

## **PURCHASE AND SALE AGREEMENT**

for

613 1<sup>st</sup> Avenue and 740 Boston Avenue, Longmont, Colorado

This **PURCHASE AND SALE AGREEMENT** (the "Agreement") is made and entered into by and between 1<sup>ST</sup> AVE. STORAGE LLC, a Colorado limited liability company, whose address is 9127 Fleetwood Avenue, Longmont, CO 80501 ("Seller") and the CITY OF LONGMONT, a Colorado municipal corporation with an address of 350 Kimbark St., Longmont, CO 80501 (the "City"), and each a "Party" and collectively, the "Parties".

**WHEREAS**, Seller owns the real property referred to as Parcel 1 and Parcel 2 and more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (collectively, Parcel 1 and Parcel 2 are referred to herein as the "Property");

**WHEREAS**, the City wishes to purchase the Property from Seller and Seller has agreed to sell the Property to the City, pursuant to the terms set forth in this Agreement;

**WHEREAS**, the Effective Date of this Agreement shall be the date the Agreement is duly signed by an authorized representative of the City.

**NOW, THEREFORE**, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Conveyance**. Seller agrees to convey, sell, and transfer to the City, and the City agrees to purchase from Seller, on the terms and conditions of this Agreement, the fee title ownership of the Property as described in **Exhibit A** (with a street address of 613 1<sup>st</sup> Avenue and 740 Boston Avenue, Longmont, Colorado), subject only to those title encumbrances of record that are acceptable to the City as provided for in Section 5.
2. **Earnest Money**. Within ten (10) days of the Effective Date, the City shall deposit with the Title Company the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) as an earnest money deposit to be credited towards the Purchase Price ("Earnest Money"). The Parties agree to execute a reasonable escrow agreement with the Title Company concerning the handling of the Earnest Money and the Closing.
3. **Purchase Price**. The Purchase Price to be paid by the City to Seller for the sale and conveyance of the Property is **TWO MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,600,000.00)** to be paid by the City at Closing. This amount is inclusive of the Earnest Money and is also inclusive of all relocation benefits and claims. All such funds shall comply with all applicable Colorado laws, including electronic transfer funds, certified check and cashier's check.
4. **Evaluation Period**. The City shall have the period commencing on the Effective Date and continuing for one hundred and nineteen (119) days thereafter (the "Evaluation Period") in which to determine whether the Property is satisfactory for the City's proposed use, in the City's sole and absolute discretion. If an updated Title Commitment, a Survey and/or the results of any inspection

or review provided for in Section 4(c) are not received by the City seven (7) days prior to the expiration of the Evaluation Period, and such delay is due to *force majeure* or other factors beyond the City's reasonable control, the Evaluation Period shall be extended, upon notice to Seller, for an additional fourteen (14) days after the City's receipt of an updated Title Commitment, a Survey and/or the results of any inspection or review requested pursuant to Section 4(c).

- a. The City has obtained a title insurance commitment (the "Title Commitment") proposing to insure the City's ownership of the Property, on a form acceptable to the City, and issued by First American Title Insurance Company. The City shall be responsible for the cost of the Title Commitment, of any update to the Title Commitment and of any owner's policy of title insurance issued pursuant to the commitment. The City may, at its sole option and its sole expense, either purchase or decline title insurance for the purchase of the Property. If the City seeks to obtain a first updated Title Commitment for the Property, it must request that update within ten (10) days after the Effective Date. The City may also obtain a second update to the Title Commitment immediately before Closing.
- b. Within ten (10) days after the Effective Date, Seller shall provide to the City for inspection and copying all reports and other documents in Seller's possession or under its control, if any, which affect the Property or otherwise relate to the Property, including without limitation surveys, environmental reports, soil reports, engineering drawings, utility plans, road plans, rights-of-way documents, licenses, easements leases and agreements. In lieu of providing all rental agreements with storage customers that are in effect as of the Effective Date, Seller may instead simply provide a form of Seller's rental agreement with storage customers, provided that such form is generally consistent with all other rental agreements Seller has with its storage customers.
- c. During the Evaluation Period, the City or any person the City designates shall be permitted a first entry onto the Property (upon forty-eight (48) hours notice to Seller) and may make inspections of the condition of the Property and the improvements thereon, at the City's expense. Such inspections may include, but are not limited to, a survey of the Property ("Survey"), inspections for appraisal, compliance with environmental protection, land use and building codes, as well as other laws, ordinances, rules, and regulations, and for the disposal or existence, in or on the Property, of any pollution or hazardous substance or materials, and may include a Phase 1 and/or Phase 2 environmental assessment. Such inspections may include reasonable subsurface boring and excavation, but shall be undertaken so as to cause the least disruption to Seller as reasonably practical. If the City seeks to have such inspections, review and/or survey of the Property, it must request those services within ten (10) days after the Effective Date.
- d. If the City determines in its sole discretion that the Property or any aspect, condition or characteristic thereof is unsatisfactory or undesirable for the City's purposes in any respect, the City may, prior to the expiration of the Evaluation Period, as such period may be extended pursuant to the terms of this Agreement, provide written

notice to Seller either: i) detailing the specifics of any objections as to any aspect, condition or characteristic of the Property in which case the parties shall proceed pursuant to Section 5 hereof; or ii) terminate this Agreement by written notice delivered to Seller and the Title Company. Upon termination of this Agreement under this subsection or under any other provisions of this Agreement, the Title Company shall return the Earnest Money to the City, and the Parties shall be released from all further obligations and liability under this Agreement, except that Parties shall return to each other all things of value provided hereunder, and City shall restore any damage to the Property that resulted from its inspection of the Property pursuant to Section 4(c) hereof.

- e. On or after Effective Date and extending through Closing or termination of this Agreement as provided hereunder, Seller shall not enter into any new rental agreement with any storage customer, or convey any interest in, further encumber or allow new occupancy of, or materially alter any aspect, condition or characteristic of the Property, except as contemplated in this Agreement or as authorized by the City in writing.

5. Objections and Right to Cure. If the City does not terminate this Agreement pursuant to Section 4 hereof, the Parties shall proceed as follows:

- a. The City shall be entitled to object to any matters shown in the Title Commitment, in any first update to the Title Commitment, on any Survey, or on any report or results from inspections of the Property pursuant to Section 4 hereof, by a written notice detailing the specifics of such objections delivered to Seller at least twenty-one (21) days prior to the expiration of the Evaluation Period, as such period may be extended pursuant to the terms of this Agreement. If the City fails to timely provide written notice of objections to Seller as contemplated herein, the City will be deemed to have waived any such objections.
- b. Seller shall respond to the City's objections in writing within seven (7) days of the City's written notice of objection pursuant to section 5(a), detailing Seller's proposal to take action to satisfy, remedy or cure any or all of the City's objections, or declining to take action to satisfy, remedy or cure any or all of such objections. For each City objection the Seller intends to address, Seller's written proposal shall identify each objection and detail the specific action Seller will take to satisfy, remedy or cure such objection and shall state a date by which all such actions shall be completed. Seller's written proposal to satisfy, remedy or cure an objection shall become Seller's obligation under this Agreement. If Seller fails to respond to a City objection as contemplated herein, it will be deemed that Seller has declined to take action to satisfy, remedy or cure that objection.
- c. For each objection asserted by the City, the City may either: i) waive the objection; ii) approve Seller's detailed written proposal and deadline to satisfy, remedy or cure the objection; or iii) terminate this Agreement by providing written notice to Seller within fourteen (14) days of the City's written notice of objection pursuant to

Section 5(a). The City may simultaneously waive some objections and approve Seller's proposed actions to satisfy, remedy or cure other objections.

- d. If the City accepts or approves all or some of Seller's written proposal(s) to take action to satisfy, remedy or cure the City's objections, the Evaluation Period and deadline for all objections shall be extended until seven (7) days after Seller provides the City with written notice of completion of all of Seller's actions to satisfy, remedy or cure the City's objections, along with such proof of completion as may be reasonably required by the City. Seller shall provide the City with written notice of completion of all of Seller's actions to satisfy, remedy or cure objections, along with any required proof thereof, no later than forty-two (42) days of the City's written notice of objection pursuant to Section 5(a).
- e. Within seven (7) days of written notice of completion of Seller's actions to satisfy, remedy or cure objections, or within forty-two (42) days of the City's written notice of objection pursuant to Section 5(a), (whichever is earlier), the City may either: i) waive any objection; ii) approve Seller's completed actions to satisfy, remedy or cure any objection; or iii) terminate this Agreement by providing written notice to Seller. The City may simultaneously waive some objections and approve Seller's completed actions to satisfy, remedy or cure other objections.
- f. If Seller declines or fails to satisfy, remedy or cure any of the City's objections and the City does not either expressly waive such objections or terminate this Agreement by the expiration of the Evaluation Period, as such period may be extended pursuant to the terms of this Agreement, any outstanding, unsatisfied, unremedied or uncured City objections shall be deemed to be waived.
- g. If the City obtains a second updated Title Commitment immediately prior to Closing, the City may object in writing at that time to any new condition, requirement or exception first appearing in such updated Title Commitment prior to or at Closing, and any such objection shall, at the City's election, delay Closing and extend the Evaluation Period, whereupon the Parties shall repeat the objection/resolution process outlined in this Section 5.
- h. Upon forty-eight (48) hours notice to Seller, the City shall be entitled to a second entry onto the Property within seven (7) days of Closing to conduct a final visual inspection of the Property. If there are any material alterations to the Property, any new encumbrance or impermissible occupancy, or any violation or breach of this Agreement, the City may provide written notice of objection prior to or at Closing and any such objection shall, at the City's election, delay Closing and extend the Evaluation Period, whereupon the Parties shall repeat the objection/resolution process outlined in this Section 5.
- i. The Parties may modify, shorten or extend the deadlines and timing of actions contemplated in this Agreement, provided that the terms of any such modification, shortening or extension is agreed to by both Parties in writing, including e-mail.

Any deadline under this Agreement that falls on a Saturday, Sunday or State holiday, shall automatically be extended to the next calendar day that is not a Saturday, Sunday or State holiday.

6. Closing. The Closing will occur at the office of the Title Company, or at such other mutually agreeable location. The date of Closing shall be July 31, 2025, or by written mutual agreement at a later or earlier date, but in no event later than August 31, 2025.

- a. The City shall pay all Closing costs and the cost of recording the deed and all other items required to be paid at Closing by the City, except as otherwise provided herein. Seller shall pay all taxes, assessments and utility charges prorated to the date of Closing. The City and Seller shall sign and complete all customary or required documents at or before Closing.
- b. At Closing, the Title Company may use the Purchase Price or any other Seller's funds to remove, pay-off, release, subordinate and/or extinguish any financial encumbrance or monetary liens not permitted by this Agreement, and Seller agrees to allow such encumbrances or monetary liens to be paid-off, removed, and/or extinguished by the Title Company. However, if the total obligations secured by liens or encumbrances exceed the Purchase Price, then this Agreement, at the written election of the Seller, shall become void and of no effect. Such election shall release each Party from their respective obligations and liability under this Agreement, the Title Company shall return the Earnest Money to the City, and the Parties shall return to each other all things of value provided under this Agreement.

7. Possession. Seller shall deliver possession of the Property to the City at Closing pursuant to this Section 7:

- a. Not less than fourteen (14) days prior to Closing, the Seller shall have terminated all leases and storage customer agreements, removed all tenants, lessees and storage customers and their personal property from Property and cleared the Property of all other personal property, storage items, trash, vehicles and equipment.
- b. Possession of the Property shall be delivered to the City at Closing with all of Seller's and Seller's lessees' and storage customers' personal property, storage items, vehicles, equipment, debris and trash removed from the Property, with the Property being left "broom clean" upon transfer to the City at Closing. The Parties acknowledge and agree that Seller's failure to comply with this subsection 7(b) shall result in damages to the City in an amount that is difficult to quantify or forecast, but that both Parties agree may be reasonably estimated to be one thousand dollars (\$1,000.00) per day, plus reasonable costs incurred by the City to cure and remove such items. Accordingly, Seller's failure to deliver possession of the Property at Closing in conformance with the first sentence in this subsection 7(b) shall result in Seller being liable to the City for liquidated damages of one thousand dollars (\$1,000.00) per day for each day after Closing that Seller has failed to

comply with the first sentence in this subsection 7(b), plus reasonable costs incurred by the City to cure and remove such items.

8. Seller's Deliverables. On or prior to Closing, Seller shall deliver to the Title Company a General Warranty Deed duly executed and acknowledged by Seller, conveying fee title to the Property to the City, and such other instruments of transfer, certificates and additional documents as may be required hereunder or reasonably required by the City or the Title Company, including a statement of authority. Keys and passwords to any locks and gates remaining on the Property after Closing shall be delivered to the City at Closing. Any funds due from Seller under this Agreement, may be taken from the Purchase Price by the Title Company at Closing.

9. The City's Deliverables. On or prior to Closing, the City shall deliver to the Title Company the Purchase Price (less a credit to the City for the amount of Earnest Money previously deposited with the Title Company) and other funds required to be paid or provided by the City under this Agreement, and such other documents as may be required hereunder or reasonably required by Seller or the Title Company.

10. Seller Representations and Warranties. Seller hereby represents and warrants that the following statements are true and correct to the best of Seller's knowledge as of the Effective Date.

- a. Seller has the full right, power, and authority to transfer and convey the Property, as provided in this Agreement, and to carry out Seller's obligations under this Agreement. Seller is a Colorado limited liability company validly existing and in good standing under the laws of the State of Colorado; Seller has not: i) commenced a voluntary case, or had entered against it in a petition, for relief under Title 11 of the United States Code, as amended or any similar petition, order, or decree under any federal or state law or statute relative to bankruptcy, insolvency, dissolution or other relief for debtors; ii) caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding, to hold, administer, and/or liquidate all or substantially all of its property; or iii) made an assignment of the Property for the benefit of creditors or others; and that Seller's signature below is fully authorized and binding upon Seller.
- b. There is no action, suit or proceeding pending, threatened, against or otherwise affecting Seller or the Property in any court of law or equity, or before any governmental authority, in which an adverse decision might materially impair Seller's ability to perform its obligations under this Agreement.
- c. There is no pending or threatened condemnation, quiet title or similar proceeding affecting the Property.
- d. The Property is being sold free and clear of all covenants, agreements, leases, storage agreements and other occupancy rights.

- e. Seller has good and merchantable title to the Property and all the assets, properties, rights and interests pertaining to the Property, free and clear of all liens and encumbrances, except for matters of record, and there exist no restrictions on the right of Seller to transfer the Property and to convey good title to the City pursuant to this Agreement.
- f. Neither the execution of this Contract nor its consummation constitutes, or will result in, any breach of any of the terms, conditions, or provisions of, or is a default under, any indenture, charter, bylaw, mortgage, loan agreement, lien, lease, license, option, right of first refusal, judgment, decree, order, instrument, or other verbal or written agreement, covenant, or restriction to which Seller is a party or is subject or to which the Property is subject.
- g. Seller has not received any notice of any violations of any applicable law or covenants related to the Property.
- h. There are no special assessments currently levied against the Property or to be levied against the Property after its acquisition by the City.
- i. Every document, schedule, item and other data or piece of information Seller has delivered or will deliver or make available to the City for inspection under this Agreement will be materially true, accurate, and correct.
- j. Except as otherwise disclosed in inspections and reports delivered by Seller to the City or otherwise obtained by the City: (i) the Property is not contaminated with any hazardous substance; (ii) Seller has not caused and will not cause, and to the best of Seller's current, actual knowledge, there has never occurred, the release of any hazardous substance on the Property; (iii) the Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance; (iv) there is no asbestos on the Property, the Property complies with the requirements of the Occupational Health and Safety Administration of the U.S. Department of Labor (OSHA) asbestos standards; (v) there is no underground storage tank on the Property; (vi) by acquiring the Property, the City will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the Property or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property. The terms "hazardous substance", "release" and "removal" shall have the same meaning and definitions as in 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance" as used herein also shall include "hazardous waste", as defined in 42 U.S.C. Section 6903 and "Petroleum", as defined in 42 U.S.C. 6991. The term "superfund" means the Comprehensive Environment Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601, et seq., as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered or enforced by any governmental agency or authority. The term "underground

storage tank" shall have the same meaning and definitions as in 42 U.S.C. Section 6991.

- k. Through the date of Closing, Seller shall give the City prompt written notice if any of the representations or warranties made herein are no longer true or correct in any material manner. Should any of the foregoing representations or warranties no longer be true and correct to the best of Seller's knowledge as of the Closing date, Seller shall notify the City in writing, whereupon the City may either: i) proceed to Closing; ii) provide written notice of objection prior to or at Closing and any such objection shall, at the City's election, delay Closing and extend the Evaluation Period, whereupon the Parties shall repeat the objection/resolution process outlined in this Section 5; or iii) terminate this Agreement.
- l. The representations and warranties contained in this Section 10 shall survive and be enforceable by the City for one (1) year after Closing, after which no claim shall be made.

11. Remedies.

- a. Seller's Remedies. If the Closing does not occur by reason of a breach of the City, and the Seller has complied with the terms of this Agreement, Seller shall have the sole and only remedy to retain the Earnest Money as liquidated damages and neither Party shall have any further obligation hereunder. Seller expressly waives the remedies of specific performance and further damages.
- b. The City's Remedies. If the Closing does not occur by reason of a breach of Seller, and the City has complied with the terms of this Agreement, the City may, in its sole discretion: i) treat this Agreement as terminated, in which case Seller and Title Company shall return the Earnest Money to the City, and the City may pursue and recover such damages as may be proper; ii) treat this Agreement as in full force and effect, in which case the City shall have the right to specific performance, damages, or both; or iii) begin eminent domain proceedings and claim full credit against any just compensation award for any payment or things of value given under this Agreement. If the City pursues eminent domain, this Agreement may be used to conclusively establish good faith negotiations between the parties, and the City's inability to acquire the Property voluntarily, however, evidence of the Purchase Price shall not be admissible in such proceedings.

12. Miscellaneous.

- a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought only in the District Court in and for Boulder County, Colorado. In any such action, the substantially prevailing party shall be awarded its costs and reasonable attorney fees associated with the action.



- b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.
- c. Integration and Modification. This Agreement, including the recitals, constitutes the entire agreement between the Parties, superseding all prior oral or written communications. This Agreement may only be modified, amended or supplemented upon written agreement of the Parties.
- d. Third Parties. There are no intended third-party beneficiaries to this Agreement. Any real estate commission due to any broker engaged by Seller upon sale of the Property to the City shall be paid by Seller. The City represents that is not a party to any contract which requires the payment of any real estate commission upon the sale of the Property.
- e. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented, e-mailed and/or sent prepaid, first-class United States Mail to the Party at the address set forth below:

City:  
Laura Moody  
Redevelopment Manager  
City of Longmont  
350 Kimbark Street  
Longmont, CO 80501  
[laura.moody@longmontcolorado.gov](mailto:laura.moody@longmontcolorado.gov)

Seller:  
9127 Fleetwood Avenue  
Longmont, Colorado  
80503  
(303)775-5380  
[wefourts@gmail.com](mailto:wefourts@gmail.com)

and

Eugene Mei  
City Attorney  
City of Longmont  
350 Kimbark Street  
Longmont, CO 80501  
[eugene.mei@longmontcolorado.gov](mailto:eugene.mei@longmontcolorado.gov)

- f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- g. Indemnity. Seller will indemnify, defend, and hold the City, its employees, elected officials, attorneys, contractors and representatives harmless from and against all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, losses and expenses (including, without limitation, attorney fees and litigation costs) to the extent proximately caused by the breach of any representation or warranty of Seller set forth in Section 10 of this Agreement, and for and against

any claims asserted by any of Seller's lessees or storage customers for a period of one (1) year after Closing, after which no claim for indemnification shall be made. Additionally, Seller will indemnify, defend and hold the City, its employees, elected officials, attorneys, contractors and representatives harmless from and against all third-party claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, losses and expenses (including, without limitation, attorney fees and litigation costs) to the extent proximately caused by any negligent or wrongful act of Seller on the Property prior to Closing.

- h. Governmental Immunity. The City and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. section 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers, attorneys or employees.
- i. Subject to Annual Appropriation. Consistent with Article X, section 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- j. Survival. The provisions contained in Sections 10, 12(a), 12(g) and 12(h) of this Agreement shall survive Closing and remain in effect and enforceable for one (1) year after Closing, after which no claim shall be made.
- k. Casualty. In case of substantial damage to the Property by fire, flood, or casualty between the Effective Date and the date of Closing, the City may elect to either: i) proceed to Closing; or ii) terminate this Agreement whereupon the Title Company shall return the Earnest Money to the City, and the Parties shall be released from all further obligations and liability under this Agreement, except that Parties shall return to each other all things of value provided hereunder.
- l. City Council Approval. The Parties hereby acknowledge and agree that the City's purchase of the Property and the enforceability of this Agreement is expressly contingent on approval by the City Council of the City of Longmont and compliance with all applicable provisions of the City of Longmont Charter and Municipal Code with regard to the City's purchase of real property. The City shall not incur any liability whatsoever if the purchase of this Property or this Agreement are not approved by City Council, as indicated by the Mayor's signature below.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the Effective Date.

**SIGNATURES APPEAR ON FOLLOWING PAGES**

**BUYER**  
CITY OF LONGMONT

\_\_\_\_\_  
MAYOR

Date: \_\_\_\_\_, 2025

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROOFREAD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
ORIGINATING DEPARTMENT

\_\_\_\_\_  
DATE

LF: 24-002844

**SELLER**

1<sup>ST</sup> AVE STORAGE LLC, a Colorado limited liability company

\_\_\_\_\_  
By:

\_\_\_\_\_  
As:

State of Colorado                    )  
  ) ss.  
County of \_\_\_\_\_)

I attest that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025  
by \_\_\_\_\_ as \_\_\_\_\_  
for 1<sup>ST</sup> AVE STORAGE LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **LEGAL DESCRIPTIONS OF PROPERTY**

#### **Parcel 1 - 740 Boston Avenue (northern section)**

The Land referred to herein below is situated in the County of Boulder, State of Colorado, and is described as follows:

E½ OF A TRACT OF LAND SITUATE IN THE N½ OF THE NE¼ OF THE NW¼ OF SEC. 10, T. 2 N. R. 69 W. OF THE 6TH P.M., DESCRIBED AS FOLLOWS: W. 331.44 FT. OF THE E. 651.44 FT. OF SAID N½ OF THE NE¼ OF THE NW¼ OF SEC. 10, T. 2 N. R. 69 W. OF THE 6TH P.M. TOGETHER WITH RIGHT OF WAY OVER THE S. 35 FT. OF THE E. 320 FT. OF THE SAID N½ OF THE NE¼ OF THE NW¼ OF SEC. 10, FOR THE PURPOSE OF INGRESS AND EGRESS TO THE PREMISES FIRST ABOVE DESCRIBED, COUNTY OF BOULDER, STATE OF COLORADO.

EXCEPTING THE FOLLOWING PARCEL:

ALL THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 10, TOWNSHIP 2 NORTH, RANGE 69 WEST, 6TH P.M., BOULDER COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 10, WHENCE THE NORTH ONE-QUARTER CORNER BEARS NORTH 89°44'50" EAST 320.00 FEET; THENCE PARALLEL WITH THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 10 SOUTH 00°02'18" EAST 365.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°02'18" EAST 259.47 FEET TO THE NORTH RIGHT OF WAY BOSTON AVENUE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 89°45'36" WEST 165.72 FEET; THENCE PARALLEL WITH THE EAST LINE OF THE NORTHWEST ONE-QUARTER SECTION 10 NORTH 00°02'18" WEST 259.47 FEET; THENCE NORTH 89°45'36" EAST 165.72 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF BOULDER, STATE OF COLORADO; Reception No. 03425579

#### **Parcel 2 - 613 1st Avenue**

The Land referred to herein below is situated in the County of Boulder, State of Colorado, and is described as follows:

THE WEST 3 FEET OF LOT 2 AND LOT 3, BLOCK 100, ORIGINAL TOWN OF LONGMONT, AND EAST 27.50 FEET OF LOT 4, BLOCK 100, ORIGINAL TOWN OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO; Reception No. 03425579