Remote Meeting Instructions for the July 13, 2022, Meeting Greeley Urban Renewal Authority:

The City's Department of Economic Health and Housing meetings are operating virtually via Zoom.

Please contact the Greeley Urban Renewal Authority with any questions you might have for joining/participating at paula.turner@greeleygov.com or 970-350-9380. Thank you!

GREELEY URBAN RENEWAL AUTHORITY

Agenda

Wednesday – July 13, 2022

This meeting will be conducted remotely
(See instructions on the previous page to view.)

4:30 p.m.

I. **Call to Order - Roll Call**

II. **Approval of Minutes** - from the April 13, 2022 meeting

III. **Items of Business**
A. Consideration of sale of a GURA property

IV. **Board Member Comments/Reports**

V. **Staff Report**

VI. **Adjournment**

Next Meeting: August 10, 2022 @ 4:00 p.m.

The City of Greeley does not discriminate on the basis of disability, race, color, national origin, or gender. For more information about these statutes, or to file a complaint, please contact the City of Greeley's designated Disability Rights and Title VI coordinator, Will Jones at (970) 350-9751, 1001 11th Avenue, Greeley, CO, 80631 or at william.jones@greeleygov.com.

GREELEY URBAN RENEWAL AUTHORITY
Proceedings

April 13, 2022
4:30

This meeting was conducted remotely

I. Call to Order
Chair Cummins called the meeting to order at 5:30 p.m. Commissioners Haas, Leffler, Lucero, Silva, Utrata, and Welsh were present.

II. Approval of minutes for the meeting held on January 12, 2022
Commissioner Welsh made a motion to approve the minutes for the meeting held on January 12, 2022, as written. Commissioner Utrata seconded the motion; the motion carried 7-0.

III. Items of Business
Consideration of termination of Single-Family Housing Rehab Loan Program
Single-family housing rehab program dates back to the early days of Greeley Urban Renewal Authority (GURA). The program was used as grants, later full loans and lastly half loan and half grant for qualifying households.

There was a discussion during the board work session on February 9, 2022, that we are averaging less than one application annually in recent years. GURA staff is also not able to attract contractors willing to go through HUD registration requirements to work on these projects with present staffing level.

Commissioner Utrata made a motion to discontinue the single-family housing rehab program and future income from the program income to be budgeted and spent on CDBG-eligible activities. Commissioner Leffler seconded the motion; the motion carried 7-0.

Consideration of Changes to Single-family Housing Rehab Grant Program, including approval of Policies & Procedures - Single-Family Housing Rehabilitation Grant Program
During the February 9, 2022, Work Session, the Board discussed the CDBG-funded Single-Family Housing Rehab Program, which consisted of two parts: The "loan piece", which in its current form was actually half loan, half grant for work completed;

and the grant piece, which provided once-in-a-lifetime grants predominantly used for ramps, water heater replacement, and HVAC repairs/replacement. The Board agreed to terminate the part of the rehab program that provided half loan, half grants to single-family homeowners.

Policies and procedures for the Single-Family Housing Rehab Program included both the "loan" part of the Program and one-time grant part. With termination of the "loan" portion of the Program, it is necessary to create policies and procedures that only include the grant portion of the Program (which becomes the entire Program going forward).

Commissioner Silva made a motion to approve changes to Single-family Housing Rehab Grant Program, including of Policies & Procedures – Single-family Housing Rehabilitation Grant Program. Commissioner Utrata seconded the motion; the motion carried 7-0.

Consideration of 2022 Action Plan/Budget Changes and recommendation to City Council

As noted in the email sent to you March 1, 2022, occurrences have resulted in the need to change the 2022 Action Plan activities and budgets, some of which are a result of decisions made at the February Board work session. To do so, the changes need to go through the City's citizen process, which includes the GURA Board's recommendation of the changes to City Council.

Staff requested an email vote by March 9, 2022; the resulting vote on recommended changes was: 5 Yes; 2 didn't vote. A public hearing will be held at the GURA Board meeting on April 13, 2022, following which the email vote will be ratified.

The changes recommended are to the 2022 Action Plan/CDBG budget that Council-approved in October 2021. (You will recall that the infrastructure activity was where Council approved any plus/minus funds available in 2022. Because the changes below include cancellation of activities and the overall budgetary change is greater than 10%, the changes need to go back through the citizen participation process.) These were the recommended changes, with an explanation of the changes attached as a separate page:

1. Allocate funds from an activity recently determined to be ineligible ($110,023.16) to the 2022 5th Street Phase I Infrastructure activity.
2. Cancel 2022 Cold Weather Shelter activity ($20,000) and allocate funds to the 2022 5th Street Phase I Infrastructure activity.
3. Cancel 2022 Connections for Independent Living public facility activity for accessibility changes ($10,000) and allocate funds to the 2022 5th Street Phase I Infrastructure activity.
4. Cancel the SF Housing Rehab Loans Program and reallocate all available revolving loan funds in 2022 to the 2022 5th Street Phase I Infrastructure activity (approximately $275,000).
5. Allocate any available program income to the 2022 infrastructure activity (approximately $130,000).

6. Allocate any unallocated grant funds to the 2022 infrastructure activity (estimated at $21,100, subject to Finance update of final numbers for 2021).

The 2022 Action Plan will be submitted to the U. S. Department of Housing and Urban Development once the City's audit numbers are available and the City receives notice of actual 2022 CDBG and HOME grant awards. An updated budget (with comparison to the original) is attached.

Chair Cummins opened the public hearing at 4:48 p.m. after Item D was heard and called for public comment. There being no public comments, the hearing closed.

Chair Cummins made a motion to ratify the email vote on March 9, 2002, which included affirmative votes were received from Cindy Welsh, Heather Utrata, Suann Haas, Stephanie Lucero, and Michael Silva. Staff recommends ratification of the email vote of the GURA Board. The vote included the changes noted above and that any budget changes +/- will continue to be within the 5th Street Infrastructure activity. Commissioner Utrata seconded the motion; the motion carried 7-0.

Public Hearing for Consideration of 2021 Consolidated Annual Performance and Evaluation Report (CAPER) and recommendation to City Council
Carol Larsen, Grant Specialist gave an overview of the Consolidated Annual Performance and Evaluation Report (CAPER).

Chair Cummins opened the public hearing at 4:44 p.m. and called for public comment. Nancy Wiehagen, Executive Director, Greeley Transitional House expressed support for the 2021 CAPER and thanked staff for preparing the report. There being no further comments, the hearing closed at 4:46 p.m.

Commissioner Utrata made a motion to accept the CAPER and recommend approval of same to the Greeley City Council. Commissioner Leffler seconded the motion; the motion carried 7-0.

IV. Board Member Comments/Reports

Commissioner Silva noted that he attended the City of Greeley Boards & Commissions reception and invited the other Commissioner's to attend next time.

Chair Cummins noted that Greeley West High School would be hosting a tour of the portion of the facility that is scheduled for demolition.

V. Staff Report

Benjamin Snow, Director Economic Health & Housing thanked the GURA Board for volunteering their time and input to the GURA staff.

VI. Adjournment

There being no more business, the meeting was adjourned at 5:05 p.m.

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Benjamin Snow, Secretary   Jediah Cummins, Chair

Otis & Bedingfield, LLC

Memo

To: GURA Board

From: Fred L. Otis, Attorney

Date: July 4, 2022

Re: Contract in Response to RFP on Lot 2 Meyer Minor Subdivision First Replat/Andersen

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GURA issued a Request for Proposals ("RFP") on Lot 2 Meyer Minor Subdivision First Replat ("Property"), a copy of which is attached to this Memo as **Exhibit A**. The Objectives of the RFP were stated as follows:

> In accomplishing its statutory objectives, the Authority acquired the property that is the subject of this RFP to address conditions of blight and position the site for redevelopment compatible with site characteristics and conditions, area redevelopment plans, and the City's Comprehensive Plan. With the original purpose for the property acquisition accomplished, the Authority is now interested in disposal of the property for a reuse that furthers the redevelopment objectives for this area. Those objectives include but are not limited to, the following:
>
> - Facilitate the development and redevelopment of vacant, abandoned, and underutilized properties.
> - Encourage redevelopment that will result in positive impact by creating new opportunities to stimulate and establish complementary commercial or industrial infill uses in the area.
> - Promote new development that enhances the 8^{th} Street Entry Corridor and overall area.
> - Encourage development opportunities that are complementary to the Cache la Poudre River corridor, floodplain and related environmental assets.

Only one Proposal was submitted to GURA in response to the RFP. Within the required time Andersen's Sales and Salvage, Inc. ("Andersen") submitted a proposal to purchase the Property in the alternative:

1. Alternative 1. Andersen proposes to use the Property for a pyrolysis plant that will dispose not only of Auto Shredder Residue, but also municipal solid waste that would otherwise go to a landfill. Andersen believes that this venture would bring green/renewable energy to Greeley. Andersen's proposal is to pay $148,975 ($.50 per square foot) for the Property if they are able to get the pyrolysis plant approved, financed and operational.

2. Alternative 2. Since Alternative 1 is very complex and is dependent on many variables, Andersen proposes to double the price ($297,950 *i.e.*, $1.00 per square foot) for the Property if they are unable to get the pyrolysis plant up and running on schedule.

GURA Staff and Andersen have negotiated a Contract that is attached as **Exhibit B**. The Contract provides the following important points:

1. Andersen agrees to buy the Property for $297,950 with half of that amount in cash at closing 60 days after the date of the Contract and the remaining amount in the form of a promissory note secured by a deed of trust against the Property. The promissory note would be forgiven if the pyrolysis plant opens and is operational within three years after the date of closing.

2. Andersen takes subject to the existing City of Greeley and Barton Hay Grinding Leases that exist on the Property through the end of 2022.

3. The Contract is subject to standard due diligence items, such as title, inspection, environmental and survey, All such due diligence items to be removed before closing.

Recommendation: GURA Staff recommends approval of the Andersen Contract and that the Staff be given authority to make minor modifications to the Contract as needed to complete the transaction and close on the Property.

REQUEST FOR PROPOSALS

FOR

DISPOSITION AND REUSE OF

LOT 2 MEYER MINOR 1ST REPLAT

ISSUED BY:

GREELEY URBAN RENEWAL AUTHORITY

1100 10th Street, Suite 201
Greeley, Colorado 80631
(970) 350-9380

DATE ISSUED: April 13, 2022

Proposals due May 9, 2022 at 2:00 P.M. MDT

REQUEST FOR PROPOSALS (RFP)

DISPOSITION AND REUSE OF LOT 2 MEYER MINOR 1ST REPLAT

I. URBAN RENEWAL AUTHORITY

The Greeley City Council established the Greeley Urban Renewal Authority in October 1969 with all the powers as authorized by law, also finding that one or more slum or blighted areas exist in the city for which acquisition, clearance, rehabilitation, conservation, development, redevelopment, or a combination thereof in such areas is necessary for the public health, safety, morals, or welfare of the community residents and, that is it in the public interest that the Authority exercise its powers by law to address such conditions.

II. REDEVELOPMENT OBJECTIVES

In accomplishing its statutory objectives, the Authority acquired the property that is the subject of this RFP to address conditions of blight and position the site for redevelopment compatible with site characteristics and conditions, area redevelopment plans, and the City's Comprehensive Plan. With the original purpose for the property acquisition accomplished, the Authority is now interested in disposal of the property for a reuse that furthers the redevelopment objectives for this area. Those objectives include but are not limited to, the following:

- Facilitate the development and redevelopment of vacant, abandoned, and underutilized properties.
- Encourage redevelopment that will result in positive impact by creating new opportunities to stimulate and establish complementary commercial or industrial infill uses in the area.
- Promote new development that enhances the 8th Street Entry Corridor and overall area.
- Encourage development opportunities that are complementary to the Cache la Poudre River corridor, floodplain and related environmental assets.

III. SITE DESCRIPTION

A. Legal Description

LOT 2 MEYER MINOR 1ST REPLAT

B. Physical Location

South of East 8th Street and east of Ash Avenue (map of site is attached)

C. Ownership

The Greeley Urban Renewal Authority wholly owns the site.

D. Site Size and Configuration

The size of the parcels is approximately 297,950 SF, approximately 6.84 acres

E. Zoning

The parcel is zoned I-M (Industrial Medium Density) and CD (Conservation District) for a small part along the south end.

F. Infrastructure

Water and Sewer Service

The lot does not contain water lines or sewer service.

G. Utility Contacts

If there are any questions relative to the availability of utilities, respondents may contact the following:

Water &: Sewer
City of Greeley
Water and Sewer Department
Erik Dial, Water and Sewer Utility Finance Manager
Phone (970) 350-9893
erik.dial@greeleygov.com

Gas:
Atmos Energy
Ali Paine
Account Manager
Atmos Energy Corporation
Alida.paine@atmosenergy.com

Power:
Xcel Energy Services
Stephanie Henley
Corporate Economic Development Manager
303-294-2805
Stephanie.Henley@xcelenergy.com

Phone:
CenturyLink/Lumen

Shelly Bergstrom

shelly.bergstrom@lumen.com

Comcast

Phil Burke

philip_burke@comcast.com

John Hamburg

john_hamburg@comcast.com

IV. RESPONSE EXPECTATIONS

A. Acceptable Development Uses

There are no specific limits to the scope of what can be proposed for the use of the parcel, subject to City of Greeley zoning and land use regulations.

Design **Standards** –There are no specific design standards that are required. In addition the City's Infill Standards may apply to the development or redevelopment of this site. Responders should review design review performance standards specifically, Section 24-601, 602 & 603 of Chapter 6 of Title 24 of the Municipal Code which focus on building and property designs that are compatible with the existing area. All development must meet applicable City of Greeley building and development design standards. Proposals that incorporate green or sustainable site and building practices and designs are strongly encouraged. (Contact the City of Greeley Community Development Department Planning Division @ 350.9780 for more information.)

B. Redevelopment Feasibility

Floodplain- A portion of this property is located within an adopted floodplain where certain construction limitations apply. (Contact the City of Greeley Community Development Department Development Review Division, 1100 10th Street, 2nd floor @ 970-350.9278 for more information.) also possibly (Floodplain Administrator Andrew Fisher, Storm Water, Public Works at 970-350-9797).

C. Value of the Land and Buildings

The site is vacant and will be sold in as is condition. The Weld County Assessor's office as of the date of this RFP has not set a value on the site. The Authority will entertain all proposals considering value relative to purchase price and benefit to the Authority and the City of Greeley redevelopment and land use objectives described herein.

D. Property Conveyance

This site is free and clear of any liens or encumbrances. The Authority had title insurance on the parcel as it was acquired. Conveyance to a new owner(s) will be with a Special Warranty Deed, or as otherwise negotiated.

E. Down Payment and Timing

Upon acceptance of a proposal, the Authority will have a contract prepared which will contain the terms and conditions of the property conveyance.

F. Issuing Office and Point of Contact

This Request for Bid to purchase lot is issued by the Greeley Urban Renewal Authority. The Authority is to be the sole point of contract for any questions related to this offer. Questions should be directed to the following:

J.R. Salas, Manager
Greeley Urban Renewal Authority
1100 10th Street, Suite 402
Greeley, CO 80631
(970) 350-9383

G. Submittal of Proposals

Either written or electronic copy to j.r.salas@greeleygov.com of the applicant's proposal in response to this RFP must be received by 2:00 P.M May 9, 2022**,** at the Greeley Urban Renewal Authority office, 1100 10th Street, Suite 402, Greeley, CO 80631 and include the following information:

1) Name of Responder and contact information:
2) State the full name and address of your organization and if applicable, branch office or other subsidiary element that will own the site in whole or part or assist in performing aspects of your redevelopment proposal. Indicate whether it operated as an individual, partnership or corporation. If business entity, include evidence of good standing from the State of Colorado.
3) Describe in detail:
   i. The proposed redevelopment purpose for the property;
   ii. The expected time period and/or phases within which the work would be completed;
   iii. How this project will meet the overall redevelopment objectives for this site as described in this RFP;
   iv. How the proposal will address the water augmentation and residual site reclamation requirements;
   v. The purchase price or offer for the property; and
   vi. Any other information the responder deems relevant to this RFP and their proposal

H. Revisions to the Request for Proposal

If it becomes necessary to revise any part of this request for bids, the revisions will be circulated to all those who received the original document at least one week prior to the response deadline.

I. Limitations to Liability

The Authority assumes no responsibility or liability for costs incurred by respondents to this offering or in responding to any further requests for interviews, additional data, or related matters.

J. Proposal Evaluation

Each proposal will be evaluated by the Authority. A contract will be negotiated with the party whose proposal is deemed to offer the greatest advantage to the community consistent with the redevelopment goals of the area.

The following criteria will be used by the Authority in the evaluation of responses to this RFP:

1. The business reputation, professional capability, and performance record of the party offering response to this RFP;
2. Party's ability to conclude the sale within an immediate and timely manner; and
3. Compatibility with the overall goals and development of the East 8th Street Corridor Plan, City of Greeley Comprehensive Plan and development objectives as stated herein.
4. Future land use and benefit to both GURA and the City of Greeley
5. Price offered for site and or other compensation

K. Site Inspection

Interested parties are encouraged to do on-site inspection of the site which may be scheduled through the point of contact listed herein.

L. Rejection of Proposals

No late proposals will be considered and the Authority reserves the right to reject any or all offers, or to negotiate with any respondent if deemed by the Authority to be in the best interests of the public and this project.

Assessor's aerial photograph with the subject outlined in red.

LEGAL DESCRIPTION

The legal description of the subject property is as follows:

Lot 2 of the Meyer Minor Subdivision, 1st Replat, according to the plat recorded on September 30, 2021 at Reception Number 4761433, City of Greeley, Weld County, Colorado.

DocuSign Envelope ID: 6B04E898-F1C8-4723-B27D-83E83226B44A

4761433 09/30/2021 08:32 AM
Total Pages: 2 Rec Fee: $23.00
Carly Koppes - Clerk and Recorder, Weld County , CO

MEYER MINOR SUBDIVISION - FIRST REPLAT

BEING A REPLAT OF LOT 3, MEYER MINOR SUBDIVISION, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 9 AND THE SOUTH HALF OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

NOTES:

1. STREET MAINTENANCE. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE CITY UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED, AND, PROVIDED THAT CONSTRUCTION OF SAID ROADWAY IS STARTED WITHIN ONE YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNER, DEVELOPER AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE CITY ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.

2. DRIVES, PARKING AREAS AND UTILITY EASEMENTS MAINTENANCE. THE OWNERS OF THIS SUBDIVISION THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER, HOMEOWNERS' ASSOCIATION OR OTHER ENTITY OTHER THAN THE CITY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL DRIVES, PARKING AREAS AND EASEMENTS (CROSS-ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.).

3. DRAINAGE MAINTENANCE. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL DRAINAGE FACILITIES INSTALLED PURSUANT TO THE DEVELOPMENT AGREEMENT. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, MAINTAINING THE SPECIFIED STORMWATER DETENTION/RETENTION VOLUMES, MAINTAINING OUTLET STRUCTURES, FLOW RESTRICTION DEVICES AND FACILITIES NEEDED TO CONVEY FLOW TO SAID BASINS. THE CITY SHALL HAVE THE RIGHT TO ENTER PROPERTIES TO INSPECT SAID FACILITIES AT ANY TIME. IF THESE FACILITIES ARE NOT PROPERLY MAINTAINED, THE CITY SHALL NOTIFY THE PROPERTY OWNER IN WRITING AND SHALL INFORM THE OWNER THAT CORRECTIVE ACTION BY THE OWNER SHALL BE REQUIRED WITHIN TEN WORKING DAYS OF RECEIPT OF NOTIFICATION BY THE CITY, UNLESS AN EMERGENCY EXISTS, IN WHICH CASE CORRECTIVE ACTION SHALL BE TAKEN IMMEDIATELY UPON RECEIPT OF NOTIFICATION BY THE CITY. IF THE OWNER FAILS TO TAKE CORRECTIVE ACTION WITHIN TEN WORKING DAYS, THE CITY MAY PROVIDE THE NECESSARY MAINTENANCE AND ASSESS THE MAINTENANCE COST TO THE OWNER OF THE PROPERTY.

4. DRAINAGE LIABILITY. THE CITY DOES NOT ASSUME ANY LIABILITY FOR DRAINAGE FACILITIES IMPROPERLY DESIGNED OR CONSTRUCTED. THE CITY REVIEWS DRAINAGE PLANS BUT CANNOT, ON BEHALF OF ANY APPLICANT, OWNER OR DEVELOPER, GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW AND APPROVAL BY THE CITY WILL RELIEVE SAID PERSON, HIS SUCCESSORS AND ASSIGNS, FROM LIABILITY DUE TO IMPROPER DESIGN. CITY APPROVAL OF A FINAL PLAT DOES NOT IMPLY APPROVAL OF THE DRAINAGE DESIGN WITHIN THAT PLAT.

5. LANDSCAPE MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER, HOMEOWNERS' ASSOCIATION OR ENTITY OTHER THAN THE CITY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING OR WALLS, LANDSCAPING AND LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST OR AN ENTITY OTHER THAN THE CITY, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

6. SIGHT DISTANCE. THE CLEAR VISION ZONE OF A CORNER LOT, AS DETERMINED BY SECTION 24-1146 OF THE DEVELOPMENT CODE, SHALL BE FREE FROM SHRUBS, GROUND COVERS, BERMS, FENCES, SIGNS, STRUCTURES, PARKED VEHICLES OR OTHER MATERIALS OR ITEMS GREATER THAN 30 INCHES IN HEIGHT FROM THE STREET LEVEL.

7. PUBLIC SAFETY. ACCESS, WHETHER FOR EMERGENCY OR NONEMERGENCY PURPOSES, IS GRANTED OVER AND ACROSS ALL ACCESS WAYS FOR POLICE, FIRE AND EMERGENCY VEHICLES. IF ANY OR ALL OF THE ACCESS WAYS IN THIS SUBDIVISION ARE PRIVATE, THE HOMEOWNERS' ASSOCIATION WILL BE RESPONSIBLE FOR ENSURING THAT SUCH ACCESS WAYS ARE PASSABLE, AT ALL TIMES, FOR POLICE, FIRE AND EMERGENCY VEHICLES.

8. DRAINAGE MASTER PLAN. THE POLICY OF THE CITY REQUIRES THAT ALL NEW DEVELOPMENT AND REDEVELOPMENT SHALL PARTICIPATE IN THE REQUIRED DRAINAGE IMPROVEMENTS AS SET FORTH BELOW:(I)DESIGN AND CONSTRUCT THE LOCAL DRAINAGE SYSTEM AS DEFINED BY THE FINAL DRAINAGE REPORT AND PLAN AND THE STORMWATER MANAGEMENT PLAT (II)DESIGN AND CONSTRUCT THE CONNECTION OF THE SUBDIVISION DRAINAGE SYSTEM TO A DRAINAGE WAY OF ESTABLISHED CONVEYANCE CAPACITY, SUCH AS A MASTER PLANNED OUTFALL STORM SEWER OR MASTER PLANNED MAJOR DRAINAGE WAY. THE CITY WILL REQUIRE THAT THE CONNECTION OF THE MINOR AND MAJOR SYSTEMS PROVIDE CAPACITY TO CONVEY ONLY THOSE FLOWS (INCLUDING OFF-SITE FLOWS) LEAVING THE SPECIFIC DEVELOPMENT SITE. TO MINIMIZE OVERALL CAPITAL COSTS, THE CITY ENCOURAGES ADJACENT DEVELOPMENTS TO JOIN IN DESIGNING AND CONSTRUCTING CONNECTION SYSTEMS. ALSO, THE CITY MAY CHOOSE TO PARTICIPATE WITH A DEVELOPER IN THE DESIGN AND CONSTRUCTION OF THE CONNECTION SYSTEM (III)EQUITABLE PARTICIPATION IN THE DESIGN AND CONSTRUCTION OF THE MAJOR DRAINAGE WAY SYSTEM THAT SERVES THE DEVELOPMENT AS DEFINED BY ADOPTED MASTER DRAINAGE WAY PLANS OR AS REQUIRED BY THE CITY AND DESIGNED IN THE FINAL DRAINAGE REPORT AND THE STORMWATER MANAGEMENT PLAN.

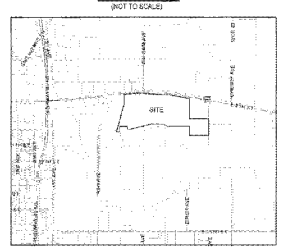
9. MAINTENANCE EASEMENTS. A MAINTENANCE EASEMENT IS REQUIRED FOR DEVELOPMENTS WITH ZERO SIDE SETBACKS. IF ONE STRUCTURE IS BUILT ON THE LOT LINE, IN ORDER TO MAINTAIN THE STRUCTURE WITH THE ZERO SIDE SETBACK, A MAINTENANCE EASEMENT MAY BE REQUIRED ON THE ADJACENT LOT TO ENABLE MAINTENANCE TO BE PERFORMED ON SAID STRUCTURE FROM THE ADJOINING PROPERTY. EACH LOT OWNER AGREES TO ALLOW ADJACENT LOT OWNERS ACCESS ACROSS THEIR LOT, WITHIN FIVE FEET OF THE COMMON LOT LINE, AS MAY BE NEEDED TO MAINTAIN AND REPAIR THE ADJACENT OWNER'S PRINCIPAL STRUCTURE. EACH ADJACENT OWNER AGREES TO REPAIR ANY DAMAGE WHICH MAY BE CAUSED TO THE LOT OWNER'S PROPERTY FROM THE ADJACENT OWNER'S USE OF THIS MAINTENANCE EASEMENT AND TO TAKE ALL NECESSARY STEPS TO AVOID CAUSING SUCH DAMAGE.

10. STREET LIGHTING. ALL LOTS ARE SUBJECT TO AND BOUND BY TARIFFS WHICH ARE NOW AND MAY IN THE FUTURE BE FILED WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE RELATING TO STREET LIGHTING IN THIS SUBDIVISION, TOGETHER WITH RATES, RULES AND REGULATIONS THEREIN PROVIDED AND SUBJECT TO ALL FUTURE AMENDMENTS AND CHANGES THERETO. THE OWNERS OR THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL PAY, AS BILLED, A PORTION OF THE COST OF PUBLIC STREET LIGHTING IN THE SUBDIVISION IN ACCORDANCE TO APPLICABLE RATES, RULES AND REGULATIONS, INCLUDING FUTURE AMENDMENTS AND CHANGES ON FILE WITH THE PUBLIC UTILITIES COMMISSION.

11. WATER OR SEWER MAIN EASEMENTS. THERE SHALL BE NO PERMANENT STRUCTURES, FENCES, DETENTION PONDS, LANDSCAPING (PLANTINGS OR BERMS) GREATER THAN THREE FEET, TALL MATURE GROWTH, OR OTHER ENCUMBRANCES LOCATED IN WATER OR SEWER MAIN EASEMENTS.

12. WATER OR SEWER MAINS IN PRIVATE ROADS OR EASEMENTS. FOR PUBLIC WATER AND SEWER MAINS LOCATED IN PRIVATE ROADS OR EASEMENTS, FUTURE REPAIR OF PAVING OR OTHER IMPROVED SURFACES SUBSEQUENT TO THE REPAIR OF A WATER OR SEWER MAIN SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' OR CONDOMINIUM ASSOCIATION. THE WATER AND SEWER DEPARTMENT WILL SAFELY BACKFILL THE TRENCH TO THE SURFACE, BUT NOT REBUILD ANY SURFACE IMPROVEMENTS.

VICINITY MAP
(NOT TO SCALE)



SURVEYOR NOTES:

1. THIS SURVEY WAS PREPARED WITH BENEFIT OF HERITAGE TITLE COMMITMENT FILE NO. H0649635-835-GRO-LVV, DATED JULY 6, 2021, AND DOES NOT CONSTITUTE A TITLE SEARCH BY THOMAS LAND SURVEYING, LLC TO DETERMINE EASEMENTS OR TITLE OF RECORD. THOMAS LAND SURVEYING, LLC RELIED ON SAID TITLE COMMITMENT, EXCLUSIVELY, FOR ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD. THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. IN THE EVENT LEGAL ACTION IS COMMENCED, THOMAS LAND SURVEYING, LLC WILL NOT BE LIABLE FOR DAMAGES EXCEEDING THE COST OF THIS SURVEY AND THEN ONLY TO THE CLIENT SPECIFICALLY SHOWN HEREON OR TO ANY PERSON, OR ENTITY, GIVEN SPECIFIC AUTHORIZATION BY THOMAS LAND SURVEYING, LLC.

3. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.

4. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.

EASEMENT AND RIGHTS-OF-WAY NOTE:

(PROVIDED BY HERITAGE TITLE COMMITMENT FILE NO. H0649635-835-GRO-LVV, DATED JULY 6, 2021 AND RELIED UPON, EXCLUSIVELY, BY THOMAS LAND SURVEYING LLC, FOR ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD)

1. AN OIL AND GAS LEASE WAS GRANTED TO CONQUEST OIL AND GAS COMPANY AND WAS RECORDED JULY 19, 1990 AT RECEPTION NO. 2220576. SAID LEASE GRANTS FOR THE PURPOSE OF INVESTIGATING, EXPLORING AND DRILLING FOR, PRODUCING, SAVING, TAKING, OWNING, TRANSPORTING, STORING, HANDLING AND TREATING OIL AND GAS, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND EASEMENTS USEFUL FOR LESSEE'S OPERATIONS HEREUNDER ON SAID LAND AND ON LANDS IN THE SAME FIELD, INCLUDING BUT NOT LIMITED TO THE FOLLOWING RIGHTS: TO LAY PIPE LINES; TO BUILD ROADS; AND TO CONSTRUCT TANKS, PUMP AND POWER STATIONS, POWER AND COMMUNICATIONS LINES, AND OTHER STRUCTURES AND FACILITIES. SAID LEASE ENCUMBERS THE ENTIRE SUBJECT AND IS BLANKET IN NATURE - NOT PLOTTED. THOMAS LAND SURVEYING, LLC DOES NOT WARRANT THAT SAID LEASE IS IN EFFECT AT THE TIME OF THE SURVEY.

NOTE: ANY FUTURE PROPOSED LAND USE CASES WILL REQUIRE BIOLOGICAL REPORTS/ ENVIRONMENTAL SITE ASSESSMENTS TO BE SUBMITTED AND ADDRESSED AS A CONDITION OF ACCEPTANCE OF ANY DEVELOPMENT PROPOSALS.

LEGAL DESCRIPTION

(PROVIDED BY HERITAGE TITLE COMMITMENT FILE NO. H0649635-835-GRO-LVV, DATED JULY 6, 2021)

LOT 3, MEYER MINOR SUBDIVISION, A MINOR SUBDIVISION PLAT LOCATED IN THE NORTHWEST QUARTER OF SECTION 9 AND THE SOUTH HALF OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 51.77 ACRES, MORE OR LESS AND IS SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

OWNERSHIP DEDICATION

GREELEY URBAN RENEWAL AUTHORITY, BEING THE SOLE OWNER IN FEE OF THE PROPERTY, DESCRIBED HEREIN, SHOWN ON THE ATTACHED MAP AS EMBRACED WITHIN THE HEAVY EXTERIOR LINES THEREON, HAVE SUBDIVIDED THE SAME INTO LOTS AND BLOCKS AS SHOWN ON THE ATTACHED MAP, AND DOES HEREBY SET ASIDE SAID PORTION OR TRACT OF LAND AND DESIGNATE THE SAME MEYER MINOR SUBDIVISION - FIRST REPLAT, BEING A SUBDIVISION OF THE CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, AND DOES DEDICATE TO THE PUBLIC THE STREETS AND ALL EASEMENTS OVER AND ACROSS SAID LOTS AT LOCATIONS SHOWN ON SAID MAP, AND DOES FURTHER CERTIFY THAT THE WIDTH OF SAID STREETS, DIMENSIONS OF THE LOTS AND BLOCKS AND THE NAMES AND NUMBERS THEREOF ARE CORRECTLY DESIGNATED UPON SAID MAP.

GREELEY URBAN RENEWAL AUTHORITY
BY

WITNESS MY HAND AND SEAL THIS 16th DAY OF September A.D. 2021

NOTARIAL

STATE OF COLORADO
CITY OF GREELEY, WELD COUNTY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16th DAY OF September 20 21

MY COMMISSION EXPIRES: 6-9-2024

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

DEBORAH ZION JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204020175
MY COMMISSION EXPIRES JUNE 9, 2024

CERTIFICATE OF APPROVAL BY THE COMMUNITY DEVELOPMENT DIRECTOR

APPROVED THIS 28 DAY OF September, 20 21 BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF GREELEY, COLORADO.

Mike Garrett

COMMUNITY DEVELOPMENT DIRECTOR

CERTIFICATE OF APPROVAL BY THE ENGINEERING DEVELOPMENT REVIEW AND CIVIL INSPECTIONS MANAGER

APPROVED THIS 28 DAY OF September 20 21 BY THE ENGINEERING DEVELOPMENT REVIEW AND CIVIL INSPECTIONS MANAGER OF THE CITY OF GREELEY, COLORADO.

ENGINEERING DEVELOPMENT REVIEW AND CIVIL INSPECTIONS MANAGER

CERTIFICATE AND SEAL OF THE REGISTERED LAND SURVEYOR

THAT I, ROBERT D. THOMAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND, INCLUDING ALL EXISTING RIGHTS-OF-WAY AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERTY PLACED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE REGULATIONS OF THE STATE OF COLORADO.

I, ROBERT D. THOMAS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SUBDIVISION REPLAT WAS PREPARED BY ME, OR UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF, BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND THE CITY OF GREELEY, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

9/14/2021
ROBERT D. THOMAS
DATE
COLORADO PROFESSIONAL LAND SURVEYOR #38383

9/14/2021

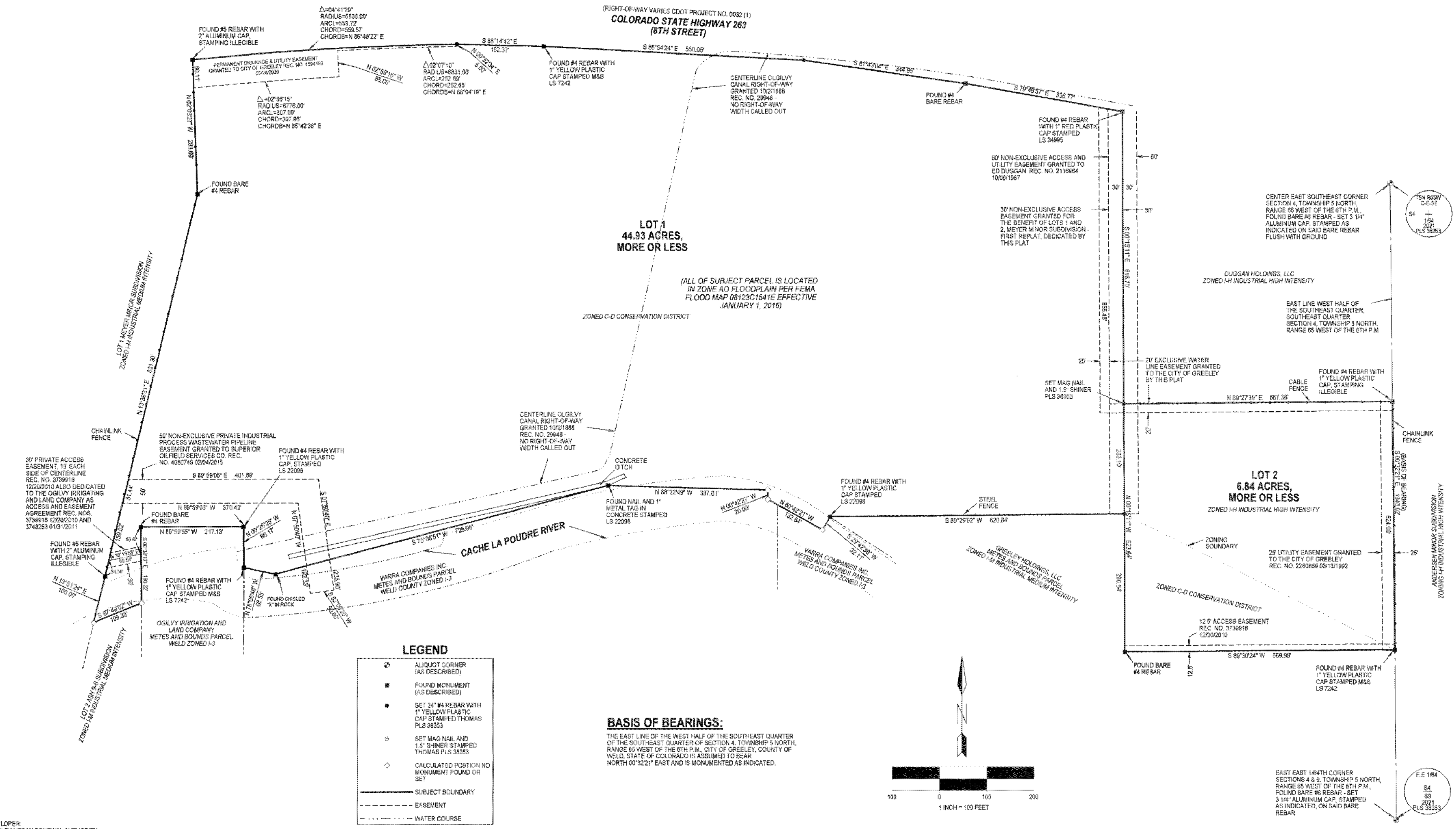
DEVELOPER:
GREELEY URBAN RENEWAL AUTHORITY
1000 10TH STREET
GREELEY, COLORADO 80631
970-350-9380

SURVEYOR: THOMAS LAND SURVEYING, LLC
2019 WEST 11TH ST. ROAD, SUITE 24
GREELEY, COLORADO 80634
970-304-0984

DATE: JULY 14, 2021
PROJECT: 2107.055
DRAWING: GURA LOT 3 MEYER MINOR SUB REPLAT

MEYER MINOR SUBDIVISION - FIRST REPLAT

BEING A REPLAT OF LOT 3, MEYER MINOR SUBDIVISION, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 9 AND THE SOUTH HALF OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO



BASIS OF BEARINGS:

THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO IS ASSUMED TO BEAR NORTH 00°32'21" EAST AND IS MONUMENTED AS INDICATED.

DEVELOPER:
GREELEY URBAN RENEWAL AUTHORITY
1000 10TH STREET
GREELEY, COLORADO 80631
970-350-9380

SURVEYOR: THOMAS LAND SURVEYING, LLC
2619 WEST 11TH ST. ROAD, SUITE 24
GREELEY, COLORADO 80634
970-304-0954

PAGE 2 OF 2

DATE: JULY 14, 2021
PROJECT: 2107.059
DRAWING: GURA LOT 3 MEYER MINOR SUB REPLAT

Commonwealth Land Title Insurance Company
TITLE REPORT

SCHEDULE A

Title Report No: H0649638-820-GRO-LVV

1. **Effective Date:** July 6, 2021 at 6:00 PM A.M.

2. The estate or interest in the land described or referred to in this Title Report is:

   FEE SIMPLE

3. Title to the estate or interest in the land is at the Effective Date vested in:

   Greeley Urban Renewal Authority, a body corporate and politic

4. The land referred to in this Title Report is described as follows:

   See Attached Legal Description

(for informational purposes only) Sugar Factory Road, Greeley, CO 80631
APN: 096104404005

Attached Legal Description

Lot 3, MEYER MINOR SUBDIVISION, a minor subdivision plat located in the NW ¼ of Section 9 and the S ½ of Section 4, Township 5 North, Range 65 West of the 6th P.M., City of Greeley, County of Weld, State of Colorado.

SCHEDULE B

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.

4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.

6. All taxes and assessments, now or heretofore assessed, due or payable.

7. Reservations contained in the Patent

   From: The United States of America
   Recording Date: January 30, 1886
   Recording No: Book 34 at Page 233.

   Which among other things recites as follows:

   Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

8. Right of way, whether in fee or easement only, as set forth below:

   Purpose: Irrigating canal
   Recording Date: October 2, 1888
   Recording No.: Book 76 at Page 41.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

   Reserved by: Lyulph Ogilvy
   Purpose: Ditches
   Recording Date: February 16, 1895
   Recording No: Book 123 at Page 326.

10. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:

    Recording Date: September 28, 1905
    Recording No.: Book 228 at Page 341.

11. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:

    Recording Date: December 9, 1933
    Recording No.: Book 953 at Page 170.

12. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:

Recording Date:	August 24, 1936
Recording No.:	Book 997 at Page 572.

13. Undivided one-half interest in all oil, gas and other mineral rights reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Reserved by:	John A. Parker, also known as J.A. Parker and Flossie L. Parker, also known as Flossie Parker
Recording Date:	January 6, 1958
Recording No.:	Book 1493 at Page 265.

14. Undivided one-half interest in all oil, gas and other mineral rights reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Reserved by:	John A. Parker and Flossie L. Parker
Recording Date:	January 6, 1958
Recording No.:	Book 1493 at Page 267.

15. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:

Recording Date:	November 14, 1960
Recording No.:	Book 1571 at Page 179.

NOTE: Easement Vacation as contained on the plat of Meyer Minor Subdivision recorded December 20, 2010 at Reception No. 3739916.

16. Undivided one-half interest in all oil, gas and other mineral rights reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Reserved by:	The Great Western Sugar Company
Recording Date:	June 5, 1962
Recording No.:	Book 1616 at Page 318.

17. Terms, conditions, provisions, agreements and obligations contained in the Warranty Deed as set forth below:

Recording Date:	June 5, 1962
Recording No.:	Book 1616 at Page 318.

NOTE: Easement Vacation as contained on the plat of Meyer Minor Subdivision recorded December 20, 2010 at Reception No. 3739916.

18. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:

Recording Date:	March 8, 1965
Recording No.:	1484142.

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Ed Duggan
Purpose:	Access and utilities
Recording Date:	October 6, 1987
Recording No:	2116964.

20. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: July 19, 1990
Recording No: 2220576.

21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Greeley, a Municipal corporation
Purpose: Utility
Recording Date: March 13, 1992
Recording No: 2280869.

22. Undivided full interest in all oil, gas and other mineral rights excluding sand and gravel reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Reserved by: Harry Meyer
Recording Date: August 7, 1998
Recording No.: 2631762.

23. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Sand, Gravel and Aggregate Mining Lease as set forth below:

Recording Date: August 25, 1999
Recording No.: 2716280.

Amendment, Assignment and Assumption of Mining Lease recorded November 2, 2012 at Reception No. 3885999, and any and all amendments thereto or interests therein.

24. Terms, conditions, restrictions, provisions, notes and as set forth on the Plat of Meyer Minor Subdivision set forth below:

Recording Date: December 20, 2010
Recording No: 3739916.

25. Terms, conditions, provisions, agreements and obligations contained in the Ogilvy Access Deed and Agreement as set forth below:

Recording Date: December 20, 2010
Recording No.: 3739918.

26. Terms, conditions, provisions, agreements and obligations contained in the Ogilvy Access Deed and Agreement as set forth below:

Recording Date: January 31, 2011
Recording No.: 3748253.

27. Terms, conditions, provisions, agreements and obligations contained in the City of Greeley Development Concept Master Plan Approval Document as set forth below:

Recording Date: April 1, 2011
Recording No.: 3759763.

28. Terms, conditions, provisions, agreements and obligations contained in the Perpetual Augmentation Water Agreement as set forth below:

Recording Date: October 17, 2012
Recording No.: 3881586.

29. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Superior Oilfield Services Co., Ltd., a Colorado limited liability company
Purpose:	Private Industrial Process Wastewater Pipeline
Recording Date:	February 4, 2015
Recording No:	4080749.

30. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Greeley, a Colorado home rule municipality
Purpose:	Drainage and utility
Recording Date:	May 28, 2020
Recording No:	4594193.

Note: Item(s) above refer to recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate.

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Heritage Title Company, Inc. by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company, Inc. assumes no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company, Inc. and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Heritage Title Company, Inc. within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

Exhibit A
LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABSTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE

ANDERSEN'S
Sales & Salvage, Inc.

1490 East Eighth Street
Greeley Colorado 80631
970-352-7797
www.AndersenSales.com
Northern Colorado's Complete Recycling Center

Submittal of Proposal – Item G of the RFP for Disposition and reuse of Lot 2 Meyer Minor 1st Replat

1. Andersen's Sales & Salvage, Inc
   Attn: Sarah Willcutts

2. Andersen's Sales & Salvage, Inc.
   1490 E. 8th Street
   Greeley, CO 80631
   A subsidiary of Andersen's may be the entity on title, we are still working through that process internally. Andersen's Certificate of Good Standing has been attached to this application.

3. Describe in detail
   i. The proposed redevelopment purpose of the property
      a. Because this is a unique opportunity we are presenting a unique proposal. This proposal is a 2 tier proposal based on our perception of GURA's requests to know how the property would potentially be developed.
      b. Our intent is to lease the land to a company called Global Green Energy Group LLC (GGI), who will utilize the land for a patented modular pyrolysis plant. The pyrolysis plant will take Auto Shredder Residue (ASR), which Andersen's is currently taking to the landfill and convert it into: bio diesel, electricity, heat, bio char, and hydrogen. In addition Andersen's Sales & Salvage, Inc. & All Recycling have signed supply agreements with GGI to provide the feedstock required for the plant. This will utilize the MSW (Municipal Solid Waste) that All Recycling will have at their transfer station in Greeley and divert that waste from the landfill as well. This is highly advantageous for Greeley, as it would be a new venture into green/renewable energy and waste diversion. In addition, this will extend the longevity of the landfill potentially maintaining existing jobs for longer.
      c. Because there are potentially many factors and parties involved for this launch to be successful Andersen's would like GURA to entertain a potential backup option of development for the land should our main intent fail to launch. While we do not anticipate the pyrolysis plant to not come to fruition, we do not want to miss the opportunity to acquire contiguous acres to our main campus that would be helpful for future expansion of our recycling business.
   ii. The expected time period and/or phases within which the work would be completed

1490 East Eighth Street
Greeley Colorado 80631
970-352-7797
www.AndersenSales.com

a. Once the land is acquired GGI will begin the permitting process. If all goes correctly, they can have the first phase completed and ready for production in 12-16 months. This opportunity will bring approx. 33 full time jobs in addition to producing bio diesel, electricity, heat, bio char, and hydrogen. We are attaching a very informative power point that will also go over all the benefits that this pyrolysis plant can provide. GGI has entered into a supply agreement with Andersen's Sales & Salvage, Inc. & All Recycling to provide all the material the plant will require to begin successful production. Again, because there are multiple parties and government permits and applications that have unknown timelines, it may take up to 24 months from acquisition of the property to full functionality of the plant. The current supply chain issues may cause some delays that we are not currently foreseeing.
b. If and only if we are unable to get the pyrolysis plant up and going will Andersen's utilize the land for expansion of its existing recycling operations. There will be no major timeline associated with this project, because there will be no major infrastructure improvements planned at this time. It will be utilized for additional materials or equipment storage until future business-related expansion plans are developed internally.

iii. How this project will meet the overall redevelopment objectives for this site as described in this RFP
   a. Regardless of final outcome the acquisition of this property by Andersen's will bring jobs to the area and utilize the heavy industrial zoning. If GGI is able to successfully bring the pyrolysis plant to Greeley, then Greeley will be a trailblazer in the area of waste to energy, landfill diversion, and renewable energy. Bringing jobs and new opportunities to our community.
   b. If Andersen's utilizes the land for additional business opportunities, then we will continue our legacy of recycling and continue to bring jobs to the area as in past expansion projects.

iv. How the proposal will address the water augmentation and residual site reclamation requirements
   a. The GGI Pyrolysis plant will require water and sewer, after discussions with the City of Greeley Water Department significant design/expense will be require to bring in the water main and loop it to the existing main that crosses the K&S Properties land to the East. This will not be an insignificant cost.

b. Should Andersen's retain the property, water and sewer will not be required at this time for business expansion, but there may be a need based on external expansion and growth.

v. The purchase price or offer for the property
   a. GGI Pyrolysis plant - $0.50 per sq/ft
   b. Andersen's Retains - $1.00 per sq/ft

vi. Any other information the responder deems relevant to this RFT and their proposal
   a. Andersen's Sales & Salvage, Inc has been on E. 8th Street since 1961 and have seen the area grow and develop. We are also family owned and entering the 3rd generation of ownership in the same family. We are a long time Greeley business & family, we want to see the community grow and develop. We are aware of the desires for East 8th Street and believe that either of these options would help further the community of Greeley. We fully intend to pursue the opportunity with GGI to its fullest extent and truly hope and believe that this business venture will succeed. However, this property acquisition is a unique opportunity and Andersen's does not want to allow this opportunity to pass should unforeseen circumstances prevent the pyrolysis plant from success.
   b. Because this pyrolysis plant is so unique I am also including a PowerPoint from GGI that describes all of the benefits and nuances associated with pyrolysis.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-21) (Mandatory 1-22)

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

CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)

(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: *July , 2022*

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. *Andersen's Sales & Salvage, Inc.* (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** *Severalty*.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. *Greeley Urban Renewal Authority* (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of *Weld*, Colorado (insert legal description):

LOT 2 MEYER MINOR SUBDIVISION, FIRST REPLAT, City of Greeley, Weld, County, Colorado. Per the Plat recorded in the Weld County Clerk and Recorder's records on September 30, 2021 at Reception No. 4762433.

Reservation of minerals. In the deed at Closing Seller shall reserve all oil, gas and other minerals, if any, in the deed, but no access to such minerals shall be allowed through the surface of the Property.

known as: *Vacant Land, Greeley, CO* ,
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**: *None.*

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except: *None.*

2.5.3. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items): *None.*

2.6. Exclusions. The following items are excluded (Exclusions): *None.*

2.7. Water Rights, Well Rights, Water and Sewer Taps. *Omitted as Inapplicable—there are no water rights or water and sewer taps on the Property or included with the Property.*

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows: *None.*

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	*6:00 P.M. MST*
2	§ 4	Alternative Earnest Money Deadline	*3 days after MEC*
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	*7 days after MEC*
4	§ 8	Record Title Objection Deadline	*12 days after MEC*
5	§ 8	Off-Record Title Deadline	*7 days after MEC*
6	§ 8	Off-Record Title Objection Deadline	*12 days after MEC*
7	§ 8	Title Resolution Deadline	*16 days after MEC*
~~8~~	~~§ 8~~	~~Third Party Right to Purchase/Approve Deadline~~	*N/A*
		~~**Owners' Association**~~	
~~9~~	~~§ 7~~	~~Association Documents Deadline~~	*N/A*
~~10~~	~~§ 7~~	~~Association Documents Termination Deadline~~	*N/A*
		~~**Seller's Disclosures**~~	
~~11~~	~~§ 10~~	~~Seller's Property Disclosure Deadline~~	*N/A*
~~12~~	~~§ 10~~	~~Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)~~	*N/A*
		Loan and Credit	
~~13~~	~~§ 5~~	~~New Loan Application Deadline~~	*N/A*
~~14~~	~~§ 5~~	~~New Loan Terms Deadline~~	*N/A*
~~15~~	~~§ 5~~	~~New Loan Availability Deadline~~	*N/A*
16	§ 5	Buyer's Credit Information Deadline	*7 days after MEC*
17	§ 5	Disapproval of Buyer's Credit Information Deadline	*30 days after MEC*
~~18~~	~~§ 5~~	~~Existing Loan Deadline~~	*N/A*
~~19~~	~~§ 5~~	~~Existing Loan Termination Deadline~~	*N/A*
~~20~~	~~§ 5~~	~~Loan Transfer Approval Deadline~~	*N/A*
21	§ 4	Seller or Private Financing Deadline	*45 days after MEC*
		~~**Appraisal**~~	
~~22~~	~~§ 6~~	~~Appraisal Deadline~~	*N/A*
~~23~~	~~§ 6~~	~~Appraisal Objection Deadline~~	*N/A*
~~24~~	~~§ 6~~	~~Appraisal Resolution Deadline~~	*N/A*
		Survey	
25	§ 9	New ILC or New Survey Deadline	*40 days after MEC*
26	§ 9	New ILC or New Survey Objection Deadline	*45 days after MEC*
27	§ 9	New ILC or New Survey Resolution Deadline	*50 days after MEC*
		Inspection and Due Diligence	
~~28~~	~~§ 2~~	~~Water Rights Examination Deadline~~	*N/A*
29	§ 8	Mineral Rights Examination Deadline	*12 days after MEC*
30	§ 10	Inspection Termination Deadline	*21 days after MEC*
31	§ 10	Inspection Objection Deadline	*21 days after MEC*
32	§ 10	Inspection Resolution Deadline	*24 days after MEC*
~~33~~	~~§ 10~~	~~Property Insurance Termination Deadline~~	*N/A*
34	§ 10	Due Diligence Documents Delivery Deadline	*7 days after MEC*
35	§ 10	Due Diligence Documents Objection Deadline	*12 days after MEC*
36	§ 10	Due Diligence Documents Resolution Deadline	*16 days after MEC*
37	§ 10	Environmental Inspection Termination Deadline	*50 days after MEC*
~~38~~	~~§ 10~~	~~ADA Evaluation Termination Deadline~~	*N/A*

~~39~~	~~§ 10~~	~~Conditional Sale Deadline~~	*N/A*
~~40~~	~~§ 10~~	~~Lead-Based Paint Termination Deadline (if Residential Addendum attached)~~	*N/A*
~~41~~	~~§ 11~~	~~Estoppel Statements Deadline~~	*N/A*
~~42~~	~~§ 11~~	~~Estoppel Statements Termination Deadline~~	*N/A*
		Closing and Possession	
43	§ 12	Closing Date	*60 days after MEC*
44	§ 17	Possession Date	*See Section 29.5*
45	§ 17	Possession Time	*See Section 29.5*
46	§ 27	**Acceptance Deadline Date**	______________, *2022*
47	§ 27	**Acceptance Deadline Time**	*6:00 PM MST*

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. 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. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. 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	$ *297,950.00*	
2	§ 4.3.	Earnest Money		$ *5,000.00*
~~3~~	~~§ 4.5.~~	~~New Loan~~		$ *0*
4	~~§ 4.6.~~	~~Assumption Balance~~		$ *0*
~~5~~	~~§ 4.7.~~	~~Private Financing~~		$ *0*
6	§ 4.7.	Seller Financing		$ *148,975.00*
7				
8				
9	§ 4.4.	Cash at Closing		$ *143,975.00*
10		**TOTAL**	$ *297,950.00*	$ *297,950.00*

4.2. Seller Concession. *Omitted as Inapplicable.*

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a *personal check or wire transfer*, will be payable to and held by *Stewart Title Company* (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21,** unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **"If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. *Omitted as Inapplicable.*

4.6. Assumption. *Omitted as Inapplicable.*

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☒ **Seller** will deliver the proposed Seller financing documents to the other party on or before *2* days before **Seller or Private Financing Deadline**.

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan Application. *Omitted as Inapplicable.*

5.2. New Loan Terms; New Loan Availability. *Omitted as Inapplicable.*

5.3. Credit Information. ~~If an existing loan is not to be released at Closing,~~ this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. *Omitted as Inapplicable.*

6. APPRAISAL PROVISIONS. *Omitted as Inapplicable.*

7. OWNERS' ASSOCIATIONS. *Omitted as Inapplicable.*

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ____________________.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by ☐ **Seller** ☒ **Buyer**, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. *Omitted as Inapplicable.*

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING

DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☒ **Does** ☐ **Does Not** have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY. *Omitted as Inapplicable.*

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. *Omitted as Inapplicable.*

10.2. ~~**Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure.~~ Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If ~~(1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items,~~ (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases): *City of Greeley Lease and Barton Lease—See Section 29.5.*

10.6.1.2. Leased Items Documents. *Omitted as Inapplicable.*
10.6.1.3. Encumbered Inclusions Documents. *Omitted as Inapplicable.*

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☐ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.4.2.** Property tax bills for the last _________ years;

☐ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.4.5.** Operating statements for the past ____________ years;

☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past _____ years;

☒ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☐ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☐ **10.6.1.4.13.** Other:

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☒ **Buyer** will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ________________________________, at the expense of ☐ **Seller** ☒ **Buyer** (Environmental Inspection). ~~In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation).~~ All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by *20* days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☒ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

~~Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.~~

10.7. Conditional Upon Sale of Property. *Omitted as Inapplicable.*

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ☒ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is **No Well**. Buyer ☐ **Does** ☒ **Does Not** acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. ~~Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer.~~ Seller will not ~~amend, alter, modify, extend or cancel any of the Leases nor will Seller~~ enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS. *Omitted as Inapplicable.*

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by *Seller*.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. . Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ ______________________ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ______________________.

15.3. Association Fees and Required Disbursements. *Omitted as Inapplicable.*

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.6. Private Transfer Fee. *Omitted as Inapplicable.*

15.7. Water Transfer Fees. *Omitted as Inapplicable.*

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and Most Recent Assessed Valuation,** ☐ **Other** ______________________.

16.1.2. Rents. ~~Rents based on ☐ **Rents Actually Received** ☐ **Accrued.** At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.~~ *There are no security deposits and rent will not be prorated—See Section 29.5.*

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and *none*.

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. *Omitted as Inapplicable.*

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $ *200* per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Home Warranty. [Intentionally Deleted]

18.6. Risk of Loss – Growing Crops. *Omitted as Inapplicable.*

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that ~~their respective broker has~~ *they have been* advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party~~, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).~~

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party~~, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm)~~ at the electronic address of the recipient by facsimile, email or *none*.

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

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity, ~~Insurability~~ Due Diligence and Source of Water**.

ADDITIONAL PROVISIONS AND ATTACHMENTS

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

29.1 Contract may be assignable to a Colorado entity that has the same controlling ownership as the Buyer.

29.2 Seller arees to disclose latent defects of which Seller has actual knowledge.

29.3 At Closing Buyer shall sign the attached Promissory Note (Exhibit A) secured by a Deed of Trust against the Property (Exhibit B). As indicated in the Promissory Note, the Promissory Note shall be marked paid in full without payment of any kind if a Pyrolysis Plant as described in the Response to Requests for Proposals given to Seller by Andersen's Sales and Salvage opens for business within 3 years after the date of the Promissory Note.

29.4. The obligations of the Seller herein, including the obligation to convey the Property to Buyer, are expressly subject to the specific approval of the GURA Board at its July 13, 2022 Board Meeting. In the event that the GURA Board does not approve this Contract, this Contract is of no legally binding effect, the Earnest Money shall be returned to the Buyer, and neither party shall have any further obligation to the other regarding the subject matter herein.

29.5 Seller has leased the Property to the City of Greeley ("City of Greeley Lease") and the City of Greeley has subleased the Property to Barton Land & Cattle /Barton Hay Grinding LLC through December 31, 2022" ("Barton Lease"). Seller has agreed to extend the City of Greeley Lease through the end of the Barton Lease. Copies of the City of Greeley Lease and the Barton Lease have been delivered to Buyer. Buyer has agreed to purchase the Property subject to the the City of Greeley Lease with the term extended through December 31, 2022 and the Barton Lease, without proration of rent.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents **are a part** of this Contract: *Proposed Promissory Note and Deed of Trust.*

30.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract: *None.*

SIGNATURES

Buyer's Name:	*Andersen's Sales & Salvage, Inc.*	Buyer's Name:	
Buyer's Signature	Date: 7/5/22	Buyer's Signature	Date
Address:	*1490 E. 8th Street* *Greeley, CO 80631*	Address:	
Phone No.:	*970-352-7797*	Phone No.:	
Fax No.:		Fax No.:	
Email Address:	*Sarah@AndersenSales.com*	Email Address:	

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name:	*Greeley Urban Renewal Authority*	Seller's Name:	Benjamin L. Snow
Seller's Signature	Date: 7/5/22	Seller's Signature	Date
Address:	*1100 10th Street, Suite 201* *Greeley, CO 80631*	Address:	
Phone No.:	*970-350-9383*	Phone No.:	
Fax No.:		Fax No.:	
Email Address:	*j.r.salas@greeleygov.com*	Email Address:	

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE. *Omitted as Inapplicable.*

PROMISSORY NOTE

U.S. $ 148,975

Greeley, Colorado
Date: _______________, 2022

1. If a Pyrolysis Plant is not open on the Property described in Paragraph 8 below within (three) 3 years after the date of this Note stated above that is fully constructed and producing energy as described in the Request for Proposals submitted by Maker to Note Holder, Maker shall on the third anniversary of the date of this Note pay Note Holder One Hundred Forty Eight Thousand Nine Hundred Seventy Five and no/100 ($148,975.00) in one lump sum. To be clear, if a Pyrolysis Plant is fully constructed and producing energy as described in the Request for Proposals submitted by Maker to Note Holder, this Note shall be marked paid in full, without payment of any kind and the Deed of Trust securing the Note shall also be released.

2. Borrower shall pay to Note Holder a late charge of 5% of any payment not received by Note Holder within 3 days after the payment is due.

3. Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the payment of accrued interest at the default rate specified below, if any, third to accrued interest first specified above, and the balance applied in reduction of the principal amount hereof.

4. If any payment required by this Note is not paid when due, or if any default under any Deed of Trust securing this Note occurs, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of Note Holder (Acceleration); and the indebtedness shall bear interest at the rate of **18** percent per annum from the date of default. Note Holder shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.

5. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty except none.

Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.

6. Borrower and all other makers, sureties, guarantors, and endorsers hereby waive presentment, notice of dishonor and protest, and they hereby agree to any extensions of time of payment and partial payments before, at, or after maturity. This Note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their successors and assigns.

7. Any notice to Borrower provided for in this Note shall be in writing and shall be given and be effective upon (a) delivery to Borrower or (b) by mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated below, or to such other address as Borrower may designate by notice to Note Holder. Any notice to Note Holder shall be in writing and shall be given and be effective upon (a) delivery to Note Holder or (b) by mailing such notice by first class U.S. mail, to Note Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice to Borrower.

8. The indebtedness evidenced by this Note is secured by a Deed of Trust dated ________________________________, and until released said Deed of Trust contains additional rights of Note Holder. Such rights may cause Acceleration of the indebtedness evidenced by this Note. Reference is made to said Deed of Trust for such additional terms. Said Deed of Trust grants rights in the following legally described property located in the County of Weld, State of Colorado:

LOT 2 MEYER MINOR SUBDIVISION, FIRST REPLAT, City of Greeley, Weld, County, Colorado.
Per the Plat recorded in the Weld County Clerk and Recorder's records on September 30, 2021 at
Reception No. 4762433.

known as No. Vacant Land, Greeley, CO ________________________________ (Property Address).
Street Address, City, State, Zip

Exhibit A

__________ Initial

(CAUTION: SIGN ORIGINAL NOTE ONLY/RETAIN COPY)

Andersen's Sales and Salvage, Inc., a Colorado corporation

By:____________________________________
Its:____________________________________
Printed Name:__________________________

Borrower's address: 1490 E. 8th Street, Greeley, CO 80631

__________ Initial

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (TD72-8-10) (Mandatory 1-11)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST

(Due on Transfer – Strict)

THIS DEED OF TRUST is made this _______ day of __________________, 2022, between Andersen's Sales and Salvage, Inc., a Colorado corporation (Borrower), whose address is 1490 E. 8th Street, Greeley, CO 80631; and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of Greeley Urban Renewal Authority (Lender), whose address is 1100 10th Street, Suite 201, Greeley, CO 80631.

Borrower and Lender covenant and agree as follows:

1. Property in Trust. Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the County of Weld, State of Colorado:

LOT 2 MEYER MINOR SUBDIVISION, FIRST REPLAT, City of Greeley, Weld, County, Colorado. Per the Plat recorded in the Weld County Clerk and Recorder's records on September 30, 2021 at Reception No. 4762433.

known as No. Vacant Land, Greeley, CO ______________________ (Property Address),
Street Address City State Zip
together with all its appurtenances (Property).

2. Note: Other Obligations Secured. This Deed of Trust is given to secure to Lender:

2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated __________________, 2022 that states that if a Pyrolysis Plant is not open on the Property within (three) 3 years after the date of the Note, that is fully constructed and producing energy, as described in the Request for Proposals submitted by Maker to Note Holder, Maker shall on the third anniversary of the date of this Note pay Note Holder One Hundred Forty Eight Thousand Nine Hundred Seventy Five and no/100 ($148,975.00) in one lump sum. To be clear, if a Pyrolysis Plant is fully constructed and producing energy as described in the Request for Proposals submitted by Maker to Note Holder, the Note shall be marked paid in full, without payment of any kind and this Deed of Trust that secures the Note shall also be released. Borrower is to pay to Lender a late charge of 5% of any payment not received by Lender within 3 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except none;

2.2. the payment of all other sums, with interest thereon at 18% per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

2.3. the performance of the covenants and agreements of Borrower herein contained.

3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date; and subject to none.

4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. Application of Payments. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

6. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided said restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under § 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

9.1. any general or special taxes or ditch or water assessments levied or accruing against the Property;

9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;

9.3. sums due on any prior lien or encumbrance on the Property;

9.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;

9.5. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchase;

9.6. all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and

9.7. such other costs and expenses which may be authorized by a court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in § 2.2 (Note: Other Obligations Secured). Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.

10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. Borrower not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

18. Acceleration; Foreclosure; Other Remedies. Except as provided in § 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first to payment of the costs of preservation and management of the Property, second to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. Waiver of Exemptions. Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. Escrow Funds for Taxes and Insurance. This § 23 is not applicable if Funds, as defined below, are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to -0- of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus -0- of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by Lender in trust for the benefit of Borrower and deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower and (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or encumbrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household appliances; or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:

24.1. All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

24.2. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging Borrower's liability hereunder for the obligations hereby secured.

24.3. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

25. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY BORROWER.

Andersen's Sales and Salvage, Inc., a Colorado corporation

By: ______________________
Its: V.P.
Printed Name: [illegible]

STATE OF COLORADO
____ COUNTY OF

The foregoing instrument was acknowledged before me this ___ day of ______________________, 2022, by ______________________ as ______________________ of Andersen's Sales and Salvage, Inc., a Colorado corporation.

Witness my hand and official seal.
My commission expires: ______________________

____
Notary Public