

ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

JACKSON RANCH

BUYER/S: _____

SELLER: Jackson Ranch LLC

CONTRACT DATE: _____

REAL ESTATE: _____

This Addendum is attached to and made part of the Contract to Buy and Sell Real Estate between the Buyer/s and Seller dated as set forth above and regarding the referenced Lot. Together the standard Colorado Real Estate Commission approved form (CBS4-8-13) (the "Form") and this Addendum ("Addendum") with any Attachments and Exhibits and any documents referenced herein and delivered to Buyer constitute the "Contract."

1. WELL. A separate special warranty deed will convey water rights that, according to the court approved augmentation plan, permit the Lot owner to obtain a well permit. The water rights and responsibilities of the owner of each Lot are set forth in the Declaration and the Water Decree. Each Lot Owner will have the responsibility to obtain that Lot's well permit and annually report the meter reading on the well to the Jackson Ranch Owners Association. The Owners Association will report the aggregate use to the State Engineer's Office.
2. DRAINAGE RESPONSIBILITIES. Briefly, the Jackson Ranch Owners Association will be primarily responsible for maintenance of certain drainage related facilities, primarily the detention pond berm on Tract A, Jackson Ranch Filing No. 1. In the event the Association fails to maintain those facilities, the County may come in and do so. In that event, each Lot owner will be responsible financially for a pro-rata portion of the cost. In addition, each Lot owner is responsible to maintain the portion of the drainage and no build area on that Owner's Lot.
3. COUNTY TRANSPORTATION FEE. Buyer/s acknowledge that as a condition of obtaining a residential building permit, owners in Jackson Ranch Filing No.____, El Paso County, Colorado, will be required to pay the then-current El Paso County traffic impact fee. For more information Buyer/s should contact El Paso County Development Services Department.
4. DECLARATION. Conveyance of the Lot will be subject to the final version of the Declaration of Conditions, Covenants, Restrictions and Easements and other documents, which may vary from the drafts previously viewed by Buyer/s. Buyer/s is/are urged to review the final recorded version of all such documents, which will be available through the title insurance commitment from the Title Insurer.
5. ADDITIONAL DOCUMENTS. Various additional documents will be posted on Seller's web site and available for Buyer/s' review. Posting of such documents on Seller's web site shall constitute delivery of such documents to Buyer/s.

In the event of any conflict between the provisions of this ADDENDUM and the Form, the provisions of this ADDENDUM shall control.

Seller

Buyer

Buyer

ADDENDUM to Contract to Buy and Sell Real Estate (Land)
Seller Initials ____

Buyer Initials____