

**PURCHASE AND SALE AGREEMENT**  
**(2149 East Wesley Avenue)**

**THIS PURCHASE AND SALE AGREEMENT** (“**Agreement**”) is made and entered into as of the Effective Date , between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “**City**” or “**Seller**”) and **UNIVERSITY OF DENVER**, a Colorado nonprofit corporation (“**Purchaser**”), whose legal address is 2199 S. University Blvd., Denver, CO 80208, collectively “the Parties”.

**W I T N E S S E T H:**

**WHEREAS**, the City owns certain real property in the City and County of Denver known as **2149 East Wesley Avenue** and has determined that it no longer requires ownership of the property for any City purpose; and

**WHEREAS**, the recommending and approving City officials have determined that it is in the best interest of the City to sell the property to Purchaser subject to the terms and conditions set forth below;

**NOW THEREFORE**, in consideration of the premises 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. **PROPERTY TO BE PURCHASED**: Subject to the terms, provisions, reservations, covenants and conditions herein contained, the City hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for the real property totaling **2,985 square feet** in size and located at **2149 East Wesley Avenue, Denver, Colorado**, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference, together with all improvements, appurtenances and permanent fixtures, if any, of a permanent nature currently on the property (the “**Property**”).

2. **PURCHASE PRICE AND TERMS**: The Purchase Price to be paid by Purchaser for the Property shall be **TEN DOLLARS AND ZERO CENTS (\$10.00)** (“**Purchase Price**”), payable to the City and County of Denver in good funds as follows:

(a) **\$10.00** at the time of closing.

3. ENVIRONMENTAL CONDITION: During the Due Diligence Period (defined below at Paragraph 4, Purchaser, at its sole expense, may employ an environmental consultant to conduct an environmental audit of the Property. The City hereby grants Purchaser and its consultants the right to enter upon the Property to perform environmental testing and inspections. The Purchaser shall give the City forty-eight (48) hours prior written notice before commencing the performance of any work on the Property. Upon completion of the inspection, the Purchaser's consultant shall return the Property to the condition it was in prior to such testing. The purpose of the environmental audit shall be to identify any existing or potential environmental problems located in, on, or under the Property, including but not limited to, the presence of hazardous substances. Purchaser has the right to seek damages for environmental conditions on the Property against any adjacent land owners and previous owners of the Property except the City. City shall provide Purchaser with copies of any environmental studies or data it has regarding the Property, if any. Purchaser shall provide City, without charge, a copy of any environmental studies performed, or data collected by or on behalf of Purchaser regarding the Property. All environmental audits and testing shall be completed no later than thirty (30) days prior to the expiration of the Due Diligence Period. Purchaser acknowledges and agrees that it is purchasing the Property in an "**As Is Where Is**" condition.

4. PHYSICAL INSPECTION: Purchaser shall have sixty (60) days from the date of the City delivers a fully executed copy of the Agreement to Purchaser in which to inspect the Property ("**Due Diligence Period**"). During the Due Diligence Period, Purchaser shall have the right to inspect the physical condition of the Property at the Purchaser's expense. The City hereby grants Purchaser and its consultants the right to enter onto the Property during the Due Diligence Period to perform such inspections. The Purchaser shall give the City forty-eight (48) hours prior written notice before accessing the Property to commence any work. Upon completion of the inspection, Purchaser shall return the Property to the condition it was in prior to such inspection. At any time on or before the expiration of the Due Diligence Period, Purchaser, in its sole and absolute discretion, may terminate this Agreement by written notice to City of such election on or before the expiration of the Due Diligence Period.

Purchaser shall have two (2) options to extend the Due Diligence Period by thirty (30) days for each option, by delivering prior written notice to the City no later than the expiration of the then existing Due Diligence Period. In the event Purchaser fails to deliver such notice of extension

within the timeframes specified herein, then this Agreement shall remain in full force and effect and the parties shall proceed to Closing.

5. OBJECTIONS/RESOLUTIONS: If written notice of any unsatisfactory environmental or physical condition, signed by the Purchaser, is not received by the City on or before the expiration of the Due Diligence Period, then such items shall be deemed to be satisfactory to the Purchaser. If written notice of any unsatisfactory, environmental or physical condition, signed by the Purchaser, is given to the City as set forth above, and if the City fails to cure such defect on or before Closing, the Purchaser in its sole discretion may elect to (i) waive such defect itself and proceed to Closing; (ii) cure such defect itself and proceed to Closing; or (iii) terminate this Agreement.

6. EVIDENCE OF TITLE: Purchaser may obtain, at Purchaser's sole cost and expense, a current commitment for owner's title insurance policy for the Property ("**Title Commitment**") in an amount equal to the Purchase Price from a title company of its choosing ("**Title Company**") within thirty (30) days from the date of this Agreement. The Title Commitment, together with any copies or abstracts of instruments furnished pursuant to this Section 6, constitute the title documents ("**Title Documents**") and a copy of which, if obtained, shall be delivered to the City no later than thirty (30) days from the date of this Agreement. Purchaser shall have the title insurance policy delivered as soon as practical after Closing and pay the premium at Closing if a title policy is obtained.

7. TITLE:

(a) Title Review: The Purchaser shall have the right to inspect the Title Documents. Written notice by the Purchaser of unmerchantability of title or any other unsatisfactory title condition shown by the Title Documents shall be signed by the Purchaser and given to the City on or before thirty (30) days prior to the expiration of the Due Diligence Period. If the City does not receive the Purchaser's notice by the date specified above, the Purchaser shall be deemed to have accepted the condition of title as disclosed by the Title Documents as satisfactory.

(b) Survey and Matters Not Shown by the Public Records. The City shall deliver to Purchaser within thirty (30) days from the date of this Agreement, true copies of all lease(s) and survey(s) in the City's possession pertaining to the Property, if any, and shall disclose to the Purchaser all easements, liens or other title matters not shown by the public records of which

Lisa Lumley of the Division of Real Estate has actual knowledge. The Purchaser shall have the right to inspect the Property during the Due Diligence Period to determine if any third party has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). The Purchaser, at Purchaser's expense, may obtain a current boundary and improvements survey of the Property, certified by a licensed Colorado surveyor reasonably acceptable to the City, showing thereon the correct legal description, property dimensions, easements, rights-of-way and encroachments, if any, recorded or in place, and all improvements, with the dimensions thereof, certified to the City, Purchaser and to the Title Company. Written notice of any unsatisfactory condition(s) discovered by the survey or disclosed by the City or revealed by the inspection shall be signed by the Purchaser and given to the City on or before the expiration of the Due Diligence Period. If the City does not receive the Purchaser's notice by said date, the Purchaser shall be deemed to have accepted title subject to such rights, if any, of third parties of which the Purchaser has knowledge.

(c) Right to Cure. If the City receives notice of any unsatisfactory title matter, or other condition(s) revealed by a survey or inspection as provided in subsection (a) or (b) above or as otherwise given by the Purchaser, the City may elect, but is not required, to cure such unsatisfactory condition(s) prior to Closing. If the City determines not to cure said unsatisfactory condition(s) on or before Closing, the Purchaser, in its sole discretion, may elect to (i) waive such defect and proceed to Closing; (ii) cure such defect itself; or (iii) terminate this Agreement.

8. DATE OF CLOSING: The date of Closing shall be on or before fifteen (15) days following the expiration of the Due Diligence Period, or a date otherwise agreed to by the parties in writing ("**Closing**"). The hour and place of Closing shall be as designated by the City. The Director of Real Estate ("**Director**") may agree to the Closing date on behalf of the City.

9. TRANSFER OF TITLE: Subject to completion of all prerequisites to Closing set forth herein and the tender of the Purchase Price, the City shall execute and deliver a Quit Claim Deed, with no covenants of title or warranties, in substantially the same form as is attached as **Exhibit B**, "Quitclaim Deed" to the Purchaser at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing, and subject to building and zoning regulations.

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

11. PAYMENT OF ENCUMBRANCES: Any encumbrance caused by the City and specifically assumed and required to be paid by the City shall be paid at or before Closing.

12. CLOSING COSTS, DOCUMENTS AND SERVICES: Purchaser shall pay all closing costs at Closing. Purchaser and City shall sign and complete all customary or required documents at or before Closing, subject to such documents being approved by the City Attorney's office and in compliance with all laws, the Revised Municipal Code of the City and County of Denver, and the Charter and Ordinances of the City and County of Denver as the same may be amended from time to time. The Director, or the Director's designee, are hereby authorized to execute on behalf of the City any and all documents necessary or helpful to close the transaction contemplated herein, provided no such document transfers title to real property or must be recorded in the real property records of the City and County of Denver. The Quit Claim Deed shall be executed by the Mayor, the Clerk and Recorder, the Manager of Finance and the Auditor.

13. PRORATIONS: General taxes and assessments for the year of Closing, based on the most recent levy and the most recent assessment, rents, water, sewer and other utility charges shall be prorated to date of Closing and paid at Closing (with the City getting credit for any portion of the year in which the Property is tax exempt).

14. CONDITION OF PROPERTY: Purchaser acknowledges that it will be purchasing the Property based solely upon its inspection and investigation of the Property and that Purchaser will be purchasing the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the date of this Agreement, subject to reasonable wear and tear and loss by fire or other casualty or condemnation from the date of this Agreement until the Closing. Purchaser acknowledges that neither the City nor its consultants or agents have made any representations or warranties of any kind upon which Purchaser is relying as to any matters concerning the Property, including, but not limited to, (i) the land, and any improvements, any personal property, (ii) the existence or nonexistence of any hazardous substances, (iii) economic projections or market studies concerning the Property, (iv) any development rights, taxes, bonds, covenants, conditions and restrictions affecting the Property, (v) water or water rights, (vi) topography, drainage, soil, subsoil of the Property, (vii) the utilities serving the Property, (viii) zoning, environmental, building or other laws, rules or regulations affecting the Property, (ix) the development, entitlements, benefits or other rights in connection with the development of the Property, (x) the obligations, restrictions, limitations, feasibility or other requirements in connection with the

development of the Property, (xi) the current or future real estate tax liability, assessment or valuation of the Property, (xii) the potential qualification of the Property for any benefits conferred by any laws whether for subsidies, special real estate tax treatment, insurance, mortgages or any other benefits, whether similar or dissimilar to those enumerated, (xiii) the ability to obtain a change in the zoning or a variance in respect to the non-compliance of the Property, if any, with zoning laws, (xiv) the nature and extent of any right-of-way, easement, lease, possession, lien, encumbrance, license, reservation, condition, declaration, covenant or otherwise, (xv) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Property from any source, including, without limitation, any government authority or any lender, (xvi) any matters excepted on the Title Commitment, (xvii) the current or future use of the Property, (xviii) the present and future condition and operating state of any personal property and the present or future structural and physical condition of any improvements, their suitability for rehabilitation or renovation, or the need for expenditures for capital improvements, repairs or replacements thereto, (xix) the actual or projected income or operating expenses of the Property. CITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY. City makes no representation that the Property complies with Title III of the Americans With Disability Act or any fire codes or building codes. Purchaser hereby releases the City from any and all liability in connection with any claims which Purchaser may have against the City, and Purchaser hereby shall not assert any claims, for contribution, cost recovery or otherwise, against the City relating directly or indirectly to the existence of hazardous substances on, or environmental conditions of, the Property.

15. TIME IS OF THE ESSENCE/REMEDIES: It is understood and agreed between the parties that time is of the essence hereof, and all the agreements herein contained shall be binding upon and for the benefit of each party's successors and assigns. If any payment due in accordance with this Agreement is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) If Purchaser is in Default Prior to Closing: The City may elect to treat this Agreement as canceled, in which case, all payments and things of value received hereunder shall

be forfeited by Purchaser and retained by City and both parties shall thereafter be released from all obligations hereunder, except for continuing obligations of Purchaser as set forth in Sections 3 and 4 above; or the City may elect to treat this Agreement as being in full force and effect and the City shall have the right to specific performance, damages, and all remedies in law or equity. In the event of default by Purchaser, City shall receive for its own use all engineering or development plans and any other plans, specifications and documents relating to Purchaser's use or development of the Property then in Purchaser's possession or under Purchaser's control.

(b) If City is in Default Prior to Closing: Purchaser may elect to treat this Agreement as canceled, in which case all payments and things of value received hereunder shall be returned to Purchaser. Purchaser expressly waives the remedies of specific performance and additional damages.

16. TERMINATION: In the event this Agreement is terminated for reason other than default, all payment and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, except for continuing obligations of Purchaser as set forth in Sections 3 and 4 above.

17. AUTHORITY TO EXECUTE: Purchaser represents that the persons who have affixed their signature hereto have all necessary and sufficient authority to bind Purchaser.

18. COOPERATION OF THE PARTIES: In the event that any third party brings an action against either party regarding the validity or operation of this Agreement, the parties shall cooperate with the other in any such litigation. Purchaser shall bear its own legal costs.

19. BROKER'S FEES: The City will not pay any real estate broker's commissions or fees. In the event a claim for such compensation is made, Purchaser shall be solely responsible for payment of the compensation and/or defense of the claim and shall indemnify the City against claims for broker's commissions or fees, including any attorney's fees or other costs incurred by the City.

20. ASSIGNMENT: Neither party may assign its rights and obligations under this Agreement to any entity without the prior written consent of the other party. For the City such consent shall be given by the Director, in the Director's sole and absolute discretion. If this Agreement is assigned as expressly permitted herein, such assignment shall be in writing, and all the covenants and agreements herein contained shall be binding upon and inure to the benefit of the successors, assigns, heirs, and personal representatives of the respective parties. If this

Agreement is assigned without written consent, the assigning party shall be in default of this Agreement.

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

22. SUBJECT TO LOCAL LAWS; VENUE: Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the Charter and Ordinances of the City and County of Denver, and regulations enacted pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. This Agreement is made, shall be deemed to be made, and shall be construed in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or any amendment or renewal shall lie in the District Court in and for the City and County of Denver, Colorado.

23. NOTICES: All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepared, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph. All notices which are mailed shall be deemed to have been received three (3) days after deposit in the United States mail.

If to Denver: Mayor  
Mayor's Office  
City and County Building  
1437 Bannock Street, Room 350  
Denver, CO 80202

With copies to: Denver City Attorney  
Denver City Attorney's Office  
1437 Bannock Street, Room 353  
Denver, CO 80202



Director of Real Estate  
201 W. Colfax Avenue, Department 1010  
Denver, CO 80202

If to Purchaser: University of Denver  
Attn: Christie Delaney, Director of Real Estate  
2199 S. University Blvd.  
Denver, CO 80208

With copy to: Hoffman Nies Dave & Meyer LLP  
Attn: Nicole R. Nies, Esq.  
5350 S. Roslyn Street, Suite 100  
Greenwood Village, CO 80111

24. PARTIES' LIABILITIES: Each party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

25. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS: This Agreement is intended as to the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties.

26. PARAGRAPH HEADINGS: The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

27. THIRD-PARTY BENEFICIARY: The parties intend that this Agreement shall create no third party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which 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.

28. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but of all which shall together constitute one and the same document.

29. 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 hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

30. SEVERABILITY: The promises and covenants contained herein are several in nature. Should any one or more of the provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provision of this Agreement.

31. NO PERSONAL LIABILITY: No elected official, director, officer, agent or employee of the City nor any director, officer, employee or personal representative of Purchaser 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: Purchaser represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party 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. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Purchaser agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, protective hairstyle, or disability; and further agrees to insert the foregoing provision in all contracts entered into in conjunction with this Agreement.

34. SUBJECT TO COUNCIL APPROVAL: This Agreement is subject to the approval of the City Council in accordance with the provisions of the City Charter, and this Agreement shall not take effect until its final approval by City Council, and until signed by all appropriate City officials, including the Mayor, the Clerk and Recorder, the Manager of Finance and the Auditor.

35. APPROPRIATION: Except for the purchase of certain property authorized to be paid for under various City General Obligation Bond ordinances, all obligations of the City under and pursuant to this Agreement are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

36. NO MERGER: The parties intend that the terms of this Agreement shall survive Closing and shall not be merged into the deed conveying the Property.

37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Purchaser consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the 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 the 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. EFFECTIVE DATE: The effective date shall be in accordance with Section 34 and the date the City delivers a fully executed electronic copy of this Agreement via electronic mail to Seller (“Effective Date”).

39. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Buyer, the Buyer shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Buyer expressly acknowledges that the Buyer is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Buyer, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

40. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Seller’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Buyer shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three

(3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Buyer to make disclosures in violation of state or federal privacy laws. The Buyer shall at all times comply with D.R.M.C. 20-276.

**Exhibit List:**

**Exhibit A** – Legal Description of the Property

**Exhibit B** – Form Quitclaim Deed

[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.]

**Contract Control Number:** FINAN-202472397-00  
**Contractor Name:** University of Denver

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-202472397-00  
University of Denver

By: **SEE VENDOR SIGNATURE PAGE ATTACHED**

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

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

ATTEST: [if required]

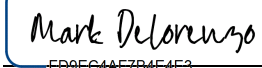
By: \_\_\_\_\_

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

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

**PURCHASER:**

UNIVERSITY OF DENVER,  
a Colorado nonprofit corporation

By:  2/7/2024 | 5:21 PM PST  
FD9EC4AF7B4E4E3...  
Mark DeLorenzo, Senior Vice Chancellor  
for Business & Financial Affairs & University Treasurer

**Exhibit A**

Legal Description

A PORTION OF LOT 31, BLOCK 42, EVANSTON THIRD FILING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 31, THENCE N89°52'39"W ALONG THE SOUTHERLY LINE OF SAID LOT 31 A DISTANCE OF 125.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31; THENCE N00°06'22"W ALONG THE EASTERLY LINE OF THE ALLEY IN SAID BLOCK 42 A DISTANCE OF 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 31; THENCE S89°52'39"E ALONG THE NORTHERLY LINE OF SAID LOT 31 A DISTANCE OF 25.00 FEET; THENCE S44°52'39"E A DISTANCE OF 12.73 FEET; THENCE S89°52'39"E ALONG A LINE BEING 9.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 31, A DISTANCE OF 91.11 FEET TO THE EASTERLY LINE OF SAID LOT 31; THENCE S00°06'22"E ALONG THE EASTERLY LINE OF SAID LOT 31, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.



**Exhibit B**

Form of Quitclaim Deed

After recording, return to:  
Division of Real Estate  
City and County of Denver  
201 West Colfax Avenue, Dept. 1010  
Denver, Colorado 80202  
Project Description: 2149 East Wesley Avenue

**QUITCLAIM DEED  
(2149 East Wesley Avenue)**

THIS QUIT CLAIM DEED, is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and home rule city (“Grantor”), and **UNIVERSITY OF DENVER**, a Colorado nonprofit corporation (“Grantee”), whose legal address is 2199 S. University Blvd., Denver, CO 80208.

WITNESS, that Grantor, for and in consideration of the sum of **TEN DOLLARS and 00/100 (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUITCLAIMED, and by these presents does remise, release, sell, convey 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 County of Denver, and State of Colorado described as follows:

See Legal Description attached as **Exhibit A**.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**CITY AND COUNTY OF DENVER**

By: \_\_\_\_\_  
Paul D. Lopez,  
Clerk and Recorder, Ex-Officio Clerk  
of the City and County of Denver

By: \_\_\_\_\_  
Michael C. Johnston, Mayor

## Exhibit A

### Legal Description

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**APPROVED AS TO FORM:**

KERRY TIPPER  
Attorney for the City and County of Denver

By: \_\_\_\_\_  
\_\_\_\_\_, Assistant City Attorney

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2024 by Michael C. Johnston, Mayor of the City and County of Denver.

Witness my hand and official seal.

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

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