

REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement (“Agreement”) is entered into and made effective as of _____, 2019 (“Effective Date”) by and between HF2M, Inc., a Texas corporation (“HF2M”), and POUDRE SCHOOL DISTRICT R-1, a public school district and political subdivision of the state of Colorado (the “District”), individually, each a “Party,” or collectively, the “Parties.”

RECITALS

A. The District owns fee title to approximately one hundred eight and 06/100ths (108.06 +/-) acres of real property, located in Fort Collins, Larimer County, Colorado, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “District Property”).

B. Pursuant to that certain Sale and Purchase Agreement between an affiliate of HF2M (as buyer thereunder) and the current fee owner (as seller thereunder), dated as of July 12, 2017, as thereafter amended (the “HF2M Contract”), HF2M, or its affiliate, has an option to purchase approximately eight hundred forty-four (844 +/-) acres of real property located in Fort Collins, Larimer County, State of Colorado and more particularly described on Exhibit B-1, attached hereto and incorporated herein by reference (the “Development Parcel”), which includes approximately one hundred eight (108 +/-) acres of real property located in Fort Collins, Larimer County, Colorado, and more particularly described on Exhibit B-2, attached hereto and incorporated herein by reference (the “HF2M Property”), together with appurtenant rights for off-site detention in a storm water detention facility to be located to the east of and adjacent to the HF2M Property.

C. The Parties acknowledge that the description of the HF2M Property is a general description, and that the HF2M Property has not been surveyed in order to provide a more accurate legal description. The transfer of the Exchange Properties (as hereafter defined) is subject to HF2M obtaining approval from the City of Fort Collins, Colorado (the “City”) of the Montava Planned Unit Development Master Plan, which will show the District Property as a development parcel and the HF2M Property as a future school site. Once such approval is obtained, each Buyer, or its successors and assigns, shall be responsible for obtaining approval from the City of any final development plans (including subdivision plats) for its respective Exchange Property desired by either Buyer.

NOW THEREFORE, IN CONSIDERATION OF the Parties’ mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District agrees to convey the District Property to HF2M and HF2M agrees to convey the HF2M Property to the District on the terms and conditions set forth herein.

1. INCORPORATION OF RECITALS; EACH PARTY IS BOTH SELLER AND BUYER. The Recitals set forth above are incorporated as if fully set forth herein. In several of the sections and paragraphs below, the terms “Seller” and “Buyer” may be used rather than the above designations of the Parties. Each party shall act in the capacity of a

Seller and shall have the duties, obligations, rights and remedies of a Seller as to the property conveyed by that party, and each party shall act in the capacity of a Buyer and shall have the duties, obligations, rights and remedies of a Buyer as to the property to be received by that party. Each Party's obligations and rights under this Agreement is expressly contingent on HF2M, or another entity managed or controlled by HF2M, acquiring the HF2M Property pursuant to the HF2M Contract, and obtaining proper land use entitlement approval from the City as set forth in Recital C. If either the acquisition contingency or the land use approval contingency is not met by the date that is the second (2nd) anniversary of the Effective Date ("Contingency Deadline"), then either Party may elect to either (i) exercise a one-time right to extend the date of such contingency(ies) for a period of up to twelve (12) months by delivering notice of such extension to the other Party, not later than the expiration of the Contingency Deadline, in which case the Closing date for this Agreement shall be extended to the date that is three (3) months after the extended Contingency Deadline; or (ii) elect to terminate this Agreement by sending notice of such termination to Seller not later than the Contingency Deadline, and upon such election to terminate, this Agreement shall terminate, both parties shall be released from their obligations hereunder (except obligations hereunder that expressly survive termination of this Agreement).

2. EXCHANGE PROPERTY. For purposes of this Agreement, the District Property and HF2M Property may be referred to individually as the "Exchange Property" as the context indicates, or collectively as the "Exchange Properties".

3. PURCHASE PRICE AND TERMS; CLOSING COSTS.

a. The parties agree that the value of the District Property is \$5,660,000, as determined pursuant to that certain Appraisal of Montava - Parcel A, dated November 1, 2018, performed by CBRE, Inc.

b. The parties agree that the value of the HF2M Property is \$5,780,000, as determined pursuant to that certain Appraisal of Montava - Parcel C, dated November 1, 2018, performed by CBRE, Inc.

c. Earnest money shall not be required of either party to this transaction.

d. HF2M agrees that the consideration due to HF2M for its obligations pursuant to this Agreement are as follows: (i) the District's agreement to convey the District Property to HF2M subject to the terms and conditions herein, (ii) the District's agreement to accept title to the HF2M Property subject to the terms and conditions herein, and (iii) the District's payment of the Cash at Closing (as defined below) with respect to the HF2M Property (if applicable). The District agrees that the consideration due to the District for its obligations pursuant to this Agreement are as follows: (1) HF2M's agreement to convey the HF2M Property to the District subject to the terms and conditions herein, and (2) HF2M's agreement to accept title to the District Property subject to the terms and conditions herein; and (3) HF2M's payment of the Cash at Closing (as defined below) with respect to the District Property (if applicable).

e. At the Closing, concurrently with the conveyance of the Exchange Properties, the District will pay to HF2M in good funds, the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) ("Cash at Closing"), to offset the difference in value between the Exchange Properties. Neither Party shall have any additional or further financial obligation to the other arising from or in connection with the Exchange Properties, now or in the future, unless and except as herein expressly otherwise provided.

f. At the Closing HF2M shall pay or be debited on the final settlement sheet: (a) one-half of all closing cost and fees; (b) any document recording charges pertaining to documents received by HF2M as Buyer, including the State of Colorado documentary fee; (c) all transfer taxes; and (d) HF2M's share of pro-rations to which HF2M is subject. At the Closing, the District shall pay or be debited on the final settlement sheet: (i) one-half of all closing fees and costs; (ii) any document recording charges pertaining to documents received by the District as Buyer, including the State of Colorado documentary fee; (iii) all transfer taxes (if applicable); and (iv) the District's share of pro-rations to which the District is subject. The District and HF2M shall each pay their own respective legal and professional fees and fees of other consultants incurred by the District and HF2M. All other costs and expenses shall be allocated between the District and HF2M in accordance with the customary practice within Larimer County. The Buyer shall pay one hundred percent (100%) of all costs of the Buyer's due diligence, including fees due its consultants and attorneys and all costs and expenses of any survey or Phase I, Phase II, or other environmental studies which the Buyer desires to obtain, and all fees related to any financing to be obtained by the Buyer.

g. All amounts paid by either party at the Closing shall be in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4. ALTA SURVEY. Buyer shall be responsible for obtaining an ALTA survey ("Survey") on the Exchange Property it will receive. Buyer shall have until December 31, 2019, in which to object in writing to any matter disclosed by the Survey which makes the Exchange Property unsuitable for the Buyer's purposes, in the Buyer's sole judgment. Seller shall have no responsibility whatsoever for curing Survey objections; provided however, Seller, at its option, may cure or remove any Survey objections by giving Buyer written notice of Seller's intention to cure or remove such objections within five (5) business days after receipt of Buyer's written notice thereof. If Seller fails to give Buyer written notice within five (5) business days after receipt of written notice of Survey objections or elects not to remove or cure or cannot remove or cure such objections on or before the thirtieth day after receipt of written notice of such objections ("Survey Cure Date"), then Buyer having made such objections may either: (A) terminate this Agreement, by giving Seller written notice thereof on or before the Survey Cure Date, in which event this Agreement shall be deemed canceled and of no further force or effect, and the parties hereto shall have no further obligations hereunder (except obligations hereunder that expressly survive termination of this Agreement); or (B) waive such objections and proceed to Closing without reduction as to the applicable purchase price. If a Buyer elects not to obtain a Survey for the Exchange Property it is receiving, then such Buyer will take

title subject to the standard exceptions under a title commitment pertaining to survey related matters, and such standard exceptions shall be deemed Permitted Exceptions (as defined below).

5. INSPECTION RIGHTS; DUE DILIGENCE MATERIALS.

a. Upon execution of this Agreement (except as may be limited below with respect to the HF2M Property), and following reasonable prior written notice, Buyer shall be provided with full access to the Exchange Property and shall be permitted to inspect and examine the Exchange Property, as well as all conditions relating thereto including, without limitation, zoning, drainage, flood control, water, sewage, electricity, gas and other utility connections, economic feasibility, construction suitability, submittals, the parcel map (and any conditions thereto) and any other matter, element or concern with respect to the operation of the Exchange Property. Without limiting the generality of the foregoing (but except as may be limited below with respect to the HF2M Property), Buyer shall have the right to perform any Phase I environmental assessment (and if the Phase I indicates the need for a Phase II, a Phase II inspection provided the Buyer obtains the Seller's written consent therefore, which consent shall not be unreasonably withheld), or any other investigation that would require drilling or extraction, but shall not physically alter or change the physical condition of the Exchange Property. Except as expressly required by applicable law or contract, Buyer shall keep the results and findings of Buyer's studies and inspections of the Exchange Property confidential from the public or any third parties. No examination, inspections or tests by Buyer shall unreasonably interfere with, or damage, any current use of the Exchange Property by Seller. Buyer shall have until December 31, 2019, in which to object in writing to any matter discovered during inspection and/or investigation pursuant to this paragraph 5 which makes the Exchange Property unsuitable for the Buyer's purposes, in the Buyer's sole judgment. Seller shall have no responsibility whatsoever for curing any such objections; provided however, Seller, at its option, may elect to cure such objections by giving Buyer written notice of Seller's intention to cure such objections within five (5) business days after receipt of Buyer's written notice thereof. If Seller fails to give Buyer written notice within five (5) business days after receipt of written notice of the inspection objections or elects not to remove or cure or cannot remove or cure such objections on or before the thirtieth day after receipt of such objection notice ("Inspection Cure Deadline"), then Buyer having made such objections may either: (1) terminate this Agreement, by giving Seller written notice thereof on or before the Inspection Cure Deadline, in which event this Agreement shall be deemed canceled and of no further force or effect, and the parties hereto shall have no further obligations hereunder (except obligations hereunder that expressly survive termination of this Agreement); or (2) waive such objections and proceed to Closing without reduction as to the applicable purchase price.

b. Prior to entry upon the Exchange Property, the Buyer shall provide the Seller with reasonably satisfactory evidence of the Required Buyer Insurance. As used herein, "Required Buyer Insurance" means Commercial General Liability Insurance on an "occurrence" basis, covering the activities of Buyer and its agents, contractors, affiliates and representatives on or about the Exchange Property, including contractual liability, which includes, without limitation, coverage for the indemnity and hold harmless

obligations under this Agreement, against claims for bodily injury, personal injury (with employee and contractual exclusions deleted), property damage and death, with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in aggregate, with aggregate limits of liability applying separately to Products/Completed Operations and all other general liability coverages combined. All such insurance shall be issued by an insurance company licensed in the State of Colorado reasonably acceptable to the Seller and shall name the Seller and its direct and indirect owners, and their respective agents, officers, directors, trustees, advisors, partners, managers, members, agents, owners, employees and counsel as additionally insured.

c. The District's inspection rights as set forth in this Agreement are subject to HF2M obtaining permission from its seller under the HF2M Contract, and such inspections shall be performed in accordance with the terms and conditions of the HF2M Contract. HF2M will provide to the District (at HF2M's election) either a redacted copy of the relevant terms and conditions under the HF2M Contract, or a summary of the same. HF2M, after receiving written request from the District to enter the HF2M Property, will make reasonable best efforts to obtain permission from its seller under the HF2M Contract, and will notify the District when such permission is obtained or has been rejected by the seller under the HF2M Contract.

d. Each Buyer is solely responsible for any expenses, costs (including court costs and reasonable attorneys' fees), liens and claims incurred by such Buyer and arising out of any such investigations, tests, inspections and due diligence activities, and Buyer releases Seller from any liens, claims or demands for injury or property damage incurred by Buyer as a result of Buyer's investigations, tests, inspections and due diligence activities on the Exchange Property. Buyer will, and will cause any consultant to, take all reasonable precautions to avoid any damage or alteration to the Exchange Property from the investigation, tests, inspection and due diligence activities of its employees, contractors and equipment. Any liens, and damage to the Exchange Property, or any portion thereof, resulting from the activities of Buyer or its agents or contractors, whether or not caused by negligence, will be promptly released and/or restored by such Buyer at such Buyer's expense, to its original condition promptly after completing its inspection work and any testing of the Exchange Property. The obligations in this Paragraph 5 shall survive the Closing or termination of this Agreement.

e. Due Diligence Materials. As used in this Agreement, the term "Due Diligence Materials" shall mean any plans, reports, information or documents provided by Seller to Buyer pursuant to the terms of this Agreement, including any Work Product. The term "Work Product" includes all surveys, reports, studies and documents prepared by third parties in connection with Seller's ownership and planned development of its Exchange Property. Work Product does not include Seller's internal confidential memoranda, projected budgets or other similar information relative to the Exchange Property, or Privileged Material. The term "Privileged Material" includes attorney generated reports and memoranda, and other documents protected by the attorney-client privilege.

(i) HF2M covenants that subject to the contingencies in Paragraph 1 (i.e., HF2M acquiring the Development Parcel, including the HF2M Property), following HF2M's acquisition of the Development Parcel it will provide to the District a copy of all Work Product that HF2M has generated and that are in HF2M's possession related to the HF2M Property, excluding any Privileged Material. HF2M shall have the right to mark any such Due Diligence Materials delivered to the District hereunder as "confidential", noting the provisions HF2M deems to be trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data (pursuant to C.R.S. 24-72-204 (3)(a)(IV)). The District shall maintain the information contained in and the Due Diligence Materials provided by HF2M under this Agreement in confidence, subject to the District's obligations under the Colorado Open Records Act ("CORA"), and will take all steps necessary to enforce the provisions thereof, including the right to withhold such information or to provide redacted versions pursuant to applicable law.

(ii) The District covenants that it will provide to HF2M a copy of all Work Product that the District has generated and that are in the District's possession related to the District Property, excluding any Privileged Material. The District shall have the right to mark any such report or document delivered to HF2M hereunder as "confidential", noting the provisions the District deems to be trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data. HF2M shall maintain the information contained in and the Due Diligence Materials provided by HF2M under this Agreement in confidence.

(iii) The Due Diligence Materials provided for under this Agreement shall remain confidential until after the Closing; provided, however, Buyer may disclose such information to Buyer's attorneys, consultants, and accountants; to HF2M's current or prospective business partners, investors or lenders; and in the event (and to the extent) Buyer is compelled to disclose such information by applicable law (subject to the District's obligations with respect to C.R.S. 24-72-204, above). If the exchange of the Exchange Properties is not consummated in accordance with this Agreement, regardless of the reason or the party at fault, Buyer shall immediately return, redeliver to Seller (or at Seller's election and direction, destroy) all copies of the Due Diligence Materials provided to Buyer, whether such copies were actually delivered by Seller or are duplicate copies made by Buyer.

(iv) Except as expressly set forth above in Paragraph 14 of this Agreement, and subject to the terms and conditions thereof, Buyer acknowledges and agrees that any information or documents provided by Seller to Buyer, including any Due Diligence Materials in connection with the exchange transaction under this Agreement will be furnished by Seller "AS IS" "WHERE IS", with all faults, and without any representation or warranty by Seller; provided, however, Seller agrees to inform Buyer of any material inaccuracies that are actually known to Seller contained therein at the time of delivery, if any. Any reliance placed by Buyer upon any information contained in any of the Due Diligence Materials or other

information delivered to Buyer in connection with the transaction contemplated under this Agreement shall be placed at Buyer's sole and exclusive risk, subject to Seller's obligation to disclose material inaccuracies actually known to Seller to the extent of the Seller's current actual knowledge at the time of delivery, and Seller shall have no responsibility or liability arising under or in any way relating to any information contained therein. The terms and conditions of this Paragraph 5 shall expressly survive the Closing.

6. TITLE INSURANCE/TITLE CONDITIONS.

a. Buyer shall obtain a title insurance commitment for the Exchange Property issued by a title insurance company selected by Buyer, the costs of which shall be paid by Buyer. Except as to all monetary liens and encumbrances created by the Seller, Buyer shall take title to the Exchange Property subject to all easements, covenants, restrictions, mineral leases, and other encumbrances and conditions which appear in the Schedule B-2 Exceptions to Title as provided in the insurance commitment for the Exchange Property ("Permitted Exceptions"). Seller shall have no obligation to cure or remove any exceptions affecting title to the Exchange Property that such Seller took title subject to ("Existing Exceptions"). Furthermore, the District acknowledges and agrees that the HF2M Property will be subject to exceptions recorded in connection with and shall be owned subject to the terms and conditions affecting HF2M's development of the overall Development Parcel, and that the District must comply with the terms and conditions thereof, including, without limitation, development design guidelines for the overall Development Parcel ("Entitlement Conditions"). The Existing Exceptions and the Entitlement Conditions shall be deemed part of the Permitted Exceptions. Moreover, Buyer shall take the Exchange Property subject to the inclusion of the Exchange Property within any special taxing districts, utility distribution easements, and those off-record conditions to title which have been disclosed to Buyer prior to Closing, which shall be deemed Permitted Exceptions. Seller will provide written disclosure of off-record conditions no later than ninety (90) days after the Effective Date. Unless Buyer objects in writing to the Existing Exceptions or Entitlement Conditions, or any other Permitted Exceptions or condition of title to the Exchange Property, or to any off-record disclosure, by December 31, 2019 ("Title Objection Deadline"), Buyer shall be deemed to have accepted the conditions to title as satisfactory. The District does not hereby waive any exemptions, rights, or authority it has or may have under any state or federal law, rule, or regulation.

Buyer shall have until the Title Objection Deadline to object in writing to any matter which appear in the Schedule B-2 Exceptions to Title as provided in the insurance commitment for the Exchange Property, or any other matter referenced in the preceding paragraph, which makes the Exchange Property unsuitable for the Buyer's purposes, in the Buyer's sole judgment. Seller shall have no responsibility whatsoever for curing any such title objections; provided however, Seller, at its option, may elect to cure such objections by giving Buyer written notice of Seller's intention to cure such objections within five (5) business days after receipt of Buyer's written notice thereof. If Seller fails to give Buyer written notice within five (5) business days after receipt of written notice of the title objections or elects not to remove or cure or cannot remove or cure such objections on or before the thirtieth day after receipt of such objections ("Title Cure Deadline"), then Buyer having made such objections may either: (1) terminate this Agreement, by giving Seller written notice thereof on or before the tenth business day after such Title Cure Deadline,

in which event this Agreement shall be deemed canceled and of no further force or effect, and the parties hereto shall have no further obligations hereunder (except obligations hereunder that expressly survive termination of this Agreement); or (2) waive such objections and proceed to Closing without reduction as to the applicable purchase price.

b. If there is an endorsement or update to the title commitment issued or obtained by Buyer after the Title Objection Deadline that adds a new exception to title (except for any Entitlement Conditions, or new exceptions caused by, through or under the Buyer), a copy of the new exception to title and the modified title commitment will be delivered to Buyer. Buyer has until the earlier of five (5) business days prior to Closing or five (5) days after receipt of such documents by Buyer to review and object to any such new exception or material change to the title commitment. Seller shall have no responsibility whatsoever for curing any such new title objections; provided however, Seller, at its option, may elect to cure such objections by giving Buyer written notice of Seller's intention to cure such objections within two (2) business days after receipt of Buyer's written notice thereof ("New Exception Response Deadline"). If Seller fails to give Buyer written notice by the New Exception Response Deadline or elects not to remove or cure or cannot remove or cure such objections on or before Closing, then Buyer having made such new title objections may either: (1) terminate this Agreement, by giving Seller written notice thereof on or before ten days after the New Exception Response Deadline, in which event this Agreement shall be deemed canceled and of no further force or effect, and the parties hereto shall have no further obligations hereunder (except obligations hereunder that expressly survive termination of this Agreement); or (2) waive such objections and proceed to Closing without reduction as to the applicable purchase price.

c. If Buyer elects not to obtain a title commitment for the Exchange Property it is acquiring, then the Permitted Exceptions shall also include all matters affecting the Exchange Property, including, without limitation, such easements, covenants, restrictions, mineral leases, and other encumbrances and conditions which appear in the real property records of the County where the Exchange Property is located, the Entitlement Conditions and the Existing Conditions.

7. GEOLOGIC SUITABILITY AND GOVERNMENTAL APPROVALS.

a. The Parties acknowledge that the District is required by law to consult with the Colorado geological survey regarding potential swelling soil, mine subsidence, and other geologic hazards and to determine the geologic suitability of the HF2M Property. HF2M likewise, shall have the right to perform inspections, reports and studies related to the foregoing pertaining to the District Property. If, based upon such consultation (or if HF2M conducts such inspections, reports and studies), either HF2M or the District determines in its sole discretion that any geologic condition of the Exchange Property it is acquiring cannot be economically resolved in a manner that permits the use of the Exchange Property for the Buyer's purposes, such Buyer may, at any time up to December 31, 2019, cancel and terminate this Agreement and neither Party shall then have any further rights or obligations to the other (except obligations hereunder that expressly survive termination of this Agreement).

b. The Parties acknowledge that prior to closing the District is required by law to consult with the City Planning Commission (or equivalent administrative or review body for the City of Fort Collins) in order that the proposed site shall conform to the adopted plan of the community insofar as is feasible, and that the Planning Commission may request a public hearing before the District's Board of Education relating to the proposed site location and/or the District's site development plan. If, based upon such consultation and review by the Planning Commission, the District determines in its sole discretion that it is not in the best interests of the District or the community to proceed with the acquisition of the HF2M Property, then the District may, at any time up to and including December 31, 2019, cancel and terminate this Agreement and neither party shall then have any further rights or obligations to the other.

8. CONVEYANCE OF HF2M PROPERTY. At the Closing, HF2M shall execute and deliver to the District a Special Warranty Deed conveying the HF2M Property and all fixtures and appurtenances thereto, subject to the Permitted Exceptions, but free and clear of all taxes, except the general taxes for the year of closing, and free and clear of all monetary liens and encumbrances created by HF2M and tenancies and leases arising during HF2M's ownership of the HF2M Property; and HF2M shall convey by quitclaim deed to the District all well water rights, if any, associated with or appurtenant to the HF2M Property in accordance with paragraph 35 below. The District agrees to take the HF2M Property AS IS, WHERE IS, WITH ALL FAULTS, IF ANY, AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED EXCEPT AS SET FORTH IN PARAGRAPH 14 BELOW.

9. CONVEYANCE OF DISTRICT PROPERTY. At the Closing, the District shall execute and deliver to HF2M a Special Warranty Deed conveying the District Property and all fixtures and appurtenances thereto, subject to the Permitted Exceptions, but free and clear of all taxes, except the general taxes for the year of closing, and free and clear of all liens, encumbrances, tenancies and leases arising during the District's ownership of the District Property; and shall convey by quitclaim deed to HF2M all well water rights, if any, associated with or appurtenant to the District Property in accordance with paragraph 35 below. HF2M agrees to take the District Property AS IS, WHERE IS, WITH ALL FAULTS, IF ANY, AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED EXCEPT AS SET FORTH IN PARAGRAPH 14 BELOW.

10. CLOSING; TITLE COMPANY. Subject to the conditions precedent set forth herein, and the termination rights of the Parties contained herein, the Closing shall be held on or about a date that is ninety (90) days after satisfaction of the latter to occur of either the acquisition contingency or the land use approval contingency set forth in paragraph 1 of this Agreement (also referred to as the "Term" of this Agreement), or such other date as is mutually agreed upon in writing by the Parties. The Parties will designate a title company reasonably and mutually acceptable to both to serve as the "Title Company" assigned to handle the Closing, and to collect and disburse funds, record and deliver documents, and do all acts and things necessary to complete the Closing.

11. RISK OF LOSS OR DAMAGE. Loss or damage to the Exchange Properties from any cause, including, but not limited to vandalism, or acts of God, from the date of this

Agreement until the conveyance of each Exchange Property from Seller to Buyer, shall be at the risk of Seller. If, prior to the Closing, the Exchange Property is destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Buyer. The Buyer, at its option, shall also have the right to proceed with specific performance of this Agreement as to the Exchange Property, despite such damage, provided that the Buyer shall be entitled to all the credit for insurance proceeds actually received prior to Closing resulting from such damage.

12. TIME IS OF THE ESSENCE. Time is of the essence hereof, and all terms, conditions, obligations and covenants shall be tendered or performed as specified herein. If any obligation hereunder is not performed or waived as herein provided, the Parties shall have such remedies as are available under applicable law.

13. AUTHORITY OF PARTIES. HF2M represents and covenants to the District that HF2M comprises all of the parties who have a fee interest in the HF2M Property, and that it has full and lawful authority to enter into this Agreement. The District represents and covenants to HF2M that the District comprises all of the parties who have a fee interest in the District Property, and that it has full and lawful authority to enter into this Agreement.

14. SELLER'S ADDITIONAL WARRANTIES. Seller represents and warrants, as of the date hereof, and as of the date of the Closing, that to the actual current knowledge of the Seller, the following are true and correct as to the Exchange Property to be conveyed by such Seller. The following representations and warranties shall be subject to contrary information contained in any exceptions to title in Buyer's title commitment, the results of the Buyer's due diligence and inspections, including, without limitation, any resulting reports, studies or tests, as well as the Due Diligence Materials obtained by such Buyer:

- a. That Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Exchange Property.
- b. That Seller has received no written or official notice of any pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Exchange Property, nor does Seller have any actual knowledge of any ground for any such litigation, proceedings or investigations.
- c. That Seller has received no written or official notice of any condemnation proceedings against the whole or any part of the Exchange Property.
- d. Subject to Paragraph 5.e, and the Seller's obligation to disclose material inaccuracies actually known to Seller to the extent of the Seller's current actual knowledge at the time of delivery, each and every document, schedule, item, and other information delivered or to be delivered by Seller to Buyer hereunder, or made available to Buyer for inspection hereunder, shall be true, accurate, and correct copies thereof.

- e. There are no special assessments which now burden or encumber the Exchange Property, and there are no special assessments currently proposed as to the Exchange Property;
- f. Except for agricultural leases which will be disclosed pursuant to Paragraph 16 below, there are no leases, tenancies or rental agreements relating to the Exchange Property except those of record .
- g. Seller has not granted or created, and has no knowledge of any third parties who may have the right to claim or assert any easement, right-of-way or claim of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Exchange Property.
- h. No part of the Exchange Property has ever been used as a land fill, and no materials have ever been stored or deposited upon the Exchange Property which would under any applicable governmental law or regulation require that the Exchange Property be treated or materials removed from the Exchange Property prior to the use of the Exchange Property for any purpose which would be permitted by law but for the existence of said materials on the Exchange Property.
- i. Seller has (or prior to Closing, with respect to HF2M and the HF2M Property subject to closing of the HF2M Contract, HF2M will have) good and merchantable title to the Exchange Property free and clear of all liens and encumbrances, except those disclosed in the title commitment obtained by Buyer.
- j. The individual(s) signatory hereto on behalf of Seller have full authorization and power to bind Seller to the terms and provisions hereof in all particulars, and evidence of such authorization and power has been submitted to Buyer prior to the date hereof.

Whenever a representation is qualified by the phrase "to the best of Seller's knowledge", "to Seller's knowledge", "to Seller's current actual knowledge" or by words of similar import, the accuracy of such representation shall be based solely on the actual (as opposed to constructive or imputed) knowledge of: (1) with respect to the District, Brendan Willits, the individual most familiar with the District Property; and (2) with respect to HF2M, Max Moss, the individual most familiar with the HF2M Property, in each case without independent investigation or inquiry and without any duty to conduct any investigation or inquiry. Buyer acknowledges that the designated individuals are named solely for the purpose of defining the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from the designated individual to Buyer and Buyer agrees that the designated individual shall have no personal liability under this Agreement or in connection with the transactions contemplated hereby and that the named individuals shall not be named individually in any suit, demand or proceeding relating to this Agreement or the transactions contemplated hereby. Furthermore, the District acknowledges that HF2M

is not the current owner of the HF2M Property, and has only limited knowledge as to the conditions of the HF2M Property based on its due diligence in connection with the HF2M Contract, and as of the date of this Agreement, it has not been the fee owner or operator of the HF2M Property.

15. AGREEMENTS SURVIVE CLOSING; COOPERATION OF PARTIES.

a. The Parties agree that, to the extent necessary to carry out the intent of the parties as expressed herein, and except for warranties pertaining to the title to the Exchange Property acquired (which warranties shall be deemed to have merged with the deed delivered at Closing) all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the Closing, and shall continue after said Closing to be binding upon and inure to the benefit of the Parties, their successors and assigns, for a period of one (1) year following the Closing.

b. The Parties will cooperate in good faith with and require its agents, employees, subcontractors and other representatives to cooperate with all other parties involved in the transactions contemplated herein. The Parties shall execute any and all documentation reasonably required by the other Party or any appropriate governmental authorities to effectuate any agreement pertaining to the overall development of the Development Parcel, the HF2M Property and the District property, including, without limitation, execution of the plat, development agreements and other instruments required in connection with HF2M obtaining the Entitlement Conditions. Each Party will cooperate with and not object to the formation of any new special districts or metropolitan districts established in accordance with applicable law, so long as they do not materially adversely affect the fair market value of the Exchange Property it is acquiring hereunder.

16. PROPERTY DISCLOSURE.

a. Within thirty (30) days after the mutual execution hereof, Seller shall deliver to Buyer Seller's Property Disclosure, using the "Land" form attached hereto as Exhibit C, completed by Seller to Seller's actual knowledge, current as of the date of submittal of the completed form and shall disclose to Buyer in writing any latent defects actually known by Seller. Buyer shall have until December 31, 2019, in which to object in writing to any matter disclosed pursuant to this subparagraph 16.a. which makes the Exchange Property unsuitable for the Buyer's purposes, in the Buyer's sole judgment.

b. Seller shall have no responsibility whatsoever for curing the condition(s), if any, raised by the Buyer in objection(s) pursuant to paragraph 16.a. above; provided however, Seller, at its option, may cure or remove the condition(s) giving rise to the objection(s) and give Buyer written notice of such cure or removal within fifteen (15) business days after receipt of the Buyer's written notice of objection(s). If Seller elects not to cure or remove the condition(s) giving rise to the objection(s) and give Buyer written notice of same within fifteen (15) business Days after receipt of written notice of the objection(s), or is unable to cure or remove such condition(s) within such fifteen business day period, then the Buyer may either: (i) terminate this Agreement by giving written notice to the other party not later than ten days after expiration of such fifteen business day period, in which event this Agreement shall be deemed canceled and of no further force or effect, and the parties hereto shall have no further obligations hereunder (except obligations

hereunder that expressly survive termination of this Agreement); or (ii) waive such objection(s) and proceed to Closing.

c. Except as otherwise provided in this Agreement, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

17. SELLER OBLIGATIONS PRIOR TO CLOSING. Between the date of execution of this Agreement and the Closing, Seller shall not sell, assign, rent, lease, convey, or grant a security interest in or otherwise dispose of, encumber or cause or permit any change in status of title to the Exchange Property, except for the Entitlement Conditions. Seller further agrees that it shall not cause or permit any adverse change in the physical condition of the Exchange Property, acts of god and normal wear and tear excepted.

18. AGRICULTURAL LEASES. Buyer acknowledges that all or a portion of the Exchange Property may be subject to a grazing or agricultural lease. Buyer and Seller agree that there shall be no proration of lease or rental payments for any existing leases at Closing. From the period of execution of this Agreement until the time of Closing, Seller shall not renew or extend any grazing or agricultural lease without the prior approval of Buyer. At the election of Buyer communicated to the Seller not later than ninety (90) days prior to Closing, Seller shall either (i) cause the grazing and/or agricultural leases affecting the Exchange Property to be terminated prior to Closing, or (ii) cause the existing grazing and/or agricultural lease(s) affecting the Exchange Property to be assigned to the Buyer at Closing.

19. SPECIFIC PERFORMANCE. If at Closing, Seller is in default under this Agreement such that Seller is unable or unwilling to convey good and merchantable title to Buyer, then notwithstanding any provision hereof to the contrary, provide that Buyer has performed its obligations under this Agreement, Buyer may, at its option proceed with this Agreement and waive any defects in title which Buyer, in its sole discretion, determines can be waived, and may bring an action against Seller for specific performance, and receive its attorneys' fees and costs in connection with such specific performance action. If Buyer is unable to pursue specific performance because title to the Exchange Property has been willfully transferred by Seller with the intent to frustrate Buyer's remedy of specific performance hereunder, then Buyer may pursue any remedy or right available at law or in equity notwithstanding the limitations set forth herein; provided, however, in no event shall Seller be liable for any consequential, incidental, punitive, or special damages. The prevailing party in any action to enforce the terms of this Agreement or to seek damages in connection with a breach by the other Party hereto shall be entitled to costs and reasonable attorney's fees against the non-prevailing party for its failure to perform. Provided, however, in no event shall Seller or Buyer be liable for any consequential, incidental, punitive, or special damages.

20. COOPERATION RE IRS SEC. 1031. Seller and Buyer agree to cooperate in executing any necessary documents should HF2M elect to proceed with the purchase and sale under an IRS Sec. 1031 Like Kind exchange.

21. TANGIBLE PERSONAL PROPERTY. Seller agrees to remove all tangible personal property including, as the case may be and without limitation, computers, semi-truck trailers,

red sandstone, and all “junk” items located on the Exchange Property on or before Closing. Any personal property remaining on the Exchange Property after Closing may be disposed of by Buyer in any manner at Buyer’s sole discretion. Seller shall not remove any fixtures of any kind or nature from the Exchange Property, the same being included in the conveyance to the Buyer hereunder.

22. ENTIRE AGREEMENT. This Agreement is an integration and expresses the entire agreement between the Parties, and the Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from or in addition to the terms herein contained shall be binding on either party, or its agents or employees, hereto.

23. CHOICE OF LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado and any legal action concerning the provisions herein shall be brought in the County of Larimer, State of Colorado.

24. CONSTRUCTION OF CERTAIN TERMS. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

25. POSSESSION. Buyer shall take possession of the Exchange Property at Closing.

26. GOVERNMENTAL IMMUNITY. The Parties hereto understand and agree that the District, its officers and its employees are relying on and do not waive or intend to waive, by any provision of this Agreement, any rights, protections, or privileges provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended or otherwise available to the District its officer or employees.

27. NO THIRD PARTY BENEFITS. Nothing contained herein shall give rise to any rights or allow any claim by any third party. It is the express intention of the Parties that any third party receiving benefits from this Agreement shall be deemed an incidental beneficiary only.

28. BROKERAGE FEES. The District and HF2M agree that no brokerage fees have been incurred in connection with the exchange transaction contemplated herein, and neither party shall have any liability to the other or to any third party for such fees.

29. AGREEMENT BINDING. This Agreement shall inure to the benefit of, and be binding upon the parties their respective heirs, legal representatives, successors and assigns.

30. NOTICES IN WRITING. All notices or other communications required or provided to be sent by either Party shall be in writing and shall be: (a) personally delivered, (b) delivered by express, registered or certified U.S. mail, postage prepaid, or by hand delivery or overnight courier with an electronic copy delivered via email with all attachments, (c) are effective upon receipt, or upon refusal to accept delivery on a business day (such refusal being evidenced by the U.S. Postal Services return receipt or similar evidence from the courier company), or (d) the same day when delivered by electronic mail before 5:00 p.m. (Mountain time), or the next business day if sent after 5:00 p.m. Mountain time, so long as a

copy of such notice is also sent within one (1) business day thereafter by one of the other methods of delivery provided for herein. Notices may be delivered on behalf of the parties by their respective attorneys but in each instance must include Buyer or Seller, as the case may be, at the following addresses, or to any other address either party may designate by notice to the other party.

To the District:

Poudre School District R-1
Attn: Operations – Planning;
Brendan Willits, GISP, Planning Manager
2407 LaPorte Ave
Fort Collins, CO 80521
Email: bwillits@psdschools.org

And with a copy to:

Semple, Farrington, Everall & Case, P.C.
Attn: Darryl L. Farrington, Esq.
1120 Lincoln Street, Suite 1308
Denver, Colorado 80203
Email: dfarrington@semplelaw.com

To HF2M:

c/o HF2M Colorado
Attn: Max Moss, President
430 N College Ave. Suite 410
Fort Collins, CO 80524
Email: Max@hf2m.com

And with a copy to:

Berg Hill Greenleaf & Ruscitti
Attn: Peter C. Schaub, Esq.
1712 Pearl St
Boulder, CO 80302
Email: pcs@bhgrlaw.com

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this. The inability to deliver notice because of a changed address of which no notice was given as provided above shall be deemed to be the receipt of the notice as of the date of such inability to deliver as a result.

31. EFFECTIVE DATE. This Agreement shall be effective following mutual execution and delivery by both HF2M and the District, and shall be deemed to have an effective date as set forth in the preamble hereto. .

32. EXECUTION IN COUNTERPART. A copy of this document may be executed by each party, separately, and when each party has executed a copy hereof and delivered such

executed copy to the other party, such copies taken together shall be deemed to be a full and complete contract between the parties.

33. SECTION TITLES. The capitalized paragraph and section titles are for convenience only, and are not part of this Agreement.

34. AGREEMENT CONCERNING MINERAL RIGHTS. The parties agree that at Closing the Special Warranty Deed issued by HF2M and the Special Warranty Deed issued by the District shall each contain a restriction on the ownership and leasing of mineral rights in substantially the following form:

Grantee by its acceptance of this deed agrees on behalf of itself, its successors and assigns, that any and all of the Mineral Rights (as hereafter defined) in or under the premises described in Exhibit A ("Property") shall be subject to the following restrictions.

As used herein, "Mineral Rights" shall mean the Minerals and the Appurtenant Rights. As used herein, "Minerals" shall mean all minerals, mineral rights, oil (including, without limitation, all natural gas liquids and other hydrocarbons in liquid form), gas (including, without limitation, all coal bed methane, shale gas, helium, nitrogen, carbon dioxide, and all other hydrocarbon and non-hydrocarbon gas of any kind or character), and all minerals produced in association therewith, and all other minerals of any kind and character in each case, that are in, on, under, and that may be produced from the Property.

As used herein "Appurtenant Rights" shall mean all appurtenances relating to such Minerals, and together with all rights of ingress and egress, reversions, remainders, easements, rights-of-way, appurtenances, agreements, permits, licenses, tenements and hereditaments incident thereto for the purpose of prospecting, mining, drilling, and exploring for oil, gas and other minerals, including any rights incident thereto for storing, handling, removing, transporting, and marketing the same, and together with all bonuses, rentals, delay rentals, royalties, production payments and other benefits that are or become payable to the owner of the interests described above under the terms of any oil, gas and/or mineral lease now covering such interests.

The Grantee as owner of the aforesaid Mineral Rights shall, subject to the restrictions set forth below, have the exclusive right to execute any and all oil and gas leases and any other mineral leases or other contractual arrangements whereby the right of exploring, mining, removing and marketing of Minerals and Mineral Rights that could be transferred by Grantee to third parties, and the Grantee shall have the exclusive right to receive any and all bonuses, royalties, shut-in and/or delayed marketing payments and any other types of rental or lease payments

associated with any of the aforementioned leases or other contractual arrangements with third parties; together with the ownership of any future reversionary oil and gas and their constituents, and other Mineral Rights, in total, upon the expiration of any such lease or other contractual arrangement with third parties.

The Grantee further covenants and agrees that, to the extent within the reasonable control of Grantee: (i) that no exploration for, or development, transport or storage of the Mineral Rights will ever be conducted on or from the surface of the Property; (ii) that no lessee or other party to any aforementioned leases or other contractual arrangements with third parties shall have any right to enter upon the surface of the Property to explore, produce, extract, store or transport any such Minerals as may be produced; and that (iii) that any exploration, drilling, or pumping facility, equipment, structure, or device associated with any aforementioned leases or other contractual arrangements with third parties shall be located at least five hundred (500) feet away from the nearest boundary of the Property described in Exhibit A. If any such operations are hereafter carried on or beneath the surface of the Property by, through or under the Grantee, the Grantee shall not perform nor to the extent within Grantee's reasonable control, permit others to perform any act which may impair the subsurface or lateral support of any property adjacent to the Property or interfere with improvements thereon. The terms and conditions set forth herein with respect to the ownership of the Mineral Rights shall be subject to the covenants and agreements hereunder, and shall inure to and be binding upon the Grantee and its legal representatives, lessees, successors and assigns forever.

35. AGREEMENT CONCERNING WELLS ON EXCHANGE PROPERTY. The parties agree that at Closing the each Seller will issue a quitclaim deed conveying to Buyer the permitted wells located on the Exchange Property being conveyed to such Buyer, but that the Seller shall retain ownership of any and all surface water rights and ditch company shares and/or any other water rights related to or associated with the Exchange Property it is conveying to Buyer.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective on the last date below written.

HF2M, Inc., a Texas corporation

By: _____

Name: _____

Title: _____

Date: _____

POUDRE SCHOOL DISTRICT R-1

Date

ATTEST:

Date

Exhibit A

[District Property]

Legal Description: A TRACT OF LAND LOCATED IN THE SW QUARTER OF SECTION 32, T8N, R68W of 6th PM, BEG AT W 1/4 COR, N 89 50' 10" E 2622.74 FT TO CEN 1/4 COR, S 0 51' 56" E 2649.77 FT TO S 1/4 COR, S 89 44' 44" W 1339.28 FT ALG S LN, N 0 15' 16" W 911.83 FT, S 89 44' 44" W 459.73 FT, N 60 15' W 117 FT, N 65 47' 7" W 176.13 FT TO SE CO

As described in that certain warranty deed from MARILYN SHERWIN, STORYBOOK FARM LLC, and CAROL STORY UTHMANN to POUDRE SCHOOL DISTRICT R-1, recorded 10/05/1998, at Reception No. 19980086672, County of Larimer, State of Colorado; and in that certain quit claim deed from MIDTOWN HOMES AT STORYBOOK LLC to POUDRE SCHOOL DISTRICT R-1, recorded 04/30/2014, at Reception No. 20140021323, County of Larimer, State of Colorado, consisting of approximately 108.06 acres (+/-).

As generally depicted on the next page attached hereto and incorporated herein by reference.

For informational purposes only:

Assessor Parcel Number :8832000905

Schedule Number: R1589140

Exhibit A
[District Property]

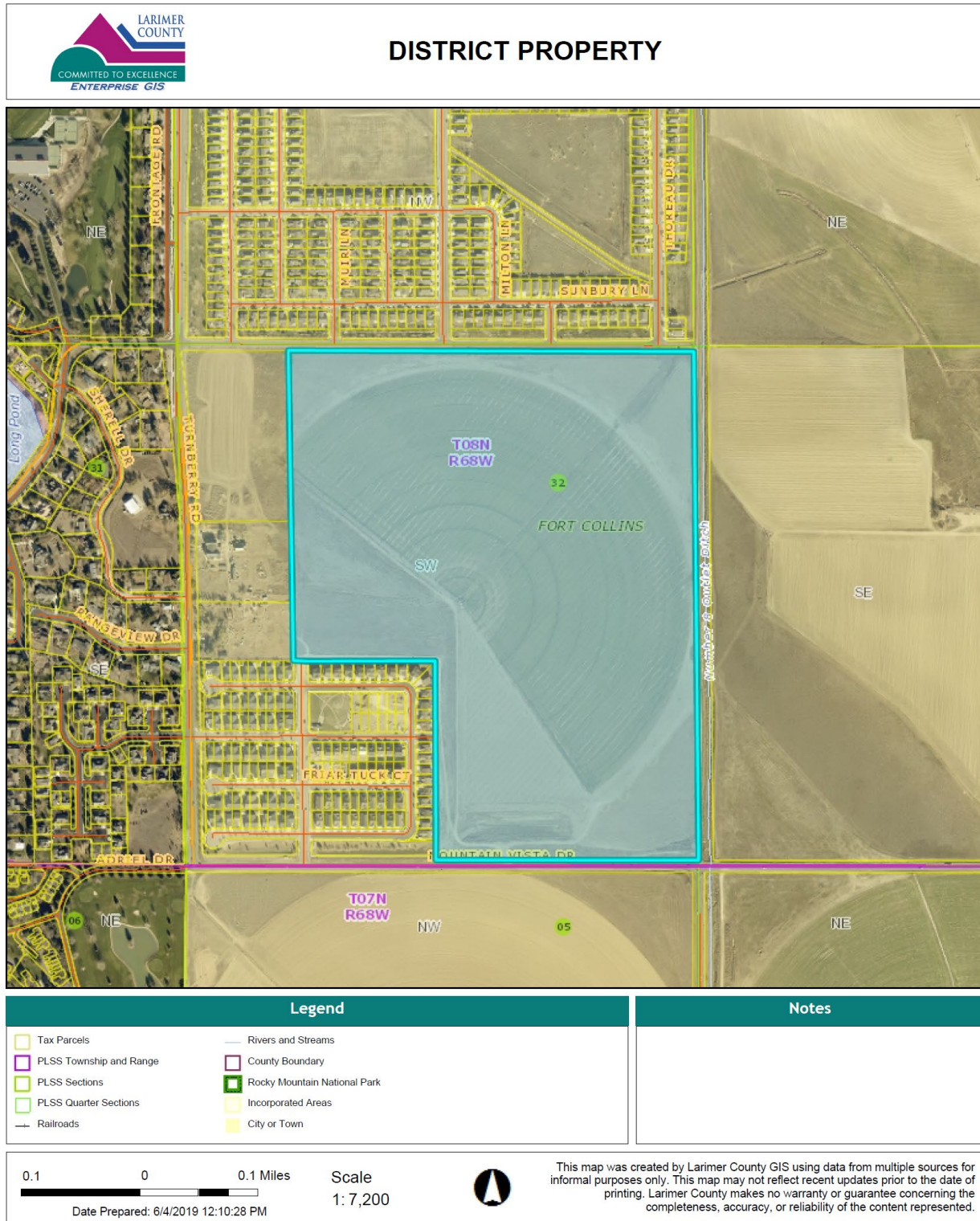


EXHIBIT B-1

[Development Parcel]

The land referred to is situated in the County of Larimer, State of Colorado and is described as follows:

Parcel 1:

A parcel of ground 200 feet in length North and South and 60 feet in width East and West in the NW¼ of Section 33, Township 8 North, Range 68 West, more particularly described as follows:

Commencing at a point on the West line of right-of-way of The Colorado Railroad Company (formerly the Fort Collins Development Railway Company) 1000 feet South of the North line of said NW¼ of said Section 33, thence South along the West line of said Colorado Railroad Company's right-of-way 200 feet, thence West parallel with the North line of said NW¼ of said Section 33 60 feet, thence North parallel with the West line of said Railroad Company's right-of-way 200 feet, thence East 60 feet to the Place of Beginning,

County of Larimer,
State of Colorado.

For informational purposes only: APN - 88330-00-003

Parcel 2:

A portion of the Northwest ¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M. as described in deeds recorded in the following books and pages of the records on file in the office of the Clerk and Recorder of Larimer County: [Book 580 at Page 564](#), [Book 677 at Page 119](#), and [Book 246 at Page 22](#), and being more particularly described as follows:

Considering the North-South centerline of said Section 33 as bearing N00°20'41"W and with all bearings contained herein relative thereto, Begin at a point on the North line of said Northwest ¼ which point bears N89°53'24"W 50.00 feet from the North ¼ of said Section 33, and run thence N89°53'24"W 60.00 feet; thence S00°20'41"E 1000.00 feet; thence S89°53'24"E 60.00 feet; thence N00°20'41"W 1000.00 feet to the Point of Beginning, EXCEPT the North 30.00 feet thereof presently used for County Road No. 52,

LESS AND EXCEPT that portion thereof conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in [Book 2289 at Page 1283](#),

County of Larimer,
State of Colorado.

For informational purposes only: APN - 88330-00-009

Parcel 3:

A portion of the Northwest ¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M. described as follows:

Considering the North-South centerline of said Section 33 as bearing N00°20'41"W and with all bearings contained herein relative thereto, begin at a point on the North line of said Northwest ¼ which point bears N89°53'24"W 125 feet from the North ¼ corner of said Section 33 and runs thence S00°20'41"E 1200 feet; thence S89°53'24"E 75 feet; thence N00°20'41"W 200 feet; thence N89°53'24"W 60 feet; thence N00°20'41"W 1000 feet; thence N89°53'24"W 15 feet to the Point of Beginning,

County of Larimer,
State of Colorado.

For informational purposes only: APN - 88330-00-011

Parcel 4:

A portion of the Northwest ¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M. as described in deeds recorded in the following books and pages of the records on file in the office of the Clerk and Recorder of Larimer County: [Book 580 at Page 564](#), [Book 677 at Page 119](#), and [Book 246 at Page 22](#), and being more particularly described as follows:

Considering the North-South centerline of said Section 33 as bearing N00°20'41"W and with all bearings contained herein relative thereto, Begin at a point on the North line of said Northwest ¼ which point bears N89°53'24"W 125.00 feet from the North ¼ corner of said Section 33 and run thence N89°53'24"W 135.00 feet along said North line; thence S00°20'41"E 914.50 feet; thence S17°16'41"E 141.60 feet; thence S29°40'41"E 293.44 feet to a point on the westerly right-of-way line of the Colorado and Southern Railroad; thence along such right-of-way line on the following courses and distances: N00°20'41"W 104.31 feet, and again N89°53'24"W 50.00 feet, and again N00°20'41"W 1200 feet to the Point of Beginning, EXCEPT the North 30.00 feet thereof presently used as a right-of-way for County Road No. 52,

County of Larimer,
State of Colorado.

For informational purposes only: APN - 88330-00-008

Parcel 5:

A portion of the NW¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M., which considering the West line of said NW¼ as bearing N00°35'40"W and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at the point of intersection of the South line of said NW¼ with the East right-of-way line of County Road No. 9, which point bears S89°48'27"E 30.00 feet from the W¼ corner of said Section 33 and run thence N00°35'40"W 1097.74 feet along said right-of-way line to a point on the South line of that parcel of land as described in Deed recorded in [Book 1277 at Page 96](#);

thence along the southerly and easterly lines of that parcel described in Deed recorded in [Book 1277 at Page 96](#), and along the easterly lines of that parcel described in Deed recorded in [Book 1336 at Page 298](#) the following eleven courses and distances:

S82°29'40"E 306.91 feet;

thence N59°51'20"E 38.29 feet;

thence S88°54'40"E 35.66 feet;

thence N00°35'40"W 215.30 feet;

thence N38°54'40"W 27.43 feet;

thence N54°36'10"W 277.55 feet;

thence N11°38'40"W 80.90 feet;

thence N02°34'40"W 16.92 feet;

thence N14°22'40"W 95.50 feet;

thence N29°56'40"W 114.42 feet;

thence N35°00'40"W 64.22 feet to a point on the East right-of-way line of County Road No. 9;

thence N00°35'40"W 792.76 feet along said East right-of-way line to its point of intersection with the South right-of-way line of County Road No. 52;

thence S89°53'24"E 2346.02 feet along said South right-of-way line to its point of intersection with the West line of land presently owned by Great Western Sugar Company, as described in Deed recorded in [Book 580 at Page 564](#);

thence along this present boundary line of Great Western Sugar Company as described in Deeds recorded in [Book 580 at Page 564](#) and in [Book 677 at Page 119](#) on the following courses and distances:

S00°20'41"W 884.50 feet, and again

S17°16'41"E 141.60 feet, and again

S29°40'41"E 293.44 feet to a point on the West right-of-way line of the Colorado & Southern Railroad as described in Deed recorded in [Book 302 at Page 236](#);

thence S00°20'41"E 1336.00 feet along said West right-of-way line as described in Deed recorded in [Book 302 at Page 236](#) to its point of intersection with the South line of said NW¼;

thence N89°48'27"W 2519.69 feet along said South line to the Point of Beginning,

LESS AND EXCEPT those portions conveyed to The City of Fort Collins, Colorado by Special Warranty Deed recorded September 14, 1984 in [Book 2289 at Page 1283](#), Warranty Deed recorded March 8, 1985 at Reception No. [85010962](#) and Warranty Deed recorded July 21, 1986 at Reception No. [86039152](#),

AND LESS AND EXCEPT that portion known as Lot 1, Block 1, of "Final Plat B.A.R.I. Barley Research Facility" recorded March 22, 1989 at Reception No. [89012104](#),

County of Larimer,
State of Colorado.

For informational purposes only: APN - 88330-00-001

Parcel 6:

A tract of land situate in the NW¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, which considering the West line of said NW¼ as bearing due South and with all bearings contained herein relative thereto is contained within the boundary lines which begin at a point which bears S. 832.13 feet from the Northwest corner of said Section 33 and run thence E. 30.00 feet; thence S. 34°25' E. 64.22 feet; thence S. 29°21' E. 114.42 feet; thence S. 13°47' E. 95.50 feet; thence S. 01°59' E. 16.92 feet; thence West 145.72 feet to a point on the West line of said NW¼; thence North 262.37 feet along said West line to the Point of Beginning, EXCEPT right of way for County Road #9 over the westerly 30 feet thereof,

County of Larimer,
State of Colorado.

For informational purposes only: APN - 88330-00-005

Parcel 7:

A portion of the NW¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M., being that parcel of land as described in Deed recorded in [Book 1277 at Page 96](#) and which, considering the West line of said NW¼ as bearing S00°35'40"E with all bearings contained herein relative thereto, is contained within the boundary lines which begin at a point which bears S00°35'40"E 1085.50 feet and again N89°24'20"E 30.00 feet from the Northwest corner of said Section 33, said Point of Beginning lying on the East right-of-way line of County Road No. 9, and run thence N89°24'20"E 115.72 feet; thence S11°38'40"E 80.90 feet;
thence S54°36'10"E 277.55 feet;
thence S38°54'40"E 27.43 feet;
thence S00°35'40"E 215.30 feet;
thence N88°54'40"W 35.66 feet;
thence S59°51'20"-- 38.29 feet;
thence N82°29'40"W 306.91 feet to a point on the East right-of-way line of County Road No. 9;
thence N00°35'40"W 453.92 feet along said East right-of-way line to the Point of Beginning,

LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in [Book 2289 at Page 1283](#),

County of Larimer,
State of Colorado.

For informational purposes only: APN - 88330-00-006

Parcel 8:

A portion of the NE¼ of Section 32, Township 8 North, Range 68 West of the 6th P.M., which considering

the East line of said NE¼ as bearing S00°35'40"E and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at the point of intersection of the South line of said NE¼ with the West right-of-way line of County Road No. 9, said Point of Beginning bearing N89°49'24"W 30.00 feet from the E¼ corner of said Section 32, and run thence N89°49'24"W 2534.49 feet along said South line to its point of intersection with the East right-of-way line of the No. 8 Outlet Ditch as described in Deed recorded in [Book 187 at Page 178](#);

thence N00°33'14"W 2611.39 feet along said East right-of-way line to its point of intersection with the South right-of-way line of County Road No. 52; thence S89°43'08"E 2532.70 feet along said South right-of-way line to its point of intersection with the West right-of-way line of County Road No. 9; thence S00°35'40"E 2606.80 feet along said West right-of-way line to the Point of Beginning, EXCEPT a strip of land 20 feet in width across the NE¼NE¼ of Section 32, Township 8 North, Range 68 West conveyed to W.C. Alford by Jacob Armstrong, Jr. in the Deed recorded May 15, 1886 in [Book 44 at Page 253](#), described as:

Commencing at a point on the North line of Section 32, about 60 rods West from the Northeast corner of said Section and running thence in a southeasterly direction to a point on the East line of Section 32 about 60 rods South of the Northeast corner of said Section,

LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in [Book 2289 at Page 1283](#),

County of Larimer,
State of Colorado.

For informational purposes only: APN - 88320-00-001

Parcel 9:

A portion of the SE¼ of Section 32, Township 8 North, Range 68 West of the 6th P.M., which considering the East line of said SE¼ as bearing S00°33'21"E and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at the point of intersection of the North line of said SE¼ and the West right-of-way line of County Road No. 9, said Point of Beginning bearing N89°49'24"W 30.00 feet from the E¼ corner of said Section 32 and run thence N89°49'24"W 2534.49 feet along said North line to its point of intersection with the East right-of-way of the No. 8 Outlet Ditch as described in Deed recorded in [Book 187 at Page 163](#);

thence S00°33'14"E 2618.38 feet along said East right-of-way line to its point of intersection with the North right-of-way line of County Road No. 50;

thence S89°57'46"E 2534.51 feet along said North right-of-way line to its point of intersection with the West right-of-way line of County Road No. 9;

thence N00°33'21"W 2612.21 feet along said West right-of-way line to the Point of Beginning,

LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in [Book 2289 at Page 1283](#),

County of Larimer,
State of Colorado.

For informational purposes only: APN - 88320-00-002

Parcel 10:

A portion of the SW¼ of Section 33, Township 8 North, Range 68 West of the 6th P.M., which considering the West line of said SW¼ as bearing N00°33'21"W and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at the point of intersection of the North line of said SW¼ with the East right-of-way line of County Road No. 9, said Point of Beginning bearing S89°48'27"E 30.00 feet from the W¼ corner of said Section 33 and run thence S00°33'21"E 2612.02 feet along said East right-of-way line to its point of intersection with the North right-of-way line of County Road No. 50;

thence N89°58'52"E 2509.99 feet along said North right-of-way line to its point of intersection with the

West right-of-way line of the Colorado and Southern Railroad Company as described in Deed recorded in [Book 289 at Page 118](#);
thence N00°20'41"W 2602.65 feet along said West right-of-way line to its point of intersection with the North line of said SW¼;
thence N89°48'27"W 2519.69 feet to the Point of Beginning,

LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in [Book 2289 at Page 1283](#),

County of Larimer,
State of Colorado.

For informational purposes only: APN - a portion of 88330-00-002

Parcel 11:

A portion of the NW¼ of Section 4, Township 7 North, Range 68 West of the 6th P.M., which considering the West line of said NW¼ as bearing N00°20'02"E and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at a point of intersection of said West line with the South right-of-way line of County Road No. 50 said Point of Beginning bearing S00°20'02"W 30.00 feet from the Northwest corner of said Section 4, and run thence N89°58'52"E 2535.02 feet along said South right-of-way line to its point of intersection with the West right-of-way line of the Colorado and Southerly Railroad Company as described in Deed recorded in [Book 171 at Page 301](#);
thence S00°03'25"W 2198.00 feet along said West right-of-way line;
thence S11°04'43"W 392.24 feet along said West right-of-way line to its point of intersection with the South line of said NW¼;
thence N89°15'23"W 2472.54 feet along said South line to the W¼ corner of said Section 4;
thence N00°20'02"E 2550.04 feet along the West line of said NW¼ to the Point of Beginning,

LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in [Book 2289 at Page 1283](#),

County of Larimer,
State of Colorado.

For information purposes only: APN - 87040-00-002

Parcel 12:

All that portion of the NE¼ of Section 4, Township 7 North, Range 68 West of the 6th P.M., lying North of the Larimer and Weld Canal contained within the boundary lines which, considering the North line of said NE¼ as bearing N89°51'W and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at a point on the West line of said NE¼, which point bears N00°03'25"E 140.00 feet from the Center ¼ corner of said Section 4, and run thence N89°34'15"E 15.00 feet;
thence N36°54'15"E 200.00 feet;
thence N55°54'15"E 200.00 feet;
thence N68°34'15"E 100.00 feet;
thence N86°34'15"E 1900.00 feet;
thence S88°25'45"E 92.96 feet to a point on the westerly right-of-way line of Highway I-25; thence along the West and South right-of-way lines of Highway I-25 as described in Deed recorded in [Book 1276 at Page 251](#) on the following courses and distances:
N00°26'E 1948.98 feet, and again N84°38'W 769.70 feet to its point of intersection with the South right-of-way line of County Road No. 50; thence N89°51'W 1629.32 feet along said South right-of-way line to its point of intersection with the West line of said Northeast ¼; thence S00°03'25"W 2444.97 feet along said West line to the Point of Beginning, EXCEPTING parcels conveyed to the Colorado Department of Highways in [Book 873 at Pages 119](#) and 124 and in [Book 1276 at Page 251](#),

LESS AND EXCEPT that portion conveyed to The City of Fort Collins by Special Warranty Deed recorded September 14, 1984 in [Book 2289 at Page 1283](#),

AND LESS AND EXCEPT those portions conveyed to The State Department of Highways, State of Colorado by Warranty Deed recorded July 28, 1986 at Reception No. [86040655](#),

County of Larimer,
State of Colorado.

For informational purposes only: APN - 87040-00-001

Exhibit B-2

[HF2M Property]

A parcel of land, approximately 108 acres (+/-) in size, which is a portion of and located in Section 4, T7N, R68W, 6th P.M., County of Larimer, State of Colorado.

Such land is generally depicted as two parcels (1 - High School Site, 72 acres with off-site detention; and 2 - Middle School Site, 36 acres with off-site detention) on the next page attached hereto and incorporated herein by reference.

The parties acknowledge that the description above is a general description only, and the foregoing is not intended to constitute a newly created legal description of a subdivided parcel (§38-35-106.5, C.R.S.), and is not intended to create a subdivision in violation of any applicable law.

For informational purposes only:

Part of Assessor Parcel Number: 8704000002

Part of Schedule Number: R 0156191

Part of Parcel 11 described on Exhibit A (Development Parcel)

EXHIBIT C
[Seller's Property Disclosure]

This form is approved for use by brokers in Colorado by the Colorado Real Estate Commission. A broker's use of this form must be limited to inserting transaction-specific information within the form. The broker may also advise the parties as to effects of the form, and the broker's use of the form must be appropriate for the transaction and the circumstances in which it is used. The broker must advise the parties that the form has important legal consequences and that the parties should consult legal counsel before signing the form.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(SPD19L-6-17) (Mandatory 1-18)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

SELLER'S PROPERTY DISCLOSURE

(☐ **LAND Supplement to Residential**)

(☐ **LAND – With Improvements**)

(☐ **LAND – Without Improvements**)

THIS DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Disclosure is correct to **Seller's CURRENT ACTUAL KNOWLEDGE** as of this Date. **Any changes must be disclosed by Seller to Buyer promptly after discovery. Seller's failure to disclose a known material defect may result in legal liability.** If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this Disclosure or not.

Note: The Contract to Buy and Sell Real Estate, not this Disclosure, determines whether an item is included or excluded; if there is an inconsistency between this Disclosure and the Contract, the Contract controls.

Date: _____

Property Address: _____

Seller: _____

Year Built: _____

I. IMPROVEMENTS

☐ **If this box is checked, there are no structures or improvements on the Property; do not complete Parts A-E.**

A.	STRUCTURAL CONDITIONS If you know of any of the following problems EVER EXISTING check the "Yes" column:	Yes	Comments
1	Structural problems		
2	Moisture and/or water problems		
3	Damage due to termites, other insects, birds, animals or rodents		
4	Damage due to hail, wind, fire, flood or other casualty		
5	Cracks, heaving or settling problems		
6			
7			

EXHIBIT C
[Seller's Property Disclosure]

B.	ROOF If you know of any of the following problems EVER EXISTING check the "Yes" column:	Yes	Comments
1	Roof leak		
2	Damage to roof		
3	Skylight problems		
4	Gutter or downspout problems		
5	Other Roof problems		

B-1.	ROOF – Other Information Do you know of the following on the Property:	Yes	Comments
1	Roof under warranty until _____ Transferable _____		
2	Roof work done while under current roof warranty		
3	Roof material: _____ Age _____		
4			
5			

C.	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Comments
1			
2			

C-1.	ELECTRICAL & TELECOMMUNICATIONS – Other Information Do you know of the following on the Property:	Yes	Comments
1	220 volt service		
2	Aluminum wiring at the outlets (110)		
3	Electrical Service: Amps _____		
4	Garage door control(s) # _____		
5			
6			

D.	MECHANICAL If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Comments
1			
2			

E.	VENTILATION, AIR, HEAT If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Comments
1	Heating System		
2			
3			

E-1.	VENTILATION, AIR, HEAT – Other Information Do you know of the following on the Property:	Yes	Age If Known	Comments
1	Heating system: Type _____ Fuel _____ Type _____ Fuel _____			
2				

EXHIBIT C
[Seller's Property Disclosure]

3				
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F.	WATER SUPPLY Do you know of the following on the Property:
1	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Cistern <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: _____ <input type="checkbox"/> Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No.

G.	WATER If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Comments
1	Water system (including lines and water pressure)		
2	Water heater(s)		
3	Water filter system		
4	Water softener		
5	Well		
6	Water System Pump		
7			
8			

G-1.	WATER – Other Information Do you know of the following on the Property:	Yes	Age If Known	Comments
1	Water heater: Number of _____ Fuel type _____ Capacity _____			
2	Well Metered			
3	Well – Date of last inspection _____			
4	Galvanized pipe			
5	Polybutylene pipe			
6				
7				

H.	SEWER If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Comments
1	Sewage system (including sewer lines)		
2	Lift station (sewage ejector pump)		
3	Sump pump(s) # of _____		
4	Gray water storage/use		
5			

H-1.	SEWER – Other Information Do you know of the following on the Property:
1	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other _____ If the Property is served by an on-site septic system, provide buyer with a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon
2	If a septic system, date latest Individual Use Permit issued: _____
3	If a septic system, date of latest inspection: _____
4	If a septic system, date of latest pumping: _____
5	
6	

EXHIBIT C
[Seller's Property Disclosure]

I.	DRAINAGE AND FLOODING If you know of any of the following NOW EXISTING on the Property check the "Yes" column:	Yes	Comments
1	Drainage, retention ponds		
2	Flooding or drainage problems		
3			
4			

J.	OTHER DISCLOSURES – INCLUSIONS If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Comments
1	Included fixtures and equipment		
2	Stains on carpet		
3	Floors and sub-floors		
4			
5			

II. GENERAL

K.	USE, ZONING & LEGAL ISSUES If you know of any of the following EVER EXISTING check the "Yes" column:	Yes	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD or non-conforming use		
2	Notice or threat of condemnation proceedings		
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		
4	Notice of zoning action related to the Property		
5	Building code, city or county violations		
6	Violation of restrictive covenants or owners' association rules or regulations		
7	Any building or improvements constructed within the past one year from this Date without approval by the owner's association or its designated approving body		
8	Any additions or alterations made		
9	Notice of ADA complaint or report		
10	Other legal action		
11	Current use of the Property		
12			
13			

L.	ACCESS & PARKING If you know of any of the following EVER EXISTING check the "Yes" column:	Yes	Comments
1	Any access problems		
2	Roads, driveways, trails or paths through the Property used by others		
3	Public highway or county road bordering the Property		

EXHIBIT C
[Seller's Property Disclosure]

4	Any proposed or existing transportation project that affects or is expected to affect the Property		
5	Encroachments, boundary disputes or unrecorded easements		
6	Shared or common areas with adjoining properties		
7	Requirements for curb, gravel/paving, landscaping		
8			
9			

M.	ENVIRONMENTAL CONDITIONS If you know of any of the following EVER EXISTING on any part of the Property check the "Yes" column:	Yes	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products		
2	Underground storage tanks		
3	Aboveground storage tanks		
4	Underground transmission lines		
5	Used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill		
6	Monitoring wells or test equipment		
7	Sliding, settling, upheaval, movement or instability of earth or expansive soils on the Property		
8	Mine shafts, tunnels or abandoned wells on the Property		
9	Within governmentally designated geological hazard or sensitive area		
10	Within governmentally designated flood plain or wetland area		
11	Dead, diseased or infested trees or shrubs		
12	Environmental assessments, studies or reports done involving the physical condition of the Property		
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells		
14	Other environmental problems		
15			
16			

N.	OTHER DISCLOSURES – GENERAL If you know of any of the following NOW EXISTING check the "Yes" column:	Yes	Comments
1	Any part of the Property now leased to others (written or oral)		
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property		
3	Any property insurance claim ever submitted for the Property (whether paid or not)		
4	Structural, architectural and engineering plans and/or specifications for any existing improvements		
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards		
6	Government special improvements approved, but not yet installed, that may become a lien against the Property		
7	Signs: <input type="checkbox"/> Owned <input type="checkbox"/> Leased		

EXHIBIT C
[Seller's Property Disclosure]

8	Signs: Government or private restriction problems		
9	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property.		
10			
11			

III. LAND – AGRICULTURAL

O.	CROPS, LIVESTOCK & LEASES If you know of any of the following conditions that NOW EXIST check the "Yes" column:	Yes	Comments
1	Crops being grown on the Property		
2	Seller owns all crops		
3	Livestock on the Property		
4	Any land leased from others: <input type="checkbox"/> State <input type="checkbox"/> BLM <input type="checkbox"/> Federal <input type="checkbox"/> Private <input type="checkbox"/> Other _____		
5			
6			

P.	NOXIOUS WEEDS If you know of any of the following conditions NOW EXIST check the "Yes" column:	Yes	Comments
1	Have any noxious weeds on the Property been identified?		
2	Have there been any weed enforcement actions on the Property?		
3	Has a noxious weed management plan for the Property been entered into?		
4	Have noxious weed management actions been implemented?		
5	Have herbicides been applied?		
6			
7			

The Colorado Noxious Weed Management Act (35-5.5-101-119 C.R.S.) enables County and City governments to implement noxious weeds management programs to reclaim infested acres and protect weed-free land. For a directory of county weed supervisors call 303-239-4173 or see: www.colorado.gov/ag/weeds.

Q.	OTHER DISCLOSURES – LAND – CONSERVATION If you know of any of the following conditions that NOW EXIST check the "Yes" column:	Yes	Comments
1	Any part of the Property enrolled in any governmental programs such as Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP), etc.		
2	Conservation easement		
3			
4			

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advisable. This Disclosure is **not** intended as a substitute for an inspection of the Property.

EXHIBIT C
[Seller's Property Disclosure]

ADVISORY TO SELLER:

Seller acknowledges that Broker will disclose to any prospective buyer all adverse material facts actually known by Broker, including but not limited to adverse material facts pertaining to the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances.

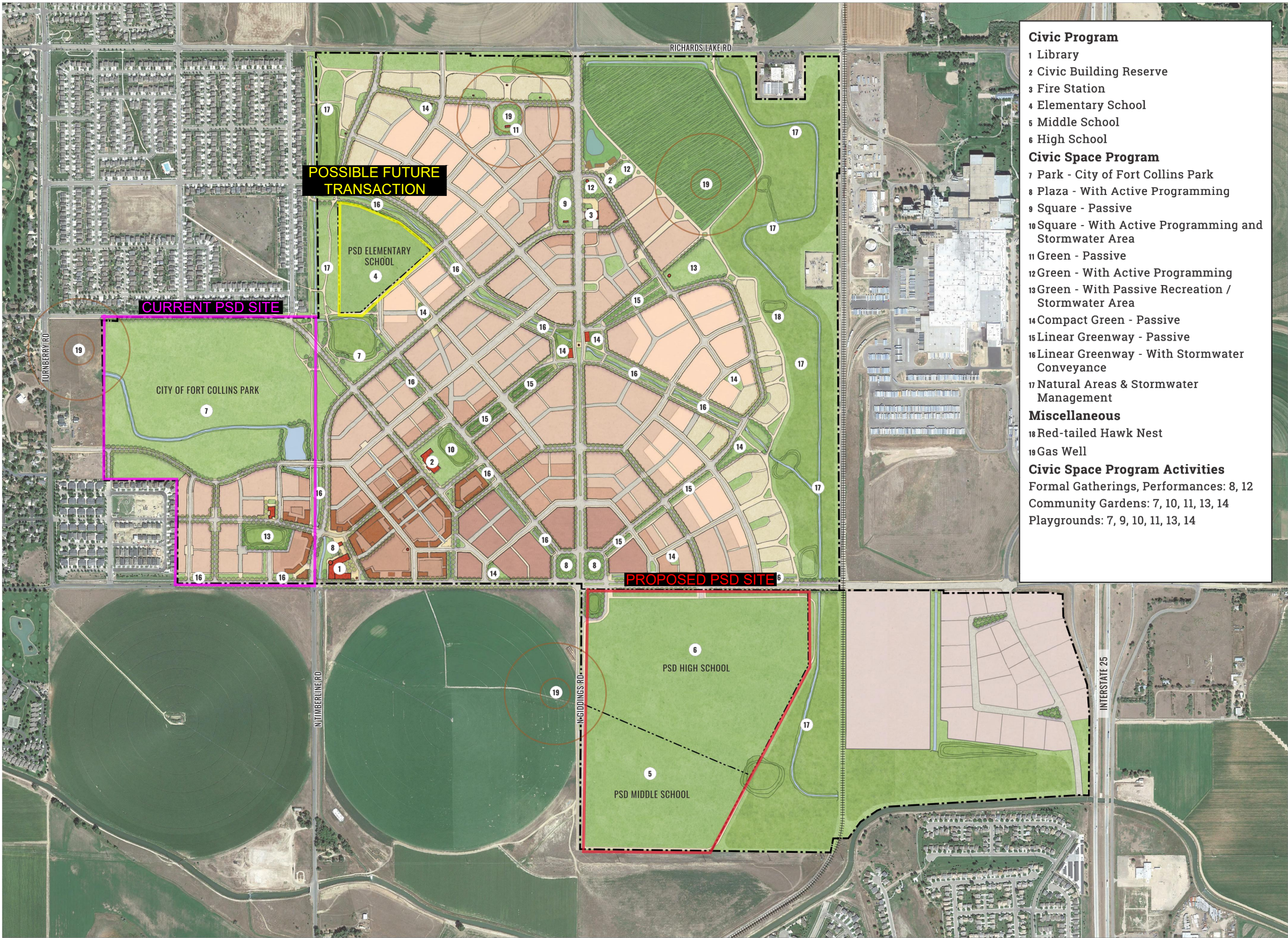
The information contained in this Disclosure has been furnished by Seller, who certifies it was answered truthfully, based on **Seller's CURRENT ACTUAL KNOWLEDGE**.

<hr/>	<hr/>
Seller	Seller
Date	Date

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters:
 - a. the physical condition of the Property;
 - b. the presence of mold or other biological hazards;
 - c. the presence of rodents, insects and vermin including termites;
 - d. the legal use of the Property and legal access to the Property;
 - e. the availability and source of water, sewer, and utilities;
 - f. the environmental and geological condition of the Property;
 - g. the presence of noxious weeds; and
 - h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.
2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.
3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.
4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.
5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.
6. Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.
7. Buyer receipts for a copy of this Disclosure.

<hr/>	<hr/>
Buyer	Buyer
Date	Date



Civic Program

- 1 Library
- 2 Civic Building Reserve
- 3 Fire Station
- 4 Elementary School
- 5 Middle School
- 6 High School

Civic Space Program

- 7 Park - City of Fort Collins Park
- 8 Plaza - With Active Programming
- 9 Square - Passive
- 10 Square - With Active Programming and Stormwater Area
- 11 Green - Passive
- 12 Green - With Active Programming
- 13 Green - With Passive Recreation / Stormwater Area
- 14 Compact Green - Passive
- 15 Linear Greenway - Passive
- 16 Linear Greenway - With Stormwater Conveyance
- 17 Natural Areas & Stormwater Management

Miscellaneous

- 18 Red-tailed Hawk Nest
- 19 Gas Well

Civic Space Program Activities

Formal Gatherings, Performances: 8, 12
Community Gardens: 7, 10, 11, 13, 14
Playgrounds: 7, 9, 10, 11, 13, 14

△	Revision & Date:

Project: MONTAVA
Client: HF2M

MONTAVA
ANNOTATED MASTER PLAN
PUD MASTER PLAN

Project Number: 1734
Date: 01/03/19
Produced by: DPZ CODESIGN

Sheet Number: