

PURCHASE AND SALE AGREEMENT
(333 and 375 South Zuni Street)

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) made and entered into as of the Effective Date (as defined below), 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 **DENVER COMMUNITY CHURCH**, a Colorado nonprofit corporation, whose address is 1595 N. Pearl Street, Denver, Colorado 80203 (“**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.

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 333 and 375 South Zuni Street, Denver, Colorado, 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, fixtures and improvements located 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** to the extent assignable without the consent of any other party; all water rights, if any, owned by Seller as to the subject Property herein; and all furniture, equipment, and personal property owned by Seller and located at the real property on the Closing Date (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 **FOUR MILLION AND 00/100 DOLLARS (\$4,000,000.00)** (“**Purchase Price**”), which shall be payable as follows:

b. Earnest Money Deposit. On or before the tenth (10th) day after the Effective Date, the City shall deposit with Land Title Guarantee Company, 3033 E. 1st Avenue, Suite 600, Denver, CO 80206, Attention: Derek Greenhouse Email: dgreenhouse@ltgc.com (“**Title Company**”) an earnest money deposit in the amount of Fifty Thousand Dollars (\$50,000) (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. The City is in possession of and occupies the Property pursuant to that certain Lease Agreement by and between City, as Lessee, and Seller, as Lessor (the "**Lease**"). By the timeframe set forth in Section 7(a), Seller shall disclose, in writing, to the City, the existence of any environmental contamination (including asbestos-contaminated soils) or the presence of any hazardous substances or toxic substances, in violation of applicable laws related to hazardous substances on, under, or about the Property, in each case only to the extent of Seller's Knowledge (as defined in Section 12 below). If Seller acquires any Knowledge of any additional information regarding environmental contamination prior to Closing, Seller has the ongoing duty to provide such information to the City up to the time of Closing, and will do so within five (5) days of the receipt of such additional information. For purposes of this Agreement: "hazardous substances" means all substances listed pursuant to regulation and promulgated under the Comprehensive Environmental Response, Compensation, and Liability Act ("**CERCLA**"), 42 U.S.C., § 9601 *et seq.*, or applicable state law, and any other applicable federal or state laws now in force or hereafter enacted relating to hazardous waste disposal; provided, however, that the term hazardous substance also includes "hazardous waste" and "petroleum" as defined in the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.* §6991(1). The term "toxic substances" means and includes any materials present on the Property that are subject to regulation under the Toxic Substance Control Act ("**TSCA**"), 15 U. S. C. § 2601 *et seq.*, applicable state law, or any other applicable federal or state law now in force or later enacted relating to toxic substances. The term "toxic substances" includes, but is not limited to, asbestos, polychlorinated biphenyls (PCB's), and lead-based paints.

b. Environmental Review. During the Due Diligence Period (as defined below) the City, subject to the limitations set forth in Section 4 hereof, 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.

c. Notice of Unacceptable Environmental Conditions, Cure, City Election. By the Objection Deadline, 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, on or before the expiration of the Due Diligence Period, to waive such unacceptable conditions and proceed to Closing or treat this Agreement as terminated with no further obligation on the part of either Party.

4. INSPECTION/SURVEY. From the Effective Date until 5 p.m. local time, on the date that is sixty (60) days after the Effective Date (the "**Due Diligence Period**"), the City has the right to inspect the physical condition of the Property. Notwithstanding anything to the contrary

in Section 3 above or this Section 4, the City is not permitted to perform any sampling, boring, drilling, or other physically intrusive or invasive testing into the structures or ground comprising the Property, including, without limitation, a Phase II environmental assessment, without: (a) submitting to Seller the scope and inspections for such testing; and (b) obtaining the prior written consent of Seller for such testing, which consent may be granted or withheld in Seller's sole discretion. Seller, at its sole cost and expense, shall provide to the City copies of any surveys of the Property in its possession or under its control in accordance with the delivery schedule set forth in the Section 7(a) below. In addition, the City, at its sole cost and expense, shall have the right to either update any survey delivered to the City by Seller, or have its own survey completed. This right to inspect is in addition to the right of the City to obtain an environmental audit set forth in Section 3(b) above. The City shall give notice of any unacceptable physical or survey condition of the Property to Seller by the Objection Deadline. 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, on or before the expiration of the Due Diligence Period, to waive such unacceptable physical or survey condition 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 has delivered to the City copies of any and all existing leases, agreements, contracts or arrangements for management, service, maintenance or operation with respect to the Property, that are currently in Seller's possession ("**Service Contracts**"). After the expiration of the Due Diligence Period, Seller shall send notices to the applicable counterparties of each of the Services Contracts to cause the Service Contracts to be terminated on or before the Closing Date at the sole and exclusive cost of the Seller.

Except for discovery or identification of existing matters or conditions, City agrees to cause its contractors to indemnify, protect, defend, and hold Seller and its respective trustees, beneficiaries, shareholders, directors, officers, advisors, employees, and other agents (collectively, the "**Indemnified Parties**") harmless from and against any and all liabilities, demands, actions, causes of action, suits, claims, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees, court costs, and litigation expenses) suffered or incurred by any of the Indemnified Parties as a result of or in connection with the City's inspection of the Property (including activities of any of City's employees, consultants, contractors, or other agents relating to the Property), including, without limitation, mechanics' liens, damage to the Property, or injury to persons or property resulting from such activities. This indemnity shall survive the Closing or termination of this Agreement. If the Property is disturbed or altered in any way as a result of such activities, the City shall promptly restore the Property to its condition existing prior to the commencement of such activities which disturb or alter the Property. City agrees to cause its contractors to maintain and have in effect commercial general liability insurance, with limits of at least One Million Dollars (\$1,000,000.00), for bodily or personal injury or death covering any accident arising in connection with the presence of the City, its contractors, agents and representatives at the Property, which insurance shall name as additional insureds thereunder Seller and such other parties holding insurable interests as Seller may designate.

5. TITLE.

a. Title Review. The City has obtained a commitment for Seller's title insurance policy for the Property (the "**Title Commitment**"), 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 ten (10) 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 referenced 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 Knowledge that are not referenced in the Title Documents. In addition, Seller shall provide copies of all documents that pertain to the Property, to the extent in Seller's possession, including but not limited to, soil reports, geo tech reports, traffic studies, surveys, leases, and operating expenses for the subject Property.

c. Notice of Unacceptable Condition, Cure, and City Elections. The City shall give notice of any unacceptable condition of title to Seller on or before the Objection Deadline. 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, on or before the expiration of the Due Diligence Period, may elect to waive such unacceptable conditions and proceed to Closing or treat this Agreement as terminated with no further obligation on the part of either Party, except pursuant to the Lease and those other obligations expressly intended to survive termination of this Agreement, by the terms hereof.

d. Subsequently Discovered Defects. At any time prior to Closing if any matter affecting title to the Property ("**Defect**") shall be identified in any update to the Title Commitment which is not set out in the Title Documents, disclosed to the City by Seller prior to the expiration of the Due Diligence Period, or caused or created by the City or its employees, agents, or consultants, 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 for a period of five (5) days after 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, 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) 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).

e. Lease Continues in Event of Termination. In the event of any termination of this Agreement without the occurrence of Closing or City shall fail to Close, Seller may terminate the Lease with 24-hours' prior written notice to City.

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 (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 the Title Company to issue the Title Policy at Closing. The issuance of the Title Policy shall be a condition to City's obligation to close hereunder.

b. Prior to Closing, Seller shall have sent notice of termination for the Service Contracts to the counterparts thereto, unless such Service Contract has been assumed in writing by City. Seller's aforementioned obligation to execute affidavits and provide adequate assurances necessary for the Title Company to issue the Title Policy at Closing is a condition precedent to the City's obligation to purchase the Property. If Seller does not provide such assurances by the date in Section 7(d) of this Agreement, then the City may elect to waive the failure to provide the adequate assurances and proceed to Closing or treat this Agreement as terminated with no further obligation on the part of either Party.

c. From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller: (a) 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 shall not be unreasonably withheld or delayed and must be given or withheld within five (5) business days after Seller's notice thereof; and (b) shall not enter into any contracts or commitments that will survive the Closing other than a contract that may be terminated on less than thirty (30) days' notice.

d. Seller's obligation to close the transaction contemplated by this Agreement shall be subject to the occurrence of each of the following conditions, any one or more of which may be waived by Seller in writing.

- i. On or before the Closing Date, City shall have complied in all material respects with all obligations required by this Agreement to be complied with by the City at or prior to Closing.
- ii. The representations and warranties of the City contained in this Agreement were true in all material respects when made, and are true in all material respects on the Closing Date.

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, on the date that is five (5) days prior to the expiration of the Due Diligence Period ("**Objection Deadline**").
- 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.
 - (i) If the City deliver 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 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). If the City does not deliver a written termination notice to Seller on or before the expiration of the Due Diligence Period, then this Agreement shall remain in effect and the Deposit shall be non-refundable to the City.

c. Seller's Cure. Seller shall have until one (1) day before the expiration of the Due Diligence Period to elect or not elect, in its sole discretion, to cure some or 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 on or before the expiration of the Due Diligence 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 or the Lease).). If the City does not deliver a written termination notice to Seller on or before the expiration of the Due Diligence Period, then this Agreement shall remain in effect and the Deposit shall be non-refundable to the City.

e. 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 and signed by the Director of the Division of Real Estate and the Seller (“**Closing Date**”).

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 Buyer 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 subject only to “statutory exceptions” as such term is defined in Colorado Revised Statute § 38-30-113(5).
 - ii. Seller shall execute, have acknowledged and deliver to the City a bill of sale conveying to City all of Seller’s right, title and interest in and to any personal property owned by Seller and located on the Property on the Closing Date.
 - iii. Seller shall execute, have acknowledged and deliver to the City an assignment of leases, and a notice to all tenants or other occupants of the Property under any occupancy agreement regarding the sale of the Property to the City and providing that all future payments of rent or other monies due under the occupancy agreement shall be made to the City.
 - iv. Seller shall deliver such other instruments and documents necessary to transfer title to the Property to City, in the condition herein contemplated, including without limitation any affidavit or agreement required by the Title Company to issue the Title Policy.
- b. Obligations of City at Closing: The following events shall occur at Closing:
 - i. The 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.
 - iii. The City shall deliver such other instruments and documents necessary to effectuate the transaction herein contemplated, including without limitation any affidavit or agreement required by the Title Company.
- c. Closing Costs. Closing costs shall be as provided for in Section 13 below.

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

11. REPRESENTATIONS AND WARRANTIES.

a. Subject to the limitations set forth in this Section 11, and excepting any occurrence, circumstance, condition, or other matter caused by the City or its invitees, guests, agents, employees, consultants, or contractors, or arising from City’s use and occupancy of the Property under the Lease, Seller warrants and represents that as of the Effective Date and at the time of conveyance:

- i. Except for the Lease, there are no leasehold interests in the Property;

- ii. To Seller's Knowledge, there is no condition existing with respect to the Property or its operation, that violates any law, rule regulation, code or ruling of the local jurisdiction, the State of Colorado, the United States, or any agency or court thereof;
- iii. To Seller's Knowledge, there are no patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;
- iv. There is no pending or, to Seller's Knowledge, threatened litigation, proceeding, or investigation by any governmental authority or any other person affecting the Property;
- v. To Seller's Knowledge, each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the City or made available to the City for inspection under this Agreement is complete and accurate, or will be complete and accurate on the timeframes set forth herein, provided that any document, schedule, item, and other information prepared or created by a person or party other than Seller and delivered to City by Seller or on Seller's behalf, is delivered to City without representation or warranty of any kind, including, without limitation, as to the completeness or accuracy thereof;
- vi. There are no improvements on the Property not owned by the Seller;
- vii. To Seller's Knowledge, there are no claims of possession not shown by record, as to any part of the Property; and
- viii. Except as disclosed to City, including any matters set forth in that certain Phase I Environmental Site Assessment prepared by Farmer Environmental Group, LLC and dated August 22, 2022, delivered by Seller to the City, or otherwise shown by public record or in the Title Documents:
 - 1. No part of the Property has ever been used as a landfill by Seller;
 - 2. Seller has no Knowledge of the presence of asbestos-contaminated soils existing within the Property;
 - 3. Seller has no Knowledge that the Property is or may be contaminated with any hazardous substances or toxic substances;
 - 4. Seller has not caused, and to Seller's Knowledge, there never has occurred, the release of any hazardous substances or toxic substances on the Property;
 - 5. Seller has received no written, official notification that the Property is subject to any federal, state or local lien, proceedings, claim, liability or action for the cleanup, removal, or remediation of any hazardous substances or toxic substances from the Property; and

6. Seller has no Knowledge as to any storage tanks on or beneath the Property.

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 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.

c. Notwithstanding any provision in this Agreement to the contrary, all representations and warranties contained in Section 11 shall survive the Closing until the date that is one hundred eighty (180) days after the Closing Date (the “**Survival Period**”) and shall not

merge into any of the closing documents. Neither Party shall have any liability or obligation with respect to any representation or warranty unless on or prior to the last day of the Survival Period after the Closing Date, the other Party shall have delivered written notice specifically asserting a claim of a breach of a representation or warranty and a detailed description and supporting documentation of such claim (“**Breach Notice**”) and provided that no later than thirty (30) days following the delivery of such Breach Notice the Party delivering such Breach Notice shall have filed a complaint in a court of competent jurisdiction with respect to such Breach Notice. All liabilities and obligations with respect to any breach of a representation or warranty shall lapse and be of no further force or effect after the last day of the Survival Period, except with respect to any matter contained in a Breach Notice delivered on or prior to the last day of the Survival Period.

d. Notwithstanding anything to the contrary contained elsewhere herein, if the City has Knowledge, prior to Closing of any breach of any representation or warranty made by Seller in this Agreement and the City nevertheless elects to close this transaction, such representation or warranty with respect to such matter shall be deemed modified to reflect such knowledge.

12. KNOWLEDGE. When used in this Agreement, the terms “**Knowledge**” with respect Seller or “**Seller’s Knowledge**” shall mean the current, actual knowledge of Jon Gettings, without investigation or inquiry or any duty therefor. The term “**Knowledge**” with respect to the City shall mean the current, actual knowledge of Lisa Lumley, City’s Director of Division of Real Estate, without investigation or inquiry or any duty therefor.

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 required by this Agreement 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 her 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, charges under the Service Contracts (except for any termination fees payable by the City pursuant to Section 4 hereof), 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. Seller expressly waives the remedy of specific performance; provided, however, that if the City fails to perform any of its obligations set forth herein or if any of the conditions set forth under Section 6(d) are not timely satisfied, Seller may terminate this Agreement, whereupon the Title Company shall disburse the Deposit to Seller, and the Parties

shall thereafter be released from all obligations under this Agreement except for any obligations that expressly survive the termination hereof. 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), 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. EXCEPT FOR SELLER’S RIGHTS TO ENFORCE ANY INDEMNIFICATION BY CITY’S CONTRACTORS OF SELLER HEREUNDER OR RECOVER DAMAGES UNDER CITY’S INSURANCE POLICY REFERENCED IN SECTION 4, SELLER IRREVOCABLY WAIVES THE RIGHT TO SEEK OR OBTAIN ANY OTHER LEGAL OR EQUITABLE REMEDIES, INCLUDING THE REMEDIES OF DAMAGES AND SPECIFIC PERFORMANCE FOR CITY’S FAILURE TO CONSUMMATE THE CLOSING IN BREACH HEREOF. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

Seller’s Initials

City’s Initials

b. If Seller does not consummate the transaction contemplated by this Agreement on account of its breach of its obligations under this Agreement (other than as a result of a default by City of its obligations hereunder), and Seller fails to cure such breach within five (5) business days after its receipt of written notice from the City identifying such breach, then City’s sole remedy shall be to elect in writing, by notice from City to Seller of any failure or default by Seller, one of the following: (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; (ii) waive such breach and proceed to Closing; or (iii) treat this Agreement as being in full force and effect and seek specific performance of Seller’s obligation to sell the Property to City. In the event City fails to commence an action for specific performance within ninety (90) days after becoming aware of Seller’s breach of its obligations under this Agreement, City shall be deemed to have elected the remedy set forth in (i) above. Nothing herein waives, impairs, limits or modifies the City’s power and authority of condemnation.

16. **TERMINATION**. If this Agreement is terminated, then all documents, records, information, and reports 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 except those that expressly survive termination.

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. **NO BROKER'S FEES**. The City and Seller represent to each other that they have had no negotiations through or brokerage services performed by any broker or intermediary, except for Kevin McKinnon and Alexander Shapiro with Transwestern (collectively, "**Seller's Broker**") working on behalf of Seller. Any commissions or fees payable to Seller's Broker in relation to the transaction contemplated herein shall be the sole obligation of Seller pursuant to a separate agreement.

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**. To the extent required by law applicable to Seller, in connection with the performance of its obligations under this Agreement, Seller may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability.

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:

Lisa Lumley
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
e-mail: lisa.lumley@denvergov.org

and

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:

Denver Community Church
1595 Pearl Street
Denver, Colorado 80203
Attn: Jon Gettings and Michelle Haan
Email: jgettings@denverchurch.org and mhaan@denverchurch.org

and, with a copy to:

Davis Graham & Stubbs LLP
1550 17th Street, Suite 500
Denver, Colorado 80202
Attn: Jonathan Goldstein
Email: jonathan.goldstein@dgsllaw.com

24. RIGHT TO ALTER TIME FOR PERFORMANCE. Any agreement by the Parties to alter any time for performance set forth in this Agreement must be in writing and signed by the City's 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 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. Except for any members or congregants of Seller who are employees of the City, Seller represents that to Seller’s Knowledge 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. Except as expressly set forth in this Agreement, all representations, warranties, liabilities, and obligations of the Parties herein shall not survive Closing (if it occurs) or the termination of this Agreement.

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. Each Party understands and agrees that it may not assign any of its rights, benefits, obligations, or duties under this Agreement without the other Party’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 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 mean the date the City delivers a fully executed copy of this Agreement to the Seller and Seller acknowledges its receipt of the same.

37. BUSINESS DAYS. If the Closing Date or any other date described in this Agreement by which one party hereto must give notice to the other party hereto or must fulfill an obligation is a Saturday, Sunday or a day observed by the Federal government or by the State of Colorado government as a legal holiday, then such Closing Date or such other date shall be automatically extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. Each Party consents to the use of electronic signatures by the other Party. Except for the Deed and any other documents for which the Title Company has requested original or ink signatures, this Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties. 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.

39. 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.

40. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Seller's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Seller shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Seller to make disclosures in violation of state or federal privacy laws. Seller shall at all times comply with D.R.M.C. 20-276.

41. AS-IS, WHERE-IS:

a. City represents that by reason of its business and financial experience and the business and financial experience of those persons retained by City to advise it with respect to its investment in the Property, City has sufficient knowledge, sophistication, and experience in business and financial matters to evaluate the merits and risks of the prospective investment. City has had or will have prior to the end of the Feasibility Period an adequate opportunity and time to review and analyze the risks attendant to the transactions contemplated in this Agreement with the assistance and guidance of competent professionals. City represents, warrants, and agrees that, except for the representations and warranties expressly set forth in Section 11 hereof or in any document or certificate executed by Seller at Closing pursuant to the terms of this Agreement, City is relying on its own inspections, examinations, and investigations in making the decision to purchase the Property. CITY ACKNOWLEDGES FOR CITY AND CITY'S SUCCESSORS, HEIRS AND ASSIGNEES, (I) CITY HAS BEEN OR WILL PRIOR TO CLOSING BE GIVEN A REASONABLE OPPORTUNITY TO INSPECT AND INVESTIGATE THE PROPERTY, ALL IMPROVEMENTS THEREON AND ALL ASPECTS RELATING THERETO, INCLUDING ALL DOCUMENTS, EITHER INDEPENDENTLY OR THROUGH AGENTS AND EXPERTS OF CITY'S CHOOSING AND (II) THAT CITY IS ACQUIRING THE PROPERTY BASED UPON CITY'S OWN INVESTIGATION AND INSPECTION THEREOF.

b. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 11 HEREOF AND IN ANY OTHER DOCUMENT OR CERTIFICATE EXECUTED AND DELIVERED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT AND THE CONSUMMATION OF SELLER'S OTHER OBLIGATIONS HEREUNDER, AND EXCEPT FOR CLAIMS BASED ON FRAUD, THE SALE AND CONVEYANCE BY SELLER TO CITY OF ALL RIGHT, TITLE, AND INTEREST OF

SELLER IN AND TO THE PROPERTY WILL BE MADE WITHOUT ANY WARRANTY OR RECOURSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE (EXCEPT AS TO ACTS OF SELLER AND AS TO SELLER'S OWNERSHIP OF ANY PERSONAL PROPERTY), ABSENCE OF VICES OR DEFECTS (WHETHER APPARENT OR LATENT, KNOWN OR UNKNOWN, EASILY DISCOVERABLE OR HIDDEN), FITNESS FOR ANY ORDINARY USE, OR FITNESS FOR ANY INTENDED USE OR PARTICULAR PURPOSE. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 11 HEREOF OR IN ANY OTHER DOCUMENT OR CERTIFICATE DELIVERED PURSUANT TO THE TERMS OF THIS AGREEMENT AND THE CONSUMMATION OF SELLER'S OTHER OBLIGATIONS HEREUNDER, THE SOLE PERIL AND RISK OF EVICTION (EXCEPT AS A RESULT OF ACTS OF SELLER) WITH RESPECT TO THE REAL PROPERTY SHALL BE ASSUMED BY CITY, BUT WITH FULL SUBSTITUTION AND SUBROGATION IN AND TO ALL OF THE RIGHTS AND ACTIONS OF WARRANTY WHICH SELLER HAS OR MAY HAVE AGAINST ALL PRECEDING OWNERS OR SELLERS; IT BEING UNDERSTOOD THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 11 HEREOF OR IN ANY OTHER DOCUMENT OR CERTIFICATE DELIVERED PURSUANT TO THE TERMS OF THIS AGREEMENT AND THE CONSUMMATION OF SELLER'S OTHER OBLIGATIONS HEREUNDER, AND EXCEPT FOR CLAIMS BASED ON FRAUD, CITY WILL TAKE THE PROPERTY "AS IS" "WHERE IS" AND "WITH ALL FAULTS."

42. OIL, GAS, WATER AND MINERAL DISCLOSURE.

a. THE SURFACE ESTATE OF THE LAND MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE LAND, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE LAND TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

b. THE USE OF THE SURFACE ESTATE OF THE LAND TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

c. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE LAND MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

d. THE CITY IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE LAND, INCLUDING

DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

43. METHAMPHETAMINE LABORATORY. TO SELLER'S KNOWLEDGE, THE PROPERTY HAS NOT BEEN USED AS A METHAMPHETAMINE LABORATORY.

44. TRANSPORTATION PROJECTS. TO SELLER'S KNOWLEDGE, THE PROPERTY IS NOT AFFECTED OR EXPECTED TO BE AFFECTED BY A PROPOSED OR EXISTING TRANSPORTATION PROJECT.

45. SOURCE OF POTABLE WATER. THE SOURCE OF POTABLE WATER FOR THIS PROPERTY IS A WATER PROVIDER, WHICH CAN BE CONTACTED AS FOLLOWS:

NAME: Denver Water
ADDRESS: 1600 W. 12th Ave.
Denver, CO 80204
WEBSITE: <https://www.denverwater.org/>
BILLING TELEPHONE: 303-893-2444

SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUNDWATER. YOU MAY WISH TO CONTACT YOUR PROVIDER TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

Contract Control Number: FINAN-202473273-00
Contractor Name: DENVER COMMUNITY CHURCH

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202473273-00
DENVER COMMUNITY CHURCH

By: SEE VENDOR SIGNATURE PAGE ATTACHED

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

IN WITNES WHEREOF, the Parties hereto have executed or caused this Agreement to be executed as of the Effective Date.

SELLER:

DENVER COMMUNITY CHURCH,
a Colorado nonprofit corporation

DocuSigned by:

By:

Jonathan Gettings

Name:

Jonathan Gettings

Its:

Executive Pastor

CONSENT AND AGREEMENT OF TITLE COMPANY

The undersigned Title Company hereby agrees to (i) accept the foregoing Agreement, (ii) be Title Company under said Agreement, and (iii) be bound by said Agreement in the performance of its duties under said Agreement.

LAND TITLE GUARANTEE COMPANY

By: _____

Name: _____

Title: _____

Date of Execution: _____

EXHIBIT A

Legal Description

PARCEL A:

PLOTS 10 AND 11, BLOCK 1, MOUNTAIN VIEW PARK, EXCEPT THE REAR 8 FEET OF SAID LOTS, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

PLOTS 8 AND 9, EXCEPT REAR OR WESTERLY 8.00 FEET FOR ALLEY PURPOSES, ALSO EXCEPT THAT PORTION OF PLOT 8 CONVEYED IN DEED RECORDED APRIL 9, 1992 UNDER RECEPTION NO. 35753, BLOCK 1, MOUNTAIN VIEW PARK, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

EXHIBIT 2
(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 _____, 2024, by DENVER COMMUNITY CHURCH, a Colorado nonprofit corporation, whose address is 1595 N. Pearl Street, Denver, Colorado 80203 (“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, subject to “statutory exceptions” as such term is defined in Colorado Revised Statute § 38-30-113(5).

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

GRANTOR:

DENVER COMMUNITY CHURCH,
a Colorado nonprofit corporation

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2024,
by _____ its _____
of Denver Community Church, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit A
Legal Description of Property

EXHIBIT A

Legal Description

PARCEL A:

PLOTS 10 AND 11, BLOCK 1, MOUNTAIN VIEW PARK, EXCEPT THE REAR 8 FEET OF SAID LOTS, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

PLOTS 8 AND 9, EXCEPT REAR OR WESTERLY 8.00 FEET FOR ALLEY PURPOSES, ALSO EXCEPT THAT PORTION OF PLOT 8 CONVEYED IN DEED RECORDED APRIL 9, 1992 UNDER RECEPTION NO. 35753, BLOCK 1, MOUNTAIN VIEW PARK, CITY AND COUNTY OF DENVER, STATE OF COLORADO.