

ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL) BY THE BOARD OF COUNTY OF COMMISSIONERS OF
ARCHULETA COUNTY, COLORADO AND
THE ESTATE OF NORMA HARMON

COMES NOW, The Board of County Commissioners of Archuleta County, Colorado ("Buyer") and The Estate of Norma Harman ("Seller") and state and agree as follows:

WHEREAS, the Seller is selling Lot B of the Harman Park Subdivision and more commonly known as 85 Harman Park Drive (the "Property") to the Buyer and the parties are endeavoring to memorialize the rights and obligations being assumed by each other in the course of and as a result of this transaction; and,

WHEREAS, the parties hereto have entered into a Contract to Buy and Sell Real Estate using the standard Colorado Real Estate Commission approved form whereby Seller will transfer to Buyer certain real property (hereinafter the "Form Contract"); and,

WHEREAS, there are several terms or conditions arising out of the transaction contemplated by the Form Contract which are not set forth in the Form Contract but which the parties desire to memorialize by this writing.

NOW THEREFORE, in consideration of the joint and mutual promises contained herein as well as in the Form Contract, the parties hereto state and agree as follows:

1. Preservation of Flowering Crab Apple Tree: Buyer agrees to preserve and maintain the flowering crab apple tree located outside the southwest corner of the residence located on the Property (the "Tree") as a memorial to Norma Harman. If in the future Buyer decides to tear down the residence in order to build a new building or expands/renovates the current residence on the Property in such a way that the Tree will be impacted or possibly damaged, Buyer agrees to relocate the Tree to a new location on the Property. If it is not feasible to relocate the Tree, Buyer shall hire an arborist to take cuttings from the Tree and have such cuttings replanted on the Property.
2. Additional Time to Remove Personal Property: The parties have agreed to a closing date of September 27, 2019. However, Seller may need additional time past the closing date to remove personal property from the Property. The parties agree that Seller shall have until November 17, 2019, to remove such personal property from inside the residence on the Property. If Seller determines that it will not need all of this time to remove the personal property, it shall notify Buyer in writing (via email shall suffice) of the date the personal property will be removed. Personal property located outside of the residence on the Property may

remain in place until such time as Buyer is able to cause it to be relocated to a new location.

- 3. Exclusions: All personal property located on the Property is excluded from the sale of the Property by the Seller to the Buyer except as set forth herein. The items located in the Harman Art Studio within the residence on the Property shall remain the personal property of the Seller but will be on loan to the Buyer for display within the Harman Art Studio or in accordance with the Addendum to Contract to Buy and Sell Real Estate (Land) executed by the Buyer with the Fred Harman Art Museum, Inc. and dated January 15, 2019. The following items located in the Harman Art Studio are being donated to the Seller by the Buyer:
 - a. The bust of Fred Harman
 - b. The Harman saddle and tack
 - c. The unfinished painting and the easel on which such painting rests
 - d. The Heels and Horns Painting
 - e. The Ute Painting
- 4. Naming Rights: So long as the County uses the residence on the Property and/or the Property for law enforcement purposes, the County shall maintain signage on the Property indicating that the Property is part of the Fred C. Harman III Law Enforcement Complex. If in the future, the County repurposes the residence on the Property and/or the Property for uses other than law enforcement, the County may replace the signage and rename the residence on the Property and/or the Property as it deems appropriate but shall include the words “Fred C. Harman III” within said name.
- 5. Modification: Except as specifically set forth herein, the terms and conditions of the Form Contract shall remain in full force and effect and neither agreement may be further modified except by writing signed by both parties.

BUYER

By: The Board of County Commissioners
of Archuleta County, Colorado

By: Ronnie Maez, Chair

Date

ATTEST:

Clerk & Recorder

Date

SELLER

Estate of Norma Harman

By:
Personal Representative

Date

By:
Personal Representative

Date

By:
Personal Representative

Date