

**BARGAIN AND SALE DEED**

**THIS DEED** is dated \_\_\_\_\_, 2024, and is made between the TOWN OF JOHNSTOWN, a Colorado home rule municipality, the “Grantor,” whose address is 450 S. Parish Avenue, Johnstown, Colorado 80534, County of Weld, State of Colorado, and the DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, the “Grantee,” whose legal address is 2829 W. Howard Place, Denver, CO 80204 of the City and County of Denver and State of Colorado.

**WITNESS**, that the Grantor, for and in consideration of the sum of TEN DOLLARS and 00/100th (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby sells and conveys unto the Grantee and the Grantee’s heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Weld and State of Colorado, described as follows:

Project Number: 22831  
Project Code: NHPP 0253-270

See attached Exhibit “A” dated August 20, 2021 for:  
Parcel Number: AP-RW-608REV

See attached Exhibit “A” dated August 20, 2021 for:  
Parcel Number: AP-AC-608

a portion of the property known by assessor’s schedule or parcel number: 106111201001  
An area of approximately 2.100 acres.  
Referred to herein as the “Property.”

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee’s heirs and assigns forever, except and subject to the following:

The Grantor hereby retains, and does not grant, remise, release or sell to the Grantee, the mineral estate, including all coal, oil, gas and other hydrocarbons and all clay and other valuable mineral, in, beneath and under the Property. Notwithstanding the Grantor’s retention of the mineral estate, the Grantor covenants and agrees that the Grantee shall forever have the right to take and use, without payment of further compensation to the Grantor, any and all sand, gravel, earth, rock, and other road building materials found in or upon the Property; and

The Grantor further covenants and agrees that no exploration for or development of any of the products described above and owned by the Grantor heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the Property, and that, in the event any of such operations may hereafter be carried on beneath the surface of the Property, the Grantor shall perform no act which may cause damage to the road. These covenants and agreements hereunder shall inure to and be binding upon the Grantor and its successors and assigns forever.

**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.

**GRANTOR: Town of Johnstown**

\_\_\_\_\_  
**By: Troy D. Mellon, Mayor**

STATE OF COLORADO )  
 ) ss.  
County of Weld )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Troy D. Mellon, Mayor of the Town of Johnstown.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Name and address of entity creating new legal description: Robert A Boehm, PLS 34992, for and behalf of Jacobs Engineering Inc., 9191 Jamaica St., Englewood, CO 80112.