

PURCHASE AND SALE AGREEMENT

(4301 & 4307 E. Iliff Avenue)

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) made and entered into as of the Effective Date, between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (the “City”), and **ALISON L. TYLER AND GARY D. LUSTER**, whose address is c/o Levine Segev LLC, 44 Cook St., #100, Denver, Colorado 80206; Attention: Mark Lee Levine and Libbi Levine Segev (collectively “Seller”). City and Seller are collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

A. Seller owns certain real Property (as defined in Section 1 below) in the City and County of Denver, State of Colorado; and

B. Subject to the terms of this Agreement, Seller agrees to sell and the City agrees to purchase the Property; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. SUBJECT PROPERTY. Subject to the terms of this Agreement, the City shall purchase and the Seller shall sell the real property interests generally located at 4301 & 4307 E. Iliff Avenue, Denver, Colorado 80222, more particularly described in **Exhibit 1**, attached hereto and incorporated herein by reference, together with Seller’s interest, if any, in: (i) all easements, rights of way and vacated roads, streets and alleys appurtenant to the property described in Exhibit 1; (ii) all buildings and improvements on the property described in **Exhibit 1**; (iii) all of Seller’s right, title and interest, if any, in and to all utility taps, licenses, permits, contract rights, and warranties and guarantees associated with the property described in **Exhibit 1**; and all water rights, if any, owned by Seller as to the subject Property herein. (collectively “**Property**”).

2. PURCHASE PRICE.

a. Purchase Price. The total purchase price for the Property to be paid by the City at Closing as defined in this Agreement as just compensation is **FIVE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$5,100,000.00)** (“**Purchase Price**”), which shall be payable as follows:

b. Earnest Money Deposit. On or before the 10th business day after the Effective Date, the City shall deposit with Land Title Guarantee Company (“**Title Company**”) an earnest money deposit in the amount of Fifty Thousand Dollars (\$50,000.00) (which earnest money deposit, together with all interest and dividends earned thereon, is herein referred to as the “**Deposit**”). The Deposit shall be retained by Seller or returned to the City in accordance with the terms and conditions of this Agreement.

c. Balance. The balance of the Purchase Price (after crediting the Deposit), subject to prorations and adjustments in accordance with Section 14 of this Agreement, shall be paid on the Closing Date.

3. ENVIRONMENTAL CONDITION.

a. Environmental Information. To the best of Seller's knowledge, without inquiry into the same, the Property does not contain any environmental contamination. However, the Seller is not warranting matters herein, as stated above, aside from the Special Warranty deed. Therefore, City can undertake its own due diligence efforts to review for environmental conditions and related issues.

b. Environmental Review. City, at its sole option and expense, may conduct or cause to be conducted environmental audits and perform other environmental tests on the Property to identify any existing or potential environmental problems located in, on, or under the Property, including but not limited to, the presence of any hazardous waste, hazardous substances or toxic substances. Seller hereby grants the City and any of its employees and consultants access to the Property to perform such audits and tests. The same shall be undertaken at the expense of the City. The same shall be with no damage to the Seller and the subject Property.

c. Notice of Unacceptable Environmental Conditions, Cure, City Election. By the deadline set forth in Section 7(b) of this Agreement, the City shall give notice to Seller of any unacceptable environmental condition relating to the Property. Seller may elect (in Seller's sole discretion), at Seller's sole cost and expense, to cure such unacceptable environmental conditions by the deadline set forth in Section 7(c) to the City's satisfaction. In the event Seller declines to cure the unacceptable environmental conditions or fails to respond to City's notice thereof by the date set forth in Section 7(c) of this Agreement, the City, in its sole discretion, may elect to waive such unacceptable conditions and proceed to Closing by the deadline set forth in Section 7(d) of this Agreement or treat this Agreement as terminated with no further obligation on the part of either Party.

4. INSPECTION/SURVEY. The City has the right to inspect the physical condition of the Property. The City, at its sole cost and expense, shall have the right to undertake its own survey. This right to inspect is in addition to the right of the City to obtain an environmental audit. The City shall give notice of any unacceptable physical or survey condition of the Property to Seller by the deadline set forth in Section 7(b). Seller may elect (in Seller's sole discretion) at Seller's sole cost and expense, to cure such unacceptable physical or survey condition by the deadline in Section 7(c) of this Agreement to the City's satisfaction. In the event Seller declines to cure the unacceptable physical or survey conditions or fails to respond to the City's notice thereof by the date set forth in Section 7 (c) of this Agreement, the City, at its sole discretion, may elect to waive such unacceptable physical or survey condition by the date set forth in Section 7(d) of this Agreement and proceed to Closing or terminate this Agreement by providing written notice thereof to Seller in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

Seller shall, within ten (10) days of the Effective Date, deliver to City copies of any and all agreements, contracts or arrangements for management, service, maintenance or operation with

respect to the Property, that are currently in Seller's possession ("**Service Contracts**"). Prior to the expiration of the Due Diligence Period (defined in Section 7(b)(i) below), City shall notify Seller which of the Service Contracts it elects to assume at Closing, if any. In the event City fails to notify Seller of such election the Service Contracts shall be terminated on or before the Closing Date at the sole and exclusive cost of Seller.

5. **TITLE.**

a. **Title Review.** The City has obtained a commitment for Seller's title insurance policy for the Property, including updates thereto, and all copies or abstracts of instruments or documents identified in the commitment ("**Title Documents**"). The City has the right to review the Title Documents. The City shall provide a copy of the Title Documents to Seller within seven (7) days of the Effective Date of this Agreement.

b. **Matters Not Shown by the Public Records.** By the deadline set forth in Section 7(a) of this Agreement, Seller shall deliver to the City complete and accurate copies of all lease(s) and survey(s), in Seller's possession pertaining to the Property that are not included in the Title Documents and shall disclose, in writing, to the City all easements, licenses, right to use agreements, liens or other title matters not shown by the public records of which Seller has actual knowledge that are not included in the Title Documents. In addition, Seller shall provide soil reports and any other environmental reports in Seller's possession pertaining to the Property.

c. **Notice of Unacceptable Condition, Cure, and City Elections.** The City shall give notice of any unacceptable condition of title to Seller by the deadline set forth in Section 7(b) of this Agreement. At Seller's sole cost and expense, Seller may cure such unacceptable conditions by the date in Section 7(c) of this Agreement to the City's satisfaction. In the event Seller declines to cure such unacceptable conditions or fails to respond to the City's notice thereof by the date in Section 7(c) of this Agreement, the City in its sole discretion and by the date set forth in Section 7(d) of this Agreement, may elect to waive such unacceptable conditions and proceed to Closing or terminate this Agreement by providing written notice thereof to Seller in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

d. **Subsequently Discovered Defects.** At any time prior to Closing if any matter affecting title to the Property ("Defect") shall arise or be discovered by the City which is not set out in the Title Documents or disclosed to the City by Seller prior to the expiration of the Due Diligence Period, the City shall have the right to object to such Defect by the delivery to Seller of notice of such Defect within five (5) days after the City discovers such Defect provided that, if such Defect is discovered within five (5) days prior to the Closing Date, the Closing shall be extended for such period as may be necessary to give effect to the provisions of this Section 5 (d). Upon receipt of notice of the City's objection to any such Defect, Seller shall have the right, but not the obligation, to cure such Defect to the satisfaction of the City and the Title Company for a period of five (5) days from the date of such notice. If such cure period extends beyond the Closing Date, the Closing Date shall be extended to three (3) days after the expiration of such cure period. If Seller cures the City's objection to the satisfaction of the City within such cure period, then the Closing shall occur on the original or postponed date of the Closing but otherwise upon the terms and provisions contained herein. If Seller has not cured such Defect to the satisfaction of the City

and the Title Company, the City shall either (a) close on such original or postponed date (and the City shall thereby be deemed to have waived such objection); or (b) extend the Closing Date by written notice to Seller to allow such additional time as the parties may agree for Seller to cure the Defect; or (c) terminate this Agreement by giving notice to Seller before such original or postponed date, in which case the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

6. CLOSING PRE-CONDITIONS.

a. Delivery of title shall be evidenced by the willingness of the Title Company to issue to City, at Closing, an ALTA form of extended coverage owner's policy of title insurance insuring marketable fee simple title to the Property in City in the amount of the Purchase Price, subject only to the permitted exceptions accepted by the City in accordance with Section 5 above (the "**Title Policy**"). Seller shall cooperate with the Title Company by executing, as necessary, reasonable and customary affidavits and provide reasonable assurances necessary for removal of the standard exceptions for defects, liens, mechanic's liens, tax or assessment liens, title insurance, encumbrances, encroachments, prescriptive easements, adverse claims, or similar matters, regarding such matters. The issuance of the Title Policy shall be a condition to City's obligation to close hereunder.

b. Prior to Closing, Seller shall have terminated the Service Contracts unless such Service Contract has been assumed in writing by City.

c. From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller: (a) shall operate and maintain the Property in the manner that it is currently being operated and maintained by Seller; (b) shall not enter into any new lease, lease modification, lease extension or other occupancy or use agreement without obtaining City's prior written consent, which consent may be withheld or delayed in City's sole and absolute discretion; and (c) shall not enter into any contracts or commitments that will survive the Closing other than a contract that is terminated on less than thirty (30) days' notice.

7. TIMEFRAMES.

a. Seller's Disclosure. Except as otherwise provided in this Agreement, Seller shall deliver any documents and make the disclosures required by this Agreement, including as required under Sections 3(a) and 5(b) of this Agreement, no later than 5 p.m. local time five (5) days after the Effective Date.

b. City's Objection Notice and Right to Terminate.

(i) The City shall notify Seller in writing of any unacceptable environmental, physical, survey, title conditions and all other unacceptable matters under Sections 3(c), 4 and 5(c) of this Agreement, above, no later than 5 p.m. local time, thirty (30) days after the Effective Date ("**Due Diligence Period**").

- (ii) The City may terminate this Agreement for any reason or no reason at all in the City's sole and absolute discretion by delivering written notice to Seller on or before the expiration of the Due Diligence Period.
- (iii) If the City delivers a written termination notice on or before the expiration of the Due Diligence Period, then the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

c. Seller's Cure. Seller shall have until no later than 5 p.m. local time five (5) days from the date of City's objection notice to elect to cure all the unacceptable conditions set forth in any objection notice under Sections 3(c), 4, 5(c) and 7(b) of this Agreement.

d. City's Election. The City, by written notice to Seller, may elect to waive any uncured objections and proceed to Closing or to terminate this Agreement within five (5) business days of the deadline to cure established in Section 7(c) of this Agreement, above ("**City's Election Period**"). In the event the City terminates this Agreement, the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

e. Additional Deposit. If the City does not deliver a termination notice in accordance with Section 7(b) or (d) of this Agreement, above, then within five (5) days from either the expiration of the Due Diligence Period or expiration of the City's Election Period, whichever is later, the City shall deposit with the Title Company additional earnest money in the amount of Two Hundred Thousand Dollars (\$200,000.00) (the "**Additional Deposit**"). The Additional Deposit shall be deemed part of the Deposit and non-refundable, except as otherwise set forth in this Agreement.

f. Deadlines. In the event any date for a party's performance occurs on a Saturday, Sunday or national holiday, the date for such performance shall occur on the next regular business day following such weekend or national holiday.

8. DATE OF CLOSING: The date of closing will occur thirty (30) days after expiration of the Due Diligence Period or on a date as otherwise agreed by the Parties in writing signed by the City's Director of the Division of Real Estate and the Seller ("**Closing Date**"). Notwithstanding the foregoing, Seller shall have two (2) options to extend the Closing Date by thirty (30) days for each extension option by providing the City written notice ten (10) days prior to the Closing Date. Such extension(s) will be at no cost, charge, or penalty to the Seller.

9. CLOSING. The Closing shall take place at the offices of the Title Company and shall be completed on or before 4:00 p.m. Mountain Standard Time on the Closing Date ("**Closing**"). Seller or City may elect to close in escrow without attending the Closing.

- a. Obligations of Seller at Closing. The following events shall occur at the Closing:

- i. Seller shall execute and deliver a Special Warranty Deed in substantially the form set forth as Exhibit 2 herein (“**Deed**”) to the City at Closing conveying the Property free and clear of all taxes (with proration as provided herein).
 - ii. Seller shall deliver such other instruments and documents as may be reasonably necessary or required to transfer title to the Property to City, in the condition herein contemplated, including without limitation any reasonable and customary affidavit or agreement required by the Title Company.
- b. Obligations of City at Closing: The following events shall occur at Closing:
- i. City shall deliver or cause to be delivered to the Title Company good funds by wire transfer, payable to the order of Seller in the amount of the Purchase Price.
 - ii. Such delivery may be made pursuant to a closing instruction letter.
- c. Closing Costs. Closing costs shall be as provided for in Section 13 below.
- d. No Material Adverse Change. During the period from the date of Seller’s execution of this Agreement to the Closing Date, there shall have been no material adverse change in the environmental condition, and the Property shall not have sustained any loss or damage which materially adversely affects its use.

10. POSSESSION. Possession of the Property shall be delivered to the City at Closing.

11. REPRESENTATIONS AND WARRANTIES.

a. Seller warrants and represents that as of the Effective Date and at the time of conveyance, to the best of Seller’s actual knowledge:

- i. There are no other parties in possession of the Property and the City shall have possession as of Closing or as otherwise agreed to herein;
- ii. There are no leasehold interests in the Property;
- iii. there is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person affecting the Property; and
- iv. There are no claims of possession known by Seller and not shown by record, as to any part of the Property.

With the exception of the warranties contained in this Section 11(a), the only other warranties being given by the Seller herein as to the subject Property and other matters within this Agreement in connection with the Property, are those under the Special Warranty Deed that the Seller will transfer to the City hereunder.

b. Each Party hereto represents to the other Party that:

- i. It has the requisite power and authority to execute and deliver this Agreement and the related documents to which such Party is a signatory;

- ii. The execution and delivery of this Agreement by such Party has been duly authorized by all requisite action(s) and creates valid and binding obligations of such Party, enforceable in accordance with its terms subject to the effect of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing, the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors;
- iii. To the actual knowledge of (a) the Director of the Division of Real Estate for the City; and (b) Seller: neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental authority or conflict with, result in a breach of, or constitute a default under any contract, lease, license instrument or other arrangement to which such Party is bound;
- iv. It is authorized to execute this Agreement on behalf of its officers, directors, representatives, employees, subsidiaries, affiliates, members/shareholders, agents, trustees, beneficiaries, attorneys, insurers, successors, predecessors and assigns. Each person who signs this Agreement in a representative capacity represents that he or she is duly authorized to do so;
- v. It has not sold, assigned, granted or transferred to any other person, natural or corporate, any chose in action, demand or cause of action encompassed by this Agreement; and
- vi. IT IS FREELY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT UNCOERCED BY ANY OTHER PERSON AND THAT IT HAS READ THIS AGREEMENT AND HAS BEEN AFFORDED THE OPPORTUNITY TO OBTAIN THE ADVICE OF LEGAL COUNSEL OF ITS CHOICE WITH REGARD TO THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTANDS THE SAME.

12. PAYMENT OF ENCUMBRANCES. Seller is responsible for paying all encumbrances at or before Closing from the proceeds of this transaction or from any other source.

13. CLOSING COSTS, DOCUMENTS AND SERVICES. The City shall pay for any title insurance policy to be issued on the Property for the benefit of the City and all fees for real estate closing services. The City and Seller shall sign and complete all customary or required documents at or before Closing, including the Deed. Any documents executed before Closing shall be held in escrow until all conditions of Closing are satisfied. The City's Director of Real Estate or his designee, shall sign all such closing documents, including, if necessary, an escrow agreement, on behalf of the City.

14. PRORATIONS. Seller shall pay any and all taxes and special assessments accrued and owed on the Property prorated through the date of Closing. Based on the most recent levy and the most recent assessment, at or before Closing, Seller shall pay all utility, water and sewer charges, and other items related to the Property prorated through the date of Closing.

15. TIME IS OF THE ESSENCE/REMEDIES. Time is of the essence in this Agreement. All the agreements and representations set forth in this Agreement shall be binding upon and for the benefit of each Party's successors and assigns. If any payment due in accordance with this Agreement is not paid, honored or tendered when due, or if any other obligation under this Agreement is not performed or waived as provided in this Agreement, then there shall be the following remedies:

a. If City Is In Default. Seller may treat this Agreement as canceled and the Parties shall thereafter be released from all obligations under this Agreement. Seller expressly waives the remedies of specific performance or any other legal or equitable remedy; provided, however, that in the event the Agreement has not been terminated prior to the expiration of the timeframes set forth in Sections 7 (b) and 7 (d), and the City is in default, Seller may, as its exclusive remedy, terminate this Agreement by written notice to the City, receive the Deposit as liquidated damages and recover reasonable attorney fees, thereby releasing the parties from this Agreement, except for any provision hereof which expressly survives termination. CITY AND SELLER AGREE THAT SELLER'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX. THE PARTIES THEREFORE AGREE THAT, IN SUCH EVENT, SELLER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, IS ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSIT (INCLUSIVE OF INTEREST AND DIVIDENDS EARNED THEREON) PLUS REASONABLE ATTORNEY FEES, IN WHICH CASE, (A) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF CITY AND SELLER HEREUNDER SHALL BE OF NO FURTHER FORCE OR EFFECT AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER OTHER THAN PURSUANT TO ANY PROVISION HEREOF WHICH EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT AND (B) TITLE COMPANY SHALL DELIVER THE DEPOSIT (INCLUSIVE OF INTEREST AND DIVIDENDS EARNED THEREON) TO SELLER PURSUANT TO SELLER'S INSTRUCTIONS, AND THE SAME SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES. THE PARTIES HEREBY AGREE THAT THE AMOUNT OF THE DEPOSIT IS A FAIR AND REASONABLE ESTIMATE OF THE TOTAL DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT OF CITY'S FAILURE TO CONSUMMATE THE CLOSING IN BREACH HEREOF. SELLER IRREVOCABLY WAIVES THE RIGHT TO SEEK OR OBTAIN ANY OTHER LEGAL OR EQUITABLE REMEDIES, INCLUDING THE REMEDIES OF DAMAGES (EXCEPT FOR REASONABLE ATTORNEY FEES) AND SPECIFIC PERFORMANCE FOR CITY'S FAILURE TO CONSUMMATE THE CLOSING IN BREACH HEREOF.

b. If Seller Is In Default. The City may elect to (i) treat this Agreement as canceled, in which case any things of value received by a Party under this Agreement shall be returned to the providing party, the Title Company shall return the Deposit to the City, this Agreement shall terminate automatically and the Parties shall thereafter be released from all obligations under this Agreement; or (ii) treat this Agreement as being in full force and effect and seek specific

performance and recover reasonable attorney fees, or any other legal or equitable remedy. Nothing herein waives, impairs, limits or modifies the City's power and authority of condemnation.

16. TERMINATION. Except as provided above as to obligations that are to be undertaken by the City, repairs to be made by the City as to damage to the Property, and performance by the City as provided above, following the expiration of the Due Diligence period, if this Agreement is terminated, then all things of value received by a Party under this Agreement shall be returned to the providing party, and the Parties shall be relieved of all obligations under this Agreement as to Closing; provided, however, except in the event of a City default, the Title Company shall return the Deposit to the City.

17. COOPERATION OF THE PARTIES. In the event that any third party brings an action against a Party to this Agreement regarding the validity or operation of this Agreement, the other Party will reasonably cooperate in any such litigation. Any Party named in an action shall bear its own legal costs.

18. BROKER'S FEES. The City and Seller represent to each other that it has not had, and it shall not have, any dealings with (and it has not engaged and it will not engage) any third party to whom the payment of any broker's fee, finder's fee, commission or similar compensation ("**Commission**") shall or may become due or payable in connection with the transactions contemplated hereby, other than McLin Commercial (the "**Broker**"). Seller shall pay any and all Commissions that it has agreed are payable to the Broker in connection with the transactions contemplated hereby, pursuant to a separate agreement with the Broker.

19. SEVERABILITY. In the event that any provision of this Agreement would be held to be invalid, prohibited, or unenforceable in any applicable jurisdiction for any reason unless narrowed by construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable in any jurisdiction for any reason. Such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition, or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

20. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance duties under the Agreement, the Seller agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts relating to the Agreement.

21. WHEN RIGHTS AND REMEDIES NOT WAIVED. In no event shall any performance under this Agreement constitute or be construed to be a waiver by either Party of any breach of covenant or condition or of any default that may then exist. The rendering of any such performance when any breach of default exists in no way impairs or prejudices any right of remedy available with respect to the breach of default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement may be deemed or taken to be a waiver or any other default or breach.

22. SUBJECT TO LOCAL LAWS; VENUE. This Agreement is subject to and is to be construed in accordance with the laws of the City and County of Denver and the State of Colorado, without regard to the principles of conflicts of law, including, but not limited to, all matters of formation, interpretation, construction, validity, performance, and enforcement. Venue for any action arising out of this Agreement will be exclusively in the District Court of the City and County of Denver, Colorado.

23. NOTICES. All notices provided for in this Agreement must be in writing and be personally delivered, sent via facsimile, electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, if to the Seller at the addresses or facsimile numbers listed below and if to the City at the addresses or facsimile numbers given below. Notices delivered personally or sent electronically or by facsimile are effective when sent. Notices sent by certified or registered mail are effective upon receipt. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to City:

Jeffrey J. Steinberg
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
e-mail: Jeffrey.Steinberg@denvergov.org

and

Manager
Department of Public Works
201 West Colfax Avenue, Department 608
Denver, Colorado 80202

With copies of termination and similar notices to:

Mayor
City and County of Denver
1437 Bannock Street, Room 350
Denver, Colorado 80202

and

Denver City Attorney's Office
201 W. Colfax Ave. Dept. 1207
Denver, Colorado 80202

If to Seller:

c/o Attorneys for Seller
Levine Segev LLC, via Libbi Levine Segev and Mark Lee Levine
44 Cook St, #100
Denver, Colorado 80206
Email: Libbi@levinesegev.com; mark@levinesegev.com

24. **RIGHT TO ALTER TIME FOR PERFORMANCE.** The Parties may alter any time for performance set forth in this Agreement by a letter signed by the Director of the Division of Real Estate and an authorized representative of Seller.

25. **AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS.** This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment to this Agreement will have any force or effect whatsoever, unless embodied in writing in this Agreement. Except as expressly provided for in this Agreement, no subsequent novation, modification, renewal, addition, deletion, or other amendment to this Agreement shall have any force or effect unless embodied in a written amendatory or other agreement executed by both Parties.

26. **THIRD-PARTY BENEFICIARY.** It is the intent of the Parties that no third party beneficiary interest is created in this Agreement except for any assignment pursuant to this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives that would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

27. **APPROPRIATION BY CITY COUNCIL.** All obligations of the City under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

28. **REASONABLENESS OF CONSENT OR APPROVAL.** Whenever under this Agreement “reasonableness” is the standard for the granting or denial of the consent or approval of either Party, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

29. **NO PERSONAL LIABILITY.** No elected official, director, officer, agent or employee of the City nor any agent, director, officer, employee or personal representative of Seller shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

30. **CONFLICT OF INTEREST BY CITY OFFICER.** Seller represents that to the best of Seller’s information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

31. **MERGER.** The terms of this Agreement survive Closing and do not merge into the Deed conveying the Property.

32. **CONSTRUCTION.** This Agreement may not be interpreted in favor of or against either Seller or the City merely because of their respective efforts in preparing it. The rule of strict construction against the drafter does not apply to this Agreement. This instrument is subject to the following rules of construction:

a. Specific gender references are to be read as the applicable masculine, feminine, or gender neutral pronoun.

b. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”

c. The words “Party” and “Parties” refer only to a named party to this Agreement.

d. Unless otherwise specified, any reference to a law, statute, regulation, charter or code provision, or ordinance means that statute, regulation, charter or code provision, or ordinance as amended or supplemented from time to time and any corresponding provisions of successor statutes, regulations, charter or code provisions, or ordinances.

e. The recitals set forth in this Agreement are intended solely to describe the background of this Agreement and form no part of this Agreement. Headings and captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provisions hereof.

33. ASSIGNMENT. The City is not obligated or liable under this Agreement to any party other than Seller named in this Agreement. Seller understands and agrees that it may not assign any of its rights, benefits, obligations, or duties under this Agreement without the City’s prior written approval.

34. CITY EXECUTION OF AGREEMENT. This Agreement is subject to, and will not become effective or binding on the City until full execution by all signatories of the City.

35. COUNTERPARTS. This Agreement may be executed in two (2) counterparts, each of which is an original and together constitute the same document. This Agreement may be executed by facsimile or electronically scanned signatures which shall be deemed an original

36. EFFECTIVE DATE. The effective date shall be the date the City delivers a fully executed copy of this Agreement to the Seller, with Seller’s signature on the same.

37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. Each Party consents to the use of electronic signatures by the other Party. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

38. NO RELIANCE. The Parties expressly assume any and all risks that the facts and law that may be or become different from the facts and law as known to, or believed to be, by the Parties as of the date of this Agreement. In executing this Agreement, no Party has relied upon any information supplied by the other or by their attorneys, or upon any obligation or alleged obligation of the other Party to disclose information relevant to this Agreement other than the information specifically required to be disclosed by this Agreement.

[Remainder of Page Intentionally Left Blank]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



"SELLER"

Alison L. Tyler
ALISON L. TYLER

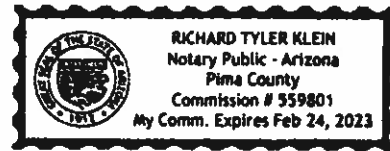
Gary D. Luster
GARY D. LUSTER

STATE OF ~~COLORADO~~ ^{Arizona})
CITY AND COUNTY OF ~~DENVER~~ ^{Tulson}) ss

The foregoing instrument was acknowledged before me on April 12th, 2019 by **Alison L. Tyler.**

Witness my hand and official seal.

My commission expires: Feb. 24, 2023



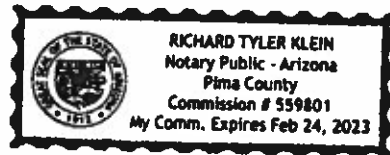
[Signature]
Notary Public

STATE OF ~~COLORADO~~ ^{Arizona})
CITY AND COUNTY OF ~~DENVER~~ ^{Tulson}) ss

The foregoing instrument was acknowledged before me on April 12th, 2019 by **Gary D. Luster.**

Witness my hand and official seal.

My commission expires: Feb. 24, 2023



[Signature]
Notary Public



EXHIBIT 1

(Legal Description of Property)

PARCEL A:

LOTS 1 TO 24, INCLUSIVE, BLOCK 104, WARREN'S UNIVERSITY HEIGHTS, SECOND FILING, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH A PORTION OF VACATED SOUTH BELLAIRE STREET, AS VACATED IN INSTRUMENT RECORDED DECEMBER 17, 1948 IN BOOK 625 AT PAGE 88, ARAPAHOE COUNTY RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF WARREN AVENUE 45 FEET EAST OF THE NORTHEAST CORNER OF SAID BLOCK 103 AS MEASURED ALONG SAID SOUTH LINE OF WARREN AVENUE;

THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 103 A DISTANCE OF 600.8 FEET TO A POINT ON THE NORTH LINE OF ILIFF AVENUE;

THENCE EAST ALONG THE NORTH LINE OF ILIFF AVENUE A DISTANCE OF 15 FEET TO THE SOUTHWEST CORNER OF BLOCK 104;

THENCE WEST ALONG THE SOUTH LINE OF WARREN AVENUE A DISTANCE OF 15 FEET, MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE SAID LOTS DESCRIBED AS FOLLOWS:

A STRIP OF GROUND 68 FEET WIDE BY 180 FEET LONG IN THE SOUTHEAST CORNER OF LOTS 1 TO 24, BLOCK 104, WARREN'S UNIVERSITY HEIGHTS, SECOND FILING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 IN SAID BLOCK 104; RUNNING THENCE NORTH ALONG THE EAST LINE OF LOTS 24, 23, 22, 21, 20, 19, 18 AND 17 OF SAID BLOCK 104 A DISTANCE OF 180 FEET; THENCE WEST 68 FEET;

THENCE SOUTH 180 FEET TO THE SOUTH LINE OF LOT 24; THENCE EAST ALONG SAID SOUTH LINE 68 FEET TO THE POINT OF BEGINNING. CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

A STRIP OF GROUND 68 FEET WIDE BY 180 FEET LONG IN THE SOUTHEAST CORNER OF LOTS 1 TO 24, BLOCK 104, WARRENS UNIVERSITY HEIGHTS, SECOND FILING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 IN SAID BLOCK 104; RUNNING THENCE NORTH ALONG THE EAST LINE OF LOTS 24, 23, 22, 21, 20, 19, 18, AND 17 OF SAID BLOCK 104 A DISTANCE OF 180 FEET; THENCE WEST 68 FEET; THENCE SOUTH 180 FEET TO THE SOUTH LINE OF SAID LOT 24; THENCE EAST ALONG SAID SOUTH LINE 68 FEET TO THE POINT OF BEGINNING. CITY AND COUNTY OF DENVER, STATE OF COLORADO.

EXHIBIT 2
(Form of Special Warranty Deed)

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (“Deed”), made as of this _____ day of _____, 201__, by _____, a _____ limited liability company, whose address is _____ (“Grantor”) to the CITY AND COUNTY OF DENVER, a Colorado municipal corporation of the State of Colorado and home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“Grantee”).

WITNESSETH, that the Grantor, for and in consideration of the sum of _____ Dollars (\$) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto the Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by the Grantor situate, lying and being in the City and County of Denver, State of Colorado, and being more particularly described on Exhibit A attached hereto and incorporated herein (“Property”);

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 of the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in, and to the above-bargained Property, together with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto the Grantee, and its successors and assigns forever. The Grantor, for itself and its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained Property in the quiet and peaceable possession of the Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor.

No separate bill of sale with respect to improvements on the Property will be executed.

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

ATTEST:

By: _____

PARCEL A:

LOTS 1 TO 24, INCLUSIVE, BLOCK 104, WARREN'S UNIVERSITY HEIGHTS, SECOND FILING, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH A PORTION OF VACATED SOUTH BELLAIRE STREET, AS VACATED IN INSTRUMENT RECORDED DECEMBER 17, 1948 IN BOOK 625 AT PAGE 88, ARAPAHOE COUNTY RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF WARREN AVENUE 45 FEET EAST OF THE NORTHEAST CORNER OF SAID BLOCK 103 AS MEASURED ALONG SAID SOUTH LINE OF WARREN AVENUE;

THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK 103 A DISTANCE OF 600.8 FEET TO A POINT ON THE NORTH LINE OF ILIFF AVENUE;

THENCE EAST ALONG THE NORTH LINE OF ILIFF AVENUE A DISTANCE OF 15 FEET TO THE SOUTHWEST CORNER OF BLOCK 104;

THENCE WEST ALONG THE SOUTH LINE OF WARREN AVENUE A DISTANCE OF 15 FEET, MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT THAT PART OF THE SAID LOTS DESCRIBED AS FOLLOWS:

A STRIP OF GROUND 68 FEET WIDE BY 180 FEET LONG IN THE SOUTHEAST CORNER OF LOTS 1 TO 24, BLOCK 104, WARREN'S UNIVERSITY HEIGHTS, SECOND FILING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 IN SAID BLOCK 104; RUNNING THENCE NORTH ALONG THE EAST LINE OF LOTS 24, 23, 22, 21, 20, 19, 18 AND 17 OF SAID BLOCK 104 A DISTANCE OF 180 FEET; THENCE WEST 68 FEET;

THENCE SOUTH 180 FEET TO THE SOUTH LINE OF LOT 24; THENCE EAST ALONG SAID SOUTH LINE 68 FEET TO THE POINT OF BEGINNING. CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

A STRIP OF GROUND 68 FEET WIDE BY 180 FEET LONG IN THE SOUTHEAST CORNER OF LOTS 1 TO 24, BLOCK 104, WARREN'S UNIVERSITY HEIGHTS, SECOND FILING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 24 IN SAID BLOCK 104; RUNNING THENCE NORTH ALONG THE EAST LINE OF LOTS 24, 23, 22, 21, 20, 19, 18, AND 17 OF SAID BLOCK 104 A DISTANCE OF 180 FEET; THENCE WEST 68 FEET; THENCE SOUTH 180 FEET TO THE SOUTH LINE OF SAID LOT 24;

THENCE EAST ALONG SAID SOUTH LINE 68 FEET TO THE POINT OF BEGINNING. CITY AND COUNTY OF DENVER, STATE OF COLORADO.