

**A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT WITH LISA COOK, JAY PERLMUTTER, VICKI DANSKY, JONATHAN PERLMUTTER, THE ESTATE OF CRAIG MORRISON, RONALD BERNSTEIN, and GHLS, LLC AND THE NORTHGLENN URBAN RENEWAL AUTHORITY**

WHEREAS, NURA desires to purchase certain real property with addresses of 1660 and 1680 E. 112<sup>th</sup> Avenue, Northglenn, Colorado from Lisa Cook, Jay Perlmutter, Vicki Dansky, Jonathan Perlmutter, the Estate of Craig Morrison, Ronald Bernstein, and GHLS, for blight remediation and redevelopment purposes; and

WHEREAS, the terms of the purchase and sale of the property are set forth in the attached Purchase and Sale Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORTHGLENN URBAN RENEWAL AUTHORITY, THAT:**

Section 1. The purchase and sale agreement attached hereto as **Exhibit A**, is hereby approved and the Chair is authorized to execute the same subsequent to full execution of the agreement by all of the sellers and further provided that the Effective Date shall be the date of execution by the Chair.

Section 2. The Chair and the Executive Director of the Authority are hereby authorized to execute any and all documents and to take any and all actions necessary to purchase the Property pursuant to the terms of the attached Purchase and Sale Agreement, including without limitation executing such documents as may be required by the title company to close on the purchase and sale transaction.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Rosie Garner  
Chair

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Debbie Tuttle  
Executive Director

\_\_\_\_\_  
Jeff Parker  
Board Attorney

## EXHIBIT A

### PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made as of the \_\_\_\_ day of November 2022 (the "Effective Date"), by and between LISA COOK, JAY PERLMUTTER, VICKI DANSKY, JONATHAN PERLMUTTER, CRAIG MORRISON, RONALD BERNSTEIN, and GHLS, LLC (collectively, "Seller"), and the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("Buyer").

1. Purchase and Sale. Buyer hereby agrees to purchase, and Seller agrees to sell, those certain parcels of real property situated in the City of Northglenn, County of Adams, State of Colorado, known as 1660 E. 112<sup>th</sup> Avenue and 1680 E. 112<sup>th</sup> Avenue, legally described on Exhibit A attached, together with all improvements, water rights, mineral rights, reversions, remainders, rights, privileges, easements, rights-of-way, appurtenances, licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with such real property and any FF&E (as defined hereinbelow) (collectively, the "Property"). Buyer and Seller shall deliver a copy of the fully executed Agreement to a mutually agreed upon title company ("Title Company"). Buyer and Seller hereby agree that the Property shall also include the transfer of all water and sewer taps (including any water service agreements which shall be assigned to Purchaser) or sanitary or storm sewer capacity appurtenant or appertaining to or otherwise benefiting or used in connection with the Property.

2. Consideration. The purchase price for the Property (the "Purchase Price") shall be Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) and shall be paid as adjusted by prorations as provided for herein in certified funds or by immediately available wire transfer at Closing. Within ten (10) days of execution of this Agreement, Buyer shall deposit Ten thousand Dollars (\$10,000.00) as earnest money (the "Earnest Money") with the Title Company.

3. Review of Property.

(a) Seller shall, within seven (7) calendar days following the Effective Date, to the extent not previously delivered to Seller, deliver to Buyer copies of all plans, drawings, reports, investigations, tests, surveys, leases, and information pertaining to the Property's physical, environmental, operating, title and financial condition which are in Seller's possession or commercially reasonable control (the "Diligence Information"). A phase 1 environmental assessment dated March 11, 2022 performed by AEI Consultants was delivered to Buyer and a limited phase II subsurface investigation report dated May 10, 2022 as updated June 3, 2022 and August 9, 2022 performed by AEI Consultants was delivered to Buyer. From and after the Effective Date until the earlier of the Closing or the earlier termination of this Agreement, Seller agrees to forward to Buyer at Buyer's office at the addresses set forth for notices herein, for review by Buyer, copies of any notices of the type described in Section 8(f), below.

(b) If not part of the Diligence Information in Seller's possession or control, Seller shall, on or before expiration of the Contingency Period (as defined below), provide Buyer with a phase 1 environmental site assessment.

(c) During the Contingency Period (as defined below), and unless this Agreement is terminated as provided herein, as reasonably necessary thereafter, Seller hereby grants Buyer and its agents and consultants access to the Property at reasonable times and in a reasonable manner, to inspect, examine and test each and every part thereof, at Buyer's sole risk (except for the negligence or willful misconduct of Seller, its agent, employees or contractors), cost and expense, and to evaluate the suitability of the Property for Buyer's intended use. Such right of review shall include, without limitation, examination of title and survey matters, availability of utilities and other services, financial feasibility, soil and subsoil conditions, purposes to which the Property is suited, drainage, access to public roads, hazardous or toxic waste or conditions or the effect on the Property and adjacent areas of any state or federal environmental protection laws or regulations. All entry onto the Property by or on behalf of Buyer at any time prior to the Closing shall be upon prior telephonic notice to Seller, subject to such reasonable rules as Seller may reasonably impose to avoid interference with Seller's ongoing use of the Property. Buyer agrees to conduct all examinations and tests of the Property in a safe and workmanlike manner, repair any damage or disturbance it causes to the Property in the event this Agreement is terminated or fails to close in accordance with its terms, ordinary wear and tear excepted. Buyer shall have no obligations to Seller with respect to any claims arising from or related to pre-existing conditions of the Property or the acts or omissions of Seller. The obligations of Buyer under this Section 3(b) shall survive the Closing or termination of this Agreement.

(d) During the Contingency Period (as defined below), Buyer shall determine in its sole discretion whether the Property is acceptable to Buyer and whether Buyer has the ability to finance the purchase of the Property on terms and conditions acceptable to Buyer in its sole and absolute discretion. If Buyer concludes that the Property is not acceptable to it, for any reason whatsoever, Buyer shall notify Seller in writing on or before the end of the Contingency Period that Buyer is electing to terminate this Agreement (the "Termination Notice"). If Buyer does not deliver the Termination Notice to Seller on or before the end of the Contingency Period, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3(c), and this Agreement shall remain in full force and effect. If Buyer timely delivers the Termination Notice, then the Earnest Money shall be returned to Buyer and both parties shall be relieved from all further obligations under this Agreement, except for the obligations of Buyer or Seller that expressly survive the termination of this Agreement, all of which shall continue in full force and effect. Buyer shall return to Seller or destroy all documents and materials provided to Buyer by Seller, shall provide Seller, without representation or warranty of any kind, with copies of any survey, environmental reports, and other reports or documentation commissioned by Buyer regarding the Property.

(e) For purposes hereof, the "Contingency Period" shall commence on the Effective Date and shall expire at 5:00 p.m. local Colorado time, on the forty-fifth (45) calendar day following the Effective Date.

#### 4. Title.

(a) Seller shall, within seven (7) business days following the Effective Date, to the extent not previously delivered, cause to be delivered to Buyer, at Seller's expense: (i) a current ALTA extended coverage owners title insurance commitment on the Property issued by the Title Company; (ii) legible copies of all matters of record referenced in Schedule B-II of the

Commitment; (iii) a current certificate of taxes due for the Land issued by the County assessor's office, if any (the documents identified in clauses (i), (ii) and (iii) hereof being collectively referred to as the "Title Commitment"); and (iv) a copy of any existing survey of the Land in Seller's possession or commercially reasonable control ("Existing Survey").

(b) During the Contingency Period, Seller shall obtain a survey for the Property in form acceptable to Buyer and sufficient to permit Title Company to delete standard survey exceptions (the "Survey"). If obtained by Buyer, Buyer shall deliver a copy of the Survey to Seller and to Title Company, and the Survey shall be in a form reasonably satisfactory to Title Company as having been made in compliance with applicable law and land survey standards and ALTA requirements for extended coverage owner's title insurance, certified to Buyer, Seller, Title Company and any other parties specified by Buyer. Any additional expense related to the Survey shall be at the expense of Buyer. In the event Buyer does not elect to obtain the Survey, Buyer shall have no right to object to any matter on the Title Commitment that would be removed upon delivery of a Survey meeting the requirements specified herein.

(c) Buyer shall have until 5:00 p.m. on the Thirtieth (30<sup>th</sup>) day following the Effective Date (the "Title Objection Period") to notify Seller in writing ("Title Objection Notice") of any objection Buyer may have to any matter contained in the Title Commitment or shown on the Survey ("Objection"). All matters shown in the Title Commitment and/or the Survey that are not objected to in a Title Objection Notice prior to expiration of the Title Objection Period shall be deemed "Permitted Exceptions"; provided, however, that Buyer shall not be required to object to, and Seller shall be obligated to satisfy all requirements of Seller and remove at or before Closing, any monetary liens shown on the Title Commitment or any update thereto (excluding any liens arising by, through or under Buyer). However, current real property taxes and assessments not yet due and payable, government liens for special improvements not installed as of the Effective Date, if any, and all other matters which may be caused by Buyer or agreed to by Buyer in writing shall also be Permitted Exceptions. Seller shall have five (5) days from receipt of the Title Objection Notice (the "Title Response Time") to notify Buyer in writing of its election either to cure the Objections so specified, or to take no action (a "Title Response Notice"). If Seller does not deliver a Title Response Notice to Buyer prior to expiration of the Title Response Time, Seller shall be deemed to have elected to take no action with respect to the Objections. If Seller elects (or is deemed to have elected) to take no action with respect to any Objection, then Buyer shall have, as its exclusive remedy, the right to terminate this Agreement or to waive such Objections and close with no reduction in the Purchase Price. If, in such event, Buyer fails to notify Seller within five (5) days after the expiration of Title Response Time that Buyer elects to terminate this Agreement, then Buyer shall be deemed to have elected to close the transaction evidenced by this Agreement and to waive such Objections, with no reduction in the Purchase Price, and in such event the Objections shall be deemed Permitted Exceptions. If Buyer timely elects to terminate this Agreement in accordance with the provisions of this Section 4(c), then the Earnest Money shall be returned to Buyer and both parties shall be relieved from all further obligations under this Agreement, except for the obligations of Buyer or Seller that expressly survive the termination of this Agreement, all of which shall continue in full force and effect. Seller shall have no obligation to agree to cure any Objection, but if Seller elects to cure an Objection, Seller shall use its commercially reasonable efforts and diligently pursue any cure.

(d) If any update of the Title Commitment or Survey prior to Closing contains any new exception, new title or survey matter or any additional requirements not previously shown in the Title Commitment or Survey, Buyer shall have five (5) days thereafter to give Seller written notice of Buyer's objections thereto (an "Additional Objection"). Any Additional Objection shall be treated in the same manner as an Objection under Section 4(c).

5. Additional Conditions

This Agreement shall terminate (and the Earnest Money returned) with no further obligation or cost to either party if the following condition is not satisfied on or before expiration of the Contingency Period: Execution of a redevelopment agreement for the Property with terms mutually acceptable to both Buyer and Seller in their sole and absolute discretion.

6. Closing/Prorations.

(a) The purchase and sale shall close (herein referred to as the "Closing") at the office of the Title Company on the Closing Date (as hereafter defined), at such time as the parties may mutually agree. The Closing may, at either party's option, be accomplished through escrow with the Escrow Holder in accordance with the general provisions of the usual form of escrow agreement used in similar transactions by the Escrow Holder, amended as may be appropriate to conform to the terms of this Agreement, provided that any such escrow agreement shall be executed by Buyer, Seller, and the Escrow Holder as of the date and time scheduled for Closing. For purposes hereof, the "Closing Date" shall be thirty (30) days following the later of (i) expiration of the Contingency Period; or (ii) the date that Buyer obtains a building permit for the redevelopment of the Property (but in no event later than 180 days after the Effective Date).

(b) All general real estate taxes and assessments ("Taxes") for all calendar years prior to the date of Closing, if any, shall be paid by Seller on or before Closing. All Taxes for the calendar year in which the Closing shall occur, which are not due and payable as of Closing, shall be prorated to the Closing Date based on the actual Taxes for the year of closing, if known, and if not known, based on the most recent assessed valuations and most recent mill levy available, which proration shall be deemed a final settlement between the parties.

(c) All title charges for the base premium for the Owner's policy of title insurance in the amount of the Purchase Price shall be paid by Seller. The recording fee for the deed of conveyance, documentary fee and transfer taxes, if any, shall be paid by Seller. The premium for any title endorsements or coverage amounts above the coverage agreed to be provided by Seller shall be paid by Buyer. All other closing costs imposed by the Title Company or Escrow Holder, including but not limited to the escrow and closing fee of the Escrow Holder, shall be paid by Buyer.

(d) Possession of the Property, subject to Permitted Exceptions, shall be delivered to the Buyer on the date of Closing.

(e) As part of the Closing, Seller shall deliver to Buyer or Escrow Holder, as applicable, the following:

- (i) a special warranty deed in the statutory form;

(ii) the unconditional commitment of the Title Company to issue the Title Policy as required under the Agreement;

(iii) a bill of sale without warranties conveying to Buyer the water and sewer taps and the personal property belonging to Seller and used in connection with the operation of the Property, if any, together with the "FF&E" (as defined in Section 11 below);

(iv) an affidavit, as required by the Title Company, necessary to delete the standard printed title exceptions; and

(v) evidence, as required by the Title Company, that those acting for the Seller have full authority to consummate this transaction in accordance with the terms of this Agreement; and

(vi) such other documents, including affidavits, as may be reasonably required in order for the Title Company to issue the title policy contemplated by this Agreement and for the parties to close the transactions evidenced hereby.

(f) As part of Closing, Buyer shall deliver to the Seller or Escrow Holder, as applicable, the following:

(i) the Purchase Price in the amount and form as stated herein;

(ii) evidence, as required by the Title Company, that those acting for the Buyer have full authority to consummate this transaction in accordance with the terms of this Agreement; and

(iii) such other documents, including affidavits, as the Title Company may reasonably require in order to issue the title policy contemplated by this Agreement and close the transactions evidenced hereby.

## 7. Default.

(a) If Seller fails to perform any of its obligations hereunder for any reason other than (i) a force majeure event, or (ii) Buyer's default hereunder, and Seller's failure to perform is not cured within fifteen days (15) days following written notice from Buyer describing in reasonable detail the default hereunder, Buyer shall have the rights, which shall be Buyer's exclusive remedies: (i) to specific performance of Seller's obligations hereunder; or (ii) to terminate this Agreement and have its Earnest Money returned and seek actual, out-of-pocket damages not to exceed \$20,000.00. Any and all other remedies otherwise available to Buyer under applicable law are expressly waived.

(b) If Buyer fails to perform any of its obligations hereunder for any reason except for (i) a force majeure event; or (ii) Seller's default hereunder, and Buyer's failure to perform is not cured within fifteen (15) days following written notice from Seller describing in reasonable detail the default hereunder, Seller shall have the right to terminate this Agreement and retain the Earnest Money, which shall be Seller's exclusive remedy. Any and all other remedies otherwise available to Seller under applicable law are expressly waived.

8. Representations of Seller.

(a) Seller is not a “foreign person” as defined in §1445(f)(3) of the Internal Revenue Code and regulations promulgated thereunder.

(b) There are no pending proceedings and Seller has not received any written notice of any threatened proceeding against Seller or to which Seller is a party or relating to the Property.

(c) All service contracts, leases and other possessory interests affecting the Property may be canceled on thirty (30) days’ notice, and Seller has delivered or shall deliver to Seller copies of such contracts, leases and agreements. Notwithstanding the foregoing, a lease by and between Jordon Perlmutter & Co., a Colorado corporation, Agent, and Kristina Allen d/b/a KMDA, with a termination date of December 31, 2024, is an encumbrance on the Property.

(d) Seller has been duly organized and is validly existing and in good standing as an urban renewal authority pursuant to the provisions of Title 31 of the Colorado Revised Statutes. Seller has the full power and authority to enter into this Agreement and to perform all of its obligations hereunder. The execution and delivery of this Agreement requires no further action or approval in order to constitute this Agreement as binding and enforceable obligations of Seller. The person signing this Agreement on behalf of Seller is authorized to do so.

(e) There are no contracts or agreements in effect with any party for the management or leasing of the Property that shall be binding on Buyer, and any such agreements shall be terminated by the parties thereto without a fee, penalty or liability to Buyer.

(f) Seller has not received any written notice of any violations (that remain uncured) of law, statutes, rules, governmental ordinances, orders or requirements noted or issued by any governmental or quasi-governmental authority having jurisdiction over or affecting the Property, including, without limitation, violations of safety, accessibility, ADA, health, environmental, fire, zoning or subdivision laws, ordinances, codes and regulations.

(g) Seller has not (i) made a general assignment for the benefit of its creditors, (ii) instituted, or been the subject of, any proceeding to be adjudicated bankrupt or insolvent or consented to the institution of bankruptcy or insolvency proceedings against it, (iii) filed a petition, answer or consent seeking reorganization or relief under any applicable Federal or state bankruptcy law or consented to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of it or of any part of its property, or (iv) admitted in writing its inability to pay its debts generally as they become due.

9. General Matters.

(a) This Agreement can be amended only in writing by both parties and supersedes any and all agreements between the parties hereto regarding the Property which are prior in time to this Agreement.

(b) If any portion of the Property is taken by eminent domain or condemnation or any transfer in lieu of eminent domain or condemnation, or if the Building is destroyed or



Copies to: Hoffmann, Parker, Wilson & Carberry, PC  
Attn: Jeff Parker  
511 16<sup>th</sup> Street, Suite 610  
Denver, Colorado 80202

(e) As specifically limited herein, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

(f) The performance and interpretation of this Agreement shall be controlled by the laws of the state in which the Property is located.

(g) Between the Effective Date of this Agreement and the Closing, Seller shall continue to operate the Property in the normal and ordinary course in accordance with its usual custom. Seller shall not, after the Effective Date, sell, convey, option, mortgage, encumber, lease, contract to do any of the foregoing, or otherwise convey, abandon, relinquish, cloud, or encumber title to the Property or any part thereof or interest therein in any manner which would in Seller's reasonable judgment, interfere with Seller's ability to close in accordance with the terms of this Agreement.

(h) Buyer acknowledges Seller's disclosure that the property may be located in a special taxing district. 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 EXCESSIVE TAX BURDENS 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. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

(i) The delivery of electronic or facsimile copies of any parties' signature hereon, or on any other agreement or instrument to be delivered in connection herewith shall be valid and binding for all purposes. Upon request, either party will deliver to the other the original of the agreement or instrument delivered by electronic mail or facsimile, however failure to furnish an executed original shall not affect the effectiveness of any execution evidenced by a facsimile signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

10. Dates. If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday (a "business day").

11. Furniture, Fixtures and Equipment.

(a) Seller shall convey to Buyer at Closing all furniture, furniture systems, fixtures and equipment currently located in the Building (the “FF&E”). The Purchase Price includes the FF&E together with the remainder of the Property, and upon either party’s request, Buyer and Seller shall reasonably allocate the Purchase Price among the FF&E and the remainder of the Property during the Contingency Period.

(b) The FF&E shall be conveyed by Bill of Sale and is to be delivered in place as of the date of Closing. Seller shall be responsible for payment of any personal property, sales or uses taxes incurred or imposed with respect to any period of time prior to the date of Closing. Buyer shall be responsible for any sales or use taxes incurred and/or imposed with respect to the purchase and sale of the FF&E in connection with this transaction.

12. Brokers’ Fees. It is agreed and warranted by each party that no agent, person, or entity whatsoever is due any real estate commission for services performed in relation to this Agreement and Property described therein.

13. Assignment and 1031 Exchange. At any time prior to the Closing, Buyer may nominate and assign its rights under this Agreement to a company under substantially the same ownership as Buyer or managed or controlled by Buyer. Upon the assumption in writing by any such assignee of the obligations of Buyer hereunder, the original-named Buyer is released from all obligations and liabilities under this Agreement, and Seller agrees to look solely to such assignee for the performance of all of Buyer’s obligations hereunder. Additionally, each party may assign its rights under this Agreement to an “accommodator” for purposes of effectuating a like-kind exchange under Section 1031 of the Code. Each party agrees to reasonably cooperate with the other and to execute all documents reasonably necessary to accomplish such exchange, provided that the cooperating party’s obligations and liabilities upon consummation of such exchange do not exceed its obligations under this Agreement. In no event is the cooperating party obligated to take title to any real property other than the Property. Seller may not otherwise assign this Agreement without the prior written consent of Buyer.

14. Property Sold "As Is". Except as is otherwise expressly provided in this Agreement, Seller hereby specifically disclaims any warranty (oral or written) concerning: (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Purchaser elects to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair of the Property; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body; and (iv) any other matter whatsoever except as expressly set forth in this Agreement. EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY CLOSING DOCUMENTS, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON A STRICTLY "AS IS" "WHERE IS" BASIS AS OF THE CLOSING DATE, AND SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR

FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, ANY EXISTING IMPROVEMENTS LOCATED THEREON OR ANY SOIL CONDITIONS RELATED THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Sale and Purchase of Land the date and year first above written.

*[Remainder of page intentionally left blank. Signatures on following page.]*

**BUYER:**

**NORTHGLENN URBAN RENEWAL AUTHORITY**

By: \_\_\_\_\_  
Rosie Garner, Chair

ATTEST

\_\_\_\_\_  
Susan Baca, NURA Clerk

**SELLER:**

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Lisa Cook

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Jay Perlmutter

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Vicki Dansky

---

Jonathan Perlmutter

---

~~Craig Morrison~~ (tbd)

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Ronald Bernstein

GHLS, LLC, a Colorado limited liability company

By: \_\_\_\_\_  
Leland Rudofsky, Manager

EXHIBIT A

LEGAL DESCRIPTION

West parcel (1660 E. 112th Avenue):

The west 100.1 feet of the North 150 feet of Tract (one) 1, Northglenn Seventh Filing, City of Northglenn, Adams County, Colorado

East parcel (1680 E. 112th Avenue):

The east 125 feet of the North 150 feet of Tract (one) 1, Northglenn Seventh Filing, City of Northglenn, Adams County, Colorado

[Note: Legal Description to be verified by Title Commitment/ALTA Survey and if different than set forth herein, this Exhibit A to be revised.]