

Purchase and Sale Agreement

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with a legal address of 645 Holbrook Street, Erie, CO 80516 (the "Town"), and St. Luke Orthodox Christian Church, a Colorado non-profit corporation with an address of 722 Austin Avenue Erie, CO 80516 ("Seller") (each a "Party" and collectively the "Parties").

Whereas, Seller owns the real property described in **Exhibit A** and **Exhibit B**, attached hereto and incorporated herein by this reference (the "Property");

Whereas, the Property consists of one parcel to be purchased by the Town in fee simple (Exhibit B), and one temporary construction easement to be granted by Seller to the Town (Exhibit A); and

Whereas, the Town wishes to purchase the Property from Seller, and Seller wishes to sell the Property to the Town, pursuant to the terms set forth in this Agreement.

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

1. Conveyance. Pursuant to the terms and conditions of this Agreement, Seller agrees to convey, sell, transfer, and assign the Property to the Town, and the Town agrees to purchase and accept the Property from Seller.
2. Earnest Money. The Town shall place \$100 (the "Earnest Money") in escrow with a title insurance company acceptable to Seller, which shall be applied to the Purchase Price at Closing.
3. Purchase Price.
 - a. Subject to the terms of this Agreement, the total purchase price for the Property is \$21,332, which amount is inclusive of all consideration to be paid for Seller's conveyance to the Town of the temporary construction easement as set forth in Exhibit A, the conveyance of the fee right-of-way as set forth in Exhibit B (the "ROW"), as well as satisfaction of the Town's obligation, if any, to reimburse Seller for the reasonable cost of an appraisal of these property rights (collectively the "Purchase Price").
 - b. The Purchase Price is to be paid by the Town at closing, in funds which comply with applicable Colorado law, including electronic transfer funds, certified check, or cashier's check, as directed by Seller.

c. Of the Purchase Price, \$11,270 shall be tendered to compensate Seller for the ROW, \$2,312 shall be tendered to compensate Seller for the Temporary Easement, and \$7,750 shall be tendered to compensate Seller for the appraisal reimbursement.

d. Upon payment of the Purchase Price by the Town at Closing, Seller waives any and all claims for further reimbursement for appraisal or other costs, fees, interest or other remuneration from the Town related to the Town's acquisition of the Property.

4. Inspection. The Town shall have 45 days from the Effective Date to complete its physical and financial inspection and due diligence investigation of the Property and investigate the title thereof (the "Inspection Period"). During the Inspection Period, the Town and its agents, consultants and representatives shall have the right to enter the Property to conduct inspections and analyses regarding the Property and its suitability for the Town's intended purposes. During the Inspection Period, Seller shall provide to the Town copies of all deeds and other documents affecting ownership of any of the Property. The Town shall hold harmless Seller for any property damage or personal injuries resulting from any entry by the Town onto the Property. Seller shall not make any physical alteration to, or transfer, convey or otherwise encumber any interest in the Property at any time from the Effective Date to Closing.

5. Termination. If on or before the expiration of the Inspection Period, the Town gives Seller written notice setting forth the Town's dissatisfaction with the Property or any characteristic thereof, in the Town's sole discretion, for any reason whatsoever, then this Agreement shall terminate, the Earnest Money, if any, shall be returned to the Town and both Parties shall be relieved from any further liability hereunder.

6. Closing.

a. The Closing will occur within 14 days after completion of the Inspection Period, at Land Title Guarantee Company (the "Closing Company), at a time that is mutually acceptable to the Parties.

b. The Town shall pay the closing costs for this transaction, and all other items required to be paid at Closing. Seller shall pay real property taxes and assessments on that portion of the Property conveyed to the Town in fee, if any, through the date of Closing. Other costs of Closing shall be borne by the Town.

c. At Closing, Seller shall deliver to the Town a special warranty deed, subject only to statutory exceptions, executed and acknowledged by Seller, conveying good and marketable fee simple title to that portion of the Property described in Exhibit B, and such other instruments of transfer, certificates and additional documents as may be required hereunder or reasonably required by the Town or the Closing Company, including without limitation: i) a duly executed Temporary Construction Easement in the form attached hereto and as described in Exhibit A; and ii) a partial release of the deed of trust

encumbering the Property (recorded on October 28, 2016 in the office of the Boulder County Clerk and Recorder at Reception No. 03553621).

d. At Closing, the Town shall deliver to the Closing Company the Purchase Price plus all closing costs, and such other documents as may be required hereunder or reasonably required by Seller or the Closing Company.

7. Possession. Possession of the Property shall be delivered to the Town at Closing.

8. Seller's Representations and Warranties. Seller hereby represents and warrants that the following statements are now, and will be as of the Closing date, true and correct, to the best of Seller's knowledge.

a. Seller has the full right, power, and authority to transfer and convey the Property, as provided in this Agreement, and to carry out Seller's obligations under the Agreement and Seller, if not a natural person, is a corporation, partnership, limited partnership, limited liability company, or other entity validly existing and in good standing under the laws of the State of Colorado.

b. Seller has not: commenced a voluntary case, or had entered against it a petition, for relief under Title 11 U.S.C., as amended (the "Bankruptcy Code") or any similar petition, order, or decree under any federal or State law or statute relative to bankruptcy, insolvency, or other relief for debtors; caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, State, or foreign judicial or non-judicial proceeding, to hold, administer, and liquidate all or substantially all of its property; or made an assignment for the benefit of creditors.

c. There is no action, suit or proceeding pending, or to the best of Seller's knowledge, threatened, against or otherwise affecting Seller or the Property in any court of law or equity, or before any governmental authority, in which an adverse decision might materially impair Seller's ability to perform its obligations under this Agreement.

d. There is no pending or threatened condemnation or similar proceeding affecting the Property.

e. The Property is being conveyed free and clear of all service contracts, agreements, leases, and other occupancy rights.

f. Seller has not received any notice of any violations of any applicable law related to the Property.

g. Seller is not aware of any special assessments to be levied against the Property after its acquisition by the Town.

h. The representations and warranties in this section shall survive for a period of one year from the date of Closing and may be enforced by the Town during that period.

9. Condition of Property. The Town understands that it is purchasing the Property in its existing condition, "as is". Except for those warranties expressly set forth in this Agreement, Seller makes no warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever. Without limiting the generality of the preceding sentence, Seller acknowledges and agrees that neither Seller, nor anyone acting for or on behalf of Seller, makes or has made any statements, promises, warranties or representations, either express or implied, with respect to the absence or presence of any hazardous substance, material or condition affecting the Property, the soil condition, geologic condition or other physical aspect of the Property or the accuracy or completeness of any reports or information pertaining to such matters.

10. Remedies.

a. *Seller's Remedies.* If the Closing does not occur by reason of a breach of the Town, Seller shall have the right to terminate this Agreement by written notice to the Town and retain the Earnest Money, if any, which shall be Seller's exclusive remedy.

b. *Town's Remedies.* If the Closing does not occur by reason of a breach of Seller, and the Town has complied with the terms of this Agreement, the Town may terminate this Agreement by written notice to Seller and the Earnest Money, if any, shall be refunded to the Town. In addition, the Town shall have all remedies available at law or equity for such breach, including specific performance. The Town also retains the right to acquire the Property pursuant to its eminent domain authority.

11. Miscellaneous.

a. *Entire Agreement.* This Agreement contains the entire agreement of the Parties. There are no other agreements, oral or written, and this Agreement can be amended only by written agreement signed by the Parties.

b. *Agreement Binding.* This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties.

c. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

d. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

e. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

f. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

g. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year.

h. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

St. Luke Orthodox Christian Church

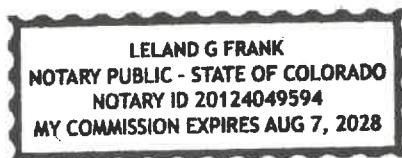
By: Debra W. McIntyre, Vice-Chair

State of Colorado)
County of Broomfield) ss.
)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 18 day of June, 2025, by Denise W. McIntyre as
Vice Chair of St. Luke Orthodox Christian Church.

My commission expires: Aug 07, 2028

(Seal)



Notary Public

EXHIBIT A

A TEMPORARY CONSTRUCTION EASEMENT BEING A PORTION OF LOT 1, CANYON CREEK SUBDIVISION FILING NO. 6 1ST AMENDMENT RECORDED AT RECEPTION NO. 2978451 BEING LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO.

BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, AS MONUMENTED BY A NO. 6 REBAR WITH A 2 INCH ALUMINUM CAP IN MONUMENT BOX, STAMPING ILLEGIBLE AT THE SOUTH SIXTEENTH CORNER OF SAID SECTIONS 19 AND 24 AND A NO. 6 REBAR WITH A 2 INCH ALUMINUM CAP IN MONUMENT BOX STAMPING ILLEGIBLE AT THE EAST QUARTER CORNER OF SAID SECTION 24 IS ASSUMED TO BEAR NORTH $00^{\circ}39'15''$ WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 1326.26 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH SIXTEENTH CORNER OF SECTIONS 19 AND 24;

THENCE SOUTH $34^{\circ}18'20''$ WEST A DISTANCE OF 122.07 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 AND THE POINT OF BEGINNING;

THENCE SOUTH $00^{\circ}39'22''$ EAST ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 18.24 FEET;

THENCE NORTH $33^{\circ}54'13''$ WEST A DISTANCE OF 83.99 FEET;

THENCE NORTH $89^{\circ}33'17''$ WEST ON A LINE 10 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 161.79 FEET;

THENCE NORTH $00^{\circ}26'43''$ EAST A DISTANCE OF 10.00 FEET TO THE NORTH LINE OF SAID LOT 1;

THENCE SOUTH $89^{\circ}33'17''$ EAST ON THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 167.07 FEET;

THENCE SOUTH $33^{\circ}54'13''$ EAST A DISTANCE OF 74.01 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 2,434 SQUARE FEET OR 0.05 ACRES MORE OR LESS.

SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4862 INNOVATION DR, SUITE 100
FORT COLLINS, COLORADO 80525
(970) 353-7600

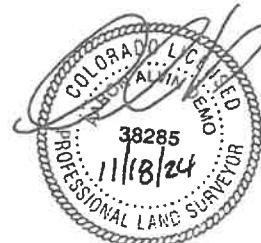


EXHIBIT A
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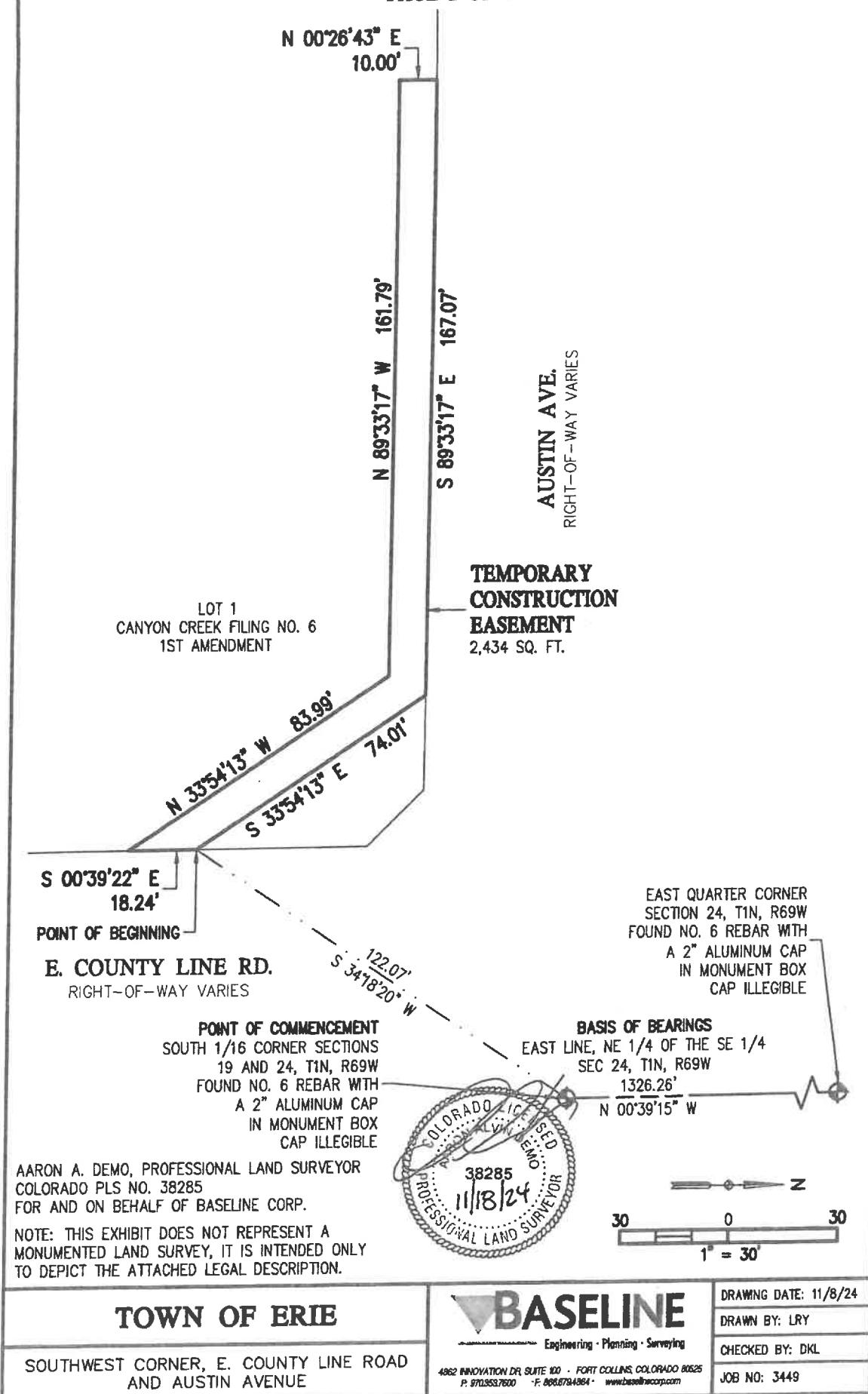


EXHIBIT B

A PARCEL OF LAND BEING A PORTION OF LOT 1, CANYON CREEK SUBDIVISION FILING NO. 6 1ST AMENDMENT RECORDED AT RECEPTION NO. 2978451 BEING LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO.

BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, AS MONUMENTED BY A NO. 6 REBAR WITH A 2 INCH ALUMINUM CAP IN MONUMENT BOX, STAMPING ILLEGIBLE AT THE SOUTH SIXTEENTH CORNER OF SAID SECTIONS 19 AND 24 AND A NO. 6 REBAR WITH A 2 INCH ALUMINUM CAP IN MONUMENT BOX STAMPING ILLEGIBLE AT THE EAST QUARTER CORNER OF SAID SECTION 24 IS ASSUMED TO BEAR NORTH $00^{\circ}39'15''$ WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 1326.26 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH SIXTEENTH CORNER OF SECTIONS 19 AND 24:

THENCE SOUTH $51^{\circ}42'27''$ WEST A DISTANCE OF 88.33 FEET TO THE NORTH END OF THE EAST LINE OF SAID LOT 1 AND THE POINT OF BEGINNING;

THENCE SOUTH $00^{\circ}39'22''$ EAST ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 46.11 FEET;

THENCE NORTH $33^{\circ}54'13''$ WEST A DISTANCE OF 74.01 FEET TO THE NORTH LINE OF SAID LOT 1;

THENCE ON THE NORTH AND NORTHEASTERLY LINES OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:

1. SOUTH $89^{\circ}33'17''$ EAST A DISTANCE OF 25.59 FEET;
2. SOUTH $45^{\circ}04'52''$ EAST A DISTANCE OF 21.43 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 1,127 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4862 INNOVATION DR, SUITE 100
FORT COLLINS, COLORADO 80525
(970) 353-7600



EXHIBIT B
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