

**PURCHASE AND SALE AGREEMENT**  
(Near 17598 Green Valley Ranch Boulevard)

**THIS PURCHASE AND SALE AGREEMENT (“Agreement”)** made and entered into as of the Effective Date, between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (the “**City**”), and **EVERGREEN-GREEN VALLEY RANCH & TELLURIDE LAND, L.L.C.**, an Arizona limited liability company, whose address is 1873 South Bellaire Street, Suite 1200, Denver, Colorado 80222 (“**Seller**”). City and Seller are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

**RECITALS**

**A.** Seller owns certain real property 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 (as defined in Section 1 below); and

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

**1. SUBJECT PROPERTY.** Subject to the terms of this Agreement, the City shall purchase and the Seller shall sell the real property interests in “PAD 9” which is approximately 3.112 acres (135,591 square feet) of land generally located at 17598 Green Valley Ranch Boulevard, Denver, Colorado 80249, described in **Exhibit 1** attached hereto and incorporated herein by reference, together with Seller’s interest, if any, without representation or warranty of any kind and otherwise in its then condition, “as is, where is,” condition in the following subsections (i) through (v): (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 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**; (iv) 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 property described in **Exhibit 1**; and (v) all water rights, if any, owned by Seller as to the property described in **Exhibit 1** (all parts of this Section 1 collectively referred to as the “**Property**”). The Parties acknowledge and agree that the final exact legal description of the Property cannot be determined and the City cannot move forward to Closing (as defined in this Agreement) until the property described in the Special Warranty Deed recorded with the City and County of Denver Clerk and Recorder’s Office on August 19, 2022, at Reception Number 2022109104 (the “**Master Parcel**”), is legally subdivided as further described in Section 6 of this Agreement, pursuant to Charter, Revised Municipal Code, ordinances, regulations, policies and Executive Orders of the City and County of Denver. The subdivision of the Master Parcel will determine the exact location, legal description, final size and boundary of the Property. After the Master Parcel is subdivided as described in Section 6 of this Agreement, the new legal description of the Property will replace the metes and bounds legal description in **Exhibit 1** initially attached to this Agreement.

**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 **TWO MILLION SEVEN HUNDRED ELEVEN THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS (\$2,711,820.00)** (“Purchase Price”), which shall be payable as follows:

b. Earnest Money Deposit. On or before the 10<sup>th</sup> business day after the Effective Date, the City shall deposit with Land Title Guarantee Company (“Title Company”) an earnest money deposit in the amount of **TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00)** (which earnest money deposit, together with all interest and dividends earned thereon, is herein referred to as the “Deposit”). The Deposit shall be retained by Seller or returned to the City in accordance with the terms and conditions of this Agreement.

c. Balance. The balance of the Purchase Price (after crediting the Deposit), subject to prorations and adjustments in accordance with Section 15 of this Agreement, shall be paid on the Closing Date.

**3. ENVIRONMENTAL CONDITION.**

a. Environmental Information. By the timeframe set forth in Section 8(a), Seller shall deliver to the City all environmental documents concerning the Property in Seller’s possession or control, including but not limited to: Phase I Environmental Site Assessment; Phase II Environmental Site Assessment; and other environmental records that relate to the environmental condition or regulatory status of the Property. If Seller acquires any “actual knowledge” (as defined below) of any additional information regarding environmental contamination of 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 seven (7) 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. City, at its sole option and expense, may conduct or cause to be conducted environmental audits and perform other environmental tests on the Property by the end of the Due Diligence Period (defined in Section 8(b)(i) below) 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 deadline set forth in Section 8(b) of this Agreement, the City shall give notice to Seller of any unacceptable environmental condition relating to the Property. Seller may elect (in Seller's sole discretion), at Seller's sole cost and expense, to cure such unacceptable environmental conditions by the deadline set forth in Section 8(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 8(c) of this Agreement, the City, in its sole discretion and as the City's sole and exclusive remedy (unless Seller is in default of this Agreement per the terms hereof, in which event the terms of Section 16 shall apply), may elect to waive such unacceptable conditions by the date set forth in Section 8(d) of this Agreement and proceed to Closing or terminate this Agreement by providing written notice thereof to Seller in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

**4. INSPECTION/SURVEY.** The City has the right to inspect the physical condition of the Property by the end of the Due Diligence Period. The City shall notify Seller in writing at least twenty-four (24) hours in advance of any such entry, which notice may be sent by email. Prior to entering the Property with respect to any invasive testing, the City shall furnish to Seller evidence that the City's third-party consultant carries commercial general liability insurance with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 policy aggregate. If requested by Seller, the City must allow a representative of Seller to accompany the City or its agents during any such entry. In entering the Property, the City agrees not to unreasonably interfere with construction activities or the operation of businesses by Seller or neighboring owners. Following any invasive testing on the Property, the City agrees to cause its third-party consultants to restore any damage to the Property caused by any entry. 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 as provided above. The City shall give notice of any unacceptable physical or survey condition of the Property to Seller by the deadline set forth in Section 8(b). Seller may elect (in Seller's sole discretion) at Seller's sole cost and expense, to cure such unacceptable physical or survey condition by the deadline in Section 8(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 8(c) of this Agreement, the City, at its sole discretion and as the City's sole and exclusive remedy (unless Seller is in default of this Agreement per the terms hereof, in which event the terms of Section 16 shall apply), may elect to waive such unacceptable physical or survey condition by the date set forth in Section 8(d) of this Agreement and proceed to Closing or terminate this Agreement by providing written notice thereof to Seller in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

Seller shall, within seven (7) days of the Effective Date and again, within seven (7) days of the Plat Recordation Date defined herein, deliver to 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**"). Prior to the expiration of the Due Diligence Period, City shall notify Seller which of the Service Contracts it elects to assume at Closing, if any. In the event City fails to notify Seller of such election, the Service Contracts shall be terminated on or before the Closing Date at the sole and exclusive cost of Seller. Notwithstanding the foregoing, any and all existing leases between Seller as landlord and any other party as tenant, including the terminable farm lease ("**Lease**") shall be terminated on or before the Closing, at the sole and exclusive cost of Seller. The form of lease termination shall be in form and substance acceptable to, and approved by, the City and be fully executed and delivered to the City on or prior to Closing.

## 5. TITLE.

a. Title Review. The City will obtain a commitment for Seller's title insurance policy for the Property, including updates thereto, and all copies or abstracts of instruments or documents identified in the commitment ("**Title Documents**"). The City has the right to review the Title Documents by the end of the Due Diligence Period. The City shall provide a copy of the Title Documents to Seller within fourteen (14) days after receipt. Following the recordation of the subdivision plat which subdivides the Master Parcel and legally creates the parcel that will become the Property ("**Plat Recordation Date**") and prior to the Closing, the City will have the right to update the Title Documents and any survey to match the final legal description of the Property.

b. Matters Not Shown by the Public Records. By the deadline set forth in Section 8(a) of this Agreement, Seller shall deliver to the City complete (to Seller's actual knowledge) copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property that are not included in the Title Documents and shall disclose, in writing, to the City all easements, licenses, right to use agreements, liens or other title matters, including the Property's water and mineral rights, not shown by the public records of which Seller has "actual knowledge" that are not included in the Title Documents. In addition, Seller shall provide all documents that pertain to the Property and to the extent in Seller's possession, including but not limited to, 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 condition of title to Seller by the deadline set forth in Section 8(b) of this Agreement. At Seller's sole cost and expense, Seller may cure such unacceptable conditions by the date in Section 8(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 8(c) of this Agreement, the City in its sole discretion, as the City's sole and exclusive remedy (unless Seller is in default of this Agreement per the terms hereof, in which event the terms of Section 16 shall apply) and by the date set forth in Section 8(d) of this Agreement, may elect to waive such unacceptable conditions and proceed to Closing or terminate this Agreement by providing written notice thereof to Seller in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically and be of no further force or effect

and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

d. Subsequently Discovered Defects. At any time prior to Closing, if any matter affecting title to the Property (“**Defect**”) shall arise or be discovered by the City which is not set out in the Title Documents or disclosed to the City by Seller prior to the expiration of the Due Diligence Period, the City shall have the right to object to such Defect by the delivery to Seller of notice of such Defect within seven (7) days after the City discovers such Defect provided that, if such Defect is discovered within seven (7) days prior to the Closing Date, the Closing shall be extended for such period as may be necessary to give effect to the provisions of this Section 5(d). Upon receipt of notice of the City’s objection to any such Defect, Seller shall have the right, but not the obligation, to cure such Defect to the satisfaction of the City and the Title Company for a period of seven (7) days from the date of such notice or for a period mutually agreed to in writing by the Parties. If such cure period extends beyond the Closing Date, the Closing Date shall be extended to seven (7) days after the expiration of such cure period. If Seller cures the City’s objection to the satisfaction of the City within such cure period, then the Closing shall occur on the original or postponed date of the Closing, but otherwise upon the terms and provisions contained herein. If Seller has not cured such Defect to the satisfaction of the City and the Title Company, the City shall, as the City’s sole and exclusive remedy (unless Seller is in default of this Agreement per the terms hereof, in which event the terms of Section 16 shall apply) (a) close on such original or postponed date (and the City shall thereby be deemed to have waived such objection); or (b) extend the Closing Date by written notice to Seller to allow such additional time as the Parties may agree for Seller to cure the Defect; or (c) terminate this Agreement by giving written 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. ENTITLEMENTS - SUBDIVISION. The City’s obligations under this Agreement are contingent upon Seller subdividing the Master Parcel pursuant to Charter, Revised Municipal Code, ordinances, regulations, policies and Executive Orders of the City and County of Denver related to subdivision. The subdivision of the Master Parcel is necessary to create and separate from the Master Parcel the parcel that will become the Property and will determine the exact location, legal description, final size and boundary of the Property. In the event Seller fails to subdivide the Master Parcel to create the Property by the Closing Date, the Parties may amend the Agreement to identify the Property in a manner other than subdivision or the City may, as its sole and exclusive remedy (unless Seller is in default of this Agreement per the terms hereof, in which event the terms of Section 16 shall apply), terminate this Agreement by giving written notice to Seller 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).

7. 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

(provided that the City shall be responsible for the deletion of any standard survey exceptions) 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 (the “**Title Policy**”). Seller shall cooperate with the Title Company by executing, as necessary, reasonable and customary affidavits necessary for removal of the standard exceptions, except that Seller shall not be responsible for obtaining and paying for any necessary survey that may be required to delete any standard pre-printed exceptions, Seller will not provide gap coverage for any party other than Seller, Seller will not provide lien coverage for any party other than Seller and Seller will not provide coverage for the acts or omissions of the City or any party acting by, through or under the City. The issuance or unconditional commitment to issue following Closing of the Title Policy shall be a condition to City’s obligation to close hereunder.

b. Prior to Closing, Seller shall have terminated the Service Contracts and the Lease unless such Service Contract has been assumed in writing by City. Seller’s aforementioned obligation to execute customary affidavits necessary for removal of the standard exceptions from title insurance to be issued is a condition precedent to the City’s obligation to purchase the Property. If Seller does not provide the adequate assurances by the date in Section 8(d) of this Agreement, then the City may elect, as the City’s sole and exclusive remedy (unless Seller is in default of this Agreement per the terms hereof, in which event the terms of Section 16 shall apply), to waive the failure to provide the adequate assurances 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).

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

## **8. 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), 4 and 5(b) of this Agreement, no later than 5:00 p.m. Mountain Time (Standard or Daylight Savings as applicable) (hereinafter referred to as “**Local Time**”) seven (7) days after the Effective Date.

### **b. City’s Objection Notice and Right to Terminate.**

i. Subject to Section 9 below, 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 5:00 p.m. Local Time, one hundred twenty (120) days after Effective Date (“**Due Diligence Period**”).

- ii. The City may terminate this Agreement for any reason or no reason at all in the City’s sole and absolute discretion by delivering written notice to Seller on or before the expiration of the Due Diligence Period.
- iii. If the City delivers a written termination notice on or before the expiration of the Due Diligence Period, then the Title Company shall, provided that the City is not then in default of this Agreement, 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).

c. Seller’s Cure. Unless otherwise mutually agreed to in writing by the Parties, Seller shall have until no later than 5:00 p.m. Local Time seven (7) days from the date of City’s objection notice to elect to cure all the unacceptable conditions set forth in any objection notice under Sections 3(c), 4, 5(c) and 8(b) of this Agreement.

d. City’s Election. The City, by written notice to Seller, may elect to waive any uncured objections and proceed to Closing or to terminate this Agreement within seven (7) days of the deadline to cure established in Section 8(c) of this Agreement unless otherwise mutually agreed to in writing by the Parties. In the event the City terminates this Agreement, the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

e. Deadlines. In the event any date for a Party’s performance occurs on a Saturday, Sunday, national or City holiday, or mandatory City scheduled furlough day, the date for such performance shall occur on the next regular business day following such weekend, national or City holiday, or mandatory City scheduled furlough day.

**9. DATE OF CLOSING**. The date of closing will occur thirty (30) days after the Plat Recordation Date, or on such earlier date as mutually agreed to by the Parties in writing signed by the Director of the Division of Real Estate or her designee and the Seller (“**Closing Date**”) provided, however, that in no event shall the Closing Date occur later than March 1, 2026.

Seller and the City hereby agree that, during the period that is thirty (30) days after the Plat Recordation Date, the City shall have the right to review any new (meaning, for avoidance of doubt, arising after the expiration of the Due Diligence Period) survey and title conditions of the Property (“**Post Plat Due Diligence Period**”). During the Post Plat Due Diligence Period, if the City determines that any new title or survey matter, in the City’s sole judgment, materially and adversely affects the Property, excluding matters caused by the City, matters expressly contemplated by this Agreement, matters required as a condition to any of the City’s approvals, then the City may, as the City’s sole and exclusive remedy (unless Seller is in default of this

Agreement per the terms hereof, in which event the terms of Section 16 shall apply), terminate this Agreement by delivering written notice to Seller on or before the expiration of the Post Plat Due Diligence Period. If the City delivers a written termination notice on or before the expiration of the Post Plat Due Diligence Period, then the Title Company shall, provided that the City is not then in default of this Agreement, 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).

**10. CLOSING.** The Closing shall take place at the offices of the Title Company and shall be completed on or before 2:00 p.m. Local Time on the Closing Date (“**Closing**”). Seller or City may elect to close in escrow without attending the Closing.

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

- i. Seller shall execute and deliver a Special Warranty Deed in substantially the form set forth as **Exhibit 2** herein (“**Deed**”) to the City at Closing conveying the Property free and clear of all taxes (delinquent taxes and with proration as provided herein).
- ii. Seller shall execute and deliver a Quit Claim Deed in substantially the form set forth as **Exhibit 3** herein (“Quit Claim Deed”) to the City at Closing conveying any water and mineral rights Seller owns in the Property.
- iii. If requested by the City, 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 located on the Property in its then condition, “as is, where is,” without warranty or representation of any kind as described in Section 1.
- iv. If agreed to by the City, 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.
- v. Seller shall deliver such other instruments and documents as may be reasonably necessary or required to transfer title to the Property to the City, as described in Section 1, aspects of the Property in its then condition, “as is, where is,” without warranty or representation of any kind.

b. Obligations of City at Closing: The following events shall occur at Closing:



- i. City shall deliver or cause to be delivered to the Title Company good funds by wire transfer, payable to the order of Seller in the amount of the Purchase Price.
  - ii. Such delivery may be made pursuant to a closing instruction letter.
- c. Closing Costs. Closing costs shall be as provided for in Section 14 below.
- d. No Material Adverse Change. During the period from the date of Seller's execution of this Agreement to the Closing Date, there shall have been no material adverse change in the condition, including environmental condition, or results of operations of the Property, and the Property shall not have sustained any loss or damage which materially adversely affects its use.

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

12. **REPRESENTATIONS AND WARRANTIES**.

- a. Seller warrants and represents that as of the Effective Date and at the time of conveyance:
  - i. Except as disclosed in the Title Documents, any survey and any of the information items delivered to the City per the terms of this Agreement, to Seller's actual knowledge, there are no other parties in possession and the City shall have possession as of Closing or as otherwise agreed to herein; and
  - ii. Except as disclosed in the Title Documents, any survey and any of the information items delivered to the City per the terms of this Agreement, there are no leasehold interests in the Property; and
  - iii. Except as disclosed in the Title Documents, any survey and any of the information items delivered to the City per the terms of this Agreement, to Seller's actual 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 City, the State of Colorado, the United States, or any agency or court thereof; and
  - iv. Except as disclosed in the Title Documents, any survey and any of the information items delivered to the City per the terms of this Agreement, there is no pending or, to Seller's actual knowledge, threatened litigation, proceeding, or investigation by any governmental authority or any other person affecting the Property, nor, to Seller's actual knowledge, does Seller know of any grounds for any such litigation, proceeding or investigations; and

- v. Except as disclosed in the Title Documents, any survey and any of the information items delivered to the City per the terms of this Agreement, to Seller's actual knowledge; and
- vi. To the best of Seller's abilities and Seller's actual knowledge, Seller has provided or will provide, on the timeframes set forth herein, the City with a copy of all leases or rental and all other agreements and documents not shown in the real property records relating to the Property, or to any part thereof under Section 5 of this Agreement (Title); and
- vii. To Seller's actual knowledge, there are no claims of possession not shown by record, as to any part of the Property other than the Lease, which must be terminated by Seller; and
- viii. With respect to environmental matters, except as disclosed in the Title Documents, any survey and any of the information items delivered to the City per the terms of this Agreement, to Seller's actual knowledge:
  - 1. No part of the Property has ever been used as a landfill by Seller; and
  - 2. Seller has no reason to believe or suspect and has no actual knowledge of the presence of asbestos-contaminated soils existing within the Property; and
  - 3. Seller has no knowledge or information that the Property is or may be contaminated with any hazardous substances or toxic substances; and
  - 4. Seller has not caused and will not cause, and to the best of the Seller's actual knowledge, there never has occurred, the release of any hazardous substances or toxic substances on the Property; and
  - 5. Seller has received no written or official notification that the Property is subject to any federal, state or local lien, proceedings, 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
  - 6. Seller has no knowledge or information as to any storage tanks on or beneath the Property.

For purposes hereof, "Seller's actual knowledge" means the actual present knowledge of Laura Ortiz, President of Evergreen Devco, Inc., Tyler Carlson, Managing Principal of Evergreen Devco, Inc., Jazzmine Clifton, a Development Manager at Evergreen Devco, Inc., and Erika Shorter, a Senior Vice President at

Evergreen Devco, Inc., does not include imputed knowledge, and does not imply that any special inquiry or investigation has been or will be undertaken. Seller represents that such individuals are the members or employees of Seller having the most familiarity with the facts and circumstances bearing on the representations and warranties given by Seller herein. Except in the event of fraud or willful misrepresentation, in no event do such individuals have personal liability for a breach of warranty or representation under this Agreement. During the pendency of this transaction, Seller agrees to notify the City in writing if any representation or warranty of Seller becomes untrue. In the event of any adverse change (not caused by the City) to any of Seller's representations prior to the Closing, the City may, as its sole and exclusive remedy, terminate this Agreement, whereupon 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); however, in the absence of such termination, Seller's warranties and representations under this Agreement will automatically be deemed modified to the extent set forth in Seller's notice to the City. Except as specially provided herein and in any of the Closing documents, the City acknowledges, as described in Section 1, that the City is acquiring aspects of the Property as of the Closing Date in its then condition, "as is, where is," without warranty or representation of any kind, express or implied.

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; and
- 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; and
- iii. To the actual knowledge of (a) the Director of the Division of Real Estate for the City; and (b) Seller: neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental authority or conflict with, result in a breach of, or constitute a default under any contract, lease, license instrument or other arrangement to which such Party is bound; and

- iv. It is authorized to execute this Agreement on behalf of its officers, directors, representatives, employees, subsidiaries, affiliates, members/shareholders, partners, 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; and
- 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.

Each Party acknowledges that the representations and warranties made by such Party hereunder are true and correct as of the execution of this Agreement and also as of the Closing, constitute a material part of the consideration under this Agreement.

**13. PAYMENT OF ENCUMBRANCES.** Seller is responsible for paying all encumbrances arising by, through or under Seller (and specifically excepting any matters arising by, through or under the City) at or before Closing from the proceeds of this transaction or from any other source.

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

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

**16. 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 permitted successors and assigns. If any payment due in accordance with this Agreement is not paid, honored or tendered when due, or if any other obligation under this Agreement is not performed or waived as provided in this Agreement, then there shall be the following remedies:

a. If City Is In Default. Seller may treat this Agreement as canceled and the Parties shall thereafter be released from all obligations under this Agreement except, to the extent applicable, for those repair or restoration obligations stated in Section 4 that survive the termination of this Agreement. Excepting, to the extent applicable, the repair or restoration obligations stated in Section 4, which survive the termination of this Agreement and are not limited by this liquidated damages clause, Seller expressly waives the remedies of specific performance and damages, including delay damages and attorney fees, or both, or any other legal or equitable remedy; provided, however, that if the City is in default, Seller may, as its exclusive remedy, terminate this Agreement by written notice to the City and receive the Deposit as liquidated damages, thereby releasing the Parties from this Agreement, except for any provision hereof which expressly survives termination. CITY AND SELLER AGREE THAT SELLER'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX. THE PARTIES THEREFORE AGREE THAT, IN SUCH EVENT, SELLER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, IS ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSIT (INCLUSIVE OF INTEREST AND DIVIDENDS EARNED THEREON), IN WHICH CASE: (A) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF CITY AND SELLER HEREUNDER SHALL BE OF NO FURTHER FORCE OR EFFECT AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER OTHER THAN PURSUANT TO ANY PROVISION HEREOF WHICH EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT; AND (B) TITLE COMPANY SHALL DELIVER THE DEPOSIT (INCLUSIVE OF INTEREST AND DIVIDENDS EARNED THEREON) TO SELLER PURSUANT TO SELLER'S INSTRUCTIONS, AND THE SAME SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES. THE PARTIES HEREBY AGREE THAT THE AMOUNT OF THE DEPOSIT IS A FAIR AND REASONABLE ESTIMATE OF THE TOTAL DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT OF CITY'S FAILURE TO CONSUMMATE THE CLOSING IN BREACH HEREOF. SELLER IRREVOCABLY WAIVES THE RIGHT TO SEEK OR OBTAIN ANY OTHER LEGAL OR EQUITABLE REMEDIES, INCLUDING THE REMEDIES OF DAMAGES AND SPECIFIC PERFORMANCE FOR CITY'S FAILURE TO CONSUMMATE THE CLOSING IN BREACH HEREOF shall be entitled, as its sole and exclusive remedy for a default by the City, to terminate the Agreement.

b. If Seller Is In Default. The City may, as the City's sole and exclusive remedy, elect to (i) treat this Agreement as canceled, in which case any things of value received by a Party under this Agreement shall be returned to the providing party, the Title Company shall return the Deposit to the City, this Agreement shall terminate automatically and the Parties shall thereafter be released from all obligations under this Agreement, except for those liabilities and obligations that survive termination; (ii) treat this Agreement as being in full force and effect and seek specific performance; or (iii) seek actual out-of-pocket damages (which may include reasonable attorneys' fees and costs incurred in development of the Property), which damages may in no event exceed \$50,000.00 over and above the return of the Deposit. The City expressly waives any further actual, punitive, special or consequential damages. Nothing herein waives, impairs, limits or modifies the City's power and authority of condemnation.

**17. TERMINATION.** Except for the payment to Seller of the Deposit as liquidated damages as elsewhere provided in this Agreement, if this Agreement is terminated, then all things of value received by a Party under this Agreement shall be returned to the providing party, and the

Parties shall be relieved of all obligations under this Agreement, except for, to the extent applicable, those repair or restoration obligations stated in Section 4 that are stated to survive the termination of this Agreement.

**18. 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.

**19. 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 City to pay any commission or fees. Any arrangements that Seller has with a broker or other intermediary regarding the sale of the Property shall be solely at the cost of Seller. Any arrangements that the City has with a broker or other intermediary regarding the purchase of the Property shall be solely at the cost of the City.

**20. RISK OF LOSS.** The risk of loss or damage by fire or other casualty prior to Closing, except for those damages or casualties caused by the City or the City's agents, contractors or employees, shall be borne and assumed by Seller. If, prior to Closing, any portion of or the entire Property is destroyed or made unsuitable for the City's intended use, as solely determined by the City, through no fault of the City or the City's agents, contractors, or employees, the City may elect to terminate this Agreement by written notice delivered to Seller.

**21. 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.

**22. NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance duties under the Agreement, the 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; and further agrees to insert the foregoing provision in all subcontracts relating to the Agreement.

**23. WHEN RIGHTS AND REMEDIES NOT WAIVED.** Except as expressly provided in this Agreement, 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. Except as expressly provided in this Agreement, 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, except as expressly set forth in this Agreement, 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.

**24. SUBJECT TO LOCAL LAWS; VENUE.** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**25. NOTICES.** All notices provided for in this Agreement must be in writing and be personally delivered, sent via electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, if to the Seller at the addresses listed below and if to the City at the addresses given below. Notices delivered personally or sent electronically 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](mailto:lisa.lumley@denvergov.org)

and

Luke McKay  
Division of Real Estate  
Department of Finance  
201 West Colfax Avenue, Department 1010  
Denver, Colorado 80202  
E-mail: [luke.mckay@denvergov.org](mailto:luke.mckay@denvergov.org)

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:

Evergreen-Green Valley Ranch & Telluride Land, L.L.C.  
1873 South Bellaire Street, Suite 1200  
Denver, Colorado 80222  
Attention: Tyler Carlson  
Telephone: (602) 808-8600  
E-mail: tcarlson@evgre.com

Evergreen-Green Valley Ranch & Telluride Land, L.L.C.  
1873 South Bellaire Street, Suite 1200  
Denver, Colorado 80222  
Attention: Erika Shorter  
Telephone: (602) 808-8600  
E-mail: eshorter@evgre.com

Jumps Law, LLC  
2630 West Belleview Avenue, Suite 270  
Littleton, Colorado 80123  
Attention: Brian Jumps  
Telephone: (303) 586-1855  
E-mail: bjumps@jumpsllaw.com

**26. RIGHT TO ALTER TIME FOR PERFORMANCE AND UPDATE EXHIBITS.** The Parties may alter any time for performance set forth in this Agreement and replace the metes and bounds legal description in Exhibit 1 with the final legal description by a letter signed by the Director of the Division of Real Estate or her designee and authorized representatives of Seller.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. NO PERSONAL LIABILITY.** No elected official, director, officer, agent or employee of the City nor any director, officer, member, 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.

**32. 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.

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

**34. 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.

**35. 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.

**36. 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 and County of Denver, and if required by Charter, approved by the City Council.

**37. 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 electronically scanned signatures which shall be deemed an original.

**38. EFFECTIVE DATE.** The effective date shall be the date the City delivers a fully executed, as per Section 36 of this Agreement, electronic copy of this Agreement via electronic mail to Seller ("**Effective Date**").

**39. 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.

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

**[Remainder of Page Intentionally Left Blank]**

**Contract Control Number:**  
**Contractor Name:**  
TELLURIDE LAND, L.L.C.

FINAN-202368538-00  
EVERGREEN-GREEN VALLEY RANCH &

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:**  
TELLURIDE LAND, L.L.C.

FINAN-202368538-00  
EVERGREEN-GREEN VALLEY RANCH &

By: **SEE VENDOR SIGNATURE PAGE ATTACHED**

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)


Title: \_\_\_\_\_  
(please print)

“SELLER”

EVERGREEN-GREEN VALLEY RANCH & TELLURIDE LAND, L.L.C., an Arizona limited liability company

By: Evergreen Development Company-2022, L.L.C., an Arizona limited liability company  
Its: Manager

By: Evergreen Devco, Inc., a California corporation  
Its: Manager

By:   
Name: Tyler Carlson  
Its: CEO

STATE OF Colorado )  
  )  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me on the 24<sup>th</sup> day of May, 2023 by Tyler Carlson as CEO of Evergreen Devco, Inc.

WITNESS my hand and official seal.

JAZZMINE CLIFTON  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 20194022177  
MY COMMISSION EXPIRES JUN 12, 2023

  
Notary Public

EXHIBIT 1

LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 21,  
TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 21, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP, STAMPED "PLS 36053", IN RANGE BOX, WHENCE THE NORTHWEST CORNER OF SECTION 21, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP, STAMPED "PLS 4842", BEARS N89°52'50"E, A DISTANCE OF 2644.92 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE S49°47'47"W, A DISTANCE OF 915.50 FEET TO A POINT ON THE EASTERLY LINE OF AN EXISTING WASTEWATER EASEMENT RECORDED AT RECEPTION NUMBER 2006027028, OF THE DENVER COUNTY RECORDS, AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID EASTERLY LINE, N89°39'44"E, A DISTANCE OF 524.48 FEET;

THENCE ALONG A LINE BEING 8.00 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF TELLURIDE STREET, THE FOLLOWING THREE (3) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 05°14'15", A RADIUS OF 832.00 FEET, A LENGTH OF 76.05 FEET, AND A CHORD BEARING AND DISTANCE OF S26°47'28"W, 76.03 FEET;

2. S29°24'35"W, A DISTANCE OF 74.06 FEET;

3. ALONG A TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 15°48'55", A RADIUS OF 968.00 FEET, A LENGTH OF 267.20 FEET, AND A CHORD BEARING AND DISTANCE OF S21°30'06"W, 266.35 FEET TO A POINT ON SAID EASTERLY LINE;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. N68°14'29"W, A DISTANCE OF 362.62 FEET;

2. ALONG A TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 76°09'53", AND A RADIUS OF 26.00 FEET, A LENGTH OF 34.56 FEET, AND A CHORD BEARING AND DISTANCE OF N30°09'33"W, 32.07 FEET;

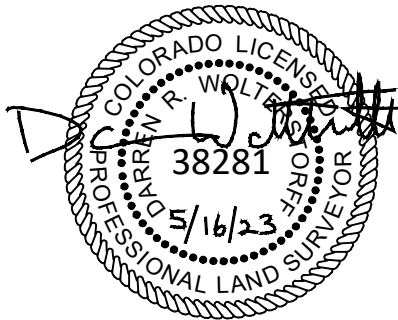
3. N07°55'24"E, A DISTANCE OF 77.43 FEET;

4. N03°19'16"W, A DISTANCE OF 63.39 FEET;

5. N07°49'41"W, A DISTANCE OF 75.68 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 135,591 SQ. FT. OR 3.112 ACRES, MORE OR LESS.

I, DARREN R. WOLTERSTORFF, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



DARREN R. WOLTERSTORFF, PLS 38281  
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

**Kimley»»Horn**

6200 S. SYRACUSE WAY SUITE 300  
GREENWOOD VILLAGE, COLORADO 80111  
Tel. No. (303) 228-2300  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MC	DRW	05/16/23	096266053	1 OF 2

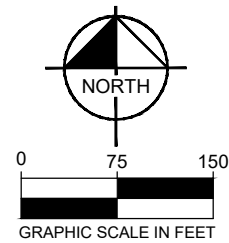
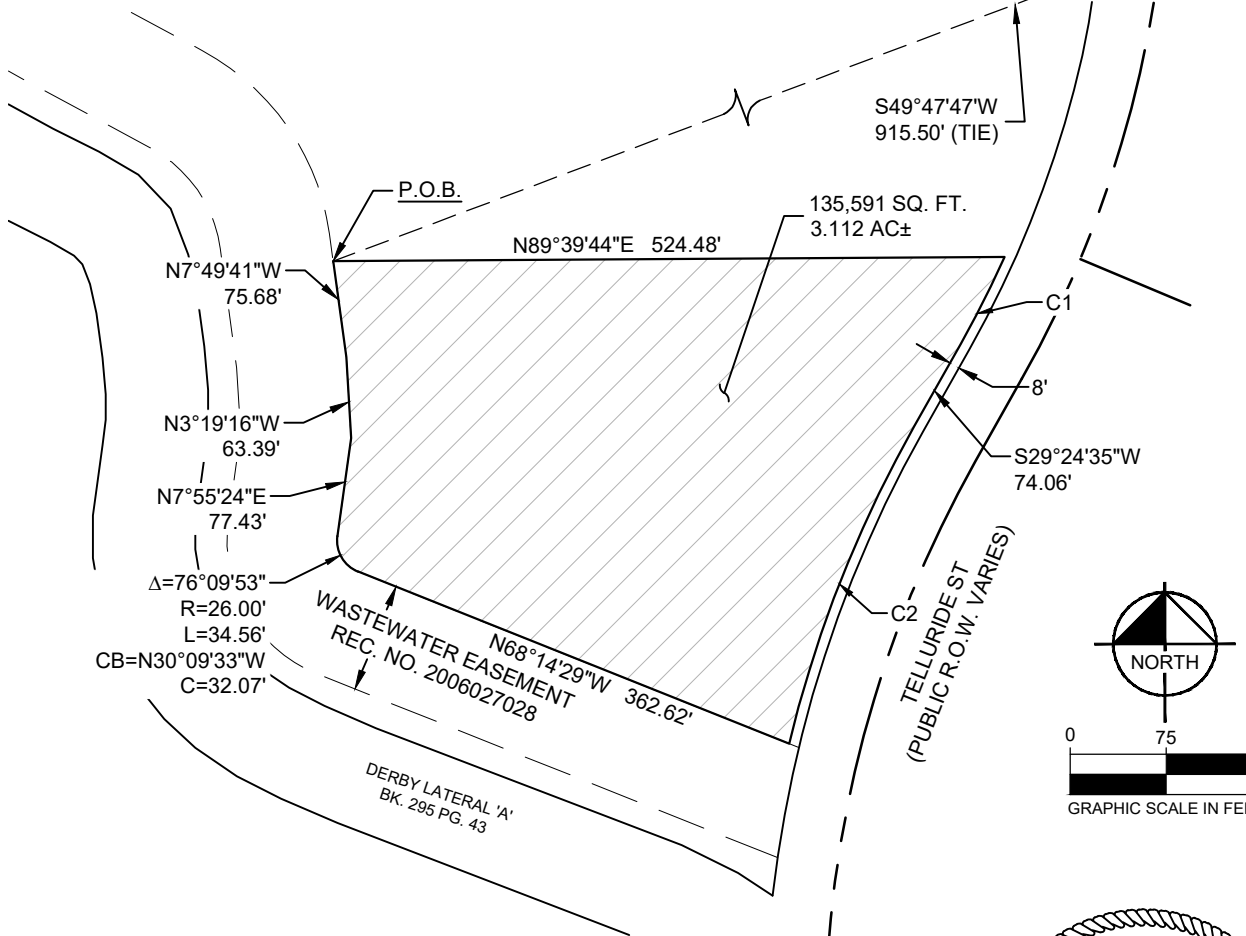
EXHIBIT 1

LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 21,  
TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.  
CITY AND COUNTY OF DENVER, STATE OF COLORADO

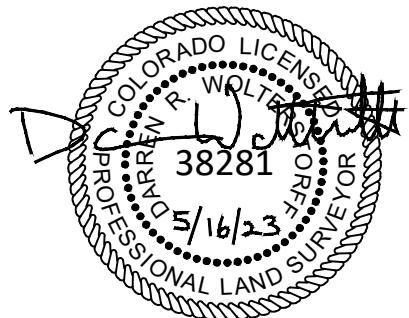
NW COR. SEC. 21  
3-1/4" ALUM. CAP  
STAMPED "PLS 4842"

P.O.C.  
N 1/4 COR. SEC. 21  
3-1/4" ALUM. CAP  
STAMPED "PLS 36053"  
IN RANGE BOX

BASIS OF BEARINGS  
N. LINE NW1/4 SEC. 21  
N89°52'50"E 2644.92'



CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	5°14'15"	832.00'	76.05'	S26°47'28"W	76.03'
C2	15°48'55"	968.00'	267.20'	S21°30'06"W	266.35'



P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING

NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

# Kimley»Horn

6200 S. SYRACUSE WAY SUITE 300  
GREENWOOD VILLAGE, COLORADO 80111  
Tel. No. (303) 228-2300  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	MC	DRW	05/16/23	096266053	2 OF 2

**EXHIBIT 2**  
Special Warranty Deed Template

After recording, return to:

\_\_\_\_\_  
Division of Capital Planning and Real Estate  
City and County of Denver  
201 West Colfax Avenue, Dept. 1010  
Denver, Colorado 80202  
Project: \_\_\_\_\_  
Asset Management No.: \_\_\_\_\_

**SPECIAL WARRANTY DEED**  
**(No documentary Fee Required – CRS 38-13-104 and No Recording Fee)**

**THIS SPECIAL WARRANTY DEED** (“Deed”), made as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, \_\_\_\_\_, whose address is \_\_\_\_\_ (“Grantor”) to the CITY AND COUNTY OF DENVER, a Colorado municipal corporation of the State of Colorado and home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“Grantee”).

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

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in, and to the above-bargained Property, together with the hereditaments and appurtenances;

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

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

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



[SIGNATURE BLOCK TO BE INSERTED]

\_\_\_\_\_ )  
[Name, Title]

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 202\_ by [Name, Title] of EVERGREEN-GREEN VALLEY RANCH & TELLURIDE LAND, L.L.C., an Arizona limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT 3**  
Quit Claim Deed Template

After Recording Return to:  
Division of Capital Planning and Real Estate  
City and County of Denver  
201 West Colfax Avenue, Dept. 1010  
Denver, Colorado 80202  
Project: \_\_\_\_\_  
Asset Management No.: \_\_\_\_\_

**QUIT CLAIM DEED**  
**(Mineral and Water Rights)**

THIS QUIT CLAIM DEED, is made this \_\_\_\_ day of \_\_\_\_\_, 202\_, between \_\_\_\_\_, whose address is \_\_\_\_\_ (“Grantor”), and the CITY AND COUNTY OF DENVER, a Colorado municipal corporation and home rule city whose address is 1437 Bannock Street, Denver, Colorado, 80202 (“Grantee”).

WITNESS, that Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and Quitclaim unto Grantee, it successors and assigns forever the following real property, together with improvements, if any, situate, lying and being in the said City and County of Denver, State of Colorado, described as follows:

Any and all water rights owned by the Grantor and appurtenant to or used in connection with the property described on Exhibit A and any and all mineral rights, including but not limited to, sand, gravel, coal, and oil, gas and other hydrocarbons owned by the Grantor in, under, and that may be produced from the lands described on Exhibit A, as attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoove of Grantee, its successors and assigns forever.

**[Remainder of Page Intentionally Left Blank]**

EXECUTED to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

[SIGNATURE BLOCK TO BE INSERTED]

\_\_\_\_\_  
[Name, Title]

STATE OF \_\_\_\_\_)  
  ) ss  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 202\_ by  
[Name, Title] of EVERGREEN-GREEN VALLEY RANCH & TELLURIDE LAND, L.L.C., an  
Arizona limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public