

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2024 (the “**Effective Date**”), by and between **CITY OF WESTMINSTER**, a Colorado home rule municipal corporation whose principal office address is 4800 West 92nd Avenue, Westminster CO 80031 (“**Seller**”), and **COMMUNITY REACH CENTER, INC.**, a Colorado nonprofit corporation whose principal office address is 1870 West 122nd Avenue, Suite 100, Westminster, CO 80234 (“**Buyer**”).

RECITALS

A. Seller is the owner of certain real property totaling approximately 6,300 square feet of undeveloped land to be platted on a separate lot serviced from Grove Street at approximately 7045 Grove Street, in Westminster, Colorado, and further described in **Exhibit A**, attached hereto and incorporated herein (together with all appurtenances thereto, the “**Property**”).

B. Buyer intends to construct on the Property a new building adjacent to the City of Westminster’s future Municipal Court building to operate a facility that provides behavioral health services beneficial to the City of Westminster and the Westminster Municipal Court (the “**Project**”).

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property on the terms and conditions contained herein, subject to the terms and conditions of this Agreement and the other agreements between Buyer and Seller referenced 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 expressly acknowledged, Buyer and Seller hereby agree as follows:

1. Purchase and Sale.

(a) 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.

(b) No later than sixty (60) days following execution of this Agreement, Buyer will submit to the City of Westminster an Official Development Plan (“ODP”) for construction of the Project. In the event Buyer fails to timely submit the ODP, Seller will have the option to terminate this Agreement.

(c) Should Buyer not receive approval of the ODP, Buyer may terminate the Agreement.

(d) If this Agreement is terminated in accordance with subsections b or c of this section 1, such termination shall not constitute a default or breach of this Agreement, and neither Seller nor Buyer shall have any recourse against the other party hereto.

2. Purchase Price. The parties agree that the purchase price for the Property (the “**Purchase Price**”) shall be One Hundred and 00/100 Dollars (\$100.00), delivered to Seller at Closing upon satisfaction of all conditions to Closing, including without limitation, delivery of a special warranty deed (the “**Deed**”) at Closing, less any amounts to be withheld in accordance with this Agreement.

(a) Upon mutual execution of this Agreement, the parties shall open an escrow (the “**Escrow**”) with Fidelity National Title Insurance Company (the “**Title Company**”) and deposit this Agreement with the Title Company for use as Escrow instructions. Buyer and Seller further agree to execute supplemental Escrow instructions for transactions of the type contemplated in this Agreement. For any conflict between the supplemental Escrow instructions and this Agreement, the terms of this Agreement shall control.

(b) Buyer shall pay the Purchase Price in cash or cash equivalent at Closing.

3. Inspection.

(a) Prior to Closing, Seller will provide Buyer with an ALTA survey of the Property and a Phase I environmental assessment, both at Seller’s sole cost and expense.

(b) Buyer may obtain, at Buyer’s option and expense, such other 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.

(c) 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 have delivered 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.

(d) If Buyer objects to any condition of the Property, then Buyer shall give notice to Seller on or before _____, **202__**, adequately describing the condition and the objection thereto, together with any requested action from Seller. If a notice of objection to any condition of the Property is delivered to Seller, Seller may, but is not required to, attempt to cure, satisfy or resolve any such objections. If Seller has not agreed in writing to a settlement thereof on or before _____, **202__**, this Agreement shall automatically terminate 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 **ten (10) days** after the Effective Date, Seller shall provide to Buyer, at its expense, 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, and provide it to Seller. Seller shall have no obligation to take any action with respect to matters identified by the Title Commitment or the Survey or any updates thereto. 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 _____, 202__, adequately describing the condition and the objection thereto, together with any requested action from Seller. If a notice of objection to any title matter affecting the Property is delivered to Seller, Seller may, but is not required to, attempt to cure, satisfy or resolve any such objections. If Seller has not agreed in writing to a settlement thereof on or before _____, 202__, this Agreement shall automatically terminate, in which case 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 _____, 202__ (the "**Closing**") at a mutually agreed upon time and place.

(b) At Closing, Title Company shall: (i) record the Deed, any other applicable instruments required to be recorded in the Office of the Clerk and Recorder of Adams County, Colorado; (ii) instruct the County Clerk and Recorder to return the Deed and other applicable instruments to Buyer; (iii) deliver to Seller the Purchase Price, less prorations charged Seller hereunder, and a copy of the recorded Deed with the recording information included thereon; (iv) deliver to Buyer an original Title Policy for the Property, the recorded Deed and other applicable instruments to be delivered as soon as possible after Closing; and (v) deliver to third parties any 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) Seller is exempt from the payment of real property taxes and assessments for the Property. Accordingly, there shall be no prorations of real property taxes. Buyer shall pay Closing costs and all other items required to be paid at Closing. Seller 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 Title Company at or prior to Closing:

(a) Buyer shall deposit:

(i) An executed settlement statement; and

(ii) 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 for the Property in the form attached hereto and incorporated herein as **Exhibit B**;

(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.

(a) Buyer represents and warrants that it is a Colorado nonprofit corporation and has the authority to enter into and carry out the agreements contained in, and the transactions 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.

(b) Buyer acknowledges and agrees that this Agreement shall not become effective until approved by the Westminster City Council. In the event this Agreement is not approved in its entirety by the Westminster City Council, neither party hereto shall be bound to the terms of 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 the 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, any and all documents shall be returned by 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 the 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 notice of any violations 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 rights, which shall be Buyer's exclusive remedies: (i) to specific performance of Seller's obligations hereunder; or (ii) to terminate this Agreement 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, and Buyer's failure to perform 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. Any and all other remedies otherwise available to Seller under applicable law are expressly waived.

11. General Matters.

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

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

(c) Unless otherwise expressly provided herein, all tenders and notices required hereunder shall be made and given in writing by electronic transmission to the parties hereto and their counsel at the email addresses herein set forth and shall be effective as of the date of transmission if given by 5:00 p.m. on a business day in Westminster, Colorado, or if not, shall be deemed effective as of the next business day after transmission; or by personal delivery (which shall be effective as of the date of delivery); or by mailing by U.S. certified mail, return receipt requested (which shall be effective as of the 3rd business day after deposit); or by private contract carrier (which shall be effective as of the date of delivery). Email addresses and physical addresses for notice are:

If to Seller:

City of Westminster
Attn: _____
4800 W. 92nd Avenue
Westminster, CO 80031
Telephone: 303-658-_____
Email: _____

With a copy to:

City of Westminster Attorney's Office
4800 W. 92nd Avenue
Westminster, CO 80031
Telephone: (303) 658-_
Email: _____

If to Buyer:

Telephone: (____) ____ - ____
Email: _____

With a copy to:

Telephone: (____) ____ - ____
Email: _____

(d) 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.

(e) 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.

(f) 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, either party will deliver to the other the original of the agreement or instrument delivered 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. 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 the City of Westminster.

13. Severability. In the event any one or more of the provisions in this Agreement shall for any reason be held 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.

14. Regulatory Authority Preserved. Buyer acknowledges that Seller has executed this Agreement in Seller's proprietary capacity as owner of the Property.

15. Public Records Disclosure. To the extent required or otherwise authorized by said statutes or other applicable law, any public records submitted to or generated by Seller in connection with this Agreement are potentially subject to public inspection and copying upon request. Buyer expressly waives any claim or cause of action against Seller 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.

18. Assignment. Buyer shall not have the right to assign any of its rights under this Agreement without first obtaining Seller's written consent.

19. 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.

20. 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.

21. 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.

22. 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.

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

24. Governmental Immunity. Seller 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 Seller.

[Remainder of page intentionally blank - signature page(s) follow(s).]

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

SELLER:

City of Westminster, a Colorado municipal corporation

BUYER:

Community Reach Center, Inc., a Colorado nonprofit corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

By: _____
City Clerk's Office

Approved as to legal form and content:

By: _____
City Attorney's Office

EXHIBIT A
PROPERTY

(Legal description to be attached prior to execution)

EXHIBIT B
FORM OF DEED

Special Warranty Deed

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 20__, between [Insert], (“Grantor”), and [Insert], whose address is [Insert] (“Grantee”);

WITNESSETH, that Grantor for and in consideration of _____ (\$ __.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns, forever, all the real property, together with all improvements, if any, situate, lying and being in the said County of Adams and State of Colorado described as follows:

[Insert]

also known by street and number as: [Insert];

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of Grantor, 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 Grantee, and Grantee’s successors and assigns forever. Grantor, for itself and its successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, Grantee’s successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under Grantor, subject to the exceptions listed on **Exhibit A**, attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date set forth above.

[Insert],

By: _____
[Insert]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ as _____.

Witness my hand and official seal.

My Commission Expires

Notary Public

Exhibit A to Special Warranty Deed – Permitted Exceptions