

**AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY
BETWEEN THE CITY OF EVANS AND LINDAMARIE K. VAUGHAN**

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES herein, the City of Evans, Colorado, ("City") and Lindamarie K. Vaughn, (the "Seller") and collectively, the "Parties," hereby agree as follows:

1. **Property.** The Seller agrees to sell and City agrees to purchase and receive all of the real estate, together with all improvements, depicted in Lots 5 and 6 in the ALTA/NSPS Land Title Survey prepared by Coffey Engineering and Survey dated April 23, 2021 attached hereto, and incorporated by reference, as Exhibit A known as Lots 5 and 6 situate in the southwest quarter of the northwest quarter of Section 30, Township 5 North, Range 65 West of the 6th Principal Meridian, Weld County, Colorado hereinafter referred to as the "Property." The Property consists of 3.77 acres for Lot 5 and 4.54 acres for Lot 6 for a total of 8.31 acres.
2. **Purchase Price.** The City will pay Seller a total purchase price of **\$380,276.24** for the Property payable to the Seller in cash or certified funds, delivered to Seller at closing.
3. **Closing.** At Closing, Seller shall execute and deliver to the City a General Warranty Deed for possession of the Property, which shall include all of the surface estates which are owned by Seller (except such reservations and easements not owned by Seller as shown in the title commitment) conveying said Property free and clear of all taxes, except the general taxes for the year of closing, and free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not, free and clear of all liens, encumbrances, tenancies, leases, and easements.
4. **Time of the essence.** Time is of the essence hereof, and all terms, conditions and covenants shall be tendered or performed as specified herein.
5. **Authority to Enter Agreement.** Seller represents and covenants to the City that it comprises all the parties who have a fee interest in said Property, and that it has full and lawful authority to enter into this Agreement.
6. **Closing Details.** Closing shall occur no later than 30 days after the City Council approval of this Purchase Agreement or at such other date, time and place that is mutually acceptable to the City, Seller, and the title company. Closing shall be conducted in accordance with the following:
 - (a) Seller shall execute and deliver a General Warranty Deed conveying the Property to the City.

- (b) The City shall deliver the purchase price in the form of certified funds, wire transfer or other form acceptable to the title company which will enable it to wire funds to Seller on the date of Closing.
 - (c) The City shall pay all closing costs, the base premium for the title insurance policy, and any endorsements thereto.
 - (d) The Parties shall each execute the customary and standard closing documents requested by the title company, including the settlement statements.
 - (e) Possession of the Property shall be delivered to the City immediately following Closing.
7. **Integration.** This Agreement is an integration and expresses the entire agreement between all the Parties, and the Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this Agreement other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, or its agents or employees, hereto.
8. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns. This Agreement shall have no force or effect until approved by City Council.
9. **Legal Representation.** Seller confirms that the City has strongly encouraged Seller to consult with and be represented by legal counsel of Seller's choosing. Seller further affirms that Seller has consulted with legal counsel to the extent Seller desires to do so.
10. **Property Taxes.** The City will hold Seller harmless for any tax obligations owed for the Property during the calendar year in which this transaction occurs.
11. **Fencing.** The City agrees to consult with Seller prior to placing fencing upon the Property.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of _____, 2022.

SELLER:

Lindamarie K. Vaughn

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing Agreement for Sale and Purchase was acknowledged before me this ____ day of _____, 2022, by Lindamarie K. Vaughn as seller.

Witness my hand and official seal.

My Commission Expires: _____

Notary

ACCEPTED BY:
CITY OF EVANS, COLORADO

Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing was acknowledged before me this ____ day of _____, 2021, by Brian Rudy as Mayor of the City of Evans, Colorado.

Witness my hand and official seal.

My Commission Expires: _____

Notary

EXHIBIT A

ALTA SURVEY DEPICTING LOTS 5 AND 6