

CONTRACT TO EXCHANGE REAL PROPERTY

This Contract to Exchange Real Property (this "Contract") is made and entered into as of this ____ day of _____, 2019 (the "Effective Date"), by and between ADAMS COUNTY, State of Colorado (the "County"), B&M EQUIPMENT COMPANY, LLP, a Colorado limited liability partnership ("B&M"), and AGGREGATE INDUSTRIES-WCR, INC., a Colorado corporation ("Aggregate"). The County, B&M and Aggregate are each a "Party" and collectively the "Parties."

RECITALS:

A. The County is the owner of that certain parcel of real property legally described and depicted on **Exhibit A**, attached hereto and incorporated herein by reference (the "County Parcel").

B. B&M is the contract purchaser of that certain parcel of real property legally described and depicted on **Exhibit B**, attached hereto and incorporated herein by reference (the "B&M Parcel A"). The B&M Parcel A is currently owned by the Department of Transportation, State of Colorado ("CDOT"), and B&M is purchasing the B&M Parcel A for the sole purpose of conveying the B&M Parcel A to the County, subject to the terms of this Contract.

C. B&M is the owner of that certain parcel of real property legally described and depicted on **Exhibit C**, attached hereto and incorporated herein by reference (the "B&M Parcel B"). Together with the "B&M Parcel A" and the "B&M Parcel B" are referred to herein as the "B&M Parcel".

D. B&M is also the owner of real property located adjacent to the County Parcel and depicted on **Exhibit D**, attached hereto and incorporated herein by reference (the "B&M Main Parcel"). The B&M Main Parcel is inclusive of the B&M Parcel B.

E. Pursuant to that certain Property Lease by and between B&M, as landlord, and Aggregate, as tenant (as amended from time to time, the "Lease Agreement"), B&M, leases to Aggregate, and Aggregate, leases from B&M, a portion of the B&M Main Parcel which is located directly adjacent to the County Parcel for purposes of Aggregate constructing, maintaining and operating an asphalt plant and related facilities and improvements (collectively, the "Asphalt Plant").

F. The County intends to construct a stormwater drainage pipe within and on the County Parcel (the "Stormwater Pipe Improvements"). However, a portion of the Asphalt Plant was constructed within and on a portion of the County Parcel and continues to lie within and on such portion of the County Parcel. To avoid relocating the Asphalt Plant, B&M and Aggregate instead desire that the County construct the Stormwater Pipe Improvements within and on the B&M Parcel.

G. Consequently, the Parties desire to enter into this Contract for purposes of: (i) the transfer of the County Parcel from the County to B&M, (ii) the transfer of the B&M Parcel from

B&M to the County, and (iii) setting forth certain terms and provisions related to the construction and installation of the Stormwater Pipe Improvements, in accordance with and subject to the terms, provisions and conditions set forth in this Contract.

AGREEMENT

NOW THEREFORE in consideration of the recitals, promises and covenants set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Conveyance by the County. On the Closing Date (as defined herein), the County shall convey the County Property (defined below) to B&M by Quitclaim Deed in the form attached hereto as **Exhibit E**, which is incorporated herein by reference (the “County Deed”). As used herein, “County Property” shall mean and refer to the County Parcel, together with any improvements thereon and any and all minerals and mineral rights, rights of way, easements, improvements, utility connections (to the extent owned by the County), and other property rights appurtenant thereto or directly associated with and/or owned or used by the County in connection therewith.

2. Conveyance by B&M. On the Closing Date, B&M shall convey the B&M Property (defined below) to the County by Quitclaim Deed in the form attached hereto as **Exhibit F**, which is incorporated herein by reference (the “B&M Deed”). As used herein, “B&M Property” shall mean and refer to the B&M Parcel, together with any improvements thereon and any and all minerals and mineral rights or utility connections (to the extent owned by B&M), rights of way, easements, and other property rights appurtenant thereto or directly associated with and/or owned or used by B&M in connection therewith. Further, the County, Aggregate and B&M acknowledge and agree that B&M has, or will, convey to the County that certain Temporary Construction Easement, the form of which is, or will be, reasonably acceptable to B&M and the County, under which B&M grants to the County access and use rights with respect to a portion of the B&M Main Parcel for purposes of the County constructing a diversion ditch, as more particularly described in the Temporary Construction Easement. If the County deems an access easement on, over and across the County Property for purposes of pedestrian and vehicular ingress and egress to the extent necessary to access the B&M Parcel to construct the Stormwater Pipe Improvements (the “County Access Easement”) reasonably necessary after Closing in connection with construction of the Stormwater Pipe Improvements, then, at Closing, B&M shall convey the County Access Easement to the County by entering into an easement agreement with the County and Aggregate (to the extent that the easement area with respect to the County Access Easement lies on and over any portions of the County Parcel which Aggregate will lease after Closing), the form of which shall be reasonably acceptable to B&M, the County and Aggregate (if applicable) (the “County Easement Agreement”). If the County deems an access easement on, over and across B&M Parcel A for purposes of pedestrian and vehicular ingress and egress to the extent necessary to access the B&M Parcel to construct the Stormwater Pipe Improvements (the “Parcel A Access Easement”) reasonably necessary prior to Closing in connection with construction of the Stormwater Pipe Improvements, then, within a reasonable time after CDOT conveys title to B&M Parcel A to B&M and B&M becomes the fee owner of B&M Parcel A, B&M shall convey the Parcel A Access Easement to the County by

entering into an easement agreement with the County, the form of which shall be reasonably acceptable to B&M and the County.

3. Aggregate Deliverables.

(a) On or before the Closing Date, Aggregate shall deliver to the Title Company a check for immediately available funds in the amount of Thirty-Three Thousand Eight Hundred and Eighty-Eight and 00/100 Dollars (\$33,888.00) (the “Stormwater Pipe Funds”), which the Title Company shall deliver to the County at Closing (defined below) for use by the County to pay for costs related to redesigning the Stormwater Pipe Improvements so that the same may be constructed within and on the B&M Parcel, rather than the County Parcel. If the Closing (defined below) does not occur, then the Title Company shall return the Stormwater Pipe Funds to Aggregate.

(b) On or before the Closing Date, Aggregate shall, at its sole cost and expense, remove to the satisfaction of the County any and all portions of the Asphalt Plant from the B&M Parcel.

4. Approvals.

(a) The Parties acknowledge and agree that a Subdivision Exemption Approval (defined below) must be obtained and approved prior to effectuating each of the following Conveyances (defined below): (i) the conveyance of the B&M Parcel A by CDOT to B&M (the “CDOT Conveyance”), (ii) the conveyance of the County Property described in Section 1 above (the “County Conveyance”), and (iii) the conveyance of the B&M Property described in Section 2 above (the “B&M Conveyance,” together with the CDOT Conveyance and the County Conveyance, the “Conveyances”). The Parties shall use good faith and diligent efforts to assist in obtaining the Subdivision Exemption Approval from the County for the Conveyances, including, without limitation, coordinating efforts and assisting with respect to submitting the Subdivision Exemption Approval application and addressing any comments and requirements from County staff with respect to such application. As used herein, “Subdivision Exemption Approval” shall mean and refer to final, unappealed and unappealable, approval by the Board of County Commissioners (the “BOCC”) of an exemption from the definition of “subdivision” or “subdivided land” and requirements related thereto under Section 5-01-02.10 of the County’s Development Standards & Regulations (“Development Standards”) in accordance with the procedures set forth in Section 2-02-14 of the Development Standards.

(b) B&M and Aggregate acknowledge and agree that the County Conveyance Approval (defined below) is necessary prior to effectuating the County Conveyance. The County shall use good faith and diligent efforts to obtain the County Conveyance Approval including, without limitation, coordinating efforts and assisting with respect to submitting applications for approval of the County Conveyance Approval and addressing any comments and requirements from County staff with respect to such applications. As used herein, “County Conveyance Approval” shall mean and refer to final, unappealed and unappealable, approval by the BOCC of the County Conveyance as set forth and contemplated in this Contract.

(c) As used in Section 7, Section 8, and Section 11 below, “Approvals” shall mean and refer to, collectively, the Subdivision Exemption Approval and the County Conveyance Approval.

5. Title Commitments and Title Insurance. On or before the expiration of ten (10) days after the Effective Date (as defined herein) B&M shall deliver to the County, at its sole cost and expense, a title insurance commitment issued by the Land Title Guarantee Company (the “Title Company”) covering the B&M Parcel, along with a tax certificate and legible copies of all title exceptions related thereto. B&M shall be solely responsible for obtaining, and paying any and all costs or fees related to, a commercially reasonable policy of title insurance as the County may reasonably desire insuring title to the B&M Parcel (the “County Policy”).

6. Representations and Warranties.

(a) The County represents and warrants to B&M that, to the best of its knowledge and belief, as of the Effective Date and as of the Closing Date (unless expressly indicated otherwise):

(i) There is no litigation pending or threatened, which in any manner adversely affects the County Property;

(ii) The County has not received any notice, demand, or deficiency comment from any mortgagee or from any federal, state, county or municipal government or any agency thereof with regard to the County Property;

(iii) Other than as expressly set forth in Section 6(a)(iv) below, the County has the full right, power and authority to enter into this Contract and to perform all the terms and provisions hereof;

(iv) As of the Closing Date, the County shall have the full right, power and authority to deliver the County Deed and effectuate the County Conveyance;

(v) The County has not used, stored, treated, transported, manufactured, handled, produced or disposed of any hazardous materials on, from or affecting the County Parcel in any manner which violates any federal, state or local law, ordinance, statute, rule, regulation, judicial decision, policy, or judgment or decree (collectively, “Environmental Laws”), and no other person or entity has ever done so. Further, the County has never received any notice of any violation of any such federal, state or local laws, ordinances, rules, regulations or policies, including any Environmental Laws, with respect to the County Parcel and there have been no actions commenced or threatened for noncompliance therewith;

(vi) The County has not entered into any leases, contracts, rights of first refusal, or option agreements with any third party with respect to the County Property, nor has any other right, title or interest in or to such property been granted to any third party; and

(vii) The County has not intentionally withheld or omitted any information or materials from the Materials which the County provided to B&M pursuant to this Contract.

(b) B&M represents and warrants to the County that, to the best of its knowledge and belief, as of the Effective Date and as of the Closing Date (unless expressly indicated otherwise):

(i) There is no litigation pending or threatened, which in any manner adversely affects the B&M Property;

(ii) B&M has not received any notice, demand, or deficiency comment from any mortgagee or from any federal, state, county or municipal government or any agency thereof with regard to the B&M Property;

(iii) Other than as expressly set forth in Section 6(b)(iv) below, the County has the full right, power and authority to enter into this Contract and to perform all the terms and provisions hereof;

(iv) As of the Closing Date, B&M shall have the full right, power and authority to deliver the B&M Deed and effectuate the B&M Conveyance;

(v) B&M has not used, stored, treated, transported, manufactured, handled, produced or disposed of any hazardous materials on, from or affecting the County Parcel in any manner which violates any Environmental Laws, and no other person or entity has ever done so. Further, B&M has never received any notice of any violation of any such federal, state or local laws, ordinances, rules, regulations or policies, including any Environmental Laws, with respect to the B&M Parcel and there have been no actions commenced or threatened for noncompliance therewith;

(vi) Other than the Lease Agreement and agreements with CDOT with respect to B&M Parcel A, B&M has not entered into any leases, contracts, rights of first refusal, or option agreements with any third party with respect to the B&M Property, nor has any other right, title or interest in or to such property been granted to any third party; and

(vii) B&M has not intentionally withheld or omitted any information or materials from the Materials which B&M provided to the County pursuant to this Contract.

7. Conditions to Closing for benefit of the County. The Closing and, specifically, the obligations of the County to acquire from B&M the B&M Property and to convey to B&M the County Property, are contingent and conditional upon each of the following (which can be waived by the County):

(a) Receipt of the Approvals;

(b) B&M's and Aggregate's delivery to the Title Company of the items listed in Section 10(b) and 10(c) (respectively);

(c) Aggregate's delivery to the Title Company of the Stormwater Pipe Funds;

(d) The Representations & Warranties (defined below) of B&M shall be materially true and correct as of Closing; and

(e) B&M shall have otherwise performed its respective obligations under this Contract which are required to be performed prior to the Closing Date.

(f) The Title Company's issuance of the County Policy.

8. Conditions to Closing for benefit of B&M. The Closing and, specifically, the obligations of B&M to acquire from the County the County Property and to convey the County the B&M Property, are contingent and conditional upon each of the following (which can be waived by B&M):

(a) Receipt of the Approvals;

(b) The County's delivery to the Title Company of the items listed in Section 10(a);

(c) The Representations & Warranties (defined below) of the County shall be materially true and correct as of Closing;

(d) The County shall have otherwise performed its respective obligations under this Contract which are required to be performed prior to the Closing Date; and

(e) The Title Company's issuance of a policy of title insurance as B&M may desire insuring title to the County Parcel.

9. Remedies for Failure of a Closing Condition. If any of the conditions in Section 7 or Section 8 above are not satisfied at or prior to Closing, then the Party which is entitled to the benefit of such closing condition (whether the County or B&M) shall, at its election, and as its sole and exclusive remedies, either (a) extend the Closing Date until such conditions are satisfied, (b) proceed to the Closing and waive in writing the satisfaction of any such conditions, or (c) terminate this Contract in which event, this Contract shall be of no further force and effect the Parties shall have no further obligations hereunder except the Surviving Provisions (defined below).

10. Closing Deliverables.

(a) At or prior to Closing, the County shall deliver the following to the Title Company:

(i) The County Deed;

(ii) An executed counterpart of the County Access Easement; and

(iii) Such other instruments and documents as may be reasonably required in order to carry out the purposes of this Contract including, without limitation, any instruments or documents reasonably required by the Title Company.

(b) At or prior to Closing, B&M shall deliver the following to the Title Company:

- (i) The B&M Deed;
- (ii) An executed counterpart of the County Access Easement; and
- (iii) Such other instruments and documents as may be reasonably required in order to carry out the purposes of this Contract including, without limitation, any instruments or documents reasonably required by the Title Company.

(c) At or prior to Closing, Aggregate shall deliver the following to the Title Company:

- (i) The Stormwater Pipe Funds; and
- (ii) An executed counterpart of the County Access Easement (if applicable).

11. Closing Date. The consummation and effectuation of the Conveyance and the B&M Conveyance (the "Closing") shall be on the date that is five (5) business days after the date on which all of the Approvals are approved and received (the "Closing Date"). The Closing shall take place at the offices of Title Company.

12. Closing Costs and Prorations. Real property taxes and general and special assessments, if any, with respect to the B&M Property and the County Property shall be prorated as of the Closing Date. If real property taxes and general assessments are not known for the current year, the most recent available information shall be used to calculate the prorated portions; provided, however, special assessments for the year of Closing, if any, shall be paid at Closing. B&M and the County shall each pay one-half of any recording fees, documentary transfer fees, escrow fees and similar closing costs (which, for the avoidance of doubt, do not include any fees related to any title policies, which are governed by Section 5 above).

13. Default and Remedies.

(a) Any Party to this Contract shall be in default hereunder if such Party (the "Breaching Party") fails to cure its breach of a covenant or obligation made or undertaken by the Breaching Party hereunder within ten (10) days of the Breaching Party's receipt from any other Party which is intended as a direct beneficiary of such covenant or obligation and is entitled to enforce such covenant or obligation (an "Enforcing Party"), of a reasonably detailed notice specifying such breach (the "Breach Notice") delivered to both the Breaching Party and the other Enforcing Party (if applicable). If the breach cannot be cured within such ten-day time period despite the prompt, reasonable and diligent efforts of the Breaching Party to commence and complete such cure prior to Closing, then the Closing Date shall be extended to allow the Breaching Party a reasonable time period within which to cure the breach; provided, however, in no event shall the Closing Date be extended for more than thirty (30) days. If the Breaching Party fails to cure such breach within such ten-day time period as extended by the immediately preceding sentence and the Closing does not occur by reason of such default, then any Enforcing Party may, as their sole and exclusive remedy, either (a) terminate this Contract, or (b) seek specific performance of the Breaching Party's obligations under this Contract and the other Enforcing Party shall have the right to join such action (if applicable), provided that any action

for specific performance shall be brought within sixty (60) days after the scheduled Closing Date.

(b) The representations and warranties set forth in Section 6 above (collectively, the “Representations & Warranties,” and each a “Representation & Warranty”) and any other covenants or obligations which expressly survive Closing or earlier termination of this Contract (collectively, “Surviving Provisions”) shall survive Closing or such termination (as applicable) for a period of twelve (12) months after the Closing Date or the date of such termination (as applicable) (the “Survival Period”). All suits or actions for breach of any Surviving Provisions shall be brought within the Survival Period, or shall forever be barred. Notwithstanding the foregoing, if B&M or the County (the “Discovering Party”) obtain actual knowledge that any of the Representations & Warranties made by the other Party (whether B&M or the County) (the “Rep/Warranty Breaching Party”) are untrue prior to Closing and the Discovering Party elected to close regardless, then the Rep/Warranty Breaching Party shall have no liability to the Discovering Party in connection with such inaccurate Representation & Warranty and the Discovering Party shall be deemed to have waived any right of recovery or any other remedy with respect to the same.

(c) In no event shall any Party seek or be entitled to recover any special, consequential, punitive, speculative or indirect damages for any breach of the covenants, obligations, representations or warranties under this Contract from any other Party, all of which such damages the Parties specifically waive.

14. Disclaimers. The County and B&M each acknowledge and agree (in such capacity, the “Disclaiming Party”) that, except as expressly contained in this Contract, the deeds, and other documents delivered at Closing, neither B&M nor the County (as applicable), nor anyone acting for or on behalf of such Parties including, without limitation, Aggregate (if applicable) (B&M and the County in such capacity, together with anyone acting on such Party’s behalf, are referred to herein as the “Conveying Party”), has made any representation, statement, warranty or promise to the Disclaiming Party concerning the physical aspects and condition of the B&M Property or the County Property (as applicable), the feasibility, desirability, or adaptability thereof for any particular use, or the projected income or expenses for the B&M Property or the County Property (as applicable). Except as expressly set forth in this Contract, the deeds, or any other closing documents, the Conveying Party has not made any warranty or representation, express or implied as to the merchantability, quantity, quality, physical condition or operation of the respective properties, zoning, the suitability or fitness of the B&M Property or the County Property (as applicable) or any improvements thereon for any specific or general use or purpose, the availability of water, sewer or other utility service, or any other matter affecting or relating to the B&M Property or the County Property (as applicable), the development or use thereof including but not limited to, compliance with any Environmental Laws. The Disclaiming Party is not relying on any statement or representations made by the Conveying Party not embodied herein, in the deeds or other documents delivered at Closing. The Disclaiming Party hereto acknowledges that the provisions of this Contract for inspection and investigation are adequate to enable the Disclaiming Party to make its own determination with respect to merchantability, quantity, quality, physical condition or operation of the B&M Property or the County Property (as applicable), zoning, suitability or fitness of the B&M Property or the County Property (as applicable) or any improvements thereon, for any specific or

general use or purpose, the availability of water, sewer or other utility service or any other matter affecting or relating to the B&M Property or the County Property (as applicable), the development or use thereof, including without limitation, compliance with any Environmental Laws.

The Disclaiming Party is acquiring the B&M Property or the County Property (as applicable) based on its own inspection and examination thereof, in an "AS IS" physical condition and in an "AS IS" state of repair; and the Disclaiming Party does hereby waive and disclaim all warranties of any type or kind whatsoever with respect to the B&M Property or the County Property (as applicable) (except as expressly contained herein or in the conveyance deeds, or any other documents delivered at Closing), express or implied, including, by way of description but not limitation, those of fitness for a particular purpose, tenantability, habitability, and use.

15. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASERS SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICTS SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

16. Entire Agreement. This Contract contains the entire understanding and agreement between the Parties and all prior negotiations, agreements and understandings, oral or written, are fully merged herein and superseded hereby.

17. Commissions. The Parties represent and warrant to each other that there are no finders, real estate brokers, salesmen or other persons entitled to claim a commission or fee in relation to this transaction.

18. Further Instruments. Each Party hereto shall from time to time execute and deliver such further instruments as any other Party or its counsel may reasonably request to effectuate the intent of this Contract, including, but not limited to, documents necessary for compliance with the laws, ordinances, rules or regulations of any applicable governmental authorities.

19. Governing Law. The Parties hereto hereby expressly agree that the terms and conditions hereof and the subsequent performance hereunder, shall be construed and controlled by the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.

20. Interpretation. Article and section headings used in this Contract are for convenience or reference only and shall not affect the construction of any provision of this Contract. The language in all parts of this Contract shall be, in all cases, construed simply according to its fair meaning and not strictly for or against any of the Parties hereto, it being acknowledged and agreed that both Parties, and their respective counsel, substantially participated in the negotiation, drafting, editing and preparation of this Contract.

21. Recording. The Parties hereby covenant and agree that no Party may record this Contract or a memorandum of this Contract.

22. Exhibits. All exhibits referred to herein and attached hereto are hereby incorporated herein by this reference.

23. Assignment. No Party hereto shall have the right to assign this Contract or any of its rights or obligations hereunder to any persons, corporations or other entity without the written approval of the other Parties, which may be granted or withheld in such Parties' sole and absolute discretion.

24. Notices. All notices, consents, reports, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery (in which event the Notice shall be deemed effective when actually delivered as documented in a delivery receipt); (b) sent for next-business day delivery by a nationally recognized overnight delivery service (in which event the Notice shall be deemed effective one (1) business day after being sent); (c) sent by certified or registered mail, return receipt requested (in which event the Notice shall be deemed effective three (3) business days after being sent), or; (d) sent by email of a PDF document (in which event the Notice shall be deemed effective either on the date of delivery as documented in a delivery receipt, or upon written acknowledgement of receipt of the Notice by the Party receiving such Notice). Each Party shall be entitled to change its address for Notices from time to time by delivering to the other Parties Notice thereof in the manner herein provided for the delivery of Notices. All Notices shall be sent to the addressee at its address set forth following its name below:

To the County:

Adams County Department of Public Works
4430 S. Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601
Attn: Kristin Sullivan, Director
Email: ksullivan@adcogov.org

with a copy to:

Adams County Attorney's Office
4430 S. Adams County Parkway
5th Floor, Suite C5000B
Brighton, CO 80601
Attn: Doug Edelstein and Christine Fitch
Email: dedelstein@adcogov.org; cfitch@adcogov.org

To B&M: B&M Equipment Company, LLP
P.O. Box 566
Commerce City, CO 80037
Attn: Bud Goldberg
Email: bud@alliedrecycle.com

with a copy to: Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver, CO 80202
Attn: Sarah Mercer
Email: smercer@bhfs.com

To Aggregate: Aggregate Industries-WRC, Inc.
1687 Cole Blvd. #300
Golden, CO 80601
Attn: Brenda Shuler
Email: brenda.shuler@aggregate-us.com

25. Nonbusiness Day. If the Closing Date is to occur on a holiday or other nonbusiness day, or any period of time set forth in this Contract expires on a holiday or other nonbusiness day, then such Closing Date or expiration date shall be the next business day.

26. Attorneys' Fees. If any Party institutes proceedings to enforce any of the terms and provisions hereof, each Party shall pay its own attorneys' fees, and all other costs and expenses related thereto.

27. Compliance with Laws. During the course of complying with the provisions contained herein, the Parties hereto agree to comply with all applicable laws, rules, regulations and codes.

28. Partial Invalidity. In the event that any paragraph or portion of the Contract is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Contract shall be stricken from and construed for all purposes not to constitute a part of this Contract, and the remaining portion of this Contract shall remain in full force and effect and shall, for all purposes, constitute this entire Contract.

29. Construction of Contract. All Parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Contract and that this Contract has been prepared as a result of the joint efforts of all Parties and their respective counsel. Accordingly, all Parties agree that the provisions of this Contract shall not be construed or interpreted for or against any Party hereto based upon authorship.

30. Counterparts. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

31. Facsimile and/or .pdf. This Contract may be executed by facsimile and/or .pdf signatures, which shall be treated as an original for all purposes hereof.

32. New Encumbrances Against Property. No Party hereto will cause or permit any mortgage, deed of trust, lien, encumbrance, covenant, condition, restriction, assessment, easement, right-of-way, obligation, encroachment or liability whatsoever, to be placed of record with respect to either the B&M Parcel or the County Parcel from the Effective Date to the date of termination of this Contract.

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract, effective as of the Effective Date.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

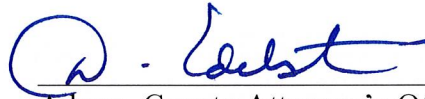
Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

Approved as to form:

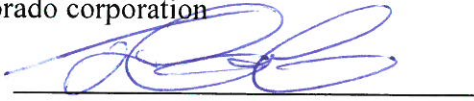
Deputy Clerk



Adams County Attorney's Office

AGGREGATE INDUSTRIES-WCR, INC.,
a Colorado corporation

By:



Name:

Seth Conlin

Title:

REGIONAL GENERAL MANAGER

B&M EQUIPMENT COMPANY, LLP,
a Colorado limited liability partnership

By: 

Name: Bruce W Goldberg

Title: Partner

[signature page follows]

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF COUNTY PARCEL

Legal Description:

A parcel of land located in the North Half of the Northeast Quarter of Section 31, Township 2 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado and a part of Outlot A, Gold Acres Industrial Park as recorded at File Number 17, Map Number 154 and Recorded at Reception number B1160643 on 27 July, 1993, and more particularly described as follows:

Commencing at the Southwest Corner of the North Half of the Northeast Quarter of said Section 31, Township 2 South, Range 67 West;

Thence North 89°32'15" West, a distance of 102.74 feet along the South line of said North Half of the Northeast Quarter of Section 31;

Thence North 42°52'15" East, a distance of 42.24 feet to a point of intersection with the North Right of Way of East 78th Avenue, and the Southeasterly line of said Outlot A;

Thence North 42°52'15" East, a distance of 242.30 feet, along the Southeasterly line of Outlot A, and the true POINT OF BEGINNING;

Thence North 81°31'45" East, a distance of 64.00 feet along the Southern line of said Golden Acres Industrial Park, Outlot A;

Thence North 42°52'15" East, a distance of 454.65 feet along the Easterly line of said Golden Acres Industrial Park, Outlot A;

Thence departing said line, South 81°31'45" West, a distance of 64.00 feet to a point on a line being 40.00 feet Northwesterly and parallel to the Southeasterly line of said Outlot A;

Thence South 42°52'15" West, a distance of 454.64 feet, along said line being 40.00 feet Northwesterly and parallel to the Southeasterly line of said Golden Acres Industrial Park, Out Lot A, to the Point of Beginning.

Said parcel containing 18176.17 square feet, more or less

Depiction:

The County Parcel is the shaded parcel labeled “Adams County to B&M” below. The Parties acknowledge and agree that the below depiction is included herein for the sole purpose of providing information related to, and an illustration of, the location of the County Parcel in relation to the B&M Parcel and in no event shall the descriptive information, labels, or other written information, in the below depiction be deemed or construed to have any effect on, or relevance with respect to, the provisions of this Contract.

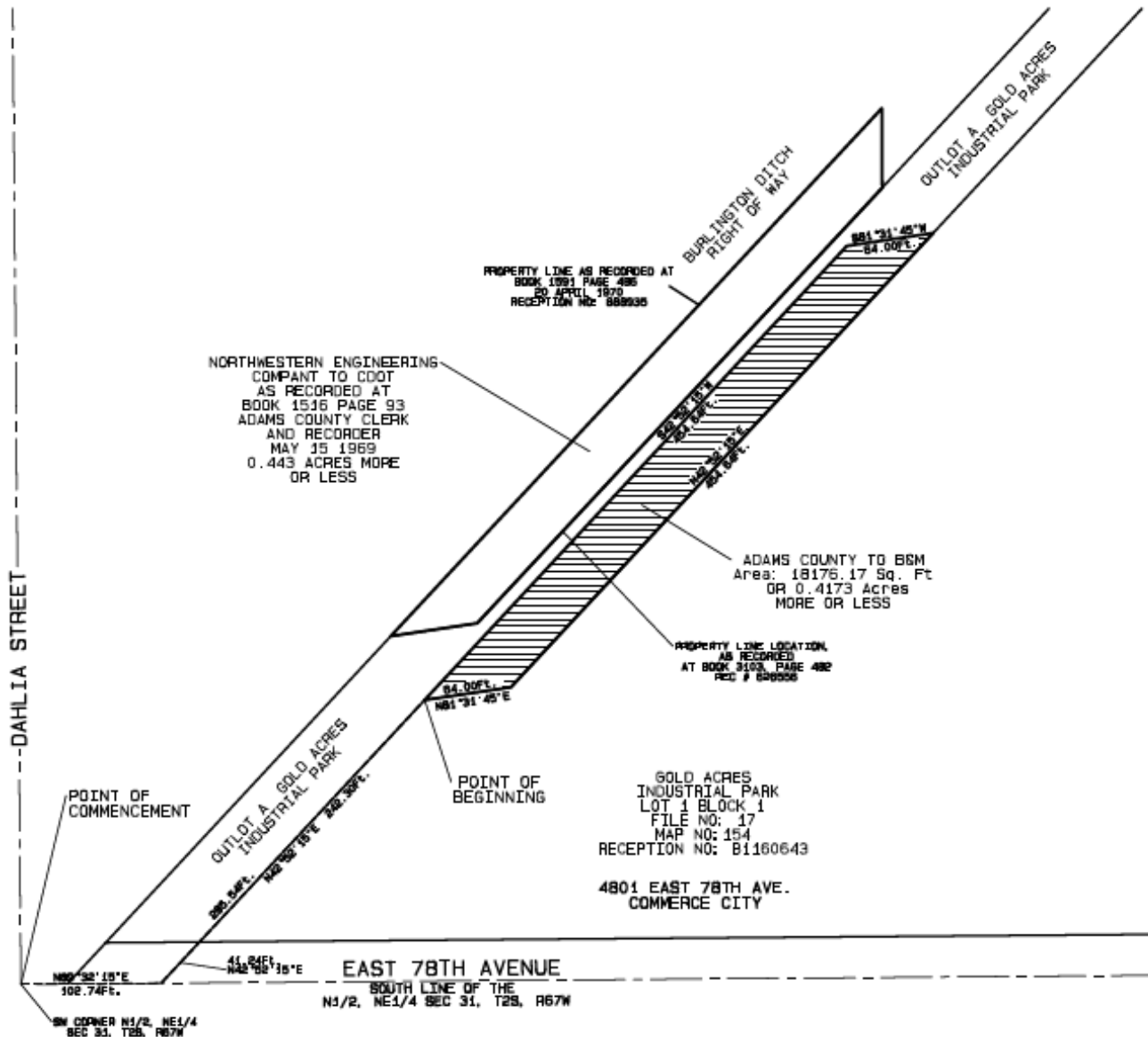


EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF B&M PARCEL A

Legal Description:

A tract or parcel of land No. 83-B Rev. of the State Department of Highways, Division of Highways, State of Colorado, Project No. I80-S-1(19)0 containing 0.443 acres, more or less, in the NW1/4 of the NE1/4 of Section 31, Township 2 South, Range 67 West, of the Sixth Principal Meridian, in Adams County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the east property line from which the N1/4 corner of Section 31, Township 2 South, Range 67 West, bears North 40°20' West, a distance of 980.2 feet;

1. Thence along the east property line, North 00°40' East, a distance of 58.3 feet
2. Thence along the northwesterly property line, South 43°24' West, a distance of 528.5 feet;
3. Thence North 82°03'30" East, a distance of 64.0 feet;
4. Thence North 43°24' East, a distance of 436.1 feet, more or less, to the point of beginning.

The above described parcel contains 0.443 acres, more or less.

The above parcel description being copied from a legal description filed at Book 1516 Page 93, Reception Number 863336, as filed at the Adams County Clerk and Recorder, 15 May 1969.

The B&M Parcel A is the shaded parcel labeled “Northwestern Engineering Compant to CDOT” below. The Parties acknowledge and agree that the below depiction is included herein for the sole purpose of providing information related to, and an illustration of, the location of the B&M Parcel in relation to the County Parcel and in no event shall the descriptive information, labels, or other written information, in the below depiction be deemed or construed to have any effect on, or relevance with respect to, the provisions of this Contract.



EXHIBIT C

LEGAL DESCRIPTION AND DEPICTION OF B&M PARCEL B

Legal Description:

A parcel of land being a portion of the vacated right-of-way of East 78th Avenue as recorded on January 10, 1992 in Book 3854 Page 866 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, located in the North Half of the Northeast Quarter of Section 31, Township 2 South, Range 67 West of the 6th Principal Meridian, being more particularly described as follows:

Commencing at the Southwest Corner of the North Half of the Northeast Quarter of said Section 31, thence North 89°32'34" East, along the Southerly line of North Half of the Northeast Quarter of said Section 31, a distance of 34.00 feet to the Southwest Corner of said vacated right-of-way and the Point of Beginning:

Thence along the Northwesterly and Northerly lines of said vacated right-of-way the following two courses and distances:

Thence North 42°52'20" East, a distance of 41.24 feet;

Thence North 89°32'34" East, a distance of 68.74 feet to the most Southeasterly Corner of Outlot A as shown on the plat of Gold Acres Industrial Park, a Subdivision recorded on July 27, 1993 in File No. 17 Map No. 154 of the records of said Adams County;

Thence South 42°52'20" West, along the Southeasterly line of said Outlot A extended Southwesterly, a distance of 41.24 feet to the Southerly line of vacated right-of-way;

Thence South 89°32'34" West, along said Southerly line, a distance of 68.74 feet to the Point of Beginning.

Containing: 2,062 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.



ADAMS COUNTY PUBLIC WORKS
EXHIBIT "B"

LOCATED in the NE1/4 of SEC 31, T2S, R67W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO



POINT OF COMMENCEMENT
SW COR. N1/2 NE1/4
SEC. 31, T2S, R67W

DAHLIA STREET

UNPLATTED
BOOK 1591 PAGE 186

OUTLOT A
GOLD ACRES INDUSTRIAL PARK
FILE #17 MAP #154

LOT 5 BLOCK 1
GOLD ACRES INDUSTRIAL PARK
FILE #17 MAP #154

AREA =
2,062 S.F. ±

78TH AVE. VACATION
FILE #17 MAP #154

L5

L1

L4

S'LY LINE N1/2 NE1/4 SEC. 31

E. 78TH AVENUE

POINT OF BEGINNING



INDICATES 78TH AVENUE VACATION
BOOK 3854 PAGE 866



Line Table		
Line #	Direction	Length
L1	N42°52'20"E	41.24'
L2	N89°32'34"E	68.74'
L3	S42°52'20"W	41.24'
L4	S89°32'34"W	68.74'
L5	N89°32'34"E	34.00'

THIS EXHIBIT IS NOT A BOUNDARY
SURVEY AND SHOULD NOT BE USED AS
SUCH. IT IS INTENDED ONLY TO DEPICT
THE ATTACHED LEGAL DESCRIPTION.

LINEAL UNITS=US SURVEY FEET



ADAMS COUNTY
COLORADO

EXHIBIT D

DEPICTION OF THE B&M MAIN PARCEL

The parcels depicted in light blue below, collectively, constitute the B&M Main Parcel. The Parties acknowledge and agree that the below depiction is included herein for the sole purpose of providing information related to, and an illustration of, the location of the B&M Main and in no event shall the descriptive information, labels, or other written information, in the below depiction be deemed or construed to have any effect on, or relevance with respect to, the provisions of this Contract

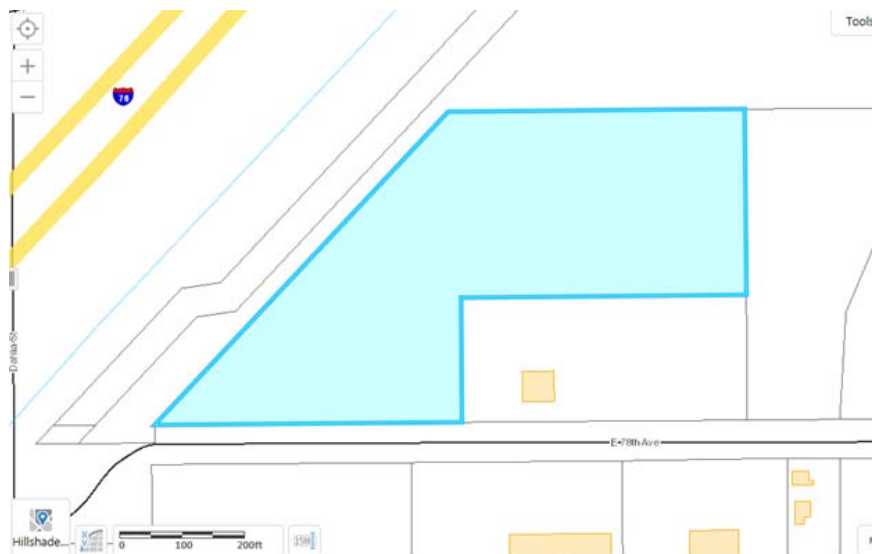


EXHIBIT E
COUNTY DEED

[see attached]

WHEN RECORDED RETURN TO:

Attn: _____

QUIT CLAIM DEED

THIS DEED is made this _____ day of _____ 20__ between Adams County, a Political Subdivision of the State of Colorado, Grantor, located at 4430 S. Adams County Parkway, Brighton, CO 80601, and B&M EQUIPMENT COMPANY, LLP, a Colorado limited liability partnership, Grantee, whose legal address is P.O. Box 566, Commerce City, CO 80037.

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUITCLAIMED, and by these presents does remise, release, sell, convey and QUITCLAIM unto Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

Property description attached as Exhibit "A."

TO HAVE AND TO HOLD the same, together with all and singular the hereditaments and appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use and benefit of the Grantee, its successors and assigns forever.

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

ATTEST:
STAN MARTIN,
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

BY:

Chair

APPROVED AS TO FORM:

Adams County Attorney's Office

Exhibit A

(Property)

A parcel of land located in the North Half of the Northeast Quarter of Section 31, Township 2 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado and a part of Outlot A, Gold Acres Industrial Park as recorded at File Number 17, Map Number 154 and Recorded at Reception number B1160643 on 27 July, 1993, and more particularly described as follows:

Commencing at the Southwest Corner of the North Half of the Northeast Quarter of said Section 31, Township 2 South, Range 67 West;

Thence North 89°32'15" West, a distance of 102.74 feet along the South line of said North Half of the Northeast Quarter of Section 31;

Thence North 42°52'15" East, a distance of 42.24 feet to a point of intersection with the North Right of Way of East 78th Avenue, and the Southeasterly line of said Outlot A;

Thence North 42°52'15" East, a distance of 242.30 feet, along the Southeasterly line of Outlot A, and the true POINT OF BEGINNING;

Thence North 81°31'45" East, a distance of 64.00 feet along the Southern line of said Golden Acres Industrial Park, Outlot A;

Thence North 42°52'15" East, a distance of 454.65 feet along the Easterly line of said Golden Acres Industrial Park, Outlot A;

Thence departing said line, South 81°31'45" West, a distance of 64.00 feet to a point on a line being 40.00 feet Northwesterly and parallel to the Southeasterly line of said Outlot A;

Thence South 42°52'15" West, a distance of 454.64 feet, along said line being 40.00 feet Northwesterly and parallel to the Southeasterly line of said Golden Acres Industrial Park, Out Lot A, to the Point of Beginning.

Said parcel containing 18176.17 square feet, more or less

EXHIBIT F

B&M DEED

[see attached]

WHEN RECORDED RETURN TO:

Attn: _____

QUITCLAIM DEED

THIS DEED, made this ____ day of _____, 201____, between **B&M EQUIPMENT COMPANY, LLP, a Colorado limited liability partnership**, grantor, whose legal address is P.O. Box 566, Commerce City, CO 80037, and **The County of Adams, State of Colorado**, grantee, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601.

WITNESS, that the grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the said County of Adams and State of Colorado, described as follows:

Legal description as set forth is Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated for _____
Assessor's schedule or parcel numbers: part of _____

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the same to the only proper use, benefit and behoove of the grantee, its successors and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Signature on Following Page)

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

GRANTOR:

B&M EQUIPMENT COMPANY, LLP,
a Colorado limited partnership

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ as _____ of B&M EQUIPMENT COMPANY, LLP, a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires: _____

Exhibit A

(Property)

Parcel 1:

A tract or parcel of land No. 83-B Rev. of the State Department of Highways, Division of Highways, State of Colorado, Project No. I80-S-1(19)0 containing 0.443 acres, more or less, in the NW1/4 of the NE1/4 of Section 31, Township 2 South, Range 67 West, of the Sixth Principal Meridian, in Adams County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the east property line from which the N1/4 corner of Section 31, Township 2 South, Range 67 West, bears North 40°20' West, a distance of 980.2 feet;

1. Thence along the east property line, North 00°40' East, a distance of 58.3 feet
2. Thence along the northwesterly property line, South 43°24' West, a distance of 528.5 feet;
3. Thence North 82°03'30" East, a distance of 64.0 feet;
4. Thence North 43°24' East, a distance of 436.1 feet, more or less, to the point of beginning.

The above described parcel contains 0.443 acres, more or less.

The above parcel description being copied from a legal description filed at Book 1516 Page 93, Reception Number 863336, as filed at the Adams County Clerk and Recorder, 15 May 1969.

[see next page for legal description of Parcel 2]

Parcel 2:

A parcel of land being a portion of the vacated right-of-way of East 78th Avenue as recorded on January 10, 1992 in Book 3854 Page 866 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, located in the North Half of the Northeast Quarter of Section 31, Township 2 South, Range 67 West of the 6th Principal Meridian, being more particularly described as follows:

Commencing at the Southwest Corner of the North Half of the Northeast Quarter of said Section 31, thence North 89°32'34" East, along the Southerly line of North Half of the Northeast Quarter of said Section 31, a distance of 34.00 feet to the Southwest Corner of said vacated right-of-way and the Point of Beginning:

Thence along the Northwesterly and Northerly lines of said vacated right-of-way the following two courses and distances:

Thence North 42°52'20" East, a distance of 41.24 feet;

Thence North 89°32'34" East, a distance of 68.74 feet to the most Southeasterly Corner of Outlot A as shown on the plat of Gold Acres Industrial Park, a Subdivision recorded on July 27, 1993 in File No. 17 Map No. 154 of the records of said Adams County;

Thence South 42°52'20" West, along the Southeasterly line of said Outlot A extended Southwesterly, a distance of 41.24 feet to the Southerly line of vacated right-of-way;

Thence South 89°32'34" West, along said Southerly line, a distance of 68.74 feet to the Point of Beginning.

Containing: 2,062 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.



ADAMS COUNTY PUBLIC WORKS
EXHIBIT "B"

LOCATED in the NE1/4 of SEC 31, T2S, R67W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO



DAHLIA STREET

UNPLATTED
BOOK 1591 PAGE 186

OUTLOT A
GOLD ACRES INDUSTRIAL PARK
FILE #17 MAP #154

LOT 5 BLOCK 1
GOLD ACRES INDUSTRIAL PARK
FILE #17 MAP #154

POINT OF COMMENCEMENT
SW COR. N1/2 NE1/4
SEC. 31, T2S, R67W

L5

L1

L2

L3

L4

POINT OF BEGINNING

AREA =
2,062 S.F. ±

78TH AVE. VACATION
FILE #17 MAP #154

S'LY LINE N1/2 NE1/4 SEC. 31

E. 78TH AVENUE



INDICATES 78TH AVENUE VACATION
BOOK 3854 PAGE 866

Line Table

Line #	Direction	Length
L1	N42°52'20"E	41.24'
L2	N89°32'34"E	68.74'
L3	S42°52'20"W	41.24'
L4	S89°32'34"W	68.74'
L5	N89°32'34"E	34.00'

THIS EXHIBIT IS NOT A BOUNDARY
SURVEY AND SHOULD NOT BE USED AS
SUCH. IT IS INTENDED ONLY TO DEPICT
THE ATTACHED LEGAL DESCRIPTION.

LINEAL UNITS=US SURVEY FEET



ADAMS COUNTY
COLORADO