

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made as of _____, 2022 (the “**Effective Date**”), by and between Anadarko E&P Onshore LLC, a Delaware limited liability company (“**Seller**”), and the Town of Johnstown, a Colorado home rule municipal corporation (“**Purchaser**”).

RECITALS

A. Seller is the owner of real property known as Lot 4 on the Plat of Oxy Land Subdivision, located in the Northwest Quarter of Section 11, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 25.15 acres, and recorded at Reception Number 4785196 on December 15, 2021 in Weld County Clerk and Recorder’s Office (“**Property**”).

B. As used in this Agreement, the Property includes the real property, together with all of Seller’s right, title and interest in and to: (i) all reversions, remainders, easements, rights-of-way and appurtenances appertaining to or otherwise benefiting or used in connection with the Property; (ii) all of Seller’s right, title and interest in and to any streets abutting or adjoining the Property; and (iii) all existing improvements, structures and fixtures, if any, placed, constructed, installed or located on the Property, including all plants, trees, landscaping and other appurtenances, if any, located upon, over or under the Property. The Property excludes all right, title and interest in an to all oil, gas, and minerals of every kind and character underlying the surface of the Property.

C. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

PURCHASE AND SALE OF THE PROPERTY

1.1 **Purchase.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of the Property, subject to and upon the terms and conditions set forth in this Agreement.

1.2 **Purchase Price.** The purchase price to be paid by Purchaser to Seller (the “**Purchase Price**”) for the Property shall be One Million Five Hundred and Nine Thousand Dollars (\$1,509,000) in good funds, payable as follow.

a. **Deposit.** A deposit of One Thousand and No/100 Dollars (\$1,000.00) (“**Deposit**”), will be paid by Purchaser to Land Title Guarantee Company, Attn: Angie Gardner, 4617

W 20th Street Greeley, Colorado 80634 (“**Title Company**”), by wire transfer of immediately available funds by 5:00 P.M. MST three (3) business days after the Effective Date.

b. Cash at Closing. Prior to closing of the transaction contemplated by Article 8 of this Agreement, Purchaser will pay to Title Company, by wire transfer of immediately available funds, the remaining Purchase Price, less the Deposit (“**Balance of Purchase Price**”), subject to adjustments and prorations provided herein.

ARTICLE 2 TITLE

2.1 **Title Commitment.** Within ten (10) days of the Effective Date, Seller shall procure and deliver a current commitment for an owner’s title insurance policy for the Property (the “**Title Commitment**”), in an amount equal to the Purchase Price, to Purchaser. The Title Commitment shall contain owner’s extended coverage, committing to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap period (period between the effective date and time of the commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.

2.2 **Status of Title at Closing.** At Closing, Seller will convey to Purchaser title to the Property by special warranty deed free and clear of monetary liens, but subject to all other matters of record.

ARTICLE 3 CONTINGENCY PERIOD

3.1 **Contingency Period.** Purchaser will have sixty (60) days following the Effective Date (the “**Contingency Period**”) within which to complete Purchaser’s investigation of the Property and to obtain all required approvals for Purchaser’s purchase of the Property. Purchaser’s physical inspection of the Property shall be conducted pursuant to the Right of Entry attached hereto and incorporated herein as **Exhibit B**. Prior to entering the Property to conduct any inspections, the individual or entity making such entry on behalf of the Purchaser shall execute and deliver unto Seller a copy of the Right of Entry and comply with all requirements set forth therein. All inspection fees and other expenses of any kind incurred by Purchaser relating to the inspection of the Property will be Purchaser’s sole responsibility. Purchaser will promptly repair, at its expense, any damage to the Property caused by Purchaser or its agents in conducting its inspection of the Property. In the event Purchaser has not terminated this Agreement in writing on or before the expiration of the Contingency Period, Purchaser shall proceed to closing and ***the Deposit will become non-refundable to Purchaser for any reason whatsoever, except for Seller’s breach of this Agreement.***

3.2 **Termination.** If, on or before the expiration of the Contingency Period, Purchaser delivers to Seller written notice setting forth Purchaser’s election to terminate this Agreement, in Purchaser’s sole and absolute discretion, then this Agreement will terminate and both parties will be relieved from any further liability hereunder. At such time, Title Company shall credit the

Purchaser the Deposit, whereupon both Parties will be relieved of any further obligations hereunder, except for those obligations which expressly survive any termination hereof. If Purchaser does not terminate this Agreement as described in this Section 3.2, then this Agreement will remain in full force and effect in accordance with its terms.

ARTICLE 4 SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller represents, warrants and covenants to Purchaser as set forth below in this Article 4 as of the Effective Date and as of Closing under this Agreement.

4.1 **Authority.** Seller has the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. All requisite entity action has been taken by Seller in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. The person signing this Agreement on behalf of Seller is authorized to do so.

4.2 **No Consents; Binding Obligations.** No third party approval or consent is required for Seller to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

4.3 **No Third-Party Interests.** Seller has not granted to any party any option, contract or other right to a purchase the Property, or any portion thereof or any interest therein.

4.4 **Non foreign Person.** Seller is not a foreign person, corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code or Income Tax Regulations).

ARTICLE 5 PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller as set forth below in this Article 5 as of the Effective Date and as of Closing under this Agreement.

5.1 **Authority.** Purchaser has, or will have prior to the expiration of the Contingency Period, the full right and authority to enter into this Agreement and consummate the transaction contemplated by this Agreement. All requisite action has been taken, or will be taken prior to the expiration of the Contingency Period, by Purchaser in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Purchaser is authorized to do so.

5.2 **No Consents; Binding Obligations.** No third party approval or consent is required for Purchaser to enter into this Agreement or to consummate the transaction contemplated hereby. This Agreement and all documents required hereby to be executed by Purchaser are and will be valid, legally binding obligations of and enforceable against Purchaser in accordance with their

terms, subject to Purchaser obtaining the required consents prior to the expiration of the Contingency Period.

ARTICLE 6 PURCHASER'S AGREEMENTS

6.1 **“As Is” Condition.** Purchaser acknowledges that Seller does not make any representations or warranties regarding the present or future condition or operation of the Property, either express or implied.

6.2 **Restrictive Covenants.** A covenant shall be included in the Deed, as defined in Section 8.2(a) hereinbelow, restricting for a period of fifty (50) years, the use of the Property to agricultural, commercial, or light industrial land uses, and specifically restricting any use of the Property for residential purposes, schools, hospitals, nursing facilities, child care facilities or other uses defined as residential building units or High Occupancy Building Units by the rules and regulation of the Colorado Oil and Gas Conservation Commission, but allowing uses such as urgent cares, medical or dental clinics and similar uses that are not otherwise defined as a High Occupancy Building Unit. This Section 6.2 will survive Closing and be made part of the deed by Seller.

ARTICLE 7 CASUALTY

The risk of casualty loss to the Property will remain with Seller prior to Closing. In the event that the Property is damaged by fire, flood or other casualty prior to Closing, then Purchaser may elect, at its sole option, either (i) to terminate this Agreement, in which case both Seller and Purchaser will be released from further responsibility hereunder, or (ii) to waive its right to terminate this Agreement and to consummate the transaction contemplated hereby, in which case Seller will assign to Purchaser all of Seller's right to receive the insurance proceeds, if any, payable as a result of such casualty damage, but not exceeding the Purchase Price, and Purchaser will be entitled to an abatement of the Purchase Price in an amount equal to the applicable insurance deductibles.

ARTICLE 8 CLOSING

8.1 **Time and Procedures.** Closing under this Agreement (“**Closing**”) will take place on a date designated by Purchaser by written notice to Seller, which will be no later than twenty (20) days following the expiration of the Contingency Period, or as otherwise agreed by the parties in writing.

8.2 **Deliveries.** At Closing the following will occur:

(a) **Deed.** Seller will deliver to Purchaser a duly executed and acknowledged special warranty deed (“**Deed**”) for the Property conveying title to the Property, in the form set forth on **Exhibit A** attached hereto and incorporated herein by reference;

(b) Payment. Purchaser will pay to Seller the Balance of Purchase Price by wire transfer of funds as provided in Section 1.1.

(c) Possession. Possession of the Property will be delivered to Purchaser.

(d) Miscellaneous Documents. Each of Seller and Purchaser will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be required by the Title Commitment or reasonably requested by the other party in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement in a manner consistent with the terms of this Agreement.

8.3 **Town Manager**. The Purchaser hereby designates the Town Manager of the Town of Johnstown to execute all documents required to effectuate the purchase of the Property.

ARTICLE 9 CLOSING EXPENSES

9.1 **Closing Expenses**. The expenses related to Closing will be as follows:

(a) Purchaser will pay the fee for recording Seller's deed, any endorsements to the title insurance policy requested by Purchaser, its attorneys' fees and costs, all transfer taxes, and all other closing costs not paid by Seller.

(b) Seller will pay its attorneys' fees and costs, the premium for the title insurance policy based on the Title Commitment, and any reasonable costs required to deliver title to the Property to Purchaser.

ARTICLE 10 REMEDIES

10.1 **Breach by Seller**. Time is of the essence of Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, and such failure continues for five (5) business days after delivery of written notice thereof from Purchaser to Seller, Purchaser, at Purchaser's option, will be entitled to: (i) terminate this Agreement, whereupon both parties will be discharged from all duties and performance hereunder; or (ii) treat this Agreement as being in full force and effect and seek specific performance.

10.2 **Breach by Purchaser**. Time is of the essence of Purchaser's obligations hereunder. If Purchaser fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, and such failure continues for five (5) business days after delivery of written notice thereof from Seller to Purchaser, Seller, as its sole and exclusive remedy, will be entitled to terminate this Agreement and retain the Deposit.

10.3 **Waiver of Breach** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party

to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

ARTICLE 11 GENERAL PROVISIONS

11.1 **Brokers.** Seller and Purchaser each hereby represent and warrant to the other that their only contact with the other or with the Property has been made without the assistance of any broker or other third party. Each of Seller and Purchaser will save and hold the other party free, clear and harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any claims for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein.

11.2 **Entire Agreement.** No change or modification of this Agreement will be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement will be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement; and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

11.3 **Survival.** All of the parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged by or through Closing, will not be deemed merged into any instrument delivered at Closing and will remain fully enforceable thereafter.

11.4 **Dates.** If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the expiration of the Contingency Period or the Closing date) should, under the terms hereof, fall on a weekend or holiday, then such date will be automatically extended to the next succeeding weekday that is not a holiday.

11.5 **Governing Law and Venue.** This Agreement will be construed and enforced in accordance with the laws of the State of Colorado. Venue for any legal action shall lie exclusively in the state and federal courts of competent jurisdiction in Colorado.

11.6 **Severability.** If any term shall be held to be contrary to law, such holding will not affect the validity of this Agreement or other terms therein.

11.7 **Notices.** Any notice required or permitted to be sent pursuant to this Agreement must be in writing and will be deemed given, sent, delivered and received upon the earlier of: (i) when personally or actually delivered; or (ii) by e-mail upon confirmation of receipt by the intended recipient; or (iii) one (1) business day after being deposited with a commercial overnight courier and sent by overnight delivery for next business day delivery, with all required charges prepaid; and addressed:

If to Seller:

ANADARKO E&P ONSHORE LLC
Attention: Anthony Rader
1099 18th Street
Suite 700
Denver, CO 80202
Email: Anthony_rader@oxy.com

With a copy to:

ANADARKO E&P ONSHORE LLC
Attention: Robert C. Mathes
1099 18th Street
Suite 700
Denver, CO 80202
Email: robert_mathes@oxy.com

If to Purchaser:

TOWN OF JOHNSTOWN
Attention: Town Manager
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Email: MLeCerf@JohnstownCO.gov

If to Title Company:

Land Title Guarantee Company
Attention: Angie Gardner
W 20th Street
Greeley, Colorado 80634
Email: agardner@ltgc.com

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 11.7.

11.8 **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

11.9 **Counterparts.** This Agreement may be executed in multiple counterparts, all of which, together, will be deemed one and the same original document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the Effective Date.

SELLER:

ANADARKO E&P ONSHORE, LLC, a Delaware limited liability company

By: _____

STATE OF _____)
)ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2022, by _____ as the _____ of Anadarko E&P Onshore, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

PURCHASER:

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

EXHIBIT A
to
PURCHASE AND SALE AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO

Anadarko E&P Onshore LLC
1099 18th Street, Suite 700
Denver, CO 80202
Attn:

SPECIAL WARRANTY DEED
(Statutory Form, C.R.S. § 38-30-113 (B))

Anadarko E&P Onshore LLC, a Delaware limited liability company, whose address is 1099 18th Street, Suite 700, Denver, CO 80202 (“Grantor”) of the County of Weld and State of Colorado, for and in consideration of ONE HUNDRED and NO/100 Dollars and other good and valuable consideration, in hand paid, hereby sells and conveys to the Town of Johnstown, a Colorado municipal corporation, whose mailing address, for purposes of this Special Warranty Deed is 450 S. Parish Avenue, Johnstown, Colorado 80534 (hereinafter the “Grantee”), the following property in the County of Weld and State of Colorado, to wit:

All the real property in the County of Weld and State of Colorado, as more fully described in Exhibit A attached hereto and incorporated herein by this reference,

with all its appurtenances and warrants title to the same against all persons claiming by, through or under Grantor, but not otherwise, subject to taxes for the current year and subsequent years, and all matters of record.

Excepting and reserving unto Grantor, its successors and assigns, any and all right, title, and interest in the subsurface estates and mineral rights located in or under the property, including without limitation any rights to explore for and extract, or to be paid royalties in connection therewith, the rights of ingress and egress across the property for such purposes, oil, natural gas, hydrocarbon products, coal, and other hard rock minerals.

Grantee, its successors and assigns, covenants and warrants unto Grantor, its successors and assigns, that, for a period of fifty (50) years from the date of this instrument, the real property conveyed hereby shall be subject to the following restrictions: i) use of the real property shall be limited to only agricultural, commercial, or light industrial land uses and ii) no portion of the real property shall be used for residential purposes, schools, hospitals, nursing facilities, child care facilities or other uses defined as residential building units or High Occupancy Building Units by the rules and regulation of the Colorado Oil and Gas Conservation Commission’s then in effect rules and regulation, which restricted uses do not include urgent cares, medical or dental clinics

ACCEPTED BY GRANTEE:

**TOWN OF JOHNSTOWN, a Colorado
municipal Corporation (the Grantee)**

By: _____

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

EXHIBIT A

Lot 4 on the Plat of Oxy Land Subdivision, located in the Northwest Quarter of Section 11, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 25.15 acres, and recorded at Reception Number 4785196 on December 15, 2021 in Weld County Clerk and Recorder's Office

Exhibit B

RIGHT OF ENTRY

THIS RIGHT OF ENTRY is granted this _____ day of _____, 2022 (“Effective Date”), by and between Anadarko E&P Onshore LLC, a Delaware limited liability company (“Landowner”), the owner of property known as Lot 4 on the Plat of Oxy Land Subdivision, located in the Northwest Quarter of Section 11, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 25.15 acres, and recorded at Reception Number 4785196 on December 15, 2021 in Weld County Clerk and Recorder’s Office (the “Property”), and Ledge Rock Center, LLC, a Kansas limited liability company (“Ledge Rock”), for the purposes of conducting environmental, geological, and other studies and inspections and perform reasonable tests, staking, and preliminary development work (the “Work”).

1. Landowner represents that Landowner owns the Property and has the authority to make this grant of Right of Entry.

2. Landowner and the Town of Johnstown, a Colorado municipal corporation (“the Town”), have entered into a purchase and sale agreement, wherein Landowner has agreed to sell the Property to the Town and the Town has agreed to purchase the Property from the Landowner, subject to certain terms and conditions, including the Town’s right to perform the Work.

3. Landowner recognizes and agrees that Ledge Rock shall perform the Work on behalf of the Town.

4. Landowner grants to Ledge Rock, its employees, agents, contractors, consultants and representatives, the right to enter upon the Property for the purposes of performing the Work, subject to the following conditions:

- (i) Ledge Rock will notify Landowner not less than three business days in advance of entering the Property;
- (ii) Neither Ledge Rock, nor any employee, agent, representative or contractor of Ledge Rock acting on behalf of Ledge Rock, will communicate directly with any tenant of the Property without the approval of and with, at Landowner’s option, the accompaniment by, Landowner or Landowner’s manager for the Property;
- (iii) Ledge Rock will keep the Property free and clear of any mechanic’s or materialmen’s liens arising out of any such entry, promptly restore any damage caused by Ledge Rock or its employees, agents, representatives or contractors (which, for the avoidance of doubt, shall exclude any damage caused by defects or conditions discovered by Ledge Rock), perform all investigations in a safe and professional manner, not allow any dangerous or hazardous conditions, and comply with all applicable laws and governmental regulations;
- (iv) Landowner or any of its representatives or agents may accompany Ledge Rock and any of its employees, agents, representatives or contractors during their visits to the Property;
- (v) Prior to Ledge Rock’s or its employees’, agents’, representatives’ or contractors’ entry upon the Property, Ledge Rock will deliver to Landowner evidence of liability insurance coverage by an insurer reasonably acceptable to Landowner and with combined single limits of not less than \$1,000,000 per occurrence;

- (vi) Ledge Rock will not conduct a "Phase II" environmental site assessment without the express written permission of Landowner; and
- (vii) Ledge Rock will indemnify and hold Landowner harmless from and against any and all liens, claims, demands, injuries, damages, costs, expenses (including reasonable attorneys' fees) or liability incurred by or asserted against Landowner or the Property to the extent arising out of any of those entries, inspections, studies, tests, or other work, which obligation shall survive the Town's purchase of the Property.

5. Notwithstanding anything to the contrary herein, Ledge Rock will have no liability, and shall not indemnify Landowner, for any liens, claims, demands, injuries, damages, costs, expenses (including reasonable attorneys' fees) or liabilities to the extent caused by or resulting from: (a) the actions of Landowner or Landowner's agents, affiliates, employees, representatives, or contractors; (b) the presence on the Property of latent defects not created by Ledge Rock; or (c) discovering conditions, facts, or circumstances which adversely affect (or may adversely affect) the value of the Property.

6. This Right of Entry shall be effective on the Effective Date and shall terminate on _____, 2022.

IN WITNESS WHEREOF, Landowner has executed this grant of Right of Entry and Ledge Rock has accepted the same on the terms and conditions set forth herein effective as of the Effective Date.

ANADARKO E&P ONSHORE, LLC, a Delaware limited liability company

By: _____

STATE OF _____)
)ss
 COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2022, by _____ as the _____ of Anadarko E&P Onshore, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

 Notary Public

LEDGE ROCK CENTER, a Kansas limited liability company

By: _____

STATE OF _____)
)ss
 COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2022, by
_____ as the _____ of Ledge Rock Center, LLC, a Kansas limited liability
company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public