

ATTACHMENT A

RESOLUTION

RESOLUTION NO. **36**

INTRODUCED BY COUNCILLORS

SERIES OF 2023

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT WITH LUANN
RINGENBERG FOR 11761 FEDERAL BOULEVARD

WHEREAS, LuAnn Ringenberg (“Seller”) is the owner of certain property located at 11761 Federal Boulevard (the “Property”), as more particularly described in the Purchase and Sale Agreement attached hereto as Attachment A (the “Purchase and Sale Agreement”); and

WHEREAS, the City desires to acquire the Property for Open Space purposes; and

WHEREAS, Seller has agreed to the terms of the Purchase and Sale Agreement, including a purchase price of One Million Five Hundred Seventy Thousand dollars (\$1,570,000) (the “Purchase Price”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER:

1. The City Council hereby approves the Purchase and Sale Agreement and Purchase Price and hereby authorizes the City Manager to sign the Purchase and Sale Agreement in substantially the same form as in Attachment A; and

2. The City Manager is further authorized to incur additional reasonable costs associated with acquiring the Property, including, without limitation, the cost of title examination, title insurance, appraisal, closing costs, filing fees and all other related or incidental costs or expenses customarily associated with such an acquisition.

PASSED AND ADOPTED this 13th day of November, 2023.

ATTEST:

City Clerk

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney’s Office

ATTACHMENT A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made and entered into as of November ___, 2023 (the “**Effective Date**”), by and between LuAnn Ringenberg (“**Seller**”) and the City of Westminster, a Colorado home rule municipal corporation (“**Buyer**”).

RECITALS

A. Seller is the owner of that certain real property totaling 4.00 acres or 174,240 square feet located at 11761 Federal Boulevard in the City of Westminster, County of Adams, State of Colorado, described as: Adams County Parcel 0171905000008, as detailed in Exhibit A, attached hereto and incorporated herein (together with all appurtenances thereto, the “**Property**”).

B. Subject to the terms and conditions of this Agreement and the other agreements between Buyer and Seller referenced herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the aforesaid and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, the Property for the consideration and on the terms set forth in this Agreement.

2. Purchase Price. The parties hereto (the “Parties”) agree that the purchase price for the Property shall be One Million Five Hundred Seventy and 00/100 Dollars (\$1,570,000.00) (the “**Purchase Price**”), less any amounts to be withheld in accordance with this Agreement, delivered to Seller at Closing (defined below) upon satisfaction of all conditions to Closing, including without limitation, delivery at Closing of a special warranty deed in the form attached hereto and incorporated herein as Exhibit B (the “**Deed**”).

(a) Upon mutual execution of this Agreement, the Parties shall open an escrow (the “**Escrow**”) with Fidelity National Title (the “**Title Company**”) and deposit this Agreement with the Title Company for use as Escrow instructions. Buyer and Seller further agree that they may execute supplemental Escrow instructions for transactions of the type contemplated in this Agreement. In the event of any conflict between the supplemental Escrow instructions and this Agreement, the terms of this Agreement shall control. Within **thirty (30) days** after the Effective Date, Buyer shall deliver to the Title Company for deposit into the Escrow immediately available funds in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) (the “**Deposit**”), and the Deposit shall be held by Title Company in one or more federally insured accounts. All references in this Agreement to the Deposit shall include any interest earned on funds in the Escrow. If Buyer completes the purchase of the Property, the Deposit shall be applied to the Purchase Price. Otherwise, the Deposit shall be held and disbursed by the Title Company as provided in this Agreement.

(b) Buyer shall pay the remaining amount of One Million Five Hundred and Fifty and 00/100 Dollars (\$1,550,000.00) in cash or cash equivalent at Closing.

3. Inspection.

(a) Buyer may obtain, at Buyer's option and expense, such surveys, environmental, water, soil or any other inspections, including an appraisal, of the Property as Buyer shall deem necessary or prudent. Buyer and Buyer's inspectors and agents shall have access to the Property for such inspections, provided that Buyer shall first reasonably attempt to give prior notice to Seller of the type(s) of inspections, name(s) of inspectors, the date(s) upon which such inspections shall be performed and evidence of adequate insurance covering Buyer's activities on the Property meeting Seller's requirements for the same. Buyer agrees to conduct all examinations and tests of the Property in a safe and workmanlike manner and repair any damage or disturbance it causes to the Property. The obligations of Buyer under this section shall survive Closing or the termination of this Agreement.

(b) On or before the date that is **ten (10) days** after the Effective Date, to the extent such documents are within Seller's possession or control, Seller will deliver to Buyer all correspondence, reports and other documents involving the Property, including, but not limited to, all subdivision plats; governmental approvals; soils reports; existing surveys; planning studies; development plans; cost estimates; layouts; grading plans; flood plain analyses; environmental assessments; aerial photographs; topographical maps or studies; engineering studies and plans; leases; contracts regarding the operation and maintenance of the Property; property tax bills; assessment history for any association; mylars; abstracts of title, title opinions, title insurance policies and all other title documents pertaining to the Property; and all other documents or instruments which relate to the condition, development or developability of all or any portion of the Property. Notwithstanding the foregoing, Seller shall not be required to deliver documents directly related to the pending sale of the Adjacent Parcel to the extent they are subject to a confidentiality restriction.

(c) If Buyer objects to any condition of the Property, then Buyer shall give written notice to Seller on or before **December 15, 2023**, adequately describing the condition and the objection thereto, together with any requested action from Seller. If Seller has not agreed in writing to a settlement thereof on or before **January 15, 2024**, this Agreement shall automatically terminate, in which case the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except for any liabilities or obligations that by their terms survive termination of this Agreement, unless Seller receives Buyer's written withdrawal of the objection before such termination, in which case this Agreement shall not terminate.

4. Title.

(a) Within **twenty-one (21) days** after the Effective Date, Buyer, at its expense, shall obtain a current commitment for an owner's title insurance policy in an amount equal to the Purchase Price (the "**Title Commitment**"). Buyer may obtain an ALTA/NSPS or other land survey of the Property (the "**Survey**") at its expense. During the term of this Agreement, Seller shall not mortgage, convey, lease, allow any other party to occupy, option, sell, contract to do any of the foregoing or otherwise create any defect, exception or other cloud on Seller's title to the Property without Buyer's prior written consent or request.

(b) If Buyer objects to any title matter affecting the Property, then Buyer shall give notice to Seller on or before **December 15, 2023**, adequately describing the condition and the objection thereto, together with any requested action from Seller. If Seller has not agreed in writing to a settlement thereof on or before **January 15, 2024**, this Agreement shall automatically terminate, in which case the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except for any liabilities or obligations that by their terms survive termination of this Agreement, unless Seller receives Buyer's written withdrawal of the objection before such termination, in which case this Agreement shall not terminate.

5. Closing.

(a) The sale and purchase of the Property on the terms and conditions set forth in this Agreement shall close on or before **January 31, 2023** (the “**Closing**”). Closing shall take place at the offices of the Title Company, or such other location as the Parties agree, and at such time as the parties agree.

(b) At Closing, the Title Company shall, as soon as reasonably possible after Closing:

- (i) record the Deed, then the Sewer Easement, and then any other applicable instruments required to be recorded in the Office of the Clerk and Recorder of Adams County, Colorado (the “County Clerk”);
- (ii) instruct the County Clerk to return the Deed and other applicable instruments to Buyer;
- (iii) deliver to Seller the Purchase Price, less prorations charged to Seller hereunder, and the recorded Sewer Easement and a copy of the recorded Deed with the recording information included thereon;
- (iv) deliver to Buyer an original Title Policy for the Property (defined below), the recorded Deed and other applicable instruments;
- and (v) deliver to third parties the amounts such third parties are entitled thereto as set forth on the executed settlement statement in accordance with separate instructions provided by such third party.

(c) Buyer is exempt from the payment of real property taxes and assessments for the Property. Accordingly, there shall be no prorations of real property taxes. All real property taxes and assessments due and payable with respect to the Property for the year of Closing shall be paid by Seller. There will be no prorations of water, sewer or other utility charges, unless such accounts actually exist with respect to the Property and have been prepaid at the time of Closing, in which case Seller shall receive a credit for any prepaid amounts attributable to the period from and after Closing. Seller and Buyer shall pay their respective Closing costs and all other items required to be paid at Closing. Buyer shall pay the Title Company’s customary charges for document drafting, recording and miscellaneous charges, documentary transfer fee and recording fees. Buyer shall pay all costs associated with the owner’s title insurance policy in an amount equal to the Purchase Price (the “**Title Policy**”). Any Title Policy endorsements that Buyer may require with respect to the Property shall be paid by Buyer.

6. Closing Documents. The Parties shall deposit the following with the Title Company at or prior to Closing:

(a) Buyer shall deposit:

- (i) Sufficient funds to pay the remainder of the Purchase Price, Buyer’s Closing costs and other charges that are the responsibility of Buyer;
- (ii) An executed settlement statement; and
- (iii) Such documentary and other evidence as may be reasonably required by Seller or the Title Company evidencing the status and capacity of Buyer and the authority of the person or persons who are executing the various documents on behalf of Buyer in connection with this Agreement.

(b) Seller shall deposit:

- (i) The Deed;
- (ii) An executed settlement statement; and
- (iii) Such documentary and other evidence as may be reasonably required by 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 Seller in connection with this Agreement.

7. Authority. Buyer represents and warrants that it is a Colorado home rule municipal corporation and has the authority to enter into and carry out the agreements contained in, and the transaction contemplated by, this Agreement. Buyer further represents and warrants that this Agreement has been duly

authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer fully enforceable by Seller against Buyer in accordance with its terms. The entering into and performance by Buyer of the transactions contemplated by this Agreement will not violate or breach any other agreement, covenant, obligation, judgment, order, writ, injunction or decree issued against or imposed upon Buyer, and there is no consent required from any third party before the Property may be acquired by Buyer pursuant to this Agreement.

8. Condemnation. If prior to Closing, any portion of the Property is taken or threatened to be taken by any entity by condemnation or with the power of eminent domain, or if access thereto is reduced or restricted thereby (or is the subject of a pending taking which has not yet been consummated), Seller shall promptly provide written notice to Buyer of such fact. In such event, either Buyer or Seller shall have the right to terminate this Agreement upon written notice to the other Party not later than **seven (7) days** after receipt of Seller's notice thereof. If this Agreement is terminated in its entirety, then any and all documents and funds shall be returned by the Title Company to each Party who so deposited the same, and neither Party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement and except for the payment of Title Company cancellation fees which shall be paid by Seller.

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

(a) 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.

(b) There is no pending or threatened condemnation or similar proceeding affecting the Property.

(c) The Property is being sold free and clear of all service contracts, agreements, leases and other occupancy rights.

(d) Seller has not received any notices of violation of any applicable law related to the Property.

(e) Seller is not aware of any special assessments to be levied against the Property after its acquisition by Buyer.

(f) Seller shall give Buyer prompt written notice if any of the representations or warranties made by Seller in this Agreement are no longer true or correct in any material manner.

10. Default.

(a) If Seller shall fail to perform any of its obligations hereunder for any reason other than Buyer's default hereunder, and Seller's failure to perform is not cured within **thirty (30) days** following written notice from Buyer describing in reasonable detail the default hereunder, Buyer shall have the right, which shall be Buyer's exclusive remedies: (i) to specific performance of Seller's obligations hereunder; or (ii) to terminate this Agreement and receive a refund of the Deposit and be relieved of all further obligations, other than any liabilities or obligations that by their terms survive termination of this Agreement.

(b) If Buyer shall fail to perform any of its obligations hereunder for any reason other than Seller's default hereunder, the damages to Seller would be extremely difficult and impractical to ascertain, and the amount of the Deposit is a reasonable estimate for the damages to Seller, including costs of cooperation in satisfying conditions to Closing, costs of seeking another buyer upon Buyer's default, opportunity costs in keeping the Property out of the marketplace and other costs incurred in connection with this Agreement. Accordingly, in the event of a default by Buyer that is not cured within **thirty (30) days** following written notice from Seller describing in reasonable detail the default hereunder, Seller shall have the right to terminate this Agreement by written notice to Buyer and receive and retain the Deposit. Any and all other remedies otherwise available to Seller under applicable law are expressly waived.

11. General Matters.

(a) Time is of the essence of this Agreement.

(b) Unless otherwise expressly provided herein, all tenders and notices required hereunder shall be made and given in writing by: (i) electronic transmission to the Parties and their legal counsel at the email addresses herein set forth and shall be effective as of the date of transmission if given by 4:00 p.m. on a business day, as recognized by Buyer on its website, or if not, shall be deemed effective as of the next business day after transmission; (ii) personal delivery (which shall be effective as of the date of delivery); (iii) mailing by U.S. certified mail, return receipt requested (which shall be effective as of the 3rd business day after deposit); or (iv) by private contract carrier (which shall be effective as of the date of delivery). Email addresses and physical addresses for notice are:

If to Buyer:

City of Westminster
Attn: Joe Reale
4800 W. 92nd Avenue
Westminster, CO 80031
Telephone: 303-658-2142
Email: jreale@westminsterco.gov

With a copy to:

Westminster Attorney's Office
4800 W. 92nd Avenue
Westminster, CO 80031
Telephone: (303) 658-2233
Email: ggraham@westminsterco.gov

If to Seller:

LuAnn Ringenberg
11133 Pinyon Dr
Northglenn, CO 80234
Telephone: 303-349-8037
Email: lringenberg@yahoo.com

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

(d) The performance and interpretation of this Agreement shall be controlled by the laws of the State of Colorado. Should any legal action, suit or proceeding be initiated by any party with regard to or arising out of this Agreement, such action shall be brought only in the Adams County District Court, and each party hereby consents to the jurisdiction of such court as to all such actions.

(e) The delivery of facsimile or electronic copies of any party's signature hereon or on any notice to be delivered in connection herewith shall be valid and binding for all purposes. Upon request by a Party, the other Party will deliver to the requesting Party the original of the agreement or instrument by facsimile or electronic mail; however, failure to furnish an executed original shall not affect the effectiveness of any execution evidenced by a facsimile or electronic 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.

12. Broker Fees. Each party agrees that no agent, person or entity whatsoever is due any real estate commission for services performed in relation to this Agreement and the Property described herein and claiming by, through or under the warranting party.

13. 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, falls on a weekend or holiday observed by the City of Westminster, Colorado, then such date shall be automatically extended to the next succeeding weekday that is not a holiday observed by Buyer.

14. Severability. In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. Public Records Disclosure. To the extent required or otherwise authorized by Colorado statutes or other applicable law, any public records submitted to or generated by Buyer in connection with this Agreement are potentially subject to public inspection and copying upon request. Seller expressly waives any claim or cause of action against Buyer arising out of such disclosure. The provisions of this section shall survive the expiration or termination of this Agreement.

16. No Third-Party Beneficiary. Except as expressly provided hereunder, this Agreement is executed for the exclusive benefit of the signatory parties and their respective successors and assigns. Nothing herein shall be construed as creating any enforceable right, claim or cause of action in or for any third-party.

17. Amendment. This Agreement may be amended at any time by the written agreement of Buyer and Seller. All amendments, changes, revisions and discharges of this Agreement, in whole or in part, shall be binding upon the parties despite any lack of legal consideration, so long as any amendment, change or revision shall be in writing and executed by the parties to this Agreement. On behalf of Buyer, the City Manager has the authority to execute amendments to this Agreement, so long as the amendment does not affect the Purchase Price.

18. Dispute Resolution. Before pursuing litigation, both parties agree to pursue non-binding mediation in the City of Westminster, Colorado, with a mutually acceptable mediator credentialed by the Mediation Association of Colorado. If mediation is unsuccessful or the parties cannot agree on an acceptable mediator, either Party shall have the right to pursue any remedies such Party is entitled to hereunder.

19. Waiver of Covenants. The waiver by one Party of the performance of any covenant, condition or promise under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant, condition or promise under this Agreement. The waiver by either or both Parties of the time for performing any act under this Agreement shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law,

and the provisions in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded. No waiver shall be effective unless the same is in writing and signed by the Party to be charged with it.

20. Further Acts. Each Party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

21. Entire Understanding. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and/or written or oral agreements between them with respect to the subject matter of this Agreement. The terms of this Agreement are intended by the Parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Agreement.

22. Subject to Annual Appropriation. Consistent with Article X, § 20, of the Colorado Constitution, any financial obligation of Buyer imposed by this Agreement is subject to annual appropriation by Buyer, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

23. Governmental Immunity. Buyer is relying on and does 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 Buyer.

[Remainder of page intentionally blank – signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement as of the Effective Date.

SELLER:

LuAnn Ringenberg

BUYER:

City of Westminster, a Colorado municipal corporation

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ATTEST:

By: _____

Approved as to legal form and content:

By: _____

**EXHIBIT A
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WESTMINSTER, IN THE COUNTY OF ADAMS, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

A parcel of land, situate, lying and being in the County of Adams and State of Colorado, to-wit:

Beginning at the North Quarter corner of Section 5, Township 2 South, Range 68 West of the 6th P.M., Adams County, Colorado;
Thence S 00°06' E along the East line of the East one half of the Northwest Quarter of said Section 5 a distance of 1438.3 feet;
Thence N 88°46' W a distance of 90.8 feet to the True Point of Beginning, said point of beginning being on the West R.O.W. line of U.S. Highway No. 87;
Thence N 88°46' W a distance of 460.6 feet;
Thence N 17°03' E, a distance of 695.1 feet to a point on the Westerly R.O.W. line of U.S. Highway No. 87;
Thence Southeasterly a distance of 728.3 feet along said R.O.W. line, being along the arc of a curve to the right having a radius of 1562.1 feet and long chord which bears S 20°50'E a distance of 721.7 feet to the True Point of Beginning.

For Informational Purposes Only:
TAX I.D. R0031925 / 0171905000008

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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Exhibit B: Deed

Recorded at 130 o'clock P. M. JUL 13 1962
 Reception No. 669040 FRANK H. CARLSON BOOK 1000 PAGE 189
 Recorder.

RECORDER'S STAMP

THIS DEED, Made this 14 day of July
 in the year of our Lord one thousand nine hundred and sixty-two
 between
ETHEL M. JACKSON
 of the County of Adams and State of
 Colorado, of the first part, and RUSSELL E. BARBER and PAULA J.
BARBER

of the County of Adams and State of Colorado, of the second part:

WITNESSETH, that the said part y of the first part, for and in consideration of the sum of
TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

to the said part y of the first part in hand paid by the said parties of the second part, the receipt whereof is
 hereby confessed and acknowledged, ha s granted, bargained, sold and conveyed, and by these presents does
 grant, bargain, sell, convey and confirm unto the said parties of the second part, not in tenancy in common but in
 joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever, all the following
 described lot or parcel of land, situate, lying and being in the County of
 Adams and State of Colorado, to-wit: Beginning at the North Quarter corner
 of Section 5, Township 2 South, Range 68 West of the 6th P.M., Adams County, Colo-
 rado; thence S 00°06' E along the East line of the East one half of the Northwest
 Quarter of said Section 5 a distance of 1438.3 feet; thence N 88°46' W a distance
 of 90.8 feet to the true point of beginning, said point of beginning being on the
 West R.O.W. line of U. S. Highway No. 87; thence N 88°46' W a distance of 460.6 feet;
 thence N 17°03' E, a distance of 695.1 feet to a point on the Westerly R.O.W. line
 of U. S. Highway No. 87; thence Southeasterly a distance of 728.3 feet along said
 R.O.W. line, being along the arc of a curve to the right having a radius of 1562.1
 feet and a long chord which bears: S 20°50' E a distance of 721.7 feet to the true
 point of beginning. Contains 4.00 acres more or less.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise
 appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all
 the estate, right, title, interest, claim and demand whatsoever of the said part y of the first part, either in law or
 equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the
 said parties of the second part, the survivor of them, their assigns, and the heirs and assigns of such survivor, forever,
 And the said part y of the first part, for herself, her heirs, executors, and administrators
 does covenant, grant, bargain and agree to and with the said parties of the second part, the survivor of them,
 their assigns and the heirs and assigns of such survivor, that at the time of the enrolling and delivery of these
 presents, she is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible
 estate of inheritance, in law, in fee simple, and ha s good right, full power and lawful authority to grant, bargain,
 estate of inheritance, in law, in fee simple, and ha s good right, full power and lawful authority to grant, bargain,
 sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other
 grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except taxes
 for the year 1962, and subsequent years.

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the
 survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons
 lawfully claiming or to claim the whole or any part thereof, the said part y of the first part shall and will WARRANT
 AND FOREVER DEFEND.

IN WITNESS WHEREOF the said part y of the first part has herunto set her hand and
 seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Ethel M. Jackson [SEAL]
 [SEAL]
 [SEAL]

STATE OF COLORADO, ss.
 County of Adams
 The foregoing instrument was acknowledged before me this 14 day of
 July A. D. 1962, by ETHEL M. JACKSON
 My commission expires May 15, 1966 Witness my hand and official seal.

[Signature]
 Notary Public.

No. 2. 921. WARRANTY DEED - To Joint Tenants.

SECURITY ABSTRACT COMPANY of Jefferson County