

RESOLUTION NO. 11-25

A RESOLUTION AUTHORIZING THE PURCHASE BY THE SOLID WASTE ENTERPRISE OF THE CITY OF GRAND JUNCTION THE REAL PROPERTY LOCATED AT 365 32 ROAD FOR THE ESTABLISHMENT OF A REGIONAL MATERIALS RECOVERY FACILITY (MRF) AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

The City Manager and the City General Services Division Director have negotiated for the purchase of the real property located at 365 32 Road, Grand Junction, Colorado (Property) for the City Solid Waste Enterprise to acquire property to develop a regional Materials Recovery Facility (MRF) to enhance recycling operations, reduce landfill dependency, and advance sustainability goals.

Following an extensive feasibility study and a Request for Proposal process to identify a suitable partner, the City collaborated with Bruin Waste and determined that acquiring an existing facility would be the most efficient and cost-effective approach to advance goals and purposes of the MRF.

On February 19, 2025, the City Council approved a Development Agreement with Bruin Waste, which included assigning a real estate contract for the MRF project (Contract). The City Council's acceptance of the assignment of the Contract and authorization to purchase the Property in accordance therewith is approved by and with the Resolution.

The Property, the former home of Halliburton, has been subdivided into four lots and is now designated as the Grand Mesa Industrial Park. The Property includes a 58,275-sq.ft. building on 10.5 acres of land. The purchase price is \$5.6 million dollars.

On February 11, 2024, the City Planning Commission approved a Conditional Use Permit allowing the establishment of the MRF. The Contract to purchase is scheduled to close on March 7, 2025. The City Council having considered the Contract and being duly advised in the premises does find that the purchase of the Property is necessary, proper and in the interest of the public health, safety and welfare.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. That in consideration and adoption of the Recitals, the City Council hereby authorizes the purchase of the Property for \$5,600,000 as provided in the attached Contract. All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of the Property which are consistent with the provisions of the Contract and this Resolution are hereby ratified, approved and confirmed.

2. That the City Council hereby authorizes the expenditure of \$5,600,000 for the purchase of the Property to be paid at closing plus normal and customary closing costs for the purchase of the Property to be paid at closing as provided in the Contract.

3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the Contract as necessary or desirable to complete the purchase of the Property.

PASSED and ADOPTED this 5th day of March 2025.



Abram Herman
President of the City Council



ATTEST:


Selestina Sandoval
City Clerk

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

CLOSING INSTRUCTIONS

Date: April 30, 2025
Escrow No.: 109-2502103-S

1. **PARTIES, PROPERTY.** GJ Partners, LLC, a Colorado limited liability company, Seller, and City of Grand Junction, a home rule municipal corporation of the State of Colorado, Buyer, Engage First Integrity Title Company, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No.

365 32 Road, Grand Junction, CO 81504

Street Address City State Zip

and more fully described in the Contract to Buy and Sell Real Estate, dated February 6, 2025, including any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement shall control, subject to subsequent amendments to the Contract or this Agreement.

2. **TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company Agrees Does Not agree that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company Agrees Does Not agree to furnish copies of Exceptions.
3. **INFORMATION, PREPARATION, CLOSING, RECORDING.** Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare (excluding legal documents), deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.
4. **PREPARATION OF DOCUMENTS.** The Closing Company will prepare the necessary documents to carry out the terms and conditions of the contract to include:

4.1. **Deed.** If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of exceptions other than the "statutory exceptions", the Buyer and Seller will hold the Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate broker working with either the Buyer or the Seller is not responsible for reviewing or approving any deed not prepared by the real estate broker.

4.2. **Bill of Sale.** If the transaction includes the sale of personal property (i.e. within the Contract or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as their scrivener. The Buyer and Seller understand that the bill of sale is a legal document and it is recommended that it be reviewed and approved by their respective attorneys.

4.3. **Closing Statement.** Closing Company will prepare and deliver accurate, complete and detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller. Closing Statements will be prepared in accordance with the Contract and written instructions from the Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an Agreement to Amend/Extend Contract.

5. **CLOSING FEE.** Closing Company will receive a fee of \$750.00 for providing closing and settlement services (Closing Fee).
6. **RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 9 and 10 and 11.
7. **DISBURSER.** Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing agent can assure that payoff of loans and other disbursements will actually be made.
8. **SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of Closing as indicated: Cashier's Check, at Seller's expense Funds Electronically Transferred (wire transfer) to an account specified by Seller, at Seller's expense Closing Company's trust account check. **DEFAULT FUNDS ELECTRONICALLY TRANSFERRED**
9. **CLOSING STATEMENT.** Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

- 10. FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.
- 11. RETURN OF EARNEST MONEY.** Except as otherwise provided in § 11, Earnest Money Dispute, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.
- 12. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole subjective discretion, has several options: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.
- 13. SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.
- 14. CHANGE IN OWNERSHIP OF WATER WELL:** Within sixty days after Closing, Closing Company shall submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available and the Division shall be responsible for obtaining the necessary well registration information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer completes any required form.
- 15. FIRPTA AND COLORADO WITHHOLDING.**
- 15.1. FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to determine Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Internal Revenue Service.
- 15.2. Colorado Withholdings.** Seller agrees to cooperate with Closing Company to provide any reasonably requested documents to determine Seller's status. If withholding is required under Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Colorado Department of Revenue.
- 16. DEPOSITS.** Buyer(s) and/or Seller(s) hereby authorizes Closing Company to deposit all funds in an FDIC insured account. Buyer(s) and/or Seller(s) hereby acknowledges and agree that Closing Company may receive an earnings credit or other benefit from this account unless prohibited by law. Buyer(s) and/or Seller(s) hereby acknowledge they may elect to receive the interest on their deposits by paying an administrative fee to the closing company.
- 17. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)
- 18. COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.
- 19. BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this transaction, copies of all signed documents that such real estate brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both Buyer and Seller to deliver their respective Closing Statement to one or both real estate brokers involved in the transaction.
- 20. NOTICE, DELIVERY AND CHOICE OF LAW.**
- 20.1. Physical Delivery and Notice.** Any document, or notice to another party must be in writing, except as provided in §20.2 and is effective when physically received by such party.
- 20.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to another party at the electronic address of the recipient by facsimile, email or _____.
- 20.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the recipient receives the information necessary to access the documents or (3) facsimile at the facsimile number (Fax No.) of the recipient.
- 20.4 Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

Buyer's Name:

City of Grand Junction, a home rule municipal corporation
of the State of Colorado

By: Michael P. Bennett
Michael P. Bennett, City Manager

Date: _____

Address: 250 North 5th Street
Grand Junction, CO 81501

Phone No.: _____
Fax No.: _____
Email Address: _____

Seller's Name:

GJ Partners, LLC,
a Colorado limited liability company

By: _____
Jillian Dinsdale, Manager

Date: _____

Address: 1660 17th Street, Suite 300
Denver, CO 80202

Phone No.: _____
Fax No.: _____
Email Address: _____

Closing Company's Name: First Integrity Title Company

Authorized Signature	Title	Date
_____	_____	_____

Address:	<u>501 S. Cherry Street, Suite 700</u> <u>Glendale, CO 80246</u>
Phone No.:	<u>(720)542-6940</u>
Fax No.:	<u>(303)648-4238</u>
Email Address:	<u>brianna.corwin@firstintegritytitle.com</u>

Buyer's Name:

City of Grand Junction, a home rule municipal corporation
of the State of Colorado

By: _____
Michael P. Bennett, City Manager

Date: _____

Address: 250 North 5th Street
Grand Junction, CO 81501

Phone No.: _____
Fax No.: _____
Email Address: _____

Seller's Name:

GJ Partners, LLC,
a Colorado limited liability company

Jillian Dinsdale
By: _____
Jillian Dinsdale, Manager

Date: _____

Address: 1660 17th Street, Suite 300
Denver, CO 80202

Phone No.: _____
Fax No.: _____
Email Address: _____

Closing Company's Name: First Integrity Title Company

Brianna Corvin Escrow 4/30/25
Authorized Signature Title Date
Officer

Address: 501 S. Cherry Street, Suite 700
Glendale, CO 80246
Phone No.: (720)542-6940
Fax No.: (303)648-4238
Email Address: brianna.corvin@firstintegritytitle.com



501 S. Cherry Street, Suite 700
Glendale, CO 80246
Phone: (720)542-6940 Fax: (303)648-4238

UTILITY AGREEMENT

With regards to the closing of 365 32 Road, Grand Junction, CO 81504 both the buyer(s) and seller(s) fully understand that the Telephone Company, Gas Company, Electric Company and the present hazard insurance agency will not be notified by First Integrity Title Company.

The parties agree to the following:

- \$0.00 _____ Escrowed pending final reading.
- \$0.00 _____ Flat/Metered Rate Water.
- \$0.00 _____ Flat/Metered Rate Sewer.
- \$0.00 _____ Waste Water (storm drainage).
- \$0.00 _____ Solid Waste

- Water/Sewer/Waste Water has not been prorated or escrowed for because it is part of the HOA dues.
- Solid Waste has not been prorated or escrowed for because it is part of the HOA dues.

If First Integrity Title Company has escrowed funds on a metered account, First Integrity Title Company will pay any final bill and refund any monies in excess of the final bill to the appropriate party. In the event the final bill exceeds the escrowed amount, any additional charges are the responsibility of the appropriate party, and First Integrity Title Company shall not be responsible for the payment of the additional charges.

In the event of a flat rate proration, First Integrity Title Company assumes no responsibility or liability if the figures were misquoted by the utility company. Any adjustment shall be made between buyer(s) and seller(s).

Dated this April 30, 2025

SELLER:

BUYER:

GJ Partners, LLC,
a Colorado limited liability company

City of Grand Junction, a home rule municipal
corporation of the State of Colorado

Jillian Dinsdale
By: _____
Jillian Dinsdale, Manager

By: _____
Michael P. Bennett, City Manager



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By: _____
Jillian Dinsdale, Manager

By: Michael P. Bennett
Michael P. Bennett, City Manager



501 S. Cherry Street, Suite 700
Glendale, CO 80246
Phone: (720)542-6940 Fax: (303)648-4238

HOMEOWNER'S ASSOCIATION CERTIFICATION

Date: **April 30, 2025**
Property Address: **365 32 Road, Grand Junction, CO 81504**

In connection with the closing of the referenced property by First Integrity Title Company, known by the following legal description:

LOT 2, GRAND MESA INDUSTRIAL PARK,
COUNTY OF MESA, STATE OF COLORADO

It is hereby understood and agreed upon between all parties that (please check whichever is applicable and sign below):

- To the best of my/our knowledge, there is NO active Homeowner's Association.
- There is/are 0 active Homeowner's Associations and the status is reflected in the attached statements) issued by the management company(ies).
- There is/are NO active SUB ASSOCIATION(S).
- There is an active Homeowner's Association, but it is not collecting dues at this time.
- There is an active Homeowner's Association, and the dues are strictly on a voluntary basis, there are no mandatory dues required.

First Integrity Title Company has has not collected or prorated any dues for this transaction and is not responsible or liable for any payment of fees not collected due to non disclosure of an Homeowner's Association prior to closing, collections or prorations of any Homeowner's Association dues, working capital reserves or transfer fees. All parties agree to hold First Integrity Title Company harmless for the collection or payment of any such fees.

Dated this **April 30, 2025**

SELLER:

BUYER:

GJ Partners, LLC,
a Colorado limited liability company

City of Grand Junction, a home rule municipal
corporation of the State of Colorado

By: Jillian Dinsdale
Jillian Dinsdale, Manager

By: _____
Michael P. Bennett, City Manager



501 S. Cherry Street, Suite 700
Glendale, CO 80246
Phone: (720)542-6940 Fax: (303)648-4238

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Dated this **April 30, 2025**

SELLER:

BUYER:

GJ Partners, LLC,
a Colorado limited liability company

City of Grand Junction, a home rule municipal
corporation of the State of Colorado

By: _____
Jillian Dinsdale, Manager

By: *Michael P. Bennett*
Michael P. Bennett, City Manager

SELLER AFFIDAVIT AND AGREEMENT

The undersigned, being the Seller(s) of the real property described in Paragraph 11 hereof, and being first duly sworn upon oath, depose(s) and say(s):

1. OWNERSHIP: Seller is the owner of the Property.
2. POSSESSION: Seller has not leased, permitted or granted to any other person or entity, either verbally or in writing, any right to use, possess, occupy or inhabit the Property or any part thereof for any purpose, and no other person has or claims any present right to use or possess the Property except as set forth in the Commitment.
3. EASEMENTS, RIGHTS OR CLAIMS: Seller knows of no claims, rights, interests, easements, rights of way, liens, agreements, options contracts or other matters affecting the Property whether verbal, written, unrecorded, or appearing in the public records except as set forth in the Commitment.
4. MECHANICS' LIENS: Seller has paid, in full, for all labor, materials and services provided for any repairs, maintenance, remodeling, renovation or other types of construction for improvements or additions on or to the property. Seller is aware of no bills, invoices or accounts for labor, material or services rendered on the Property which are claimed to be unpaid or for which claim of payment has been made.
5. FINANCING STATEMENTS: There are no chattel mortgages, financing statements, retention of title agreements or any other interests affecting any fixtures, equipment or other improvements on the Property, except as set forth in the Commitment.
6. RELIANCE: Seller understands that First Integrity Title Company will rely on the statements herein to issue its policy or policies of title insurance on the Property, and agrees to indemnify and hold harmless Chicago Title Insurance Company from any loss or damage it may sustain, including but not limited to reasonable attorney's fees and all court costs, should any of the statements herein be incorrect.
7. NEW CONSTRUCTION: There has been no new construction on the Property in the past six (6) months, nor are there any plans for the commencement of any new construction unless indicated here: NONE
8. LIMITED POWER OF ATTORNEY: Seller hereby grants First Integrity Title Company a limited power of attorney to sign authorizations on behalf of Seller to close lines of credit which are secured by deeds of trust encumbering the property described in section 11. In the event the amount collected by First Integrity Title Company for a deed of trust encumbering the property described in section 11, is insufficient to completely payoff all amounts owed, for whatever reason, Seller hereby grants First Integrity Title Company a limited power of attorney to sign authorizations on seller's behalf granting the lender the authority to apply monies held in escrow to pay taxes and insurance toward any additional amounts owing. Seller authorizes First Integrity Title Company to exercise this limited power of attorney without any further notice to Seller.
9. PAYOFF DISCLAIMER: It is agreed and understood between the undersigned parties that First Integrity Title Company is acting as closing agent in this transaction and will not be responsible or liable as to the accuracy or completeness of any payoff-statement that has been provided to said company for the purpose of closing this transaction. First Integrity Title Company has acted in good faith in compiling the data and information contained in the payoff statement from your lender. In the event transactions have occurred on your account (i.e. escrow disbursement, insufficient funds, line of credit advance) after the Payoff statement is received but prior to your lender receiving the payoff check. The undersigned agree that any additional funds required after closing by the payoff lender due to incorrect written figures will be immediately paid by the undersigned.

10. PROCEEDINGS OR UNSATISFIED JUDGMENTS of RECORD: Seller represents that there are no pending proceedings or unsatisfied judgments of record, in any Court, State or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, they are not against us.

11. PROPERTY IDENTIFICATION: The real property to which this affidavit and agreement relates is located in the State of Colorado and is described as follows:

LOT 2, GRAND MESA INDUSTRIAL PARK,
COUNTY OF MESA, STATE OF COLORADO

Property Address: 365 32 Road, Grand Junction, CO 81504

Dated this 30th day of April, 2025.

SELLER:

GJ Partners, LLC,
a Colorado limited liability company

By: Jillian Dinsdale
Jillian Dinsdale, Manager

STATE OF COLORADO

COUNTY OF Mesa

The foregoing instrument was acknowledged before me this 29th day of April, 2025, by Jillian Dinsdale as Manager of GJ Partners, LLC, a Colorado limited liability company.

Nickole Lindemann
Notary/Public

Witness my hand and official seal.
My Commission Expires: 02/21/2029

