

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date (as defined in Section 17(k)), by and between the **CITY OF BRIGHTON**, a Colorado home rule municipality, the Seller hereunder (“**Seller**”), and the **HOUSING AUTHORITY OF THE CITY OF BRIGHTON, COLORADO**, a body corporate and politic of the State of Colorado, the Purchaser hereunder (“**Purchaser**”), as follows:

WHEREAS, Seller owns certain improved real property located in the City of Brighton, County of Adams, State of Colorado, more particularly described in **Exhibit A** (“Property”); and

WHEREAS, the Purchaser desires to purchase and acquire the Property from Seller, and Seller is willing to sell and convey the Property to Purchaser, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants of the parties set forth herein, the parties agree as follows:

1. Purchase and Sale of Property. In consideration of the Purchase Price (as defined in Section 2 below), and subject to the terms and conditions hereinafter set forth, Seller shall sell, transfer, assign and convey the Property to Purchaser, and Purchaser shall purchase, acquire and accept the Property from Seller.

2. Purchase Price.

(a) Purchase Price. At the closing (“Closing”) of the transactions contemplated by this Agreement, Seller shall convey good and insurable title to the Property to Purchaser, free and clear of liens, encumbrances and restrictions, except for the Permitted Exceptions (defined in Section 3(a) below), except hereby and reserving unto the seller all minerals and mineral rights, including without limitation oil and gas, and access thereto lying in and under the Property, in exchange for Seventy-Five Thousand Dollars (\$75,000.00) (the “Purchase Price”) to be paid by Purchaser provided that (i) during the Review Period, Seller will obtain an appraisal of the Property from a licensed or certified appraiser (“Appraiser”) to determine the market value (the “Appraised Value”) of the Property in its present “as-is, where-is” condition and with all faults and (ii) if the Appraised Value determined by the Appraiser is greater than \$75,000.00, then the Parties shall execute an amendment to this Agreement at or before the Closing that will increase the Purchase Price to the Appraised Value of the Property.

(b) Payment of Purchase Price. Purchaser will pay the Purchase Price to Seller as follows:

(i) Earnest Money. As earnest money deposit hereunder (“Earnest Money”), Purchaser shall obtain the assessments, reports, and surveys contemplated hereunder at its cost and expense. The Earnest Money shall be nonrefundable to Purchaser and shall not be credited towards the Purchase Price due at Closing.

(ii) Cash at Closing. At Closing, Purchaser shall deliver the Purchase Price in good funds acceptable to the Title Company, for immediate disbursement at Closing.

3. Title, Survey, Environmental, and Other Deliveries.

(a) Title Commitment. Purchaser has (i) obtained from Land Title Guarantee Company (the "Title Company") a Commitment No. ABC70511320 (the "Commitment") to issue an Owner's Extended Coverage Title Insurance Policy, committing to insure title to the Property in Purchaser in the amount of the Purchase Price (including electronic copies of all vesting deed(s) and all other documents of public record referenced in the Commitment, (ii) received a survey (the "Survey") of the Property, and (iii) has approved (A) the exceptions to title set forth in Schedule B-2 attached to the Commitment and (B) the Survey. As used herein, the term "Permitted Exceptions" shall mean (1) the exceptions to title set forth in the Commitment (including the terms set forth in City Council Ordinance No 2177 approving the designation of the former Senior Center (575 Bush Street) as a local historic landmark recorded November 13, 2014, under Reception No. 2014000079677, but excluding the standard pre-printed exceptions for mechanic's liens, leases and tenancies, unrecorded easements, survey matters and rights of parties in possession) and (2) those exceptions to title resulting from or evidencing the rezoning of the Property from "Public Land" to "Planned Unit Development" (PUD) zoning for the Property as set forth in Section 5 below.

(b) Environmental Assessments. To the extent it has not already done so and within five (5) days after the Effective Date, Seller shall deliver to Purchaser copies of any existing environmental surveys, reports or studies of the Property in Seller's possession and control. Purchaser shall have the right at its expense during the Review Period to obtain a Phase I Environmental Assessment, an asbestos survey, and a lead-based paint survey (collectively, the "Phase I") and any and all additional environmental assessments suggested by the Phase I or otherwise required by Purchaser (including a Phase II Environmental Assessment)(collectively, "Environmental Assessments"). Upon Seller's request, Purchaser shall provide a copy of any Environmental Assessment to Seller, free of charge, within a reasonable time after the Purchaser receives any Environmental Assessment. Purchaser shall also provide Seller with the scope and estimated cost of any proposed Phase II Environmental Assessment and allow Seller the opportunity to comment on the scope.

(c) Other Deliveries. To the extent that it has not already done so, Seller shall within five days after the Effective Date, deliver to Purchaser complete copies of all documents, written information and other materials related to the Property or to the use, operation, condition or zoning of the Property which are in the possession or control of Seller, including:

(i) any geotechnical studies, soils assessments or engineering studies;

(ii) any leases, mineral leases, surface rights and non-disturbance agreements, or other agreements that might affect title to the Property or otherwise be binding on Purchaser or the Property following Closing;

(iii) any easements or agreements with adjoining owners, neighbors, or other third party; and

(iv) such other documents and information relating to the Property as is in Seller's possession and reasonably requested by Purchaser to perform its due diligence review of the Property.

At the time of making deliveries to Purchaser, Seller shall disclose to Purchaser any known easements or other title matters not shown by the public records of which Seller has actual knowledge. Purchaser shall have the right to inspect the Property to determine if any third party claims any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy).

4. Review Period.

(a) Review Period; Inspection. Purchaser will have a period (the "Review Period") commencing on the Effective Date and ending on April 15, 2017, in which to conduct and complete (i) any and all physical, engineering, environmental, feasibility, financial, title, or other studies, investigations, reviews, assessments, appraisals or inspections related to the Property, (ii) to perform such other due diligence with respect to the Property as Purchaser deems necessary or advisable, in order for Purchaser to determine whether or not to proceed with the Closing of the purchase and sale transaction, and (ii) obtain approval of a rezoning of the Property from its current "Public Land" zoning to a "Planned Unit Development" (PUD) zoning for the Property on conditions and terms acceptable to Purchaser (the "Rezoning Approval"). Seller hereby agrees that Purchaser and its authorized representatives shall be allowed reasonable access to the Property to conduct such investigations and tests, and to perform such due diligence, and hereby grants to Purchaser a license therefor during the term of this Agreement. Purchaser shall be allowed reasonable access, during regular business hours, to Seller's records pertaining to the Property and may photocopy said records. To the fullest extent permitted by Colorado law, Purchaser shall save, defend, indemnify, and hold Seller and the Property harmless from and against any and all claims, demands, losses, costs, expenses, damages, liabilities, liens or claims of liens, actions, and any attorneys' fees and costs, to the extent same arise out of the acts or omissions of Purchaser, its contractors, consultants, inspectors or others who enter the Property at the request or on behalf of Purchaser for the purpose of conducting due diligence inspections of the Property. The foregoing indemnification provision shall remain operative and shall survive any termination of this Agreement for the period of the applicable statutes of limitation or repose.

(b) Continuation. At any time prior to the expiration of the Review Period, Purchaser may, at its option and in its sole discretion, continue this Agreement by delivering written notice of its election to continue this Agreement (a "Continuation Notice") to Seller on or before the last day of the Review Period. Upon the delivery of such Continuation Notice, this Agreement shall continue and the parties shall proceed to Closing on a date (the "Closing Date") that is ten days after the date Purchaser gives a Continuation Notice provided that if the Rezoning Approval has not occurred on or before the expiration of the Review Period, then the Purchaser shall have the right to give written notice extending the Review Period through May 9, 2017.

(c) Termination. At any time prior to the expiration of the Review Period, Purchaser may, at its option and in its sole discretion, terminate this Agreement by delivering written notice of its election to terminate this Agreement (“Termination Notice”) to Seller on or before the last day of the Review Period. Upon the delivery of such Termination Notice, subject to Section 4(c) below, this Agreement shall be deemed terminated and of no further force or effect, and the parties shall be released from all obligations hereunder except those that expressly survive termination provided that if Purchaser fails to give a Continuation Notice, a Termination Notice, or a written notice extending the Review Period until May 9, 2017 (as provided in Section 4(b) above) on or before the expiration of the Review Period, then this Agreement shall terminate as if Purchaser had given a Termination Notice on the last day of the Review Period.

(d) Restoration on Termination. In the event Purchaser terminates this Agreement pursuant to this Section 4, then Purchaser, at its sole cost and expense, shall reasonably restore the Property to a condition substantially similar to the condition existing immediately prior to the commencement of any inspection or investigation of the Property, and shall return all documents of Seller. Without limiting the foregoing, Purchaser may terminate this Agreement during the Review Period for convenience; or for any unsatisfactory title or physical condition deemed unacceptable by Purchaser; or in case the Property does not appraise for at least the Purchase Price; or in the event of the failure of any express contingency for Purchaser’s benefit. Upon any termination, this Agreement shall be deemed terminated and of no further force or effect, and the parties shall have no further obligations hereunder except those that specifically survive such termination.

5. Closing. The Closing shall take place on the Closing Date at the offices of the Title Company, at 10:00 a.m. (or such other date, place, or time as the parties may agree in writing). The parties may deliver their documents in escrow to the Title Company and need not physically attend the Closing.

6. Deliveries by Seller at Closing.

(a) On or before the Closing Date, Seller shall deliver, or cause to be delivered, the following:

(i) Deed. A Special Warranty Deed conveying the Property to Purchaser, in a form reasonably acceptable to Purchaser and the Title Company, subject only to the Permitted Exceptions (the “Deed”); except hereby and reserving unto the seller all minerals and mineral rights, including without limitation oil and gas, and access thereto lying in and under the Property;

(ii) Title Policy. The Owner’s Title Policy, insuring fee title to the Property in the Purchaser in the amount of the Purchase Price and subject only to the Permitted Exceptions;

(iii) Authority. Such evidence or documents as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the

authority of the person or persons who are executing the various documents on behalf of the Seller in connection with the sale of the Property; and

(iv) Miscellaneous. Such other documents, instruments, agreements, or statements as may be reasonably required by the Title Company or as may be necessary to complete the transaction.

(b) Deliveries by Purchaser at Closing. On or before the Closing Date, Purchaser shall deliver the following:

(i) Purchase Price. In accordance with the Title Company's wire instructions, a wire transfer of the balance of the Purchase Price (as reduced or increased by other adjustments, credits and prorations provided for in this Agreement);

(ii) Authority. Such evidence or documents as may reasonably be required by Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of the Purchaser in connection with the sale of the Property; and

(iii) Miscellaneous. Such other documents, instruments, agreements or statements as may be reasonably required by the Title Company or as may be necessary to effect the consummation of the transactions contemplated hereby.

7. Title Policy and Closing Costs. At the Closing, the Title Company shall issue or irrevocably commit to issue to Purchaser, pursuant to the Commitment, an ALTA (2006 Form) Owner's Policy of Title Insurance (the "Title Policy") in the full amount of the Purchase Price, insuring marketable title in Purchaser as the owner of the Property in fee simple absolute, and: (a) containing no exceptions to title other than the Permitted Exceptions; (b) containing no exception for any matters which may appear of record between the effective date of the Commitment and the date and time of recording the Deed; and (c) endorsed with an endorsement for deletion of the standard pre-printed exceptions for mechanic's liens, leases and tenancies, unrecorded easements, survey matters and rights of parties in possession. All closing costs and escrow fees charged by the Title Company shall be apportioned and paid by Seller and Purchaser as is customary for commercial real property transactions in Adams County, Colorado. Each party shall be responsible for its own attorneys' fees. The Seller shall pay the premium for the Owner's Title Policy and the Purchaser shall pay the premium for any endorsement or additional title policies that Purchaser desires to obtain.

8. Closing Prorations. Any revenue from the Property shall be prorated and apportioned to the Closing Date as is customary for commercial real property transactions in Adams County, Colorado, and Seller shall pay all expenses of the Property through the Closing Date.

9. Representations and Warranties of Seller. For the purpose of inducing Purchaser to enter into this Agreement and to consummate the sale and purchase of the Property in accordance herewith, Seller hereby represents and warrants to Purchaser that the following are true and correct and will also be true and correct as of the Closing:

(a) Authority. The execution and delivery of this Agreement and the documents required to consummate the transaction hereunder are and will be duly authorized by Seller.

(b) Contracts. Seller has not made, and is not aware of, any commitment or representation to any governmental authority, or any adjoining or surrounding property owner, which would in any way be binding on Purchaser or would interfere with Purchaser's ability to use the Property, and prior to Closing the Seller will not make any such commitment or representation without Purchaser's knowledge and consent.

(c) Litigation. To the best of Seller's knowledge, there are no legal actions pending or threatened against the Property or affecting the Property.

(d) Compliance with Laws. Seller has received no notice of and has no knowledge of the assertion of any violation of any law, rule, regulation, code, ordinance, order, decree, judgment, injunction or covenant that would affect the Property.

(e) Liens. The Property shall be transferred to Purchaser at Closing free and clear of any and all liens and encumbrances, except for the Permitted Exceptions. Any liens affecting the Property will be fully and completely satisfied and released at the Closing.

10. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller as follows:

(a) Purchaser has full right, power and authority to execute this Agreement and consummate the transactions herein described, without the consent or joinder of any other person or party; and

(b) Purchaser is purchasing and acquiring the Property "as-is," "where-is," and "with all faults" in all respects, and Purchaser is relying solely and exclusively on Purchaser's own investigations and due diligence inspections of the Property, in determining whether to close the transaction and acquire the Property; and

(c) Purchaser acknowledges that Seller requires certain permanent rights of access and use for a portion of the Property after Closing; specifically Purchaser agrees to cooperate in memorializing certain rights and interests of Seller to access, operate, maintain, replace or relocate its municipal water well facilities on the Property.

11. Maintenance of Property. Following Closing during the Maintenance Period (as defined below), subject to annual appropriation and budgeting, and at its cost and expense, Seller shall (a) maintain and protect the Property against the elements and vandalism, and (b) secure, winterize, and otherwise care for the Property in the same manner, and to the same extent, that Seller did in the year of Closing; provided that Seller shall have no obligation to insure the Property in any respect, or to replace any structural, mechanical, electrical, plumbing, HVAC, roof or other building system or equipment. If Purchaser receives an allocation of Low-Income Housing Tax Credits on conditions and terms sufficient for Purchaser to proceed with the development of an affordable multifamily senior housing project on the Property before the Repurchase Date (as defined in Section 12 below), then it shall give prompt

notice of such allocation (the "Project Notice") to Seller. As used herein, "Maintenance Period" means a period beginning on the Closing Date and ending on the Repurchase Date provided that if Purchaser gives a Project Notice to Seller that Purchaser has received an allocation of Low-Income Housing Tax Credits before the Repurchase Date, then the Maintenance Period shall be extended through the actual closing date of the construction loan, development loan, and partnership closing of the Low-Income Housing Tax Credits.

12. Repurchase of Property. Purchaser and Seller agree as follows with respect to the repurchase of the Property by Seller:

(a) Repurchase Date; Repurchase Price. If Purchaser has not given a Project Notice on or before the third (3rd) anniversary of the Closing Date (the "Repurchase Date"), then Seller shall repurchase the Property for a repurchase price (the "Repurchase Price") equal to the Purchase Price paid by Purchaser at the Closing, provided that Purchaser may extend the Repurchase Date for two periods of one year each by (a) giving Seller written notice before the then-effective Repurchase Date that it is exercising such right and (b) accompanying such written notice with an extension payment (an "Extension Payment") of \$25,000 for each one-year extension.

(b) Repurchase Closing. If Purchaser has not given a Project Notice before the Repurchase Date, or if the Maintenance Period and Repurchase Date are not extended by the parties, then the parties shall hold a closing (the "Repurchase Closing") on a date (the "Repurchase Closing Date") not less than ten (10) days, nor more than thirty (30) days, after the expiration of Maintenance Period, and the purchase price (the "Repurchase Price") shall be the amount of the Purchase Price plus the amount of any Extension Payments made by Purchaser pursuant to Section 12(a)(i) above. At the Repurchase Closing, (i) Seller shall pay the Repurchase Price to Purchaser in readily available Federal funds, (ii) Purchaser shall re-convey the Property to Seller by a special warranty deed subject to those matters of record as of the Repurchase Closing Date, (iii) Purchaser shall deliver possession of the Property to Seller in its "as-is, where-is" condition on the Repurchase Closing Date, and (iv) the parties shall otherwise deliver the documents and take the actions set forth in the Closing provisions set forth above except that Purchaser shall make the deliveries, and take the actions, as if it were the seller, and Seller shall make the deliveries, and take the actions set forth therein, as if it were the buyer, in such Sections.

(c) Survival. The provisions of this Section 12 shall survive the Closing and shall not merge with the deed and other documents executed and delivered by Purchaser and Seller at Closing.

13. Seller's Remedies. In the event Purchaser fails to close the transaction contemplated hereby or otherwise breaches its obligations hereunder in any material respect, other than due to Seller's default hereunder or the termination hereof by Purchaser in accordance with the applicable provisions hereof, Seller shall, as its sole and exclusive remedy, be entitled to terminate this Agreement by written notice to Purchaser.

14. Purchaser's Remedies. If Seller fails to close the transaction or otherwise breaches its obligations hereunder, other than due to Purchaser's default hereunder, Purchaser may, as its sole and exclusive remedy, elect to (a) terminate this Agreement or (b) bring an action to compel specific performance of this Agreement by Seller.

15. Condemnation; Risk of Loss. In the event the Property is damaged by fire, other perils or causes of loss prior to Closing, 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 the Closing Date. Purchaser shall have the right to terminate this Agreement by giving a Termination Notice on or before the Closing Date if the Property has not been fully repaired on or before Closing Date. Should Purchaser elect to continue with this transaction notwithstanding such damage, Seller shall repair the Property utilizing the proceeds from any insurance proceeds received by Seller and in the event Seller has not received the insurance proceeds prior to Closing or is not able to restore the Property before the Closing Date, the parties may agree to extend the Closing Date to have the Property repaired or Purchaser may terminate this Agreement by giving a Termination Notice before Closing. After the Closing, Purchaser shall keep the Property insured during the Maintenance Period and any extension thereof.

16. Notices. Any notice required or permitted to be delivered under the terms and conditions of the Agreement shall be in writing and shall be deemed delivered when personally delivered or upon deposit in the United States first class mail, postage prepaid.

17. Miscellaneous.

(a) Integration. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof and cannot be varied except by the written agreement of the parties. The parties agree that there are no other or oral agreements, understandings, representations, or warranties that are not expressly set forth herein.

(b) Business Day. If any date herein set forth for the performance of any obligation falls on a Saturday, Sunday, or legal holiday, the compliance with such obligation shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

(c) Counterparts. This Agreement may be executed in one or more counterparts, and all so executed shall constitute one (1) and the same agreement, and shall have the same force and effect as originals.

(d) Time of the Essence. Time is of the essence of this Agreement and every provision hereof.

(e) Law and Forum. This agreement shall be governed by the laws of the State of Colorado and forum and jurisdiction for any dispute hereunder shall be in the Adams County District Court.

(f) Attorneys' Fees. If either party is required to enforce its remedies for the default of the other hereunder, the defaulting party shall pay any and all reasonable attorneys' fees and related costs and expenses incurred by the non-defaulting party.

(g) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

(h) Negotiation by Counsel. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement.

(i) Authority of Signatory. Each of the signatories hereto individually represents and warrants that he has full right and authority to execute this Agreement on behalf of the party named herein, and that this Agreement is a valid and binding obligation of such party, subject to its terms.

(j) Binding Effect. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns.

(k) Effective Date. All references herein to the "Effective Date" or the "date hereof" shall be deemed to be the date when this Agreement is fully executed by Seller.

(l) Special Taxing Districts. **THE PROPERTY IS LOCATED WITHIN ONE OR MORE 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 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 AN INCREASE IN MILL LEVIES. PURCHASER SHOULD INVESTIGATE THE PROPERTY AND MILL LEVIES, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.**

(m) Appropriation. It is the intent of the Parties to appropriate the funds described in this Agreement. However, pursuant to CRS § 29-1-110, any financial obligations of the Parties contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available on an annual basis.

[Signatures of the parties follow this page]

EXECUTED by the Parties this ____ day of April, 2017.

SELLER:

CITY OF BRIGHTON,
a Colorado Home Rule Municipality

Clint Blackhurst, Acting City Manager

Attest:

Natalie Hoel, City Clerk

Approved as to Form:

Margaret R. Brubaker, Esq., City Attorney

PURCHASER:

HOUSING AUTHORITY, CITY OF BRIGHTON
a body corporate and politic of State of Colorado

Joseph Espinosa, Executive Director

EXHIBIT A
(Description of Property)

The following described real property located in the County of Adams, State of Colorado:

PARCEL A:

A PIECE OF LAND SITUATE IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT WHICH IS 223 1/2 FEET SOUTH AND 629 FEET 8 1/2 INCHES EAST OF THE QUARTER CORNER STONE AT THE NORTHWEST CORNER OF NORTHEAST 1/4 (NE 1/4) OF SAID SECTION SEVEN (7) IN ABOVE NAMED TOWNSHIP AND RANGE AND WHICH POINT IS IN THE EAST LINE OF AN ALLEY DEDICATED TO THE PUBLIC BY ROSWELL SKEEL, JR.; THENCE EAST PARALLEL WITH THE SOUTH LINE OF BRIDGE STREET 106 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF FIFTH STREET 311 1/2 FEET TO A POINT IN THE NORTH LINE OF BUSH STREET; THENCE WEST ALONG SAID NORTH LINE OF BUSH STREET 106 FEET; THENCE NORTH ALONG THE EAST LINE OF THE ALLEY ABOVE MENTIONED 311 1/2 FEET TO POINT OF COMMENCEMENT.

PARCEL B:

THE SOUTH ONE HUNDRED AND FORTY (140) FEET OF LOT THIRTY-THREE (33), BLOCK TWENTY-SIX (26), WALNUT GROVE SECOND ADDITION TO BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL C:

THE SOUTH ONE HUNDRED FORTY SIX AND ONE HALF (146.5) FEET OF THE NORTH ONE HUNDRED SEVENTY ONE AND ONE HALF (171.5) FEET OF LOT THIRTY-THREE (33) IN BLOCK TWENTY-SIX (26), WALNUT GROVE SECOND ADDITION TO BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO.