

WARRANTY DEED

THIS DEED, Made this 30 day of November, 2016 between

Nursery Acres Limited Partnership, a Colorado limited partnership

Organized and existing under the laws of the State of Colorado, grantor and

Jay Foley Properties, L.L.C., a Montana limited liability company

whose legal address is: 1640 Monad Road, Billings, MT

Organized and existing under the laws of the State of Montana, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of **One Million One Hundred Fifty Thousand Dollars and No/100's (\$1,150,000.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Adams, and State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Doc Fee
\$115.00

also known by street and number as 10345 Havana Street , Henderson, CO 80640

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and 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, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with **Record Title**.

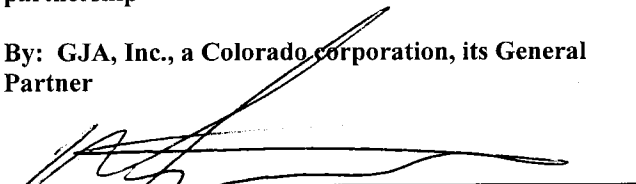
The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

SELLER:

Nursery Acres Limited Partnership, a Colorado limited partnership

By: GJA, Inc., a Colorado corporation, its General Partner


By: Michael A. Jeronimus, President



STATE OF COLORADO
COUNTY OF Denver

}ss:

The foregoing instrument was acknowledged before me this 30 day of November, 2016 by Michael A. Jeronimus as President of GJA, Inc., the general partner of Nursery Acres Limited Partnership, a Colorado limited partnership

Mari O'Brien Alt
Notary Public

Witness my hand and official seal.

My Commission expires:

MARI O'BRIEN ALT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114023204
MY COMMISSION EXPIRES APRIL 18, 2019

Exhibit A

That part of the Northeast One-Quarter of Section 15, Township 2 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, described as:

Commencing at the Northeast corner of said Section 15; Thence South 00 degrees 01 minutes 40 seconds West along the East Line of said Northeast One-Quarter along distance of 662.30 feet to a point on the North Line of a Public Service Company of Colorado Right of Way as described in Book 985 at page 450, Adams County Records;

Thence South 89 degrees 54 minutes 44 seconds West along the North Line a distance of 30.00 feet to the Point of Beginning, thence continuing North 89 degrees 54 minutes 44 seconds West along said North Line a distance of 1571.57 feet to a point on the Southeasterly right of way line of Interstate as described in Book 616 at Page 468, Adams County Records, said point being a point of non-tangent curve to the left, the radius of said curve is 5855.00 feet, the delta of said curve is 00 degrees 12 minutes 00 seconds, the chord of said curve bears North 54 degrees 52 minutes 53 seconds East, 20.44 feet; Thence along the arc of said curve and along said Southeasterly Right of Way Line a distance of 20.44 feet to the end of said curve; thence along said Southeasterly Right-of-Way Line as follows:

North 54 degrees 47 minutes 00 seconds East a distance of 919.60 feet; thence North 85 degrees 30 minutes 30 seconds East a distance of 680.20 feet; thence South 49 degrees 13 minutes 00 seconds East a distance of 165.98 feet, to a point 30.00 feet West of the East line of said Northeast One-Quarter; thence South 00 degrees 01 minutes 40 seconds West parallel with said East Line a distance of 484.51 feet to the Point of Beginning.

Excepting therefrom those portions in deeds recorded March 27, 2012 at Reception No. 2012000022427 and June 5, 2012 at Reception No. 2012000040433.