the following steps: Step 1 - concept plan Step 2 - formal plan</p> <p>Mayor - town would possibly sell just whatever it takes to clear the property. Easements can cause trouble with changing owners. Fee charged for easement.</p> <p>Further discussion: Formal plan that addresses all 3 options. What does the town need for each option? Do owners have a preference? PC needs to set requirements.</p> <p>Applicant - Liz Snow, real estate agent said that the house is under contract and a buyer has a loan so</p>	LM/SI	A	A	A		A	
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	<p>this is time critical. This was discovered when the title research was done. Snow says the market value of the town lot is 4k.</p> <p>Mayor - this lot could be valuable as a trail access or utility access. Does not need to run by PRT.</p> <p>Action: PC members give a list of items for Applicant to address in the Formal Plan to staff by the 21st of September.</p> <p>Consider a special meeting? Staff - yes. Sept 28th at 6:30pm</p> <p>Move to approve the basic concept of transfer of property based on the four options being proposed.</p> <ol style="list-style-type: none"> 1. purchase of full lot 2. purchase of a partial portion of the lot 3. swap of lots 4. easement <p>Motion passed - 4/0</p> <p>The four options to be presented at the 9/28 meeting.</p>							
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b. Land Use Code rewrite – Planning Commission and Staff discussion	STRICKEN from the Agenda							
c. Planning process documentation – Planning Commission and Staff discussion	Chair Dixon presented a Planning process document which was crafted with full staff in mind. Reviewed N. Scott’s comments. Chair Dixon would like to present to the Board for committee reports at the next meeting.							
d. Housekeeping Announcements Next Regular Meeting October 12th	<p>Chair Dixon discussed residency requirements for PC members since it is a quasi-judicial committee. Town attorney contacted the town manager regarding this matter. Could result in a negated vote if it was a close vote. Full time residency needs to be documented for PC members.</p> <p>Action: PC members to bring in two supporting documents before the next meeting, October 12, to Scott. Documents can include: tax forms, voter regs, car regs, utility bill for GMF (with local billing address).</p> <p>Sept 24th is installment 1 of the Code rewrite.</p> <p>Action: PC members to send Code rewrite comments to Scott before Sept. 24th.</p> <p>Nov 9th meeting will be installment 2 presentation. PC members will have a week to make comments. Dec 14th meeting will be installment 3 presentation. PC members have a week to make comments. Jan 11 meeting, the code rewrite draft will be presented for public hearing 1.</p>							



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	Feb 4th meeting will be public hearing 2.							
	Special meeting will be held on Sept 28th.							
8. Adjournment	Adjourned 7:54pm							



To: Planning Commission

From: GMF Staff

Date: October 8, 2021

Re: Bair purchase of Town-owned parcel 8308105005

Background

The current owners of parcel 8308105009 in El Paso County, the Bair family, are trying to sell their property via Liz Snow-Wheeler of Cutting Edge Realtors. Liz reached out to the Town because the house is under contract, but the recent ILC for title work revealed a significant encroachment of the current Bair house onto parcel 8308105005, owned by the Town of Green Mountain Falls.

When the Bairs purchased the property in 1982 they also had a survey/ILC completed for title work. The 1981 ILC does not show the house encroaching on the property, only part of a south patio encroaching slightly into Lot 65, Block 19 of GMF Addition 3. They are asking the Town to help fix the problem because the 1982 ILC did not raise any red flags and the assumption has been that the much-delayed recording of deed 209410 in 2006, creating the Town parcel (north 15' of Lot 65), caused this problem. They would like to acquire the Town parcel to fix the matter and proceed with the sale.

Liz Snow-Wheeler will be attending the Planning Commission on behalf of the Bairs, who have limited funds but are willing to pay for a real estate attorney to draw up paperwork if the Planning Commission recommends this transaction. The El Paso County Assessor's site lists a market value of the property at \$4,100. The Bairs are offering \$2,000, payable after the sale of this property.

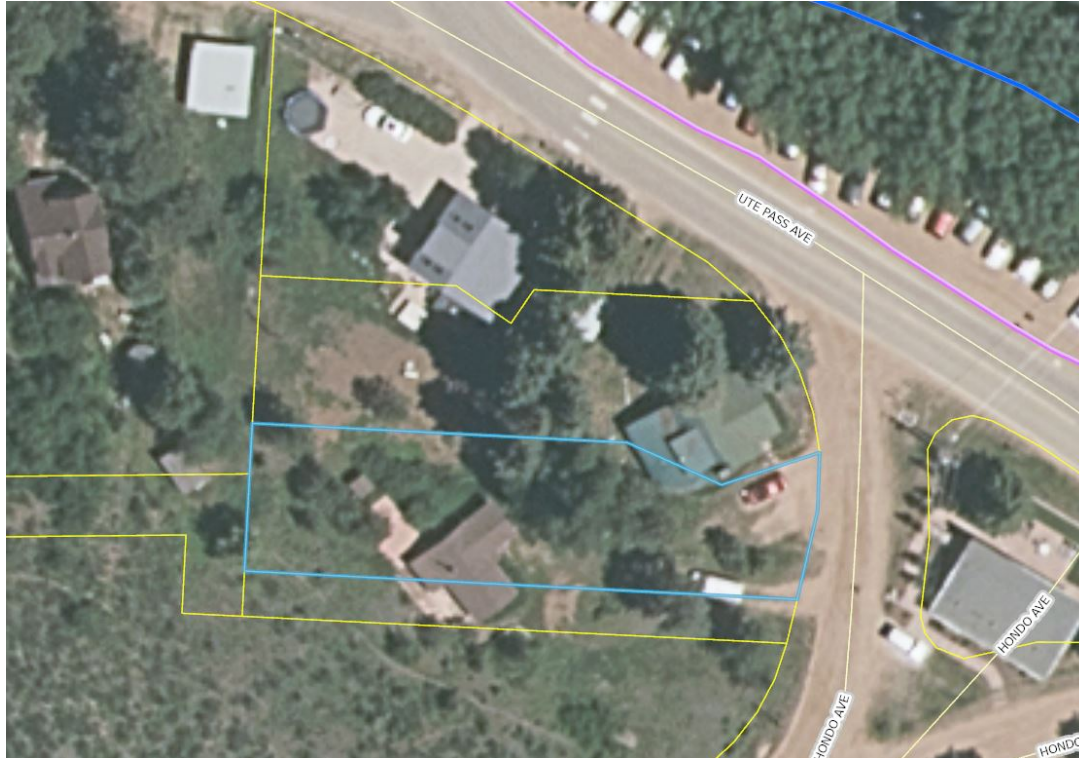
Staff recommendation

Staff conducted a basic market value calculation based on four recent comparable purchases of vacant and sloped land by the Historic Green Mountain Falls Foundation. Based on the average per-acre cost on these four comps, the value of parcel 8308105009 is \$2,166.23. Based on these comparable sales, the inclusion of a utility easement in the purchase offer, the limited benefit this parcel affords the Town, and the knowledge that the prospective buyers wish to resolve all title issues on this parcel for subsequent good sales, staff feels that a sale price of \$2,000 is fair.

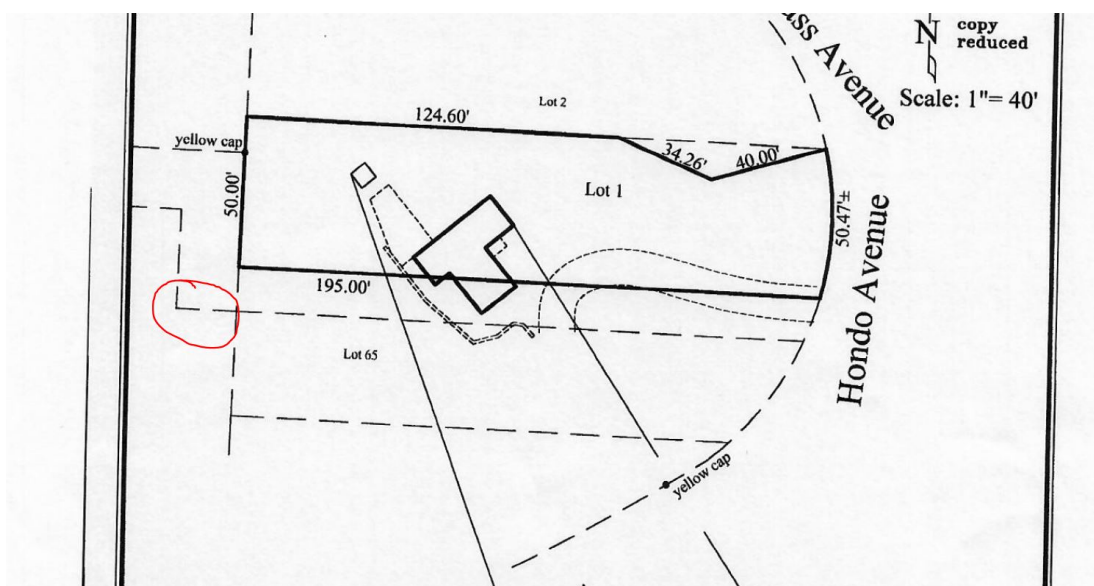
Action Requested: Approve this application and recommend the Board of Trustees sell the parcel, with perpetual easement to the Town, to the Bairs for the sum of \$2,000.

Site images

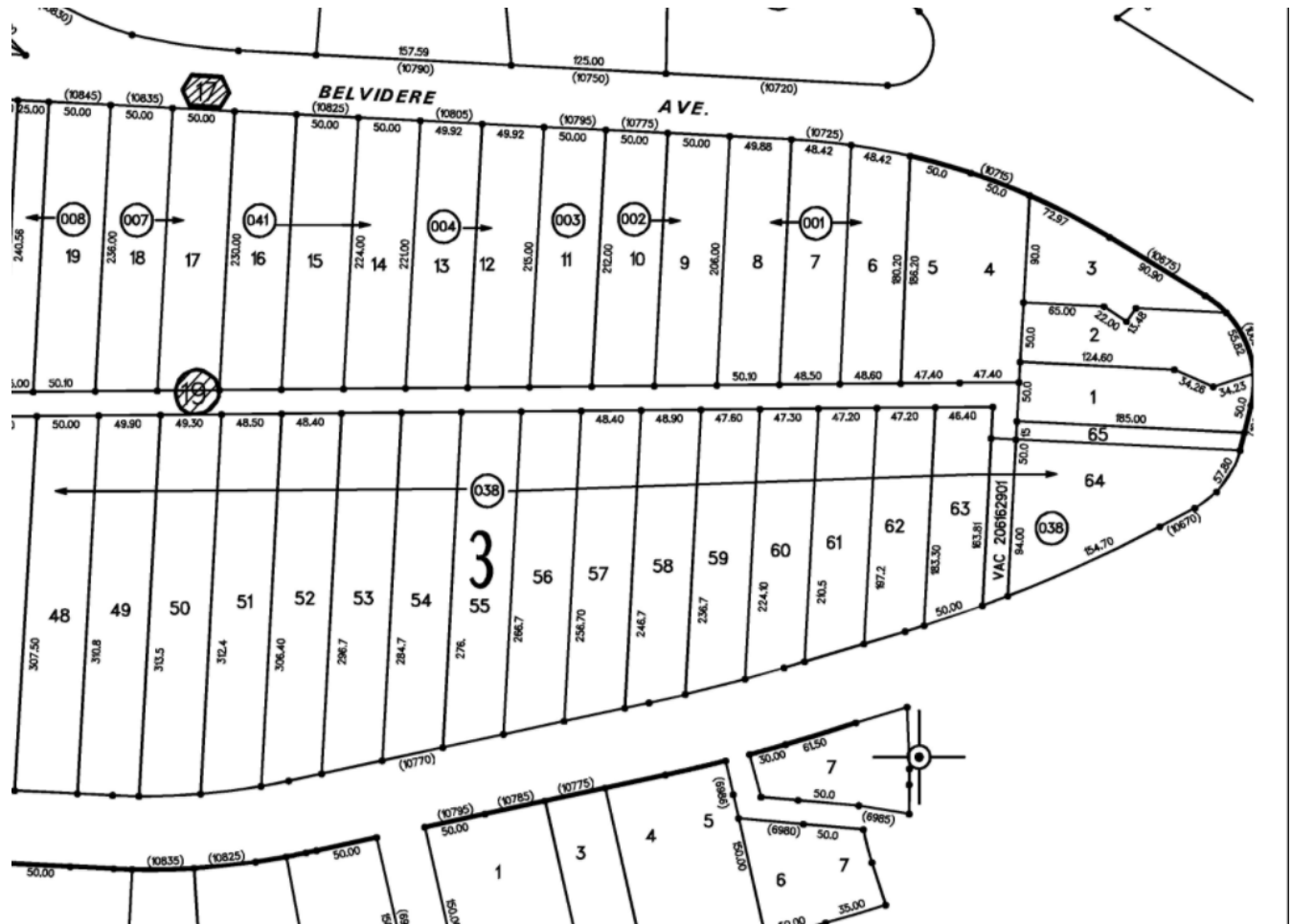
Bair parcel in blue, Town parcel to the south (N 15' of Lot 65):



Rear water valve location and image:



County Plat Map overview:





Town of Green Mountain Falls
Land Use Approval Application

General Information

- This form serves as a general application for Land Use processes not covered specifically by a dedicated form.
- Applicants are responsible for reviewing and understanding the Code.
- Complete applications are subject to staff review time of two weeks (14 days).

Applicant

Applicant:	Liz Snow-Wheeler
Address:	1261 Cresson Mine Dr C.S. CO 80905
E-Mail:	snowwheeler38@gmail.com
Phone:	719-661-9614
Owner:	Jeff & Karen Bair
Address:	6624 Sundown Trail Frisco, TX 75034
E-mail:	greenmtbair@yahoo.com greenmtbair@yahoo.com
Phone:	469-579-4936

Property

Physical Property Address: El Paso County parcel 8308105005	
Type of Project: Purchase Town Land	Zoning/Lot Size: R-1 / 2850 sq. feet
Hillside Overlay zone? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Land Survey/ILC Included: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Certification & Signature

APPLICANT'S STATEMENT: I understand the procedures and requirements (pages 1 and 2 of this application) that apply to my request and acknowledge an incomplete application will not be scheduled for public hearing. GMF Staff's acceptance of the application, payment of fees, and submittal of accompanying materials does not constitute completeness. I further agree to reimburse the city for technical and professional consulting expenses that may be incurred during the review of my request. Failure to reimburse the Town for invoiced expenses constitutes an incomplete application.

Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge.

By checking this box, I agree to the certification statement and am typing my full name as an electronic signature.

Applicant Signature Liz Snow-Wheeler Date 10-7-21
Owner Signature Jeff A. Bair Date 10/8/21
Owner Signature Karen Bair Date 10-8-21

This document can be signed electronically using Adobe Reader DC for free.



The Cutting Edge, Realtors
Elizabeth Snow-Wheeler
Ph: 719-661-9614

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (BC60-6-19) (Mandatory 1-20)

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

Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, OR TRANSACTION-BROKERAGE.

EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT

☐ **BUYER AGENCY** ☐ **TRANSACTION-BROKERAGE**

Date: 10/7/2021

1. AGREEMENT. Buyer and Brokerage Firm enter into this exclusive, irrevocable contract (Buyer Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Buyer. Brokerage Firm will receive compensation as set forth in this Buyer Listing Contract.

2. BROKER AND BROKERAGE FIRM.

☒ **2.1. Multiple-Person Firm.** If this box is checked, "Broker" (as defined below) is the individual designated by Brokerage Firm to serve as the broker of Buyer and to perform the services for Buyer required by this Buyer Listing Contract. If more than one individual is so designated, then references in this Buyer Listing Contract to Broker includes all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

☐ **2.2. One-Person Firm.** If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person. References in this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm, who serve as the Broker of Buyer and perform the services for Buyer required by this Buyer Listing Contract.

3. DEFINED TERMS.

3.1. Buyer: Bair Family Revocable Trust and any other person or entity on whose behalf the named party acts, directly or indirectly, to Purchase the Property.

3.2. Brokerage Firm: The Cutting Edge, Realtors

3.3. Broker: Elizabeth Snow-Wheeler

3.4. Property. Property means real estate which substantially meets the following requirements or is acceptable to Buyer:

This offer to purchase parcel 8308105005 N 15 FT OF LOT 65 BLK 19 GREEN MOUNTAIN

FALLS ADD 3 This offer is expressly contingent on the outcome of a second survey that is in process right now and will be completed on Monday October 11, 2021.

3.5. Purchase; Lease.

3.5.1. A "Purchase" of Property means the acquisition of any interest in the Property or the creation of the right to acquire any interest in the Property, including a contract or lease. It also includes an agreement to acquire any ownership interest in an entity that owns the Property.

☐ **3.5.2.** If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. Lease of the Property or Lease means any agreement between a landlord and the Buyer to create a tenancy or leasehold interest in the Property.

3.6. Listing Period. The Listing Period of this Buyer Listing Contract begins on **10/8/2021**, and continues through the earlier of (1) completion of the Purchase of the Property or Lease of the Property or (2) **12/31/2021**, and any written extensions (Listing Period). Broker will continue to assist in the completion of any purchase or lease for which compensation is payable to Brokerage Firm under § 7 of this Buyer Listing Contract.

3.7. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon which both parties have signed this Buyer Listing Contract.

3.8. Day; Computation of Period of Days, Deadline.

3.8.1. Day. As used in this Buyer Listing Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

3.8.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, e.g., three days after MEC, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. BROKERAGE RELATIONSHIP.

4.1. If the Buyer Agency box at the top of page 1 is checked, Broker represents Buyer as Buyer's limited agent (Buyer's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

4.2. In-Company Transaction – Different Brokers. When the seller and Buyer in a transaction are working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Buyer acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a seller.

4.3. In-Company Transaction – One Broker. If the seller and Buyer are both working with the same Broker, Broker will function as:

4.3.1. Buyer's Agent. If the Buyer Agency box at the top of page 1 is checked, the parties agree the following applies:

4.3.1.1. Buyer Agency Unless Brokerage Relationship with Both. Broker represents Buyer as Buyer's Agent and must treat the seller as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. However, if Broker delivers to Buyer a written Change of Status that Broker has a brokerage relationship with the seller then Broker is working with both Buyer and seller as a Transaction Broker. If the box in § 4.3.1.2 (**Buyer Agency Only**) is checked, § 4.3.1.2 (**Buyer Agency Only**) applies instead.

☒ **4.3.1.2. Buyer Agency Only.** If this box is checked, Broker represents Buyer as Buyer's Agent and must treat the seller as a customer. Broker must disclose to such customer Broker's relationship with Buyer.

4.3.2. Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker must work with Buyer as a Transaction-Broker. A Transaction-Broker must perform the duties described in § 5 and facilitate purchase transactions without being an advocate or agent for either party. If the seller and Buyer are working with the same Broker, Broker must continue to function as a Transaction-Broker.

5. BROKERAGE DUTIES. Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Buyer's Agent, must perform the following **Uniform Duties** when working with Buyer:

5.1. Broker must exercise reasonable skill and care for Buyer, including but not limited to the following:

5.1.1. Performing the terms of any written or oral agreement with Buyer;

5.1.2. Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is already a party to a contract for the Purchase of Property;

5.1.3. Disclosing to Buyer adverse material facts actually known by Broker;

5.1.4. Advising Buyer regarding the transaction and advising Buyer to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

5.1.5. Accounting in a timely manner for all money and property received; and

5.1.6. Keeping Buyer fully informed regarding the transaction.

5.2. Broker must not disclose the following information without the informed consent of Buyer:

5.2.1. That Buyer is willing to pay more than the purchase price offered for the Property;

5.2.2. What Buyer's motivating factors are;

5.2.3. That Buyer will agree to financing terms other than those offered; or

5.2.4. Any material information about Buyer unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing.

5.3. Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

5.4. Broker may show properties in which Buyer is interested to other prospective buyers without breaching any duty or obligation to Buyer. Broker is not prohibited from showing competing buyers the same property and from assisting competing buyers in attempting to purchase a particular property.

5.5. Broker is not obligated to seek other properties while Buyer is already a party to a contract for the Purchase of Property.

5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of Buyer and has no duty to independently verify the accuracy or completeness of statements made by a seller or independent inspectors. Broker has no duty to conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made by Buyer.

5.7. Broker must disclose to any prospective seller all adverse material facts actually known by Broker, including but not limited to adverse material facts concerning Buyer's financial ability to perform the terms of the transaction and whether Buyer intends to occupy the Property as a principal residence.

5.8. Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

6. **ADDITIONAL DUTIES OF BUYER'S AGENT.** If the Buyer Agency box at the top of page 1 is checked, Broker is Buyer's Agent, with the following additional duties:

- 6.1. Promoting the interests of Buyer with the utmost good faith, loyalty and fidelity;
- 6.2. Seeking a price and terms that are acceptable to Buyer; and
- 6.3. Counseling Buyer as to any material benefits or risks of a transaction that are actually known by Broker.

7. **COMPENSATION TO BROKERAGE FIRM.** In consideration of the services to be performed by Broker, Brokerage Firm will be paid as set forth in this section, with no discount or allowance for any efforts made by Buyer or any other person. Unless otherwise agreed to in writing, Brokerage Firm is entitled to receive additional compensation, bonuses, and incentives paid by listing brokerage firm or seller. Broker will inform Buyer of the fee to be paid to Brokerage Firm and, if there is a written agreement, Broker will supply a copy to Buyer, upon written request of Buyer.

7.1. **Brokerage Firm's Fee – Purchase.**

Check Compensation Arrangement:

☐ 7.1.1. **Success Fee.** Brokerage Firm will be paid as follows:
7.1.1.1. **Amount.** A fee equal to n/a% of the purchase price, but not less than \$n/a, except as provided in § 7.1.1.2.

7.1.1.2. **Adjusted Amount.** ☐ See § 21 (Additional Provisions) or ☐ Other
There will be no commission paid to any party for the purchase of parcel 8308105005

7.1.1.3. **When Earned; When Payable – Purchase.** The Success Fee is earned by Brokerage Firm upon the Purchase of Property and is payable upon closing of the transaction. If any transaction fails to close as a result of the seller's default, with no fault on the part of Buyer, the Success Fee will be waived. If any transaction fails to close as a result of Buyer's default, in whole or in part, the Success Fee will not be waived; such fee is payable upon Buyer's default, but not later than the date that the closing of the transaction was to have occurred.

☐ 7.1.2. **Hourly Fee.** Brokerage Firm will be paid \$n/a per hour for time spent by Broker pursuant to this Buyer Listing Contract, up to a maximum total fee of \$n/a. This hourly fee is payable to Brokerage Firm upon receipt of an invoice from Brokerage Firm.

☐ 7.1.3. **Retainer Fee.** Buyer will pay Brokerage Firm a nonrefundable retainer fee of \$n/a due and payable upon signing of this Buyer Listing Contract. This amount ☐ Will ☐ Will Not be credited against other fees payable to Brokerage Firm under this section.

☐ 7.1.4. **Other Compensation.**
None

7.2. **Brokerage Firm's Fee – Lease.** If the box in § 3.5.2 is checked, Brokerage Firm will be paid a fee as follows, less any amounts paid by the listing brokerage firm or landlord:

7.2.1. **Amount.** \$n/a per square n/a, or n/a, except as provided in § 7.2.2.

7.2.2. **Adjusted Amount.** ☐ See § 21 (Additional Provisions) or ☐ Other n/a.

7.2.3. **Other.** n/a.

233 **7.2.4. When Earned; When Payable – Lease.** This Lease fee is earned upon the mutual
234 execution of the Lease. One-half of this Lease fee is payable upon mutual execution of the Lease and
235 one-half upon possession of the premises by tenant or as follows: n/a. If the Lease, executed after the date
236 of this Buyer Listing Contract, contains an option to extend or renew, or if Buyer expands into additional
237 space within the building or complex where the Property is located, Brokerage Firm ☐ **Will** ☐ **Will Not** be
238 paid a fee upon exercise of such extension or renewal option or expansion. If Brokerage Firm is to be paid a
239 fee for such extension, renewal or expansion, the amount of such fee and its payment are as follows:
240 n/a.

242 **7.3. Who Will Pay Brokerage Firm's Success Fee.**

244 ☐ **7.3.1. Listing Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay.** Broker is
245 authorized and instructed to request payment of Brokerage Firm's Success Fee from the listing brokerage
246 firm or seller. Buyer is obligated to pay any portion of Brokerage Firm's Success Fee which is not paid by the
247 listing brokerage firm or seller.

249 ☐ **7.3.2. Buyer Will Pay.** Buyer is obligated to pay Brokerage Firm's Success Fee. Brokerage Firm
250 is NOT entitled to receive additional compensation, bonuses or incentives from listing brokerage firm, seller
251 or any other source.

253 ☐ **7.3.3. Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay.** Broker is
254 authorized to obtain payment of Brokerage Firm's Success Fee from the listing brokerage firm or seller.
255 Provided Buyer has fulfilled Buyer's obligations in this Buyer Listing Contract, Buyer is not obligated to pay
256 Brokerage Firm's Success Fee.
257 If no box is checked above, then § 7.3.3 (**Buyer is NOT Obligated to Pay**) will apply.

259 **7.4. Holdover Period.** Brokerage Firm's Success Fee applies to Property contracted for (or leased if
260 § 3.5.2 is checked) during the Listing Period of this Buyer Listing Contract or any extensions and also applies
261 to Property contracted for or leased within n/a calendar days after the Listing Period expires (Holdover
262 Period) (1) if the Property is one on which Broker negotiated and (2) if Broker submitted its address or other
263 description in writing to Buyer during the Listing Period (Submitted Property). Provided, however, Buyer
264 ☐ **Will** ☐ **Will Not** owe the Brokerage Firm's Success Fee under §§ 7.1, 7.2, 7.3.1 and 7.3.2 as indicated, if
265 a commission is earned by another brokerage firm acting pursuant to an exclusive agreement with Buyer
266 entered into during the Holdover Period, and a Purchase or Lease of the Submitted Property is
267 consummated. If no box is checked in this § 7.4, then Buyer does not owe the Brokerage Firm's Success Fee
268 to Brokerage Firm.

270 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set
271 forth in § 7, will accept compensation from any other person or entity in connection with the Property without
272 the written consent of Buyer. Additionally, neither Broker nor Brokerage Firm is permitted to assess and
273 receive mark-ups or other compensation for services performed by any third party or affiliated business entity
274 unless Buyer signs a separate written consent for such services.

276 **9. BUYER'S OBLIGATIONS TO BROKER.** Buyer agrees to conduct all negotiations for the Property only
277 through Broker, and to refer to Broker all communications received in any form from brokers, prospective
278 sellers, or any other source during the Term of this Buyer Listing Contract. Buyer represents that Buyer ☐ **Is**
279 ☐ **Is Not** currently a party to any agreement with any other broker to represent or assist Buyer in the location
280 or Purchase of Property. Buyer further represents that Buyer ☐ **Has** ☐ **Has Not** received a list of any
281 "Submitted Property" pursuant to a previous listing agreement to purchase Property with any other broker.

283 **10. RIGHT OF PARTIES TO CANCEL.**

285 **10.1. Right of Buyer to Cancel.** In the event Broker defaults under this Buyer Listing Contract, Buyer
286 has the right to cancel this Buyer Listing Contract, including all rights of Brokerage Firm to any compensation

if the Buyer Agency box at the top of page 1 is checked. Examples of a Broker breach include, but are not limited to (1) abandonment of Buyer, (2) failure to fulfill all material obligations of Broker and (3) failure to fulfill all material Uniform Duties (§ 5) or, if the Buyer Agency box at the top of page 1 is checked, the failure to fulfill all material Additional Duties of Buyer's Agent (§ 6). Any rights of Buyer that accrued prior to cancellation will survive such cancellation.

10.2. Right of Broker to Cancel. Brokerage Firm may cancel this Buyer Listing Contract upon written notice to Buyer if Buyer fails to reasonably cooperate with Broker or Buyer defaults under this Buyer Listing Contract. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation.

11. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order products or services from outside sources unless Buyer has agreed to pay for them promptly when due (e.g., surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm is obligated to advance funds for Buyer. Buyer must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Buyer.

12. BROKERAGE SERVICES; SHOWING PROPERTIES.

12.1. Brokerage Services. The following additional tasks will be performed by Broker:

n/a

12.2. Showing Properties. Buyer acknowledges that Broker has explained the possible methods used by listing brokers and sellers to show properties, and the limitations (if any) on Buyer and Broker being able to access properties due to such methods. Broker's limitations on accessing properties are as follows:

n/a.

Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:

n/a.

13. DISCLOSURE OF BUYER'S IDENTITY. Broker ☐ Does ☐ Does Not have Buyer's permission to disclose Buyer's identity to third parties without prior written consent of Buyer.

14. DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

15. WIRE AND OTHER FRAUDS. Wire and other frauds occur in real estate transactions. Any time Buyer is supplying confidential information such as social security numbers or bank account numbers, Buyer should provide the information in person or in another secure manner.

16. REMOVAL OF MARKETING MATERIAL. Buyer acknowledges that marketing material used by the seller and the seller's broker (e.g.: videos, photos, etc.) may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker from any liability for Broker's inability to remove the information.

17. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective seller because of their inclusion in a "protected class" as defined by federal, state or local law. "Protected classes" include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital status, familial status, physical or mental disability, handicap, religion, national origin, or ancestry of such person.

350 **18. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer
351 acknowledges that Broker has advised that this document has important legal consequences and has
352 recommended consultation with legal and tax or other counsel before signing this Buyer Listing Contract.
353

354
355 **19. MEDIATION.** If a dispute arises relating to this Buyer Listing Contract, prior to or after closing, and is
356 not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a
357 process in which the parties meet with an impartial person who helps to resolve the dispute informally and
358 confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing,
359 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally
360 in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire
361 dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by
362 one party to the other at the other party's last known address.
363

364
365 **20. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Buyer Listing Contract, the
366 arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney
367 and legal fees.
368

369
370 **21. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
371 Colorado Real Estate Commission.)

372 **The Bair Family offers the town \$2,000.00 for parcel 8308105005 N 15 FT OF LOT 65 BLK 19**
373 **GREEN MOUNTAIN FALLS ADD 3. Upon closing Empire Title will cut a check directly to the**
374 **town of Green Mountain Falls.**
375

376
377 **The Bairs are currently under contract and Buyers would like to close as soon as possible as**
378 **time is of the essence with their loan and appraisal being locked in.**
379

380 **See Attachment A**

381 **Buyers of 10650 will grant a perpetual easement to the town of Green Mountain Falls upon**
382 **successful closing.**
383

384
385
386 **22. ATTACHMENTS.** The following are a part of this Buyer Listing Contract:
387 **n/a**
388

389
390 **23. NOTICE, DELIVERY AND CHOICE OF LAW.**

391
392 **23.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Buyer must be in
393 writing, except as provided in § 23.2 and is effective when physically received by such party, or any individual
394 named in this Buyer Listing Contract to receive documents or notices for such party.
395

396 **23.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in
397 electronic form to Brokerage Firm or Buyer, or any individual named in this Buyer Listing Contract to receive
398 documents or notices for such party at the electronic address of the recipient by facsimile, email or **CTME**
399 **Contracts.**
400

401 **23.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email
402 at the email address of the recipient, (2) a link or access to a website or server provided the recipient
403 receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax
404 No.) of the recipient.
405

406 **23.4. Choice of Law.** This Buyer Listing Contract and all disputes arising hereunder are governed by
407 and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado



Liz Snow-Wheeler <snowwheeler22@gmail.com>

Hondo Easement

1 message

Attachment A

Val Bays <val.bays@wesellmore.net>

To: Liz Snow-Wheeler <snowwheeler22@gmail.com>

Fri, Oct 8, 2021 at 1:50 PM

EASEMENT AGREEMENT

This Easement Agreement, dated as of _____ [insert date], 2021 is executed by Jeffrey H. Bair and R. Karen Bair and The Town of Green Mountain Falls (collectively the "Parties").

WHEREAS, The real property commonly known as 10650 Hondo Ave. Green Mountain Falls, Colorado 80819 and parcel number 8308105009

WHEREAS, wish to formally grant one another and any utility providers, as necessary, the right to ingress and egress over and across the property if and to the extent that the Parties have the right to grant such rights;

The easement grants contained herein shall be limited to the normal use associated with gaining access to any utilities.

The easement grants contained herein are made without warranty of title and are subject to all prior encumbrances, easements, restrictions, reservations, rights-of-way, and rights of third parties not a party to this Agreement affecting the respective properties.

The terms and conditions herein shall inure to the benefit and burden of the Parties and their respective heirs, personal representatives, assigns, successors, guests, and invitees, as well as future owners of the respective properties.

IN WITNESS WHEREOF, this Easement Agreement is executed by the parties hereto as of the day and year first above written.

Val Bays
RE/MAX Properties, Inc.
(719) 640-7797