

PURCHASE AGREEMENT AND LEASE

THIS PURCHASE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between the **COUNTY OF BOULDER**, a body corporate and politic (“County”) and **EVERETT T. RANDLEMAN** (“Seller”).

RECITALS

Seller owns approximately 101 acres of real property within the County of Boulder, State of Colorado, legally described in Exhibit A attached hereto and by this reference made a part of this Agreement (the “Property”). County desires to purchase the Property from Seller and all water rights owned by Seller and associated with the Property (the “Water Rights”) as further defined below, from Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and received for, County and Seller agree as follows:

PURCHASE PROVISIONS

1. In consideration of the payment of TEN THOUSAND DOLLARS (\$10,000.00) as Earnest Money, which shall be paid within twenty (20) days of execution of this Agreement and held by the Title Company identified in Paragraph 5 herein, Seller hereby agrees to sell and County hereby agrees to purchase the Property. Seller shall provide a copy of any available engineering and/or survey work of the Property to County.

1.1. Septic Systems. At least 30 days before the closing date set forth in Paragraph 8 below, Seller, at Buyer’s expense, shall provide to County an Onsite Wastewater Treatment System Property Transfer Inspection Report (“Report”) completed by a NAWT or NSF-certified inspector for each septic system located on the Property. For each septic system, if the Report indicates that repairs are required, Seller shall also provide to County detailed cost estimates of the required repairs prepared by three different professionals deemed qualified by the Boulder County Septic Smart Program to do the necessary repairs. Said cost estimates shall be provided to County at least 15 days before the closing date set forth in Paragraph 8 below. Once Seller has received the cost estimates, Seller shall adjust the sales price to deduct the average estimated cost of repair or replacement and Seller shall not have to conduct repairs. County shall pay the cost of the septic inspection at closing.

1.2. Survey. County may at its sole expense contract for an ALTA engineering survey of the Property sufficient to satisfy the requirements of the Title Company to delete the standard pre-printed exceptions from the County's title policy, as set forth in Paragraph 6 below. The survey shall be certified to Seller, County, and the Title Company and shall include a certificate of acreage of the Property. The survey must be acceptable to County, in County's sole discretion. Closing may be postponed for as long as is reasonably necessary for County to receive and approve the survey identified in this paragraph. Within one week of the execution of this Agreement, Seller shall notify County of any leases, tenancies or rental agreements, verbal and/or written, which affect the Property in any way.

1.3 Well Permit. At least 30 days before the closing date set forth in Paragraph 7 below, Seller, at Seller's expense, shall provide to County copies of well permits for all wells on the Property.

1.4 Home Inspection. At least 30 days before the closing date set forth in Paragraph 7 below, Seller will obtain a home inspection on the County's behalf, with the County listed as the client and a written report provided to County and Seller. Seller and County shall mutually agree upon the service provider for the inspection. County shall pay the cost of the home inspection at closing.

PURCHASE PRICE

2. The purchase price for the Property shall be TWO MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$2,975,000.00), payable in good funds at closing. The Earnest Money shall be applied to the purchase price for the Property. Additionally, Seller agrees to convey to County, at no extra cost, any quitclaim deeds requested by County to ensure that County receives title to the Property as historically described or to ensure that County receives Seller's right, title, and interest to any additional property adjacent to the Property for which Seller may have a claim by adverse possession or disputed boundary.

3. The purchase price for Parcel 1 shall include all surface and subsurface water and water rights, ditches and ditch rights, ponds and pond rights, springs and spring rights, wells and well rights, whether decreed or not, if any, attached or appurtenant to or used in connection with the Property and owned by Seller together with a 40% interest in 3.475 shares of the Palmerton Ditch, a 40% interest in 1 share of the Highland Ditch, and a 40% share in 0.1 shares of the Rough and Ready Ditch (collectively, the "Water Rights"). The purchase price will also include any and all minerals appurtenant to the Property.

4. The purchase of the Property shall also include any existing access to the Property in which Seller has any right, title or interest. If requested by County, Seller shall convey to County access to Parcel 1 over any additional properties owned by Seller.

TITLE

5. Within three weeks after the execution of this Agreement by the Board of County Commissioners of Boulder County, Seller shall furnish to County a title insurance commitment on all of the Property, to insure County's ownership of a fee simple interest in the Property, in the amount of the purchase price. The title commitment shall include copies of all exception documents identified in the commitment. The title insurance commitment shall be on a form acceptable to County, and issued by a title insurance company acceptable to County, which maintains an office in Boulder County, and is authorized to do business in the State of Colorado ("Title Company"). Seller shall be solely responsible for the cost of said title commitment and Buyer shall be responsible for the cost of an owner's policy of title insurance issued pursuant to the commitment, including Owner's Extended Coverage.

6. Title to the Property shall be merchantable in Seller, and the title commitment shall contain no exceptions other than:

6.1. Taxes and assessments for the current year, which shall be adjusted and prorated to the date of delivery of the deed; and

6.2. Rights-of-way, easements, restrictions, covenants, and mineral reservations that are acceptable to County; and

6.3. Seller shall execute an affidavit concerning mechanic's liens and take all steps necessary to obtain the deletion of the standard pre-printed exceptions found in the title commitment.

7. Should title not be merchantable as aforesaid, or if the title commitment includes additional exceptions which are not acceptable to County (even though such additional exceptions would not make the title unmerchantable), a written notice of the defects shall be given to Seller by County within fifteen (15) days after receipt of the title commitment and all exception documents provided for in Paragraph 6 of this Agreement. If Seller provides County with a title commitment and exception documents before the execution of this Agreement by the Board of Commissioners, County shall have fifteen (15) days from the date of the execution of the Agreement by the Board of Commissioners within which to provide Seller with a written notice of title defects. Seller agrees to attempt to correct such defects at Seller's expense within one hundred twenty (120) days from receipt of said notice of defects, and the closing may be postponed for up to one hundred twenty (120) days. If Seller has not corrected such defects within the 120 days, County, at its option, may complete the transaction notwithstanding the defects or may, upon

notice to Seller in recordable form, declare this Agreement terminated, whereupon all payment made by County to Seller shall be returned to County and both Parties shall be released herefrom.

CLOSING

8. Unless postponed pursuant to the provisions of this Agreement, closing will take place on April 30th, 2024, at a mutually agreeable time, or closing may be done virtually, or as may otherwise be mutually agreed to by the Parties. The closing will be handled by the title company issuing a title policy to the County. Seller shall have the title company provide County with an invoice at least 10 days before the closing.

8.1. At the closing of the sale of the Property to County, Seller shall deliver to County the following:

- a. A fully good and sufficient executed and acknowledged general warranty deed conveying to County good and merchantable title to Parcel 1, including any access rights as described in Paragraph 4, free and clear of all liens, tenancies, and encumbrances except those set forth in Paragraphs 7.1 and 7.2 above;
- b. Possession of the Property, free and clear of all existing leases and tenancies; except for those leases described in Paragraph 10.8. below, if any;
- c. Documents acceptable to County and the Title Company evidencing the authority of Seller to execute this Agreement and to convey the Property to County;
- d. All instruments, certificates, affidavits, and other documents necessary to satisfy the Requirements listed on Schedule B-1 of the title commitment;
- e. A current update of the title commitment, at Seller's expense, showing title subject only to the permitted exceptions determined by Paragraph 6.1-6.3 of this Agreement. Seller shall cause the Title Company to issue to County its standard form owner's policy of title insurance insuring good and merchantable title to the Property in County, with the standard pre-printed exceptions deleted and subject only to the permitted exceptions as determined in Paragraph 6.1-6.3 of this Agreement;
- f. A certification that the representations and warranties of Seller pursuant to Paragraph 10 hereof continue to be true and correct as of the date of closing;

g. If applicable, an affidavit by a professional engineer as described in Paragraph 12;

h. Any other documents required by this Agreement to be delivered by Seller to the Title Company or reasonably required by County or the Title Company in connection herewith;

i. All documents necessary for conveyance of the Water Rights, as set forth in Paragraph 3 of this Agreement; and

j. A copy of Seller's signed settlement/closing statement; and

k. Any quitclaim deeds as described in Paragraph 2 of this Agreement.

8.2. At the closing of the sale to County, County shall deliver to Seller:

a. The applicable purchase price by County warrant, or other good funds, for the Property and the Water Rights;

b. County shall cover all closing costs.

8.3. Prior to the closing of the sale of the Property to County, Seller shall remove all equipment, vehicles, salvage, rubbish (not including brush & tree limbs or concrete placed in the ditches), and other personal property from the Property. Closing may be postponed by County if equipment, vehicles, salvage, rubbish, and other personal property has not been removed prior to the scheduled closing date.

8.4. If closing does not occur because the County elects not to proceed with closing this transaction for any reason, County agrees to pay for inspection costs incurred by Seller under this Agreement for inspections of the Property's septic system and the home inspection with asbestos, mold, and radon tests. Seller shall present County with one set of all itemized invoices from all inspection contractors combined together so County can pay for all inspection costs at once.

9. It is agreed that time is of the essence hereof. If County should fail or default in prompt payment of the purchase price for the Property according to the terms and conditions of this Agreement, and such failure is not attributable to any failure by Seller to timely and fully perform all of Seller's obligations hereunder, Seller, at Seller's option, may in writing declare this Agreement terminated and retain all monies paid to Seller as liquidated damages. It is agreed that such payments are Seller's sole and only remedy for County's failure to perform the obligations of this Agreement. Seller expressly waives the

remedies of specific performance and/or additional damages. If Seller is in default: (1) County may elect to treat this Agreement as terminated, in which case all payments and things of value received hereunder shall be returned to County; or (2) County may elect to treat this Agreement as being in full force and effect, and County shall have the right to an action for specific performance or damages, or both.

REPRESENTATIONS AND WARRANTIES

10. Seller hereby represents and warrants to County that as of the date of the signing of this Agreement:

10.1. Seller has received no notice of and has no other knowledge of any litigation, claim, proceeding or investigation, pending or currently threatened, which in any manner affects the Property; and

10.2. Seller has received no notice and has no other knowledge of any current, existing violations or pending investigations into possible violations of any federal, state or local law, code, ordinance, rule, regulation or requirement affecting the Property; and

10.3. Seller has the full right, power and authority to transfer and convey a fee simple interest in the Property to County as provided in this Agreement and to carry out Seller's obligations under this Agreement; and

10.4. Each and every document, schedule, item, and other information delivered or to be delivered by Seller to County hereunder, or made available to County for inspection hereunder, is true, accurate, and correct to the best of Seller's knowledge; and

10.5. Seller has not entered into any agreement with any private person or entity or with any governmental or quasi-governmental entity with respect to the Property that may result in liability or expenses to County upon County's acquisition of all or any portion of the Property; and

10.6. There are no special assessments which now burden or encumber the Property and there are no special assessments currently proposed as to the Property; and

10.7. The execution and delivery of this Agreement and the performance of all of the obligations of Seller hereunder will not result in a breach of or constitute a default under any agreement entered into by Seller or under any covenant or restriction affecting the Property; and

10.8. There are no leases, tenancies or rental agreements relating to the Property, or to any part thereof, which cannot be terminated by Seller on or prior to the date of closing of the transactions provided in the Agreement; and

10.9. Seller has not granted or created, and has no knowledge of any third parties who may have the right to claim or assert any easement, right-of-way or claim of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

10.10. To the best of Seller's knowledge, no part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which under any applicable governmental law or regulation would require that the Property be treated or such materials removed from the Property prior to the use of the Property for any purpose which would be permitted by law, but for the existence of said materials on the Property; and

10.11. To the best of Seller's knowledge, no underground storage tank, as that term is defined by federal statute or Colorado statute, is located on the Property which under applicable governmental law or regulation would require such underground storage tank to be upgraded, modified, replaced, closed or removed; and

10.12. To the best of Seller's knowledge, Seller has not caused or permitted the release of any hazardous substance on the Property. The terms "hazardous substance" and "release" as used herein shall have the same meaning and definition as set forth in Paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance" as used herein also shall include "hazardous waste", as defined in Paragraph (5) of 42 U.S.C. Section 6903; and

10.13. Seller has received no actual notice from any oil company or related business of any intention to conduct operations for the drilling of any oil or gas well on the Property, whether such notice is in the form of a "thirty-day notice" under the rules of the Energy and Carbon Management Commission of the State of Colorado, a notice to commence earthwork for drilling operations, a notice for the location of access roads, or any other notice of any kind related to the conduct of operations for such drilling; and

10.14. Seller has no knowledge of any claims or purported claims of adverse possession or boundary disputes pertaining to the Property and/or any land adjacent thereto by reason of the location of any exterior boundary fence lines, or otherwise.

Seller shall, at the time of closing, certify to County in writing that the above and foregoing representations and warranties remain true and correct as of the date of closing. Seller agrees that if, at any time, it is discovered that any of the foregoing representations and warranties were not true and correct at the time they were made, Seller will indemnify County and hold it harmless from and against claims for any and all liabilities, costs or damages, including, but not limited to attorney fees, suffered by or claimed against the County as a result of the breach. This indemnity shall survive the closing of the Property.

11. In addition to all other rights and remedies of County and Seller as set forth and provided in this Agreement, Seller agrees that County shall have the right to terminate this Agreement and to make the same of no further force and effect:

11.1. If the representations and warranties of Seller as set forth and provided for in Paragraph 10 herein are not true and correct as of the date of the closing; or

11.2. If Seller fails or refuses to provide the title insurance commitment and title insurance policy to County within the time period and in the form and content required under the provisions of this Agreement; or

11.3. If any part of the Property is condemned, or if proceedings for such condemnation are commenced or notice of condemnation is received by Seller from a condemning authority prior to the date of closing; or

11.4. If any of the standards provided for in Paragraph 12 are not satisfied as of the date of closing; or

11.5. If the survey identified in Paragraph 1 is not acceptable to County as of the date of closing.

11.6. If any of the requirements of Paragraph 1.1 are not satisfied as of the date of closing.

If County terminates this Agreement pursuant to this provision, all sums paid hereunder by County to Seller shall be returned to County.

INSPECTION AND ENVIRONMENTAL AUDIT

12. At all reasonable times during the term of this Agreement, County shall have access to the Property for the purpose of conducting inspections, tests, studies, and surveys thereon, including, without limitation, environmental audits, soil and subsoil tests. County may have performed at its option and expense the following inspections:

12.1. Soil and percolation tests;

12.2. Inspections for asbestos, PCBs, underground tanks, or other hazardous substances;

12.3. Any other inspections, tests, and/or studies deemed necessary by County which do not materially damage the Property.

County shall promptly provide to Seller copies of the results of all such tests, inspections, and studies following the receipt of same by County. Any inspections conducted by or performed

for County shall not mitigate or otherwise affect Seller's representations and warranties above. Prior to closing of the Property, County may at its sole expense, obtain a Phase I environmental audit of the Property. The Phase I environmental audit and any follow up testing must be satisfactory to County, in the County's sole discretion. If the Phase I, or any other tests or inspections performed by or received by County, are not satisfactory to County, County shall give Seller written notice of the defects. Seller agrees to attempt to correct such defects at Seller's expense within one hundred twenty (120) days of said notice, or within a time agreed to, in writing, by both parties. If necessary, the closing set forth in Paragraph 8 of this Agreement, may be postponed for 120 days. If Seller has not corrected such defects within said one hundred twenty (120) days, County, at its option, may complete the transaction notwithstanding the defects or may, upon notice to Seller in recordable form, declare this Agreement terminated, whereupon all payments made by County to Seller shall be returned to County, and both parties released herefrom.

13. If any underground tanks are located on the Property, said tanks shall be removed by Seller at Seller's expense prior to the closing of the Property. If any underground tanks are removed prior to closing pursuant to this paragraph, Seller shall provide at the time of closing of the Property an affidavit, subscribed and sworn to by a registered professional engineer licensed in the State of Colorado and approved by County, stating that the Property meets all applicable federal, state and local laws, regulations, and standards regarding such sites, including without limitation, the following standards:

13.1. No more than 75 parts per million total petroleum hydrocarbons in the soil using an analytical test/tests which are standard in the industry for the detection of specific compound mentioned herein.

13.2. No more than 10 parts per million total petroleum hydrocarbons in ground water, other than drinking water, using an analytical test/s which are standard in the industry for the detection of the specific compound mentioned herein.

13.3. The BTEX (benzene, toluene, ethylbenzene and xylene) and the petroleum contaminants in the ground water shall not exceed the maximum contaminant levels for these components in the ground water as set forth by the state water quality provisions in effect at the time of the execution of this contract.

If Seller elects not to remove underground tanks on the Property, County shall have the option to either: (1) Purchase the Property notwithstanding the presence of the storage tanks; or (2) terminate this Agreement, in which case all payments made by County to Seller as of the date of the termination of the Agreement shall be refunded to County and this Agreement shall have no further force or effect.

CONVEYANCE OF WATER RIGHTS

14. Title to the Water Rights shall be merchantable in Seller at the time of closing, and upon County's compliance with the terms of this Agreement, Seller shall deliver to County a properly executed and acknowledged general warranty deed conveying the Water Rights together with all ditches and ditch rights, well and well rights, free and clear of all liens, encumbrances and assessments, except taxes and assessments for the current year, which shall be adjusted and prorated to the date on which the closing occurs. At the closing, Seller shall also deliver to County the following:

14.1. A properly executed and acknowledged Transfer Request in the form set forth in Exhibits C, D and E attached hereto and by this reference made a part of this Agreement, and addressed to each of the water companies representing the Water Rights requesting conveyance of the Water Rights to County; and

14.2. Stock certificate/s reflecting Seller's current ownership of the Water Rights. County, or the title company, shall send said stock certificate/s, along with the Transfer Request(s) to the appropriate Water Companies for the issuance of new stock certificates indicating County's ownership of the Water Rights; and

14.3. A letter from the Water Companies stating that Seller's ownership of the Water Rights represented by that company is free and clear of all liens, encumbrances and assessments; and

14.4. Any additional documents which County or the Water Companies require for the transfer of the Water Rights, including, without limitation, obtaining a lost instrument bond. County shall pay for all ordinary costs and fees imposed by the Water Companies to transfer the Water Rights to County with the documents set forth in this Subparagraph 14.1-14.3). Seller shall be responsible for any costs and fees associated with obtaining additional documentation, such as lost instrument bonds, required under this Subparagraph 14.4.

15. Seller hereby represents and warrants to County that as of the date of the signing of this Agreement:

15.1. Seller has received no notice of and has no other knowledge of any litigation, claim or proceeding pending or currently threatened, which in any manner affects the Water Rights and; and

15.2. Seller has the full right, power, and authority to sell and convey the Water Rights and to County as provided in this Agreement and to carry out its obligations under this Agreement; and

15.3. Seller has not entered into any agreement with any private person or entity or with any governmental or quasi-governmental entity with respect to the Water Rights that may result in liability or expense to County upon County's acquisition of the Water Rights; and

15.4. To Seller's knowledge, the execution and delivery of this Agreement and the performance of all of the obligations of Seller hereunder, will not result in a breach of or constitute a default under any agreement entered into by Seller or under any covenant or restriction affecting the Water Rights ; and

15.5. To Seller's knowledge, the Water Rights constitute all water rights used to irrigate the Property during the period Seller has owned the Property or used for domestic or other purposes, and there are no other water rights of any kind or character, including but not limited to any leased water, known to Seller, which have been utilized to irrigate the Property or for domestic purposes during the period Seller has owned the Property; and

15.6. The Water Rights have been fully used to irrigate the Property during the period Seller has owned the Property and during the historic irrigation season, subject only to the availability of water in priority for diversion upon the Property in accordance with such Water Rights; and

15.7. To Seller's knowledge, there are no agreements or operating procedures in effect between the Seller and any other water users which would preclude or diminish County's full and unencumbered utilization of the Water Rights upon the Property for the same purposes the Water Rights have historically been utilized.

LEASE BACK PROVISIONS

16. County hereby agrees to lease back to Seller, solely for residential purposes and for the residential use of existing improvements, and Seller hereby agrees to lease from County, the residential area of the Property described in Exhibit A The lease shall be entered into between County and Seller at closing using the County's standard lease form, attached as Exhibit F. The lease shall begin on the closing date and shall terminate on June 30, 2024.

REAL ESTATE COMMISSION

17. Any real estate commission due to any broker upon sale of the Property to County shall be paid by Seller. County represents to Seller that County is not a party to a contract which

requires the payment of any real estate commission upon sale of a fee simple interest in the Property to County.

PROPERTY TO REMAIN UNENCUMBERED

18. Seller agrees that Seller will not, so long as this Agreement is in effect, encumber or burden the Property or any part thereof without the consent of County. Seller further agrees that during the term of this Agreement and through the date of delivery of possession of the Property to County, Seller shall not develop the Property in any manner, including without limitation, constructing any improvements or erecting any structures on the Property, leasing mineral rights for the Property, or disturbing the surface of the Property.

ASSIGNMENT

19. Seller shall not assign Seller's rights and obligations hereunder unless County first consents thereto in writing, which consent shall not be unreasonably withheld.

County does, however, consent to Seller assigning Seller's rights hereunder in furtherance of an IRC Section 1031 tax-deferred exchange so long as County incurs no increased expense, delay of closing, or liability exposure and so long as the assignee complies with all of the provisions of this Agreement. Said consent does not give Seller the right to impose any responsibilities on County that are not set forth in this Agreement other than the consent to the assignment. Seller agrees that so long as County is not in default hereunder, Seller shall not sell or convey any of the Property except to County pursuant to this Agreement. County may assign its rights to purchase all or a portion of the Property or any interest in the Property, including without limitation development rights, without the consent of Seller and Seller shall cooperate in executing appropriate documentation for the transfer of all or part of the Property, or any interest in the Property, including without limitation development rights, to any assignee of County, so long as Seller incurs no increased expense or liability exposure and so long as the assignee complies with all of the provisions of this Agreement. Documentation for the transfer of development rights shall include transferrable development certificates, assignment documents and any additional documents required by the Title Company at closing.

CONDEMNATION

20.1. Condemnation of the Entire Property that is the Subject of this Agreement

If another governmental entity or agency exercises its powers of eminent domain to acquire title to the Property, County shall, in such event, release its rights and option to purchase as to the Property so condemned and shall make no claim as to the monies paid for the Property so taken by the condemning authority. In the event of such a condemnation, the money so paid by the condemning authority for the Property so taken shall be and become the sole and separate Property

of Seller. The provisions of this paragraph shall not be construed, however, as precluding or preventing County from condemning any property that it is statutorily authorized to condemn.

20.2. Condemnation of a Portion of the Property that is The Subject of this Agreement

If another governmental entity or agency exercises its powers of eminent domain to acquire title to a portion of the Property, County shall still retain the rights granted under this Agreement as to such of the Property described in Exhibit B which is not taken by the condemnation. In such event, the portion of the Property that is not condemned shall remain subject to the terms of the Agreement, if County so elects. The purchase price of the portion of the Property remaining shall be determined on a per acre basis for land and/or a per unit/share price for any Water Rights, as set forth in Paragraph 3 of this Agreement, notwithstanding the consideration paid to Seller for the part of said Property taken by virtue of said eminent domain proceedings. If no per acre price is set forth in this Agreement, the per acre price shall be determined by dividing the purchase price for land in the Property, by the total acreage of the Property.

TAX CONSEQUENCES

21. Seller acknowledges that neither County, nor any of its agents or attorneys have made any representations as to the tax treatment to be accorded to this Agreement or to any proceeds thereof by the Internal Revenue Service under the Internal Revenue Code or by the tax officials of the State of Colorado under Colorado tax law.

AGREEMENT TO SURVIVE CLOSING

22. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature fully and completely performed upon the closing of the purchase-sale transactions herein provided for, all of the terms, conditions, representations, warranties, covenants, and agreements herein set forth and contained shall survive the closing of any purchase-sale transaction herein provided for and shall continue after said closing to be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

ENTIRE AGREEMENT

23. This Agreement, including all exhibits made a part of this Agreement by reference and incorporated herein, contains the entire contract, understanding, and agreement between the parties and supersedes all prior understandings, warranties, representations, letters of intent, all of which are by execution hereof rendered null and void.

NOTICE

24. Within sixty (60) days after a change of a party's address, that party shall provide a written notice of any change of address to all other parties. Whenever notice is required to be given hereunder, it shall be in writing and may be mailed, or hand delivered to the party entitled thereto, and if mailed, it shall be done by registered or certified mail, return receipt requested. If mailed, said notice shall be effective and complete as of the date of mailing. If hand delivered, said notice shall be effective and complete upon completion of the hand delivery. Notice may also be accomplished by email, if emailed to a current email address specified in writing by the receiving party. Until changed by notice in writing, each party's mailing addresses are as follows:

To County: The Director
 Boulder County Parks & Open Space
 5201 St. Vrain Road
 Longmont, Colorado 80503

With a copy to: The Boulder County Attorney's Office
 P.O. Box 471
 Boulder, Colorado 80306

To Seller: Everett T. Randleman
 PO Box 203
 Hygiene, CO 80533

GOVERNING LAW

25. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

COUNTERPARTS

26. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Digital signatures conforming with the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 through 24-71.3-121 shall be acceptable to and binding upon all Parties.

RECORDING

27. This Agreement shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

SEVERABILITY

28. If any part of this Agreement is found, decreed or held to be void or unenforceable, such finding, decree or holding shall not affect the other remaining provisions of this Agreement which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

COUNTY OF BOULDER,
a body corporate and politic

By: _____
Ashley Stolzmann, Chair, of the Board of
County Commissioners of Boulder County,
Colorado.

State of Colorado County of Boulder	
The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by Ashley Stolzmann, Chair, of the Board of County Commissioners of Boulder County, Colorado.	
_____ (Notary official signature)	NOTARY SEAL
_____ (Commission expiration)	

SELLER:

Everett Randleman
Everett Randleman (Apr 25, 2024 1:00 PM MST)

Everett T. Randleman

25/03/24

EXHIBIT A

Legal Description

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

THE E $\frac{1}{2}$ OF THE W $\frac{1}{2}$ OF THE SE $\frac{1}{4}$, AND THE E $\frac{1}{2}$ OF THE SE $\frac{1}{4}$, SECTION 23, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M.; EXCEPT THOSE TRACTS OF LAND CONVEYED BY DEEDS RECORDED IN BOOK 1139, PAGE 328, BOOK 1140, PAGE 274, AND BOOK 1283, PAGE 257, BOULDER COUNTY RECORDS; COUNTY OF BOULDER, STATE OF COLORADO

EXHIBIT B

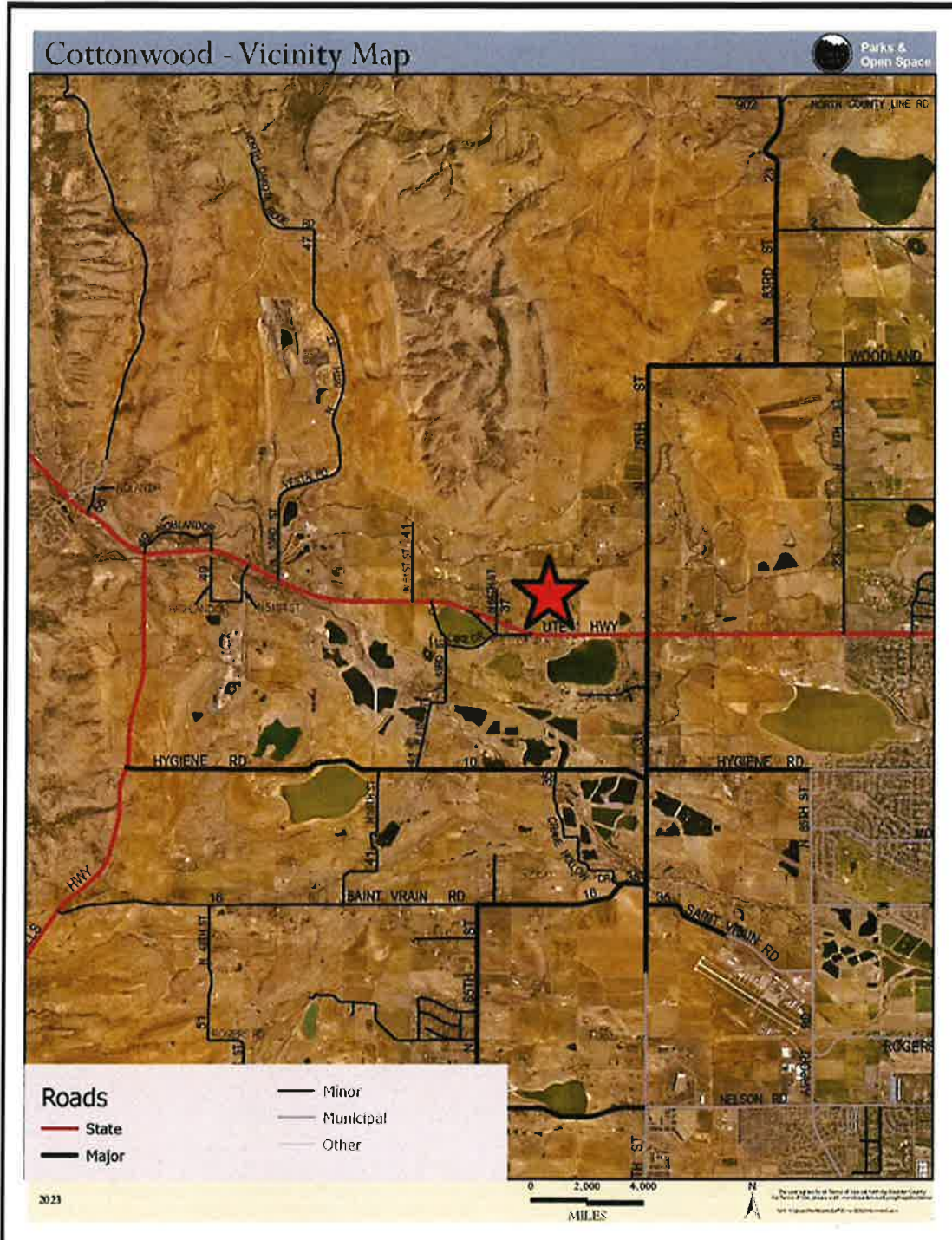


EXHIBIT C

WATER STOCK TRANSFER REQUEST

TO: Palmerton Ditch Water
12788 N. 66th St,
Longmont, CO 80503
303-678-8727

FOR VALUE RECEIVED, there is hereby assigned, transferred and set over (and you are directed to transfer on the books of said company) the following stock, which is standing in the name of the undersigned and is represented on your books and records by Certificate No. 562:

New Certificate:

The owner of 3.475 shares of the capital stock of said company is:

County of Boulder, a body corporate and politic

Assessments:

Boulder County will be responsible for ditch assessments on these shares, so please send all future ditch assessments to:

Water Resources Program Supervisor
Boulder County Parks & Open Space
Administration Building
5201 St. Vrain Road
Longmont, CO 80503

Original Certificate(s):

Please send the new certificate(s) via certified mail to the following address:

Erika Skufca
Boulder County Parks & Open Space Department
Administration Building
5201 St. Vrain Rd.
Longmont, CO 80503

Thank you for your attention to this request.

Signatures on next page

Everett T. Randleman

State of Colorado
County of Boulder

The foregoing Water Stock Transfer Request was acknowledged before me this ____ day of _____, 2024, by Everett T. Randleman.

(Notary Official Signature)

NOTARY
S E A L

(Commission Expiration)