

PURCHASE AND SALE AGREEMENT
(4101 North Pecos Street, Denver, Colorado 80211)

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date (defined in Section 36 below), between the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado (“**City**”), whose address is 1437 Bannock Street, Denver, Colorado 80202, and JOSE M. RODRIGUEZ, an individual (“**Seller**”), whose address is 1435 Kokai Circle, Denver, Colorado 80221. The City and Seller are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. Seller owns certain Property (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.

a. Real Property. Subject to the terms of this Agreement, on the Closing Date (defined in Section 8 below), the City shall purchase and Seller shall sell the real property generally located at 4101 North Pecos Street, Denver, Colorado 80211, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, together with Seller’s interest, if any, in and to (a) all easements, rights of way and vacated roads, streets and alleys appurtenant to the Real Property; (b) all buildings, fixtures and improvements on the Real Property; (c) 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 Real Property; (d) any and all mineral rights, including but not limited to, sand, gravel, coal, and oil, gas and other hydrocarbons in, under, and that may be produced from the Real Property; and (e) all water rights, if any, owned by Seller appurtenant to or otherwise associated with the Real Property (collectively, the “**Real Property**”).

b. Personal Property. Subject to the terms of this Agreement, on the Closing Date, the City shall purchase and Seller shall sell all furniture, equipment, and other personal property located on the Real Property as of the Effective Date of this Agreement (collectively, the “**Personal Property**”). Notwithstanding the foregoing, the Personal Property to be purchased and sold on the Closing Date shall exclude (i) any items of Personal Property owned by residents occupying all or any portion of the Real Property on the Closing Date (collectively, the “**Resident Property**”); and (ii) any items of Personal Property that the Parties agree, in writing prior to the expiration of the Due Diligence Period (defined in Section 7(b) below), are to be retained by the Seller (collectively, the “**Excluded Items**”).

c. Property. The Real Property, together with the Personal Property except any Resident Property or Excluded Items, are collectively referred to in this Agreement as the “**Property**”.

2. PURCHASE PRICE; MAXIMUM CONTRACT AMOUNT.

a. Purchase Price. The total purchase price for the Property to be paid by the City at Closing as just compensation shall be EIGHT MILLION DOLLARS (\$8,000,000.00) (“**Purchase Price**”), which shall be payable as follows:

i. 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**”), whose address is provided in Section 23 below, 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 paid to Seller or returned to the City in accordance with the terms and conditions of this Agreement.

ii. 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.

b. Maximum Contract Amount. Notwithstanding anything to the contrary in this Section 2 or elsewhere in this Agreement, the total amount to be paid by the City at Closing, inclusive of the Purchase Price and the City’s share, if any, of prorations, adjustments, title insurance policies and endorsements, and closing costs, shall not exceed EIGHT MILLION TWENTY-FIVE THOUSAND DOLLARS (\$8,025,000.00) (“**Maximum Contract Amount**”). For purposes of clarity, the foregoing Maximum Contract Amount is solely for the City’s internal purposes and does not and shall not increase the amount of the Purchase Price to be paid by the City to Seller for the Property in accordance with Section 2(a) above.

3. ENVIRONMENTAL CONDITION.

a. Environmental Information. By the timeframe set forth in Section 7(a), Seller shall disclose, in writing, to the City all information Seller has knowledge of regarding any environmental contamination (including asbestos-contaminated soils) or the presence of any hazardous substances or toxic substances on, under, or about the Property. If Seller acquires any actual knowledge of any additional information regarding environmental contamination concerning the Property, 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 and in any event prior to Closing. 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, 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 substances also includes “hazardous waste” and “petroleum” as defined in the Resource Conservation and Recovery Act, 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, 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 asbestos, polychlorinated biphenyls (PCB’s), and lead-based paints.

b. Environmental Review. Subject to the City’s obligations set forth in Section 4 herein, the City, at its sole option and expense, may conduct or cause to be conducted

environmental audits, including without limitation a reasonable and typical hazardous materials survey for asbestos and lead-based paint, and perform other environmental tests on the Property to identify any existing or potential environmental problems located in, on, or under the Property, including 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 City shall pay promptly when due for all work performed on the Property by the City, or at the City's instance or request, including, without limitation, all inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by the City relating to the inspections of the Property, all of which shall be incurred and payable at the sole cost and expense of the City.

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 conditions 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 the City's notice thereof by the date set forth in Section 7(c) of this Agreement, the City, in its sole discretion and as its sole remedy, may elect to waive such unacceptable conditions and proceed to Closing, or terminate this Agreement by providing written notice thereof to Seller by the deadline set forth in Section 7(d) of this Agreement in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate 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).

4. **INSPECTION/SURVEY.** The City has the right to inspect the physical condition of the Property. 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 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 conduct environmental audits and tests as provided in Section 3(b). The City shall give notice of any unacceptable physical or survey conditions 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 conditions 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 and as its sole remedy, may elect to waive such unacceptable physical or survey condition and proceed to Closing, or terminate this Agreement by providing written notice thereof to Seller by the deadline set forth in Section 7(d) of this Agreement in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate 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 after the Effective Date, deliver to the City copies of any and all existing leases, agreements, contracts or arrangements for management, service, maintenance or operation binding on the Property, that are currently in Seller's possession or control and that the City is not a party to (collectively, the "**Property Agreements**"). Prior to the

deadline set forth in Section 7(b), the City shall notify Seller which of the Property Agreements it elects to assume at Closing, if any. Unless otherwise directed by the City prior to Closing, all Property Agreements shall be terminated on or before the Closing Date at the sole and exclusive cost of Seller.

Notwithstanding anything herein to the contrary, the City shall exercise its inspection rights only after giving not less than twenty-four (24) hours' advance notice to Seller, during normal business hours, and in such a manner as to not provide any interruptions or interference with existing operations currently ongoing at the Property. Seller reserves the right to be present during any such inspection by the City. In the event that the City terminates this Agreement, this Agreement is terminated due to the City's uncured default, or the City fails to purchase the Property for any reason other than Seller's uncured default (each of the foregoing, a "**Termination Event**"), the City shall promptly repair any damage to the Property resulting from the City's inspection of the Property and restore the Property to substantially the same condition it was in prior to the Property inspection, which obligation shall survive the early termination of this Agreement. Notwithstanding the foregoing, the City shall have no liability obligations with respect to any claims or expenses arising (i) from the negligence or willful misconduct of (A) Seller, or anyone acting by, through, under or on behalf of Seller (including, without limitation, any agent, employee, or contractor of Seller), or (B) any third party not acting by, through, under or on behalf of the City; or (ii) as a result of the City or its agents, employees or contractors merely discovering any pre-existing condition on or about the Property in connection with the City's investigation of the Property so long as the same is not negligently or intentionally exacerbated by the City. Any third-party representative which the City brings onto the Property for purposes of performing an inspection shall hold liability insurance coverage in a minimum amount of \$1,000,000.00.

Notwithstanding anything herein to the contrary, except for a usual and customary Phase I Environmental Site Assessment, and except for usual and customary lead-based paint and asbestos testing, the City shall not conduct any Phase II Environmental Site Assessment or any invasive physical testing (environmental, structural or otherwise) at the Property (such as soil borings, water samplings or the like) or take physical samples from the Property without Seller's express written consent, which may be withheld in Seller's sole discretion, and after any Termination Event, the City shall promptly return the Property to substantially its prior condition and state of repair, which obligation shall survive the early termination of this Agreement. For the avoidance of doubt, neither Seller nor the City shall be required to remediate any hazardous materials merely discovered and not negligently or intentionally exacerbated as a result of the City's hazardous materials survey or other investigations of the Property.

5. **TITLE.**

a. Title Review. The City has obtained or will obtain a commitment for an owner's title insurance policy for the Property, which commitment, including all updates thereto and all copies or abstracts of instruments or documents identified in the commitment, are herein collectively referred to as the "**Title Documents.**" The City shall provide, or cause Title Company to provide, to Seller a copy of the Title Documents within ten (10) business days after the Effective Date.

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)

that have been entered into by Seller and are binding on the Property, and that the City is not party to, and survey(s) in Seller's possession or control 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, to the extent such documents are in Seller's possession or control and are not already in the City's possession or control. In addition, Seller shall provide to the City copies of all documents that pertain to the Property, to the extent such documents are in Seller's possession or control and are not already in the City's possession or control, including soil reports, geo tech reports, water rights and engineering analyses, traffic studies, surveys, leases, and operating expenses for the Property.

c. Notice of Unacceptable Condition, Cure, and City Elections. The City shall give notice of any unacceptable conditions of title to Seller by the deadline set forth in Section 7(b) of this Agreement. Seller may elect (in Seller's sole discretion), at Seller's sole cost and expense, to cure to the City's satisfaction such unacceptable conditions by the date in Section 7(c) of this Agreement. 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 as its sole remedy may elect to waive such unacceptable conditions and proceed to Closing, or terminate this Agreement by providing written notice thereof to Seller by the deadline set forth in Section 7(d) of this Agreement in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate 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 material and adverse matter affecting title to the Property not caused by the City ("**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 applicable 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 fourteen (14) days after the City discovers such Defect provided that, if such Defect is discovered within fourteen (14) 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 cure or cause Title Company to commit to issue coverage over such Defect to the reasonable satisfaction of the City and the Title Company within 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 five (5) 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, or caused Title Company to commit to issue coverage over, such Defect to the reasonable satisfaction of the City and the Title Company prior to the expiration of the applicable cure period, the City shall have the right to (i) waive Seller's cure of the applicable Defect(s) and close on such original or postponed date; (ii) 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 (iii) 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. The City's obligation to close shall be conditioned upon the Title Company's irrevocable commitment to issue to the City, at Closing, an ALTA form of extended coverage owner's policy of title insurance insuring marketable fee simple title to the Property in the City in the amount of the Purchase Price, subject only to the permitted exceptions accepted by the City in accordance with Section 5 above ("**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 standard exceptions 1-8; provided, however, that Seller shall not be required to provide any survey required to delete any standard exceptions.

b. Seller's aforementioned obligation to execute necessary affidavits and provide adequate assurances for the removal of the standard exceptions from the Title Policy to be issued is a condition precedent to the City's obligation to purchase the Property; provided, however, that Seller shall not be required to provide any survey required to delete any standard exceptions.

c. Unless otherwise directed by the City, prior to Closing, Seller shall have terminated the Property Agreements.

d. From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller (i) shall operate and maintain the Property in substantially the manner that it is currently being operated and maintained by Seller; (ii) shall not enter into any new lease, lease modification, lease extension or other occupancy or use agreement without obtaining the City's prior written consent, which consent may be withheld, conditioned, or delayed in the City's sole and absolute discretion; and (iii) shall not enter into any contracts, commitments, or other obligations that would be binding upon the City and/or the Property after Closing without obtaining the City's prior written consent, which consent may be withheld, conditioned, or delayed in the City's sole and absolute discretion.

e. The City shall have received all appropriations and approvals from the City Council and/or any other persons or authorities that are necessary for the City to acquire the Property. With respect to this condition and Section 27 below, the Parties acknowledge that, on the Effective Date of this Agreement, the execution of this Agreement and consummation of the transaction contemplated herein in accordance with the terms and conditions of this Agreement have been approved by the Denver City Council, and as a result of the foregoing, the Parties do not anticipate that additional appropriations or approvals shall be required.

f. Since the expiration of the Due Diligence Period, there shall have been no material adverse change in the environmental or structural condition of the Property, and the Property shall not have sustained any loss or damage which materially adversely affects its value or use; provided that the foregoing condition shall not be deemed to be unsatisfied if the change in condition of the Property is caused by the City.

g. Neither Party shall be in breach, beyond any applicable cure periods if provided by this Agreement, of any of the applicable Party's representations, warranties, covenants, or obligations under this Agreement.

If any of the foregoing conditions precedent to the Parties' obligations to close are not satisfied by the Closing Date or such earlier date as is required under this Agreement, the Party

that would receive the benefit of the condition shall have the right to (A) waive such failed condition and close on the Closing Date (which may be extended as provided in this paragraph); (B) extend the Closing Date by written notice to the other Party to allow such additional time as the Parties may agree for the subject condition(s) precedent to be satisfied; or (C) terminate this Agreement by giving notice to the other Party before the original or extended Closing Date, in which case the Title Company shall return the Deposit to the appropriate Party as provided herein 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). The foregoing rights and remedies of the City shall be in addition to, and not in limitation of, any rights or remedies of the City if the failure of a condition to occur also constitutes, or is the result of, an uncured default by Seller under this Agreement.

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 Section 3(a), Section 4, and Section 5(b) of this Agreement, no later than 5 p.m. mountain time on the date that is 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 conditions under Section 3(c), Section 4, and Section 5(c) of this Agreement, by no later than 5 p.m. mountain time on the date that is ninety (90) 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, in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate 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). For the avoidance of doubt, the City's failure to terminate this Agreement by the deadline set forth in this Section 7(b) shall be deemed to be the City's election to waive such uncured conditions or objections (which shall thereafter be deemed Permitted Exceptions hereunder) and the City's waiver of its right to terminate under this Section 7(b); provided, however, such waiver shall not limit or otherwise modify the City's right to terminate this Agreement as provided elsewhere in this Agreement.

c. Seller's Cure. Seller shall have until no later than 5 p.m. mountain time five (5) business days after the date of the City's objection notice to elect in Seller's sole discretion to cure all the unacceptable conditions set forth in any objection notice delivered under Section 3(c), Section 4, Section 5(c), and/or Section 7(b) of this Agreement.

d. City's Election. In the event Seller declines to cure the unacceptable 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, in its sole discretion and as its sole remedy may elect to waive any uncured objections and proceed to Closing, or terminate this Agreement by written notice delivered to Seller within ten (10) business days after the deadline to cure established in Section 7(c) of this

Agreement. In the event the City terminates this Agreement, the Title Company shall return the Deposit to the City and this Agreement shall terminate 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). For the avoidance of doubt, the City's failure to terminate this Agreement by the deadline set forth in this Section 7(d) shall be deemed to be the City's election to waive any such uncured objections (and any uncured objections to title conditions shall thereafter be deemed Permitted Exceptions hereunder) and waiver of its right to terminate under this Section 7(d); provided, however, such waiver shall not limit or otherwise modify the City's right to terminate this Agreement as provided elsewhere in this Agreement.

e. Deadlines. In the event any deadline for a Party's performance occurs on a Saturday, Sunday, or national, state or City holiday, or on a mandatory City scheduled furlough day, the deadline for such performance shall automatically extend to the next regular business day following such weekend, holiday, or mandatory City scheduled furlough day.

8. DATE OF CLOSING. Subject to the provisions of this Agreement, the date of Closing ("**Closing Date**") shall be the date that is thirty (30) days after the City's opening of its community corrections facility located near the intersection of Dahlia Street and East 46th Avenue in Denver, or on a date as otherwise agreed by the Parties in writing signed by the Director of the Division of Real Estate or her designee (collectively, the "**Director**"), and Seller, but in no case shall the Closing Date be later than March 31, 2027.

9. CLOSING. The closing of the transaction contemplated by this Agreement ("**Closing**") shall take place at the offices of the Title Company. Seller or Buyer may elect to close in escrow without attending the Closing.

a. Obligations of Seller at Closing. Seller shall cause the following to occur at the Closing:

i. Seller shall execute, have acknowledged and deliver a Special Warranty Deed in substantially the form set forth as Exhibit B attached hereto and incorporated herein by reference ("**Deed**") conveying the Property to the City free and clear of all taxes (with proration of taxes as provided herein).

ii. Seller shall execute, have acknowledged and deliver to the City a bill of sale, in the form prepared by Title Company or in such other form as is reasonably acceptable to Seller and the City, conveying to the City all of Seller's right, title and interest in and to the Personal Property, except the Excluded Items, free and clear of all taxes.

iii. Seller shall deliver such other instruments and documents as may be reasonably necessary or required to transfer title to the Property to the City in the condition herein contemplated, including any affidavit or agreement required by the Title Company.

b. Obligations of City at Closing. The City shall cause the following to occur at Closing:

i. The City shall deliver or cause to be delivered to the Title Company good funds by wire transfer in the amount of the Purchase Price after crediting the Deposit and

subject to adjustments and prorations in accordance with Section 13 and Section 14 of this Agreement.

ii. The City shall deliver such other instruments and documents as may be reasonably necessary or required to close the transaction contemplated by this Agreement, including execution and delivery of any documents customarily and reasonably required by the Title Company.

c. Closing Costs. Closing costs shall be paid as provided in Section 13 below.

10. POSSESSION. Possession of the Property in the condition required by this Agreement shall be delivered to the City at Closing.

11. REPRESENTATIONS AND WARRANTIES.

a. Seller warrants and represents that, except as shown in the Title Documents and/or otherwise disclosed by Seller to the City in accordance with the provisions of this Agreement, as of the Effective Date and at the time of conveyance of the Property:

i. There are no other parties in possession of all or any portion of the Property, except current and future tenants, subtenants or occupants as may be approved in writing by the City, and occupants receiving correctional or quasi-correctional services at the Property, and the City shall have possession of the Property at Closing in the condition required by this Agreement;

ii. Except for occupants receiving correctional or quasi-correctional services at the Property, and except for any matters created by, through, or under the City, to Seller's knowledge, there are no leasehold interests (except for any leases by and between Seller and related parties) or other matters not reflected in the Title Documents affecting title to or possession of all or any portion of the Property, and all bills and claims for labor performed and materials furnished to or for the benefit of the Property have been paid or will be paid in full by Seller at or prior to Closing;

iii. To Seller's knowledge, there is no known 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;

iv. To Seller's knowledge, there is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person affecting Seller or the Property;

v. Each and every document, schedule, item, and other information delivered or to be delivered by Seller to the City or made available to the City for inspection under this Agreement is the same as what Seller uses in the day to day ownership and operation of the Property (the City acknowledges that Seller shall not be liable for the accuracy of any document, schedule, item, and other information generated by third parties, such as title reports and surveys, provided that Seller agrees it will promptly notify the City if, to Seller's knowledge, there is any inaccuracy in any document, schedule, item, or other information provided to the City by Seller);

vi. Seller has provided or will provide to the City (to the extent they are not already in the City's possession), on or before the timeframes set forth herein, copies of all Property Agreements not shown in the real property records binding on all or any portion of the Property, in accordance with the provisions of Section 5 of this Agreement (Title);

vii. To Seller's knowledge, no portion of the Property is owned by a person or entity other than Seller, Seller is the lawful owner of all items comprising the Property to be conveyed to the City under this Agreement, and Seller is entitled to the portion of the Purchase Price allocable to such items as compensation for the same;

viii. To Seller's knowledge, except for this Agreement, there are no contracts of sale, options to purchase, reversionary rights, rights of first refusal, rights of first offer, or similar preemptive rights affecting all or any portion of the Property;

ix. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code of 1986, as amended, and the corresponding income tax regulations and similar provisions of law, and neither Seller nor any persons or entities holding any legal or beneficial interest whatsoever in Seller are (A) the target of any sanctions program established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (B) designated by the President of OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701–06, the PATRIOT Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; (C) named in the following lists that are published by OFAC: "List of Specially Designated Nationals and Blocked Persons" or "Foreign Sanctions Evaders List;" or (D) a person or entity that is affiliated with any person or entity identified in clauses (A), (B), or (C) above;

x. To Seller's knowledge, Seller and its affiliated entities and persons have not (A) commenced a voluntary case with respect to it or its assets, or had entered against it any petition, for relief under any federal bankruptcy law or any similar petition, order, or decree under any federal or state law or statute related to bankruptcy, insolvency, or other relief for debtors; (B) caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding, to hold, administer, and/or liquidate all or substantially all of its assets; or (C) made a general assignment for the benefit of creditors; and

xi. With respect to environmental matters, except as disclosed by Seller to the City in accordance with the provisions of this Agreement:

A. To Seller's knowledge, no part of the Property has ever been used as a landfill by Seller;

B. Seller has no knowledge of the presence of asbestos-contaminated soils existing within the Property;

C. Seller has no knowledge that the Property is or may be contaminated with any hazardous substances or toxic substances;

D. Seller has not caused and will not cause, and to the best of Seller's knowledge there never has occurred, the release of any hazardous substances or toxic substances on or from the Property;

E. Seller has received no written notification that the Property is subject to any federal, state or local lien, proceeding, claim, liability or action or the threat or likelihood thereof, for the cleanup, removal, or remediation of any hazardous substances or toxic substances from the Property; and

F. Seller has no knowledge or information as to any storage tanks on or beneath the Property.

As used herein, the term "Seller's knowledge" (or words of similar import) shall mean the actual knowledge of Jose M. Rodriguez, with no duty of investigation or inquiry and no personal liability to such individual.

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 terms of this Agreement and 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 the Director, with respect to the City, and to the actual knowledge of Seller, neither the execution and delivery of this Agreement nor the consummation of the transaction 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, heirs, 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 AND UNDERSTANDS THE SAME.

c. The foregoing representations and warranties of Seller and all of Seller's liability hereunder survive Closing for a period of nine (9) months thereafter and in no event shall Seller be liable for punitive, special or consequential damages or lost profits.

d. Notwithstanding anything to the contrary contained herein, if the Closing of the transaction hereunder shall have occurred, Seller shall have no liability to the City (and the City shall make no claim against Seller) for a breach of any representation or warranty or any other covenant, agreement or obligation of Seller, or for indemnification, under this Agreement or any document executed by Seller in connection with this Agreement, unless (i) the valid claims for all such breaches and indemnifications collectively aggregate to more than \$5,000.00, and (ii) the liability of Seller under this Agreement and such documents shall not exceed, in the aggregate (including attorney's fees), an amount equal to \$160,000.00; provided, however, such limitations on Seller's liability shall not apply with respect to the fraud or intentional misconduct of Seller.

e. Except as specifically set forth in this Agreement (including Section 11(a) above) or in the Deed or any other documents delivered in connection with the Closing, the transfer of interests in the Property hereunder in connection with the Closing is and will be made on an "as is" basis, without representations and warranties of any kind or nature, express, implied or otherwise, including any representation or warranty concerning title to the Property, the physical condition of the Property (including the condition of the soil or any improvements), the environmental condition of the Property (including the presence or absence of hazardous substances on or respecting the Property), the compliance of the Property with applicable laws and regulations (including zoning and building codes or the status of development or use rights respecting the Property), the financial condition of the Property or any other representation or warranty respecting any income, expenses, charges, liens or encumbrances, rights or claims on, affecting or pertaining to the Property or any part thereof. The City acknowledges that it has had the opportunity to examine, review and inspect all matters which in the City's judgment bear upon the Property and its value and suitability for the City's purposes, and has either done so or elected not to do so. Except as to matters specifically set forth in this Agreement (including Section 11(a) above) or in the Deed or any other documents delivered in connection with the Closing, the City will proceed with the Closing solely on the basis of its own physical and financial examinations, reviews and inspections and the title insurance protection afforded by the Title Policy.

12. PAYMENT OF ENCUMBRANCES. Seller is responsible for paying all monetary liens and encumbrances with respect to the Property 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 provided by the Title Company, and unless exempt, the City shall also pay all documentary, transfer, real estate, and recording taxes and/or fees associated with the conveyance of the Property. Seller shall pay all recording fees and other costs for the release of monetary liens and encumbrances from the Property. 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

Director 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 attributable to Seller's period of ownership of 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. The Parties acknowledge and agree that the City is exempt from the payment of taxes and assessments, and as a result, the City shall not be liable or responsible for the proration or payment of taxes or assessments associated with the Property, and the City shall not be responsible for the proration or payment of any other charges for the Property which the City is or will be exempt from paying prior to, at, or after Closing. If the Closing occurs before the assessed value of the Property is fixed for the calendar year in which Closing takes place, the apportionment of real property taxes shall be based on the mill levy for the preceding year applied to the latest assessed valuation. Seller agrees that to the extent the actual taxes for the calendar year in which Closing takes place differ from the amount paid at Closing, there shall be a final reparation of the estimated taxes and special assessments promptly following the issuance of final bills and Seller shall make all necessary adjustments by appropriate payments following the Closing. This provision shall survive delivery of the Deed.

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 shall be 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, which shall be in addition to and without limitation of any other rights and remedies provided to a Party under this Agreement:

a. City Default. If the City is in default under this Agreement and such default has not been cured by the City within the timeframe provided elsewhere in this Agreement, or in the absence of any such timeframe, if the City's default is not cured within ten (10) business days after the City's receipt of written notice thereof from Seller, then Seller may, as its sole and exclusive remedy, terminate this Agreement by written notice to the City and receive the Deposit as liquidated damages. THE CITY AND SELLER AGREE THAT, IN THE EVENT OF TERMINATION OF THIS AGREEMENT AS A RESULT OF THE CITY'S UNCURED DEFAULT, 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 EARNED THEREON, IF ANY), IN WHICH CASE (i) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE CITY AND SELLER HEREUNDER SHALL TERMINATE 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, AND (ii) TITLE COMPANY SHALL DELIVER THE DEPOSIT (INCLUSIVE OF INTEREST EARNED THEREON, IF ANY) 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 THE CITY'S FAILURE TO CONSUMMATE THE CLOSING DUE TO THE CITY'S UNCURED DEFAULT UNDER THIS AGREEMENT, AND AS A RESULT, SELLER AGREES THAT RECEIPT OF THE DEPOSIT (INCLUSIVE OF INTEREST EARNED THEREON, IF ANY) SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY AND IRREVOCABLY WAIVES THE RIGHT TO SEEK OR OBTAIN ANY OTHER LEGAL OR EQUITABLE REMEDIES FOR THE CITY'S UNCURED DEFAULT UNDER THIS AGREEMENT, INCLUDING THE REMEDIES OF DAMAGES AND SPECIFIC PERFORMANCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PARAGRAPH OR ELSEWHERE IN THIS AGREEMENT, SELLER ACKNOWLEDGES AND AGREES THAT THE CITY IS RELYING UPON AND DOES NOT WAIVE THE MONETARY LIMITATIONS OR ANY OTHER RIGHTS, IMMUNITIES OR PROTECTIONS PROVIDED BY THE COLORADO GOVERNMENTAL IMMUNITY ACT, C.R.S. § 24-10-101, *ET SEQ.*, AS AMENDED.

b. Seller Default. If Seller is in default under this Agreement and such default has not been cured by Seller within the timeframe provided elsewhere in this Agreement, or in the absence of any such timeframe, if Seller's default is not cured within ten (10) business days after Seller's receipt of written notice thereof from the City, then the City may elect, as its sole remedy, other than with regard to failure of a condition to Closing, to either (i) terminate this Agreement by written notice to Seller, in which case the Title Company shall return the Deposit to the City, and this Agreement shall terminate 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 (ii) treat this Agreement as being in full force and effect and seek specific performance. Nothing herein waives, impairs, limits or modifies the City's power and authority of condemnation.

16. RETURN OF DOCUMENTS. If this Agreement is terminated, then all documents and things of value received by a Party under this Agreement from the other Party shall be returned to the providing Party, the Title Company shall return or pay the Deposit to the Party entitled thereto under this Agreement, and this Agreement shall terminate 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).

17. COOPERATION OF THE PARTIES. In the event any third party brings an action against a Party to this Agreement regarding the validity or operation of this Agreement, the other Party shall 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 that would require the payment of any commission or fees in connection with the transaction contemplated by this Agreement. In the event a claim for a commission or fees is made by a broker or other intermediary in connection with this Agreement, such commission or fees shall be the sole responsibility and liability of the Party whose actions or omissions resulted in such claim.

19. SEVERABILITY. In the event 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, Seller agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, 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. Seller shall insert the foregoing provision in all subcontracts for work on the Property.

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 or default exists in no way impairs or prejudices any right or remedy available with respect to the breach or 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 of 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 all matters of formation, interpretation, construction, validity, performance, and enforcement. Venue for any action arising out of this Agreement shall 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 by electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, to the Parties at the addresses given below. Notwithstanding the foregoing, notices of default shall not be delivered solely by electronic mail. Notices that are personally delivered or sent by electronic, 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 Seller:

Jose M. Rodriguez
1435 Kokai Circle
Denver, Colorado 80221
Email: jmrod91850@aol.com

and

Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Suite 2900
Denver, Colorado 80202
Attention: Zachary J. Siegel
Email: zsiegel@bhfs.com

If to City:

Luke McKay
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
Email: luke.mckay@denvergov.org

and

Melisa Castro-Herrmann
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
Email: melisa.castroherrmann@denvergov.org

With copies of default 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 West Colfax Avenue, Department 1207
Denver, Colorado 80202

If to Title Company:

Land Title Guarantee Company
3033 East 1st Avenue, Suite 600
Denver, Colorado 80206
Attn: David Knapp and Derek Greenhouse
Email: dknapp@ltgc.com and dgreenhouse@ltgc.com

24. RIGHT TO ALTER TIME FOR PERFORMANCE AND MAKE NON-SUBSTANTIVE CHANGES. The Parties may alter any time for performance set forth in this Agreement, or make technical, minor, or non-substantive changes to this Agreement, by a letter, amendment, or other writing signed by the Director and an authorized representative of Seller. All other amendments to this Agreement must be fully executed by the City and 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 the 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 permitted assignment hereof as provided in Section 33 below. 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. The Parties acknowledge and agree that, without limitation of the provisions in Section 6.e above, the 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. 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 and the permitted successors or assigns of a Party.

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 after City Council approval of this Agreement.

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 of this Agreement (“**Effective Date**”) shall be the date the City delivers a fully executed copy of this Agreement to Seller.

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. Except for the respective representations, warranties, covenants and obligations of the Parties in this Agreement, the Parties (a) expressly assume any and all risks that the facts and law may be or become different from the facts and law as known, or believed to be true, by the Parties as of the date of this Agreement; and (b) agree that 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.

[Remainder of page intentionally left blank; signature pages follow]

Contract Control Number:
Contractor Name:

FINAN-202582463-00
JOSE M. RODRIGUEZ

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-202582463-00
JOSE M. RODRIGUEZ

SEE ATTACHED PAGE

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SELLER:

By: Jose M. Rodriguez
Jose M. Rodriguez

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on the 16th day of December, 2025
2025, by Jose M. Rodriguez, an individual.

WITNESS my hand and official seal.

L Cuellar
Notary Public

LINDA MARISOL CUELLAR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144019294
MY COMMISSION EXPIRES MAY 19, 2026

EXHIBIT A
(Legal Description of Property)

LOTS 16 THROUGH 23, INCLUSIVE BLOCK 1, SUNNYSIDE ANNEX, CITY AND
COUNTY OF DENVER, STATE OF COLORADO.

EXHIBIT B
(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 _____, 202__, by JOSE M. RODRIGUEZ, an individual (“**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.

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

[Signature page(s) and exhibit to be attached]