

## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made and entered into as of 9/18/2023, 2023 (the “**Effective Date**”), by and between the CITY OF WESTMINSTER, a Colorado home rule municipal corporation whose principal office address is 4800 West 92<sup>nd</sup> Avenue, Westminster, Colorado (“**Seller**” or the “**City**”), and MJ DEVELOPMENT LTD, a Colorado limited liability company whose principal office address is 8157 Field Circle, Arvada, Colorado 80005 (“**Buyer**”). Seller and Buyer may be hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”.

### **RECITALS**

A. Seller is the owner of certain real property totaling approximately 0.81 acres located at 5202 West 73rd Avenue, Westminster, CO 80003, further described as Lot 14A and Lot 5 of the First Replat of Shoenberg Farms Commercial, per the plat recorded May 5, 2009, situated in Jefferson County, Colorado, together with all appurtenances thereto (the “**Property**”), and as depicted on the map attached hereto as **Exhibit A**.

B. Subject to the terms and conditions of this Agreement, the Conservation Easement Agreement described in Section 2(d) below and attached hereto as **Exhibit B** and incorporated herein by this reference (the “**CEA**”), and any other agreements between Buyer and Seller referenced herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property on the terms and conditions contained herein.

C. Buyer intends to use the Property for a restaurant or food market hall, live/work units, neighborhood retail, and/or historical interpretation which adaptively reuses the existing improvements on the Property (“**Project**”).

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the aforesaid and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, Buyer and Seller hereby agree as follows:

1. Purchase and Sale; Purchase Price; Deposit.

(a) Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, the Property for the consideration and on the terms set forth in this Agreement.

(b) The parties agree that the purchase price for the Property shall be **TEN** and 00/100 Dollars (\$10.00) (the “**Purchase Price**”), delivered to Seller at Closing upon satisfaction of all conditions to Closing, including without limitation, delivery of a special warranty deed (the “**Deed**”) at Closing, less any amounts to be withheld in accordance with this Agreement.

(c) Upon execution of this Agreement, the Parties shall open an escrow (the “**Escrow**”) with Fidelity National Title Insurance Company (the “**Title Company**”) and deposit this Agreement with the Title Company for use as Escrow instructions. Buyer and Seller further agree to execute supplemental Escrow instructions for transactions of the type contemplated in this Agreement. In the event of a conflict between the supplemental Escrow instructions and this Agreement, the terms of this Agreement shall control. Within thirty (30) days after the Effective Date, Buyer shall deliver to the Title Company for deposit into the Escrow immediately available funds in the amount of Five Thousand Dollars (\$5,000) (the “**Deposit**”), which shall be held by the Title Company in one or more federally insured accounts. All references in this Agreement to the Deposit shall include any interest earned on funds in the Escrow. If Buyer completes the purchase of the Property, the Deposit shall be applied to the Purchase Price. Otherwise, the Deposit shall be held and disbursed by the Title Company as provided in this Agreement.

2. Additional Consideration and Conditions.

(a) Prior to Closing, Buyer shall obtain approval of the following agreements from the Westminster City Council:

(i) A development agreement entered into by and between Buyer and the City for the portion of the Project to be completed on Lot 14A, First Replat of Shoenberg Farms Commercial, identified on Exhibit A and referred to hereinafter as “**Phase 1**”, which development agreement shall comply with Title XI of the Westminster Municipal Code and shall detail: (A) the obligations of Seller and Buyer; (B) the standards and conditions that will govern development of Phase 1; and (C) the milestones and timelines associated with development approval and construction for Phase 1, including a timeline for design and construction of Phase 1 (the “**Phase 1 Schedule**”). Unless modified by written agreement of the Parties, compliance with the Phase 1 Schedule shall be a condition of performance as set forth in the Right of Repurchase and Post-Closing Agreement described below. If Seller and Buyer cannot agree to the form and content of the aforementioned development agreement and/or the Repurchase Agreement (defined below) within ninety (90) days following mutual execution of this Agreement, then Buyer shall have the option to terminate this Agreement by written notice to Seller, in which case the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except for any liabilities or obligations that by their terms survive termination of this Agreement.

(ii) A Right of Repurchase and Post-Closing Agreement, entered into by and between Buyer and the City (the “**Repurchase Agreement**”), providing:

- Seller the right to repurchase the Property if: (A) Buyer fails to commence physical construction for Phase 1 within nine (9) months after receiving a building permit for utilities and interior rehabilitation; or (B) if Buyer fails to complete construction within twenty-four (24) months from commencement of construction;

- that, in the event Seller exercises its right to repurchase the Property, Seller shall provide 30 days' written notice to Buyer thereof and pay to Buyer ten dollars (\$10.00); and

- in the event Seller determines that Buyer has not met any one or more of the deadlines imposed on Buyer in the Phase 1 Schedule, Seller shall provide written notice to Buyer specifying the relevant deadline and a description of how such deadline has not been met, and that Buyer shall then have fifteen (15) days to meet such deadline (or such longer time as is necessary to meet the deadline if it cannot be reasonably met within such period, provided that Buyer commences its efforts to meet such deadline and works in good faith to meet the deadline as soon as possible).

(iii) An Economic Development Assistance package, and related agreement(s) if requested by Buyer.

(b) No later than ninety (90) days following execution of this Agreement, Buyer shall submit to the City of Westminster an application for an Official Development Plan for the Property (“**ODP**”). In the event Buyer fails to apply for an ODP within such timeframe, Seller may elect to terminate this Agreement. If the ODP has not been approved within six (6) months following Buyer's application for the same, then Buyer shall have the option to terminate this Agreement by written notice to Seller, in which case the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except for any liabilities or obligations that by their terms survive termination of this Agreement.

(c) The following additional conditions shall be satisfied prior to Closing:

(i) Seller shall grant and/or plat all easements necessary for all City Public Improvements necessary to support the construction of Phase 1.

(ii) Buyer shall obtain a Certificate of Historical Appropriateness from the City's Historic Landmark Board prior to ODP approval.

(iii) Buyer shall complete a full investigation of the Property and determine that it is satisfied with the Property in Buyer's sole discretion.

(iv) The Title Company will have irrevocably committed to deliver to Buyer the Title Policy for the Property in form acceptable to Buyer.

(v) Seller's shall provide to Buyer written approval of the Architectural Schematic Plans for Phase 1.

(vi) Buyer will obtain approval of an ODP, site civil construction drawings and a building permit for Phase 1.

(vii) Buyer will have obtained all financing reasonably determined by Buyer to be necessary and sufficient to complete Phase 1.

(d) The Colorado Historical Foundation holds a perpetual conservation easement in gross on the Property, as well as the exterior surfaces of the buildings located thereon, for the purpose of preserving the historic structures and surrounding land area. Buyer hereby acknowledges and agrees that each and every obligation and restriction set forth in the Conservation Easement Agreement shall apply to Buyer upon transfer of the Property to Buyer.

(e) Seller agrees to use good faith efforts to obtain for Buyer grant funding for rehabilitation, in compliance with the CEA, of the farmhouse and carriage house on Lot 5 and/or infrastructure to serve the Property; provided, however, that the failure to obtain such grant funding shall not constitute a breach or default hereof or in any way form a basis for Buyer's termination of this Agreement.

3. Inspection and Access.

(a) Within ninety (90) days after the Effective Date, Buyer may obtain, at Buyer's option and expense, such surveys, environmental, water, soil or any other inspections, including an appraisal and an architectural evaluation, of the Property as Buyer shall deem necessary or prudent. Buyer and Buyer's inspectors and agents shall be given access to the Property for such inspections, provided that Buyer shall first give notice to Seller of the type(s) of inspections, name(s) of inspectors, the date(s) and time(s) such inspections will be performed, and evidence of adequate insurance covering Buyer's activities on the Property meeting Seller's requirements for the same. Buyer agrees to conduct all examinations and tests of the Property in a safe and workmanlike manner and repair any damage or disturbance it causes to the Property. The obligations of Buyer under this section shall survive Closing or the termination of this Agreement.

(b) On or before the date that is **ten (10) days** after the Effective Date, to the extent such documents are within Seller's possession or control, Seller will deliver to Buyer all correspondence, reports and other documents involving the Property, including, but not limited to, all subdivision plats; governmental approvals; soils reports; existing surveys; planning studies; development plans; cost estimates; layouts; grading plans; flood plain analyses; environmental assessments; aerial photographs, topographical maps or studies; engineering studies and plans, leases, contracts regarding the operation and maintenance of the Property, property tax bills, assessment history for any association, mylars, abstracts of title, title opinions, title insurance policies and all other title documents pertaining to the Property and all other documents or instruments which relate to the condition, development or developability of all or any portion of the Property.

(c) If Buyer objects to any condition of the Property, then Buyer shall give notice to Seller on or before **November 30, 2023**, adequately describing the condition and the objection thereto, together with any requested action from Seller. If a notice of objection to any condition of the Property is delivered to Seller, Seller may, but is not required to, attempt to cure, satisfy or resolve any such objections. If Seller has not agreed in writing to a settlement thereof on or before **December 31, 2023**, this Agreement may, at the option of Buyer, be terminated by written notice to Seller, in which case neither party

shall have any further rights or obligations hereunder, except for any liabilities or obligations that by their terms survive termination of this Agreement.

4. Title.

(a) Within **ten (10) days** after the Effective Date, Seller, at its expense, shall provide to Buyer a current commitment for an owner's extended coverage title insurance policy in an amount equal to the Purchase Price (the "**Title Policy**"). Within sixty (60) days after the Effective Date, Seller will obtain an ALTA/NSPS or other land survey of the Property (the "**Survey**"), at its expense, and provide the Survey to Buyer for Buyer's approval. Such Survey shall be certified to Buyer and the Title Company. Seller shall have no obligation to take any action with respect to matters identified by the Title Commitment or the Survey or any updates thereto. During the term of this Agreement, Seller shall not mortgage, convey, lease, allow any other party to occupy, option, sell, contract to do any of the foregoing or otherwise create any defect, exception or other cloud on Seller's title to the Property without Buyer's prior written consent or request.

(b) If Buyer objects to any title matter affecting the Property, then Buyer shall give notice to Seller on or before ninety (90) days after the Effective Date, adequately describing the condition and the objection thereto, together with any requested action from Seller. If a notice of objection to any title matter affecting the Property is delivered to Seller, Seller may, but is not required to, attempt to cure, satisfy or resolve any such objections. If Seller has not agreed in writing to a settlement thereof on or before one hundred twenty (120) days after the Effective Date, then Buyer shall have the option to: (i) terminate this Agreement by written notice to Seller, in which case the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except for any liabilities or obligations that by their terms survive termination of this Agreement; or (ii) withdraw its objections and Close on the transaction, in which case the matters that were the subject of the Buyer's objection shall be deemed waived.

5. Closing.

(a) Provided that the conditions in section 2 above are met or waived, and subject to the terms and conditions set forth in this Agreement, the sale of the Property shall close within thirty (30) days after approval of a building permit for Lot 14A of the Property at a mutually agreed upon time and place (the "**Closing**").

(b) At Closing, Title Company shall: (i) record the Deed, any other applicable instruments required to be recorded in the Office of the Clerk and Recorder of Jefferson County, Colorado; (ii) instruct the County Clerk and Recorder to return said Deed and other applicable instruments to Buyer; (iii) deliver to Seller a copy of the recorded Deed with the recording information included thereon; and (iv) deliver to Buyer the Deposit, an original Title Policy for the Property, the recorded Deed and other applicable instruments to be delivered as soon as possible after Closing.

(c) Seller is exempt from the payment of real property taxes and assessments for the Property. Accordingly, all real property taxes and assessments due and payable

with respect to the Property for the year of Closing shall be paid by Buyer. There will be no prorations of common area maintenance fees or water, sewer or other utility charges, unless such accounts actually exist with respect to the Property and have been prepaid at the time of Closing, in which case Seller shall receive a credit for any prepaid amounts attributable to the period from and after Closing. Seller and Buyer shall pay their respective Closing costs and all other items required to be paid at Closing. Any title policy endorsements that Buyer may require with respect to the Property shall be paid by Buyer.

6. Closing Documents. The parties shall deposit the following with Title Company at or prior to Closing:

(a) Buyer shall deposit:

(i) An executed settlement statement; and

(ii) Such documentary and other evidence as may be reasonably required by Seller or the Title Company evidencing the status and capacity of Buyer and the authority of the person or persons who are executing the various documents on behalf of Buyer in connection with this Agreement.

(b) Seller shall deposit:

(i) The Deed for the Property in the form attached hereto as **Exhibit C** and incorporated herein by this reference;

(ii) An executed settlement statement; and

(iii) Such documentary and other evidence as may be reasonably required by the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with this Agreement.

7. Authority.

(a) Seller represents and warrants that it is a Colorado home rule municipality and has the authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement. Seller further represents and warrants that this Agreement has been duly authorized and executed by Seller, and upon delivery to and execution by Buyer, shall be a valid and binding Agreement of Seller fully enforceable by Buyer against Seller in accordance with its terms. The entering into and performance by Seller of the transactions contemplated by this Agreement will not violate or breach any other agreement, covenant, obligation, judgment, order, writ, injunction or decree issued against or imposed upon Seller, and there is no consent required from any third party before the Property may be acquired by Buyer pursuant to this Agreement.

(b) Buyer represents and warrants that it is a Colorado limited liability company and has the authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement. Buyer further represents and warrants that

this Agreement has been duly authorized and executed by Buyer, and upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer fully enforceable by Seller against Buyer in accordance with its terms. The entering into and performance by Buyer of the transactions contemplated by this Agreement will not violate or breach any other agreement, covenant, obligation, judgment, order, writ, injunction or decree issued against or imposed upon Buyer, and there is no consent required from any third party before the Property may be acquired by Buyer pursuant to this Agreement

8. Condemnation. If, prior to Closing, any portion of the Property is taken or threatened to be taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending taking which has not yet been consummated), Seller shall promptly provide written notice to Buyer of such fact. In such event, either Buyer or Seller shall have the right to terminate this Agreement upon written notice to the other party not later than **seven (7) days** after receipt of Seller's notice thereof. If this Agreement is terminated in its entirety, any and all documents and funds shall be returned by Title Company to each party who so deposited the same and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement and except for the payment of Title Company cancellation fees which shall be paid by Seller.

9. Seller's Representations and Warranties. Seller hereby represents that the following statements are now, and will be as of Closing, true and correct, to the best of Seller's knowledge.

(a) There is no action, suit or proceeding pending, or to the best of Seller's knowledge threatened, against or otherwise affecting Seller or the Property in any court of law or equity, or before any governmental authority, in which an adverse decision might materially impair the Seller's ability to perform its obligations under this Agreement.

(b) There is no pending or threatened condemnation or similar proceeding affecting the Property.

(c) With the exception of the CEA the Property is being sold free and clear of all mortgages, deeds of trust, liens, encumbrances, service contracts, agreements, leases and other occupancy rights, except as specifically identified herein.

(d) Seller has not received any notice of any violations of any applicable law related to the Property.

(e) Seller is not aware of any special assessments to be levied against the Property after its acquisition by Buyer.

(f) Seller shall give Buyer prompt written notice if any of the representations or warranties made by Seller in this Agreement are no longer true or correct in any material manner.

10. Default.

(a) If Seller shall fail to perform any of its obligations hereunder for any reason other than Buyer's default hereunder, and Seller's failure to perform is not cured within **thirty (30) days** following written notice from Buyer describing in reasonable detail the default hereunder, Buyer shall have the rights, which shall be Buyer's exclusive remedies: (i) to specific performance of Seller's obligations hereunder; or (ii) to terminate this Agreement by providing Seller with written notice of such termination, and receive a refund of the Deposit and be relieved of all further obligations, other than any liabilities or obligations that by their terms survive termination of this Agreement.

(b) If Buyer shall fail to perform any of its obligations hereunder for any reason other than Seller's default hereunder, the damages to Seller would be extremely difficult and impractical to ascertain, and the amount of the Deposit is a reasonable estimate for the damages to Seller, including costs of cooperation in satisfying conditions to Closing, costs of seeking another buyer upon Buyer's default, opportunity costs in keeping the Property out of the marketplace and other costs incurred in connection with this Agreement. Accordingly, in the event of a default by Buyer that is not cured within **thirty (30) days** following written notice from Seller describing in reasonable detail the default hereunder, Seller shall have the right to terminate this Agreement by written notice to Buyer and receive and retain the Deposit. Any and all other remedies otherwise available to Seller under applicable law are expressly waived.

11. General Matters.

(a) Broker Fees. In the event any real estate commission is assessed in relation to this Agreement and the Property described herein, the party incurring such cost shall be responsible payment thereof at closing.

(b) Further Acts. Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

(c) Buyer's Costs. Except as expressly set forth herein to the contrary, any and all costs or expenses incurred by Buyer related to the transaction contemplated herein, including but not limited to due diligence, engineering, architecture and any other costs, shall be at Buyer's sole risk and are not eligible for reimbursement by Seller.

(d) Timing; Dates. Time is of the essence of this Agreement. If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, falls on a Friday, weekend or holiday observed by the City of Westminster, Colorado, then such date shall be automatically extended to the next succeeding weekday that is not a Friday or holiday observed by Buyer.

(e) Notice. Unless otherwise expressly provided herein, all tenders and notices required hereunder shall be made and given in writing by electronic transmission to the parties hereto and their counsel at the email addresses herein set forth and shall be effective as of the date of transmission if given by 5:00 p.m. on a business day in Westminster, Colorado, or if not, shall be deemed effective as of the next business day after transmission;

or by personal delivery (which shall be effective as of the date of delivery); or by mailing by U.S. certified mail, return receipt requested (which shall be effective as of the 3<sup>rd</sup> business day after deposit); or by private contract carrier (which shall be effective as of the date of delivery). Email addresses and physical addresses for notice are:

If to Seller:

City of Westminster  
Attn: Director – Economic Development Department  
4800 W. 92<sup>nd</sup> Avenue  
Westminster, CO 80031  
Telephone: 303-658-2113  
Email: [lkimball@cityofwestminster.us](mailto:lkimball@cityofwestminster.us)

With a copy to:

Westminster City Attorney's Office  
4800 W. 92<sup>nd</sup> Avenue  
Westminster, CO 80031

If to Buyer:

Matt Lawrence  
8157 Field Circle  
Arvada, CO 80005  
Telephone: (949) 295-8879  
Email: [matthewd.lawrence@yahoo.com](mailto:matthewd.lawrence@yahoo.com)

With a copy to:

Christopher J. Conant  
Hatch Ray Olsen Conant LLC  
730 17<sup>th</sup> Street, Suite 200  
Denver, CO 80202  
Telephone: (303) 298-1800  
Email: [cconant@hatchlawyers.com](mailto:cconant@hatchlawyers.com)

(f) Entire Understanding. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and/or written or oral agreements between them with respect to the subject matter of this Agreement. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Agreement.

(g) Binding Effect. As specifically limited herein, this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

(h) Amendment. This Agreement may be amended at any time by the written agreement of Buyer and Seller. All amendments, changes, revisions and discharges of this Agreement, in whole or in part, shall be binding upon the parties despite any lack of legal consideration, so long as any amendment, change or revision shall be in writing and executed by the parties to this Agreement.

(i) Assignment. Buyer shall not have the right to assign any of its rights under this Agreement without first obtaining Seller's written consent; provided, however, Buyer may assign its rights under this Agreement to an entity owned or controlled by Buyer's members.

(j) No Third-Party Beneficiary. Except as expressly provided hereunder, this Agreement is executed for the exclusive benefit of the signatory parties and their respective successors and assigns. Nothing herein shall be construed as creating any enforceable right, claim or cause of action in or for any third-party.

(k) Execution and Counterparts. The delivery of facsimile or electronic copies of any Party's signature hereon or on any notice to be delivered in connection herewith shall be valid and binding for all purposes. Upon request, either Party will deliver to the other the original of the agreement or instrument delivered by facsimile or electronic mail; however, failure to furnish an executed original shall not affect the effectiveness of any execution evidenced by a facsimile or electronic signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

(l) Electronic Disposition. The Parties acknowledge and agree that the original of this Agreement, including the signature pages, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

(m) Regulatory Authority Preserved. Buyer acknowledges that Seller has executed this Agreement in Seller's proprietary capacity as owner of the Property.

(n) Public Records Disclosure. To the extent required or otherwise authorized by said statutes or other applicable law, any public records submitted to or generated by Buyer in connection with this Agreement are potentially subject to public inspection and copying upon request. Buyer expressly waives any claim or cause of action against Seller arising out of such disclosure. The provisions of this section shall survive the expiration or termination of this Agreement.

(o) Waiver of Covenants. The waiver by one Party of the performance of any covenant, condition or promise under this Agreement shall not invalidate this Agreement

nor shall it be considered a waiver by it of any other covenant, condition or promise under this Agreement. The waiver by either or both Parties of the time for performing any act under this Agreement shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded. No waiver shall be effective unless the same is in writing and signed by the Party to be charged with it.

(p) Dispute Resolution. Before pursuing litigation, the Parties agree to pursue non-binding mediation in the City of Westminster, Colorado, with a mutually acceptable mediator credentialed by the Mediation Association of Colorado. If mediation is unsuccessful or the Parties cannot agree on an acceptable mediator, each Party shall have the right to pursue any remedies to which such Party is entitled hereunder.

(q) Governing Law and Venue. The performance and interpretation of this Agreement shall be controlled by the laws of the state in which the Property is located. Should any legal action, suit or proceeding be initiated by any party with regard to or arising out of this Agreement, such action shall be brought only in the Jefferson County District Court, and each party hereby consents to the jurisdiction of such court as to all such actions.

(r) Governmental Immunity. Seller is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to Buyer.

(s) Severability. In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(t) Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of Seller imposed by this Agreement is subject to annual appropriation by Seller, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

*[Remainder of page intentionally blank - signature page(s) follow(s).]*

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement as of the Effective Date.

**SELLER:**

City of Westminster, a Colorado municipal corporation

By: Mark A. Freitag  
Mark Freitag, City Manager

Date: 9/18/2023

**ATTEST:**

By: Abby Fitch

Approved as to form:

Greg Graham  
City Attorney's Office

*Lindsey Kimball*

*Jody Andrews*

**BUYER:**

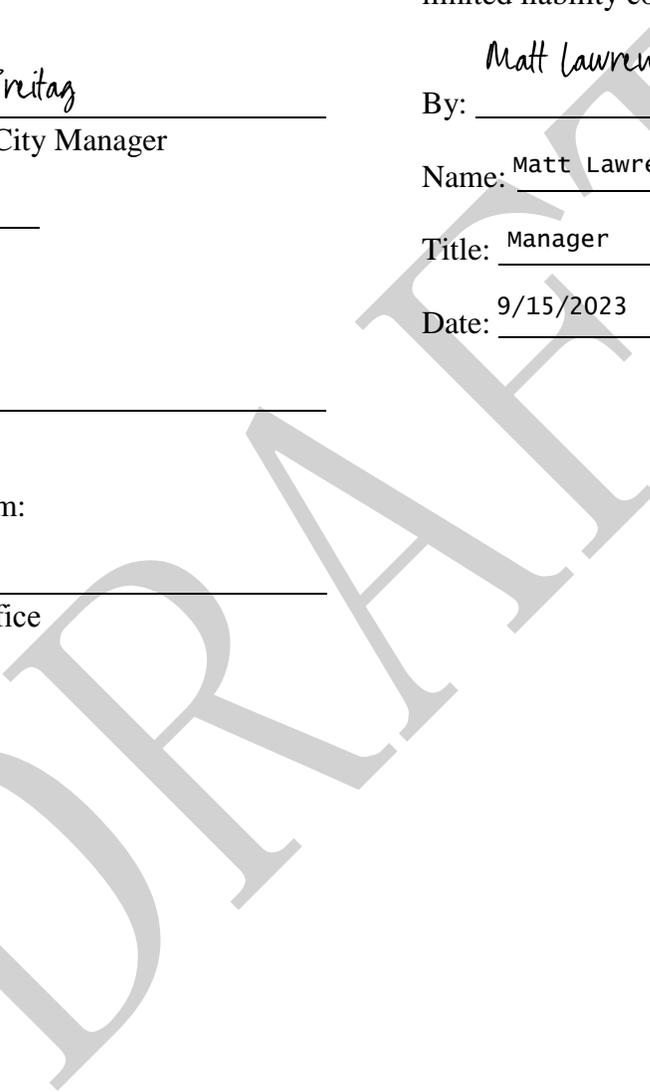
MJ DEVELOPMENT LTD, a Colorado limited liability company

By: Matt Lawrence [Signature]

Name: Matt Lawrence John Crays

Title: Manager Manager

Date: 9/15/2023 9/15/2023



**EXHIBIT A**

DRAFT

**EXHIBIT B**  
**CONSERVATION EASEMENT AGREEMENT**

DRAFT

DRAFT



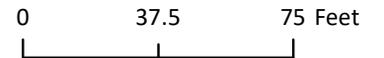
Exhibit A to Special Warranty Deed – Permitted Exceptions

DRAFT

# SHOENBERG FARMS



- Shoenberg Farms Commercial
- The Tepper\*
- Parcels - Outlined in White
- City Limit



\* Under contract to develop in conjunction with the City owned parcels.

**Lot 14A**  
**City Owned**  
**"Phase 1"**

7255

**Lot 5 "Phase 2"**  
**City Owned**

7231

**Lot 14D**  
**Private Parcel**

5212

300

200

100

7221

500



**EXHIBIT "B"**  
**CONSERVATION EASEMENT**

August 1, 2008

Ms. Vicky Bunsen  
Community Development Programs Coordinator  
City of Westminster  
4800 West 92nd Avenue  
Westminster, CO 80031

Dear Ms. Bunsen:

The Colorado Historical Society has completed its review of grant applications (>\$35,000) submitted to the State Historical Fund for the April 1, 2008 deadline. We are pleased to announce that a grant of \$300,000 has been awarded to your project for the exterior restoration and rehabilitation of the Shoenberg Farm - Dairy Barn.

I have enclosed our most recent State Historical Fund (SHF) Grants Packet, including a business card for the historic preservation specialist assigned to your project. Please note that this letter is neither a contract nor an authorization to begin work. Grant contracts staff will contact you within the next few weeks to negotiate and execute a contract; this may include clarifications to your proposed scope of work and budget to meet SHF policies and procedures. Work cannot begin until a contract has been fully executed. After executing the contract you should discuss the project with your assigned historic preservation specialist before beginning work. For your convenience, I am returning the extra copies of your application and copies of the reviewer score sheets.

As a condition of the receipt of this grant, City of Westminster and the property owner (if different from grant recipient) will be required to convey a perpetual easement to an appropriate easement-holding organization. If there is an existing easement on the property, it will require updating. The Colorado Historical Foundation is one such organization, and they can be reached by calling Lane Ittelson, Executive Director, at (303) 894-2503. In the Denver Metro area, Historic Denver, Inc. is also willing to accept perpetual easements. Their easement program administrator can be reached by calling (303) 534-5288. The cost of preparing and recording this easement, or updating an existing easement, will be paid by the State Historical Fund, in addition to the amount of this grant. In order to acknowledge this condition the City of Westminster and the property owner must sign a copy of this letter and return it to our offices within 60 days, or your grant award may be rescinded.

If your project requires any approval by a federal or state agency, a federal or state agency license, or is receiving any type of federal or state agency funding, please contact the Colorado Historical Society's intergovernmental services director, Dan Corson at (303) 866-2673 to determine if any consultation is needed pursuant to the State Register Act or Section 106 of the National Historic Preservation Act.

If you don't already have an active email address you are required to obtain one and monitor it regularly for grant management purposes. Please notify SHF contracts staff ([shfcontracts@chs.state.co.us](mailto:shfcontracts@chs.state.co.us), include ref. # provided below) of any changes to your email address from the information provided on the application Organizational Summary.

Congratulations on receiving the State Historical Fund award. We look forward to getting your project under contract and on its way to successful completion. If you have any questions about the grant award, please do not hesitate to contact our office at (303) 866-2825.

Sincerely,

Mark Wolfe  
Director

City of Westminster

Date

8/25/08

Property Owner

Date

X:\Document\10144029.doc  
Ref: 09-01-021  
Funded

Encl: State Historical Fund Grants Packet

A Grants Program of the  
**COLORADO HISTORICAL SOCIETY**

---

---

**COLORADO HISTORICAL FOUNDATION**

**DEED OF**

**CONSERVATION EASEMENT**

---

---

FOR THE PROPERTY KNOWN AS:

**SHOENBERG FARM**

**also known as DUDLEY C. SHOENBERG MEMORIAL FARM**

Granted by:

CITY OF WESTMINSTER, COLORADO,  
A HOME RULE CITY

to

THE COLORADO HISTORICAL FOUNDATION,  
A NONPROFIT COLORADO CORPORATION

---

---

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

John E. Moye, Esq.

Moye White LLP

16 Market Square, 6<sup>th</sup> Floor

1400 16<sup>th</sup> Street

Denver, Colorado 80202-1486

JBM  
22

TABLE OF CONTENTS

	PAGE
ARTICLE 1. GRANT OF EASEMENT .....	1
1.1.1. Grant .....	1
1.2. Photographs and Surveys .....	2
ARTICLE 2. AFFIRMATIVE COVENANTS.....	2
2.1. Maintenance and Repair .....	2
2.2. Interior Maintenance .....	2
2.3. Insurance .....	2
2.4. Taxes .....	3
2.5. Indemnification .....	3
2.6. Notice from Government Authorities .....	3
2.7. Notice of Proposed Sale .....	3
2.8. Existing Liens .....	4
2.9. Liens .....	4
2.10. Subordination of Mortgages .....	4
2.11. Plaques .....	4
2.12. Notice to Other Persons .....	4
2.13. Recording .....	4
2.14. Proof of Compliance .....	4
ARTICLE 3. NEGATIVE COVENANTS.....	5
3.1. No Demolition .....	5
3.2. No Construction .....	5
3.3. New Buildings .....	6
3.4. Signs .....	6
3.5. Topography .....	6
3.6. Landscaping .....	6
3.7. Public View .....	6
3.8. Trash .....	6
3.9. Use .....	6
3.10. Subdivision .....	6
3.11. Utilities .....	7

JBM  
JK

ARTICLE 4. CASUALTY/OBSOLESCENCE .....7

    4.1. Damage or Destruction .....7

    4.2. Review After Casualty Damage or Destruction .....7

    4.3. Grantee’s Right to Raise Funds .....7

    4.4. Determination Not To Require Rebuilding .....8

ARTICLE 5. EXTINGUISHMENT. ....8

    5.1. Extinguishment .....8

    5.2. Condemnation .....8

ARTICLE 6. ADMINISTRATION AND ENFORCEMENT.....9

    6.1. Inspections .....9

    6.2. Grantee’s Remedies .....9

    6.3. No Merger .....10

    6.4. Assignment .....10

ARTICLE 7. MISCELLANEOUS. ....10

    7.1. Notices .....10

    7.2. Effectiveness .....11

    7.3. Perpetuity .....11

    7.4. Counterparts .....11

    7.5. Interpretation .....12

    7.6. Binding Effect .....12

    7.7. No Public Right of Entry .....12

    7.8. Development Rights .....12

    7.9. Amendments .....12

    7.10. Enforceability .....12

    7.11. Building Regulations .....13

    7.12. Statute of Limitations .....13

    7.13. Venue .....13

JBM  
JK

Schedule of Exhibits

Exhibit A      Legal Description of Property

Exhibit B      Photographs of Buildings

Exhibit C      Site Plan

Exhibit D      Permitted Encumbrances

Exhibit E      Existing Mortgages/Subordination Agreements

Exhibit F      Permitted Alterations

JBM  
RL

**THIS DEED OF CONSERVATION EASEMENT** (the "Easement"), made as of December 18, 2010, by and between the CITY OF WESTMINSTER, a Colorado home rule city, Grantor, and the COLORADO HISTORICAL FOUNDATION, a nonprofit Colorado corporation, of P.O. Box 40910, Denver, Colorado 80204, Grantee;

**RECITALS:**

A. The Grantee, a non-profit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code, is a qualified organization for purposes of Section 170(h)(3) of the Internal Revenue Code, as further defined by Internal Revenue Service Regulation §1.170A-14(c), and was created at least two years prior to the date of this Easement;

B. The Grantee is authorized to accept easements to protect property significant in Colorado history, architecture, and culture;

C. The Grantor is the owner in fee simple of certain real property sometimes known as Shoenberg Farm (also known as Dudley C. Shoenberg Memorial Farm) (the "*Property*"), said Property presently including seven structures (the "*Buildings*"); the Property is more particularly described below;

D. Intentionally Deleted.

E. The Property has been designated for preservation by the City of Westminster under Ordinance No. 2008-3406, dated March 31, 2008.

F. The Grantor and Grantee recognize the historical, architectural, cultural, and aesthetic value and significance of the Property, and have a common purpose of conserving and preserving the value and significance of the Property;

G. The grant of this Easement and the acceptance of this Easement will assist in preserving and maintaining the historical, architectural, cultural, and aesthetic value and significance of the Property;

H. To that end, Grantor desires to grant to Grantee, and Grantee desires to accept this Easement on the Property, pursuant to Article 30.5 of Title 38, Colorado Revised Statutes (the "*Act*").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1. GRANT OF EASEMENT.**

**1.1. Grant.** Grantor does hereby irrevocably grant and convey unto Grantee a conservation easement in gross, to have and to hold in perpetuity (which easement is more particularly described below), to constitute a binding servitude upon the Property and the exterior surfaces of the Buildings located thereon, owned by the Grantor, and more particularly described in Exhibit A attached hereto and incorporated by this reference.

JBM  
AK

**1.2. Photographs and Surveys.** In order to make more certain the full extent of Grantor's obligations and the restrictions on the Property (including the Buildings), and in order to document the exterior nature of the Buildings as of the date hereof, attached hereto as Exhibit B and incorporated herein by this reference is a set of photographs depicting the exterior surfaces of the Buildings and the surrounding property. Attached hereto as Exhibit C and incorporated herein by this reference is a site plan illustrating the boundaries of the Property and the location of the Buildings on the Property. It is stipulated by and between Grantor and Grantee that the external nature of the Buildings as shown in Exhibit B is deemed to be the external nature of the Buildings as of the date of this Easement and as of the date this Easement is first recorded in the real property records of Jefferson County, Colorado. The external nature of the Buildings as shown in Exhibit B is hereinafter referred to as the "*Present Facades*."

**ARTICLE 2. AFFIRMATIVE COVENANTS.**

Grantor covenants on behalf of itself, its successors and assigns, with Grantee, its successors and assigns, such covenants being deemed to run as a binding servitude, in perpetuity, with the land, to do upon the Property each of the following covenants and stipulations, which contribute to the conservation purposes of this Easement in that they aid significantly in the preservation of the historic structures and surrounding land area, which contributes to the historical, architectural, and cultural integrity of the Buildings

**2.1. Maintenance and Repair.** Grantor shall at all times maintain the Buildings in a good and sound state of repair and shall maintain the Present Facades and the Buildings according to the "Standards," as defined in Section 3.2 below, so as to prevent deterioration of the Present Facades. Subject to the casualty provisions of Article 4 below, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction according to the Standards whenever necessary to have the external nature of the Buildings at all times appear to be the same as the Present Facades.

**2.2. Interior Maintenance.** The Grantor shall maintain the interiors of the Buildings as is required to ensure the structural soundness and the safety of the Buildings, but Grantor is not obligated by this Section 2.2 to preserve or rehabilitate the interiors of the Buildings in accordance with the Standards.

**2.3. Insurance.** Grantor at its expense shall (i) keep the Property insured by an insurance company rated "A VII" or better by Best's and also acceptable to the Grantee, under a form of full replacement cost insurance policy against risk of physical damage to those aspects of the Property that are governed by this Easement in form and in such amount as may be required by Grantee; and (ii) carry and maintain comprehensive public liability insurance under a policy issued by an insurance company rated "A VII" or better by Best's and also acceptable to Grantee with coverage per person per occurrence of not less than \$1,000,000.00 combined single limit or such greater amount as may reasonably be required by Grantee from time to time. All insurance policies required to be obtained or maintained by Grantor shall name Grantee as an additional insured or a loss payee thereunder as applicable and provide for 60 days notice of cancellation by the insurer to Grantee. Grantor shall promptly provide certificates of insurance required by this Section 2.3 and all supplements or endorsements thereto to Grantee on a yearly basis or as such

JBM  
JK

insurance policies are entered into, renewed or amended. As of the effective date of this Easement, Grantor is in compliance with the provisions of this paragraph by participating in the Colorado Intergovernmental Risk Sharing Agency (CIRSA), which uses insurance companies that are not rated by Best's.

**2.4. Taxes.** Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property. Grantee is hereby authorized -- but in no event required or expected -- to make or advance upon three days prior written notice to Grantor, any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charge, fine, imposition or lien asserted against the Property and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or assessment or into the validity of such tax, assessment, sale or forfeiture. Such payment, if made by Grantee, shall become a lien on the Property of the same priority as the item if not paid would have had and shall bear interest until paid by Grantor at 2 percentage points over the prime rate of interest from time to time charged by Wells Fargo Bank, N.A., or its successor. As of the effective date of this Easement, the Grantor is a tax-exempt municipal corporation.

**2.5. Indemnification.** To the extent permitted by law, Grantor shall indemnify, defend (if requested, with counsel selected by Grantee) and hold Grantee harmless for any claims, liability, costs, attorney's fees, fines, judgments, losses or expenses to Grantee or any officer, employee, agent or independent contractor of the Grantee resulting from actions or claims of any nature by third parties arising out of or in connection with the conveyance, possession, or exercise of rights under this Easement; any injury to or death of any person; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Property, unless such injury or damage is caused solely by the gross negligence or willful misconduct of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

**2.6. Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

**2.7. Notice of Proposed Sale.** Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of this Easement to potential new owners prior to sale closing, except for the conveyance of individual residential condominium units.

**2.8. Existing Liens.** Except for those matters shown in Exhibit D hereto, Grantor warrants to Grantee that no lien or encumbrance exists on the Property as of the date hereof. Grantor shall immediately cause any lien or claim of lien that may hereafter come to exist against the Property which would have priority over any of the rights, title or interest hereunder of Grantee, to be subordinated to the rights, title and interest of Grantee, pursuant to Section 2.10 below.

**2.9. Liens.** Any lien on the Property created pursuant to any paragraph of this Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien.

**2.10. Subordination of Mortgages.** Grantor warrants that there are no mortgages, deeds of trust, or other liens on the Property as of the date of recording of this Easement except as shown in Exhibit E hereto. Grantor and Grantee agree that all mortgages, deeds of trust, or other liens (collectively, the "*Mortgages*") shall be subject and subordinate at all times to the rights of the Grantee to enforce this Easement. Grantor has provided a copy of the Easement to all holders of Mortgages as of the date of this Easement, and the agreement of each such holder of Mortgages to subordinate the Mortgage to the Easement in the form attached hereto as Exhibit E has been obtained by Grantor and provided to Grantee.

**2.11. Plaques.** Grantor agrees that the Grantee, its successors or assigns, may provide and maintain one or more plaques on the Property or Buildings giving notice of the history of the Property and the grant of this Easement, subject to Grantor's reasonable approval of the size and location of such plaques.

**2.12. Notice to Other Persons.** Restrictions, stipulations, and covenants contained in this Easement shall be inserted by Grantor (verbatim or by express reference to the Book, Page, and County of recording of this Easement) in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a sale or lease of a condominium unit. Concurrently with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of the same. With respect to individual residential condominium units, the requirements of this paragraph shall be deemed to be satisfied at such time as (1) Grantor forms or causes to be formed a condominium or cooperative association as described in Section 3.10, and (2) such association shall have adopted and recorded a condominium declaration or declaration of protective covenants disclosing and requiring compliance with the terms of this Easement.

**2.13. Recording.** Grantee, its successors or assigns, will do and perform at its cost all acts necessary to the prompt recording of this Easement among the land records of Jefferson County, Colorado.

**2.14. Proof of Compliance.** Upon written request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantor contained herein.

### ARTICLE 3. NEGATIVE COVENANTS.

**3.1. No Demolition.** The Buildings shall not be demolished, removed or razed except as provided in Paragraph 4.4.

**3.2. No Construction.** Without the express written permission of the Grantee, signed by a duly authorized representative thereof, no construction, alteration, or remodeling or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect either the Present Facades or increase or decrease the height of the Buildings, including without limitation anything which would alter the external appearance of the Buildings as depicted in Exhibit B or which would adversely affect the structural soundness of the Buildings or anything which would encroach on the open land area on the Property adjacent to and surrounding the Buildings; provided, however, that:

*a. Reconstruction.* The reconstruction, repair, or refinishing of the Present Facades, damage to which has resulted from casualty loss, deterioration, or wear and tear, shall be permitted provided that such reconstruction, repair, or refinishing is performed according to the Standards for Historic Preservation Projects and Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, issued and as may from time to time be amended by the U.S. Secretary of Interior (hereinafter, collectively the "*Standards*"), subject to the prior written approval of Grantee, and in a manner which maintains or recreates, as the case may be, the appearance of the Present Facades; and

*b. Permitted Alterations.* Grantor may make such alterations to the Property, Buildings and Present Facades as are expressly authorized in attached Exhibit F which is incorporated herein by this reference, subject to the Grantee's right to review and approve detailed plans and specifications, designs and materials prior to and during the course of construction. Any changes in such detailed plans, specifications, designs and materials are subject to Grantee's prior review and approval. Upon completion of the alterations permitted by Exhibit F, Grantor shall promptly document (by photographs and other appropriate means) the altered appearance of the Property, Buildings, and Present Facades, and shall execute an amendment (the "*First Amended Deed of Easement*") to this Easement, by which such documentation of the aforesaid altered appearance of the Property, Buildings, and Present Facades shall be substituted for Exhibit B to this Easement. Grantee shall accept said First Amended Deed of Easement if the alterations permitted by Exhibit F shall have been performed to the satisfaction of Grantee and in accordance with the Standards, in which event Grantee shall record said First Amended Deed of Easement in the land records of Jefferson County, Colorado, in the office of the Recorder of Deeds. Upon such recordation, the references in this Easement to the Property, the Buildings, and the Present Facades shall be deemed to refer to the altered appearance of the same as shall be documented in the First Amended Deed of Easement. Neither Grantor's delivery or failure to deliver said First Amended Deed of Easement to Grantee, nor Grantee's refusal to accept said First Amended Deed of Easement, shall be construed to impair the full force and effect of this Easement; and

*c. Painting.* In all events, Grantor, in painting the exteriors of the Buildings, shall obtain the prior written consent of Grantee as to the quality and color of paint to be used.

JBM  
2/2/21

**3.3. New Buildings.** No buildings, structures or other improvements not presently on the Property shall be erected or placed on the exterior of the Property hereafter, except as expressly described in Exhibit F and except for temporary structures, such as scaffolding needed to assist workmen.

**3.4. Signs.** No signs, billboards, or advertisements shall be displayed or placed on the exterior of the Property or Buildings except as expressly described in Exhibit F; provided, however, that Grantor may, with prior written approval from and in the sole discretion of Grantee, erect such signs as are compatible with the conservation purposes of this Easement and appropriate to identify the Buildings and any activities carried on in the Buildings.

**3.5. Topography.** No topographical changes, including but not limited to excavation, shall occur on the exterior of the Property except as expressly described in Exhibit F; provided, however, that Grantor may, with prior written approval from and in the sole discretion of Grantee, make such topographical changes as are consistent with and reasonably necessary to promote the conservation purposes of this Easement.

**3.6. Landscaping.** There shall be no removal, destruction, or cutting down of trees, shrubs, or other vegetation on the exterior of the Property except as expressly described in Exhibit F; provided, however, that Grantor may with prior written approval from and in the sole discretion of Grantee, undertake such landscaping of the Property as is compatible with the conservation purposes of this Easement and which may involve removal or alteration of present landscaping, including trees, shrubs, or other vegetation. In all events, Grantor shall maintain trees, shrubs, and lawn in good manner and appearance.

**3.7. Public View.** Grantor agrees not to obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any Buildings, structures or improvements on the Property from adjacent publicly accessible areas such as public streets.

**3.8. Trash.** No dumping of ashes, trash, rubbish or any other unsightly or offensive materials shall be permitted on the Property, except for customary trash disposal in accordance with the ordinances and regulations of the City of Westminster.

**3.9. Use.** The Property shall be used only for purposes consistent with the conservation purposes of this Easement.

**3.10. Subdivision.** The Property is currently subdivided into two lots and shall not be further subdivided and the Property shall not be devised or conveyed except as currently subdivided; provided, however, that the Grantor shall be permitted to convert the Property into cooperatives or condominiums and to convey interests in the resulting cooperative or condominium units, provided that the Grantor shall form or cause to be formed, in connection with such conveyance, a cooperative or condominium association for the purposes of performing all obligations of the Grantor and its successors and assigns under this Easement.

IBM  
JK

**3.11. Utilities.** No above-ground utility transmission lines, except those reasonably necessary for the existing Buildings, may be located on the Property, except within utility easements already recorded.

#### **ARTICLE 4. CASUALTY/OBSOLESCENCE.**

**4.1. Damage or Destruction.** In the event that the Property or any part thereof shall be damaged or destroyed by casualty, the Grantor shall notify the Grantee in writing within seven days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and for safety purposes, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within 90 days of the date of damage or destruction, the Grantor shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to the Grantor and the Grantee which shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Present Facades and/or reconstruction of damaged or destroyed portions of the Property; and
- (c) a report of such restoration/reconstruction work necessary to return the Property to the condition existing at the date hereof or as of the completion of any required work as set forth in the Easement.

**4.2. Review After Casualty Damage or Destruction.** After reviewing the report described in Section 4.1,

- (a) Grantor shall have the right to restore or reconstruct the Buildings as provided in this section; or, even if Grantor does not exercise this right,
- (b) Grantee shall have the right to require Grantor to restore or reconstruct the Buildings if Grantee believes, in its sole discretion, that the purposes and intent of this Easement will be served by such restoration or reconstruction of the Buildings.

In the event that either Grantor or Grantee exercises the rights set forth in (a) and (b), then Grantor and Grantee shall establish a Schedule under which Grantor shall, as soon as practicable, complete the restoration and reconstruction of the Buildings in accordance with plans and specifications approved in advance by the Grantee, provided that Grantor shall not be obligated to incur expenses in connection with such restoration or reconstruction in excess of the total amount of casualty insurance proceeds that are payable (or would be payable) out of any insurance maintained or required to be maintained by Grantor hereunder (the "Proceeds") except as set forth in Section 4.3.

**4.3. Grantee's Right to Raise Funds.** If Grantor has failed to maintain the amount of replacement cost casualty insurance required under Section 2.3 of this Easement, Grantee has the

IBM  
AK

right to raise funds toward the costs of restoration of partially or totally destroyed Buildings above and beyond the total amount of the Proceeds as may be necessary to restore the appearance of the Present Facades, and such additional funds shall constitute a lien on the Property to the extent used to restore the Buildings until repaid by Grantor. Said lien shall have the same priority as a mechanic's lien arising on the date of commencement of construction.

**4.4. Determination Not To Require Rebuilding.** If both Grantor and Grantee determine not to exercise their respective rights regarding restoration or reconstruction of the Buildings as set forth in Section 4.2, then the Grantor may, with the prior written consent of the Grantee, alter, demolish, remove or raze one or more of the Buildings, or construct new improvements on the Property. In such event, Grantee may elect to choose any salvageable portion of the exterior surfaces of the Buildings and remove them from the Property, and Grantor shall deliver to Grantee a good and sufficient bill of sale for such salvaged pieces. In such case, Grantee shall have no right to insurance proceeds except to the extent required by law to have this Easement qualify as a charitable contribution under Section 170(h)(3) of the Internal Revenue Code and regulations promulgated thereunder as of the date of the grant of this Easement.

**4.5. Constitutional Limits on Certain Provisions.** Grantor acknowledges that the restrictions of the Colorado Constitution, Article X, Section 20, and Article XI, Section 1, and the inability to place a mechanic's lien on public property may limit the applicability of certain portions of this Agreement.

## **ARTICLE 5. EXTINGUISHMENT.**

**5.1. Extinguishment.** Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible or impractical the continued use of the Property for the purposes of this Easement and necessitate extinguishment of the Easement. Such a change in conditions may include, but is not limited to, partial or total destruction of the Buildings resulting from casualty. Such an extinguishment must be the result of a judicial proceeding and shall entitle Grantee to share in any proceeds resulting from the extinguishment in an amount determined under the provisions of Section 170(h)(3) of the Internal Revenue Code, and regulations promulgated thereunder as of the date of the original grant. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's historic preservation purposes and the conservation purposes of the grant of this Easement.

In the event of extinguishment, the provisions of this paragraph shall survive extinguishment and shall constitute a lien on the Property with the same effect and priority as a mechanic's lien until all amounts due to Grantee hereunder have been paid.

**5.2. Condemnation.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All

expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of Section 5.1 unless otherwise provided by law. Provided, however, that if the Property is encumbered by a mortgage or deed of trust at the time of such condemnation, Grantor and Grantee shall be entitled to their respective interests in any proceeds remaining after satisfaction of all mortgages or deeds of trust.

## **ARTICLE 6. ADMINISTRATION AND ENFORCEMENT.**

**6.1. Inspections.** Grantor hereby agrees that representatives of Grantee shall be permitted at all reasonable times to inspect the Property, including the Buildings. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Buildings to ensure maintenance of structural soundness and safety; inspection of the interior will not, in the absence of evidence of deterioration, take place more often than annually. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee and Grantor covenants not to withhold unreasonably its consent in determining a date and time for such inspection.

### **6.2. Grantee's Remedies.**

(a) In the event of a violation of any covenant, stipulation or restriction in this Easement or in any collateral agreement made in connection with or pursuant to this Easement, the Grantee may, in addition to any remedies now or hereafter provided by law, and following reasonable written notice to Grantor:

- i) institute suit(s) to enjoin such violation by *ex parte*, temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance required under this Easement, and Grantee shall not be required to post any bond in connection with any such proceedings;
- ii) enter upon the Property, correct any such violation, and hold Grantor, its successors and assigns, responsible for the cost thereof, and such cost until repaid shall constitute a lien on the Property, such lien to have the priority of a lien as of the date of such expenditure, with Grantee agreeing to exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any such violations, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance and workman's compensation coverage; or
- iii) release, terminate, extinguish or abandon this Easement.

(b) Grantee shall also have available all legal and equitable remedies to enforce Grantor's obligations under this Easement, or under any collateral agreement made in connection with or pursuant to this Easement, and in the event Grantor is found to have violated any of its

obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection therewith, including all court costs and attorney's, architectural, engineering and expert witness fees.

(c) The exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

(d) To the extent that any violation described in this Section 6.2 is of a type which can be cured, and does not, in Grantee's sole judgment, subject the Property to immediate and irreparable harm, Grantor shall have thirty (30) days following Grantee's written notice to cure any such violation involving failure to pay money, and sixty (60) days following Grantee's written notice to cure any other violation.

**6.3. No Merger.** In the event that the Grantee shall at any time in the future become the fee simple owner of the Property, Grantee for itself, its successors and assigns, covenants and agrees, in the event of subsequent conveyance of the same to another, to create a new easement containing the same restrictions and provisions as are contained in this Easement, and either to retain such easement in itself or to convey such easement to a similar local or national organization whose purposes, *inter alia*, are to promote historic preservation, and which is a qualified organization under Section 170(h)(3) of the Internal Revenue Code, and Internal Revenue Service Regulation §1.170A-14(c)(1) and C.R.S. §38-30.5-101 et seq.

**6.4. Assignment.** Grantee may, at its discretion, convey and assign this Easement to a similar local, state, or national organization whose purposes, *inter alia*, are to promote historic preservation, and which is a qualified organization under Section 170(h)(3) of the Internal Revenue Code and Internal Revenue Service Regulation §1.170A-14(c)(1) and C.R.S. §38-30.5-101 et seq.; provided that any such conveyance or assignment requires that the conservation purposes for which this Easement was granted will continue to be carried out. If Grantee makes any such conveyance and assignment, Grantee or Grantee's assignor will promptly notify Grantor of such assignment. If Grantee fails to remain a qualified organization, as determined by an agency or court of competent jurisdiction in a final, unappealed ruling, Grantor may require Grantee to convey and assign this Easement to a qualified organization.

## ARTICLE 7. MISCELLANEOUS.

**7.1. Notices.** Any notice which either party hereto may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered, if to Grantor, to:

City Manager  
City of Westminster  
4800 West 92<sup>nd</sup> Avenue  
Westminster, Colorado 80031

with a copy to:

City Attorney  
City of Westminster  
4800 West 92<sup>nd</sup> Avenue  
Westminster, Colorado 80031

and if to Grantee, then to:

Executive Director  
Colorado Historical Foundation  
P.O. Box 40910  
Denver, Colorado 80204

with a copy to:

Moye White LLP  
16 Market Square, 6<sup>th</sup> Floor  
1400 16<sup>th</sup> Street  
Denver, Colorado 80202-1486  
Attn: John E. Moye

Each party may change its address set forth herein by a notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under this Easement may be given by the President of the Grantee or by any duly authorized representative of the Grantee.

**7.2. Effectiveness.** This Easement is effective only upon recording among the real property records of Jefferson County, Colorado.

**7.3. Perpetuity.** This Easement is intended to be of perpetual duration, in accordance with the provisions of the Act. If, however, for any reason this Easement is ever held to be in contravention of the rule against perpetuities or rules respecting alienation of property, by a court of competent jurisdiction a final decision from which no appeal is taken, then the term of this Easement shall be deemed to expire 21 years after the death of the last to die of the now living descendants of John Fitzgerald Kennedy, Lyndon Baines Johnson, Richard M. Nixon, Gerald R. Ford, Jimmy Carter, Ronald W. Reagan, George H. W. Bush, William Jefferson Clinton and George W. Bush, all former Presidents of the United States.

**7.4. Counterparts.** This Easement is executed in four counterparts, each page of which (including exhibits) has been initialed by Grantor and Grantee for purposes of identification. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided above, each counterpart shall constitute the agreement of the parties. Immediately after execution hereof, one counterpart shall be held

JBW  
2/2

by each of Grantor, Grantee, Grantee's attorney, and one counterpart shall be recorded as provided above and will be returned to Grantee.

**7.5. Interpretation.** Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to effect the transfer of rights and the restrictions on use herein contained.

**7.6. Binding Effect.** This Easement shall extend to and be binding upon Grantor, its successors and assigns, and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this Easement or then have an interest in the Property. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this Easement where such person shall cease to have any interest (present, partial, contingent, collateral or future) in the Property by reason of a *bona fide* transfer for full value. Any right, title or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" when used herein shall include all such successors and assigns. This Easement shall survive any termination of Grantor or Grantee's existence.

**7.7. No Public Right of Entry.** Nothing contained in this Easement grants, nor shall be interpreted to grant, to the public any right to enter on the Property or into the Buildings.

**7.8. Development Rights.** To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to a use more intensive (in terms of height, bulk or other objective criteria regulated by such ordinances) than that to which the Property is devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property during the term of this Easement, except under the provisions of and under the circumstances defined in Section 3.2. Grantor hereby transfers to Grantee any such development rights over the Property.

**7.9. Amendments.** For purposes of furthering the preservation of the Property and Buildings and of furthering the other purposes of this Easement, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this Easement in writing without notice to any party; provided, however, that no such amendment shall limit the perpetual duration or interfere with the conservation purposes of the Easement. Such amendment shall become effective upon recording among the real property records of Jefferson County, Colorado. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

**7.10. Enforceability.** This Easement is made pursuant to the Act, but the invalidity of such statute or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this Easement whether this Easement be enforceable by reason of any statute, common law or private agreement either in existence

JBM  
2/21

now or at any time subsequent hereto. The validity and enforceability of this Easement shall not be affected by a determination that the grant of this Easement does not qualify as a charitable contribution under Section 170(h)(3) of the Internal Revenue Code or otherwise. This Easement may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this Easement or any part thereof. The invalidity or unenforceability of any provision of this Easement shall not affect the validity or enforceability of any other provision of this Easement, or any ancillary or supplementary agreement relating to the subject matter hereof.

**7.11. Building Regulations.** Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any governmental ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and governmental authorities to accommodate the purposes of both this Easement and such ordinance or regulation.

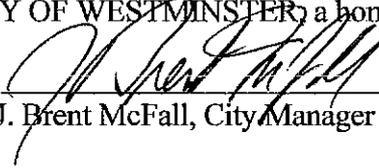
**7.12. Statute of Limitations.** Any action to enforce any provision of this Easement shall be commenced within the limitation period set forth in C.R.S. § 38-41-101(1) as of the effective date of this Easement. In the event a court of competent jurisdiction should determine that a different statute of limitations applies, the parties agree that any such alternative statute of limitations shall be tolled for a period equal to the limitation period set forth in said C.R.S. § 38-41-101(1).

**7.13. Venue.** Venue of any action brought pursuant to this Easement shall be in the City and County of Denver, Colorado.

IN WITNESS WHEREOF, Grantor has executed, sealed, and delivered this Deed of Conservation Easement by J. Brent McFall, City Manager, and Grantee has caused these presents to be accepted.

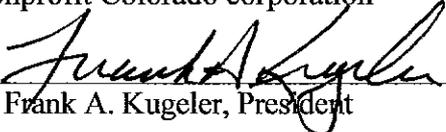
**GRANTOR:**

CITY OF WESTMINSTER, a home rule city

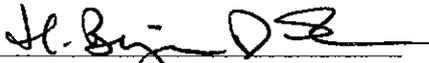
By:   
J. Brent McFall, City Manager

**GRANTEE:**

COLORADO HISTORICAL FOUNDATION,  
a nonprofit Colorado corporation

By:   
Frank A. Kugeler, President

ATTEST:

  
H. Benjamin Duke III, Secretary

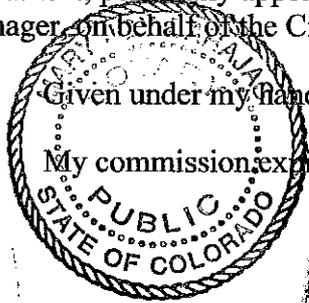
SEAL

*JBM*  
*JK*

ACKNOWLEDGMENT

STATE OF COLORADO )  
 ) ss.  
JEFFERSON COUNTY )

I, Mary Joy Barajas, a Notary Public in and for the State of Colorado, do hereby certify that J. Brent McFall, whose name is subscribed to the foregoing instrument, personally appeared before me and acknowledged that he executed the same as City Manager on behalf of the City of Westminster.



Given under my hand and seal this 21st day of December, 2010.

My commission expires: January 27, 2013

Mary Joy Barajas  
Notary Public

[SEAL] My Commission Expires 1-27-13  
City of Westminster  
City Manager's Office  
Adams County  
4800 West 92nd Avenue  
Westminster, CO 80031

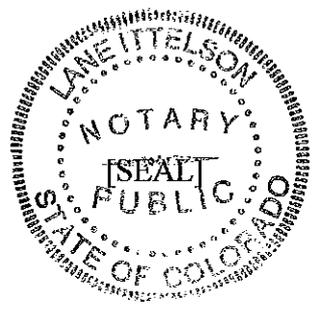
STATE OF COLORADO )  
 ) ss.  
CITY & COUNTY OF DENVER )

I, Lane Ittelson, a Notary Public in and for the State of Colorado, do hereby certify that Frank A. Kugeler and H. Benjamin Duke III, whose names are subscribed to the foregoing instrument as president and secretary, respectively, of the Colorado Historical Foundation, personally appeared before me and acknowledged that they executed the same.

Given under my hand and seal this 28<sup>th</sup> day of December, 2010.

My commission expires: 8/9/2013

Lane Ittelson  
Notary Public



*J. Brent McFall*  
*JK*

**EXHIBIT A**

**LEGAL DESCRIPTION**

PARCEL ONE

LOT 5,  
SHOENBERG FARMS COMMERCIAL,  
COUNTY OF JEFFERSON,  
STATE OF COLORADO.

PARCEL TWO

LOT 14A  
FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL,  
PER THE PLAT RECORDED MAY 5, 2009 AT RECEPTION NO. 2009040529,  
COUNTY OF JEFFERSON,  
STATE OF COLORADO.

SBM  
22

**EXHIBIT B**  
(page 1 of 11)



Shoenberg Farms: West elevations of Dairy Barn and silos, showing parking lot to the west of buildings

IBM  
JK

**EXHIBIT B**  
(page 2 of 11)



Shoenberg Farms: North and east elevation of Dairy Barn, showing wooden silo at right

TBM  
27

**EXHIBIT B**  
(page 3 of 11)



Shoenberg Farms: South and east elevations of Dairy Barn

JBM  
2/2

**EXHIBIT B**  
(page 4 of 11)



Shoenberg Farms: North elevation of silos

IBM  
JK



Shoenberg Farms: Southwest elevations of silos

JBM  
2/1

**EXHIBIT B**  
(page 6 of 11)



Shoenberg Farms: East and north elevations of Powerplant and Milk House

*JBM*  
*ak*

**EXHIBIT B**  
(page 7 of 11)



Shoenberg Farms: Dairy Barn (at rear), Milk House (in foreground) and Powerplant (at right), looking northwest

JBM

**EXHIBIT B**  
(page 8 of 11)



Shoenberg Farms: West elevation of Milk House, looking northeast

JBM  
2/2

**EXHIBIT B**  
(page 9 of 11)



Shoenberg Farms: East (fronting Sheridan) facade and south elevation of Farm House

JBM  
2/2

**EXHIBIT B**  
(page 10 of 11)



Shoenberg Farms: View looking southwest at Garage/Carriage House and Farm House (east and north elevation)

JBM  
2/

**EXHIBIT B**  
(page 11 of 11)

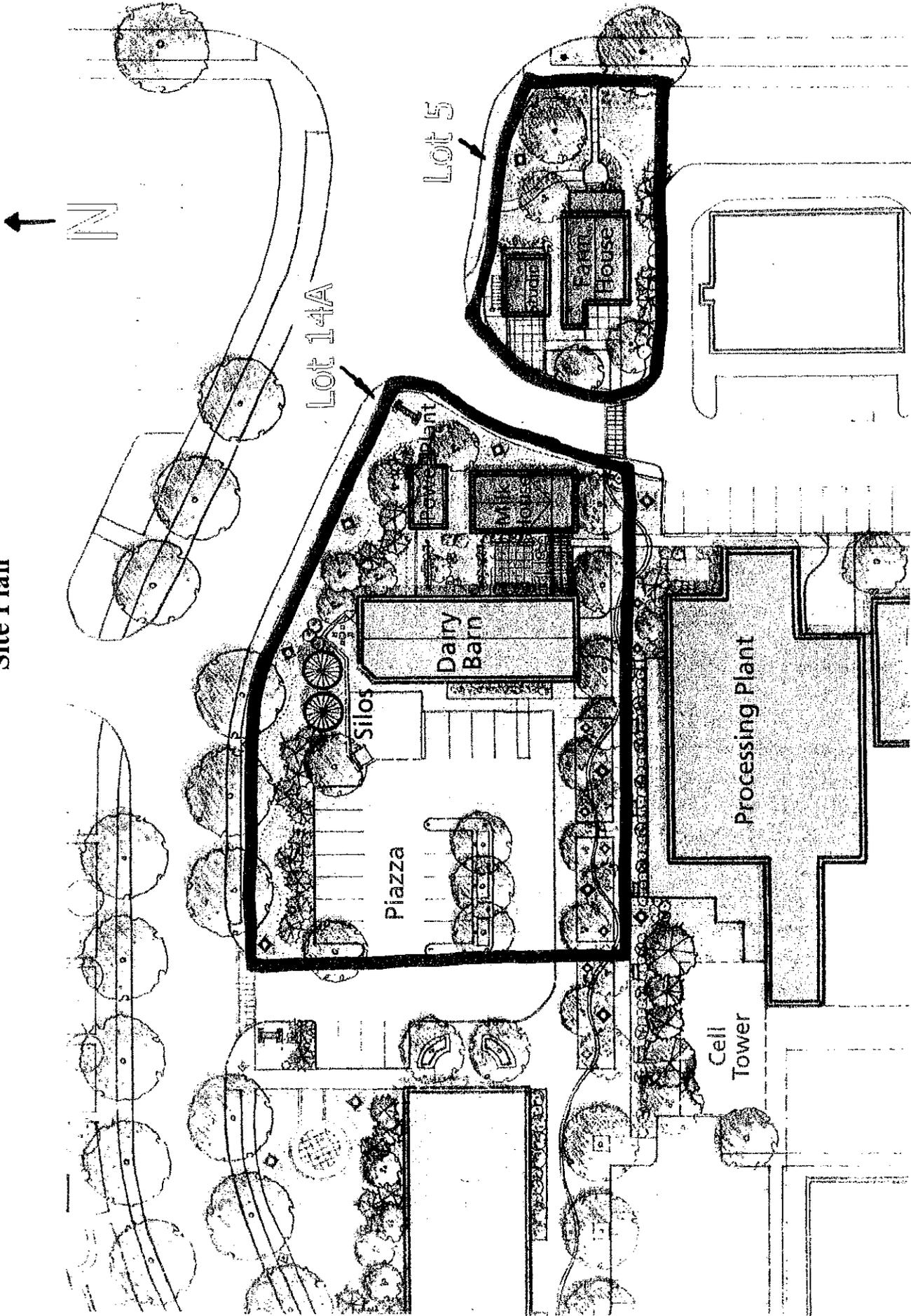


Shoenberg Farms: West elevations of Garage/Carriage House and Farm House

JBM  
2

Sheridan Blvd.

Exhibit C  
Site Plan



IBM  
JK

**EXHIBIT D**

**Existing Encumbrances**

**NONE**

JBM  
JK

**EXHIBIT E**

**EXISTING MORTGAGES/SUBORDINATION AGREEMENTS**

**Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases dated April 8, 2010, given by the City of Westminster to the Public Trustee of the County of Jefferson, Colorado, to secure a Promissory Note dated April 8, 2010, in the principal amount of \$117,000 between the City of Westminster as Borrower and the CHF Revolving Loan Fund as Payee, recorded April 8, 2010, at Reception No. 2010030184 in the official records of Jefferson County, State of Colorado.**

*JBM  
24*

**EXHIBIT E**

**SUBORDINATION AGREEMENT**

This Subordination Agreement (“Subordination Agreement”) is dated as of this \_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_ (“Effective Date”), by and among City of Westminster, a Colorado home rule municipality, (“Owner”), CHF Revolving Loan Fund, a Colorado nonprofit corporation whose address is 770 Pennsylvania Street, Denver, Colorado 80203 (“Mortgagee”) and the Colorado Historical Foundation, a Colorado nonprofit corporation, P.O. Box 40910, Denver, CO 80204 (“CHF”).

**RECITALS**

A. Owner granted to Mortgagee a Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases dated April 8, 2010, in the original principal sum of \$117,000 (One Hundred and Seventeen Thousand and NO/100) Dollars recorded on April 8, 2010, at Reception No. 2010030184 of the official records of Jefferson County, State of Colorado (“Deed of Trust”).

B. Owner will, simultaneously herewith, grant to CHF a Deed of Conservation Easement (the “Conservation Easement”) over and across the real property described on Attachment A attached hereto (the “Property”).

C. Mortgagee and CHF wish to establish their respective rights in order of recording with respect to the Property and to the indebtedness incurred by the Deed of Trust.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Subordination.**

1.1. Mortgagee hereby agrees that the right, title and interest of Mortgagee in and to the Property, pursuant to the terms of the Deed of Trust, are hereby made subordinate and junior in priority to the operation and effect of the Conservation Easement, as if the Conservation Easement were recorded first and the Deed of Trust was recorded after the Conservation Easement.

1.2. Foreclosure. Nothing contained herein shall impair or impede the rights of Mortgagee to foreclose upon its Deed of Trust and to realize the benefits of such Deed of Trust, provided, however, that a foreclosure will not join CHF as a party unless it is necessary to do so to confirm the rights granted to CHF herein. CHF agrees it will attorn to and recognize Mortgagee as Owner of the Property subject to the Conservation Easement, after such foreclosure.

2. **Miscellaneous.**

2.1. Successors and Assigns. This Subordination Agreement shall be binding upon the Mortgagee and Owner and their successors and assigns and shall inure to the benefit of CHF, its successors and assigns.

*JBW*  
*2/11*

2.2. Governing Law. This Subordination Agreement shall be deemed to be a contract made under the laws of the State of Colorado and for all purposes shall be governed by and construed in accordance with the laws of said state.

IN WITNESS WHEREOF, the Owner, the Mortgagee and CHF have executed this Subordination Agreement to be effective as of the date first written above.

**OWNER:**

City of Westminster,  
a Colorado home rule municipality

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MORTGAGEE:**

CHF Revolving Loan Fund,  
a Colorado nonprofit corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CHF:**

COLORADO HISTORICAL FOUNDATION,  
a Colorado nonprofit corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IBM  
7/2

**ACKNOWLEDGMENT**

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
201 \_\_, by \_\_\_\_\_ as \_\_\_\_\_ of City of Westminster.

Witness my hand and official seal.

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

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

[SEAL]

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
201 \_\_, by \_\_\_\_\_ as \_\_\_\_\_ of CHF Revolving

Loan Fund.

Witness my hand and official seal.

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

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

[SEAL]

*IBM*  
*26*

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_, of Colorado Historical  
Foundation.

Witness my hand and official seal.

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

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

[SEAL]

JBM

**EXHIBIT A  
(SUBORDINATION AGREEMENT)**

**LEGAL DESCRIPTION**

PARCEL ONE

LOT 5,  
SHOENBERG FARMS COMMERCIAL,  
COUNTY OF JEFFERSON,  
STATE OF COLORADO.

PARCEL TWO

LOT 14A  
FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL,  
PER THE PLAT RECORDED MAY 5, 2009 AT RECEPTION NO. 2009040529,  
COUNTY OF JEFFERSON,  
STATE OF COLORADO.

IBM  
af

## EXHIBIT F

### Permitted Alterations

Subject to the provisions of paragraph 3.2(b), Grantor may construct the permitted alterations that follow, all of which are expected to be completed by 2030. Such permitted alterations may include landscape, health and safety improvements, educational and historic interpretation displays, and public art, provided that no such interpretive displays or public art are directly painted upon or affixed to the Buildings protected by this Easement. Grantor shall use materials that are complimentary to and compatible with the Present facades.

The permitted alterations include the restoration and rehabilitation of the following Buildings:

#### Milk and Ice House

The exterior restoration and rehabilitation of the milk and ice house, including: roof replacement, historic interior and exterior door and screen door restoration and reproduction, window restoration, masonry rebuilding, repointing and cleaning, foundation repair. These alterations are contained in Construction Documents, Shoenberg Farm Milk & Ice House Exterior Restoration and Rehabilitation, SHF Project No. 2009-M2-021.

#### Power Plant

The exterior restoration and rehabilitation of the garden-level power plant, including: Roof replacement, historic door restoration and reproduction, window restoration, masonry rebuilding, repointing and cleaning, foundation repair. These alterations are outlined in Historic Structures Assessment, SHF Project No. 2007-M2-011.

#### Concrete Silo

The stabilization and preservation of the concrete silo, including interior concrete reinforcement, steel hoop repair, foundation stabilization, repair of exterior concrete deterioration, repair of metal roof and metal culvert over hatch access column, repair and reproduction of hatch covers. These alterations are contained in Construction Documents, Shoenberg Farm Concrete Silo Exterior Restoration and Rehabilitation, SHF Project No. 2009-M2-002. (To be completed in 2011.)

#### Wooden Stave Silo

The exterior restoration and preservation of the wooden stave silo, including: Roof replacement, repair and restoration of wooden stave sides and steel retaining hoops, repair and reproduction of hatch covers, foundation repair. These alterations are outlined in Historic Structures Assessment, SHF Project No. 2007-M2-011.

Farm House and Carriage House

The exterior restoration and rehabilitation of the farm house and carriage house (former garage), including: Roof replacement, historic door restoration and reproduction (where historic doors are missing) window restoration and reproduction (where historic windows are missing), masonry rebuilding, repointing and cleaning, foundation repair, restoration of an exterior door opening in the west façade, rebuilding the west dining porch and provision of accessible entrance to the west façade between the street grade and the house first-floor level. These alterations are contained in Construction Documents, Shoenberg Farm Farmhouse & Carriage House Exterior Restoration and Rehabilitation, SHF Project No. 2010-M1-018.

*Handwritten signature*  
JBM

**Certificate Of Completion**

Envelope Id: AF81981CB5E54C47A54129CF34129023

Status: Completed

Subject: Contract to Sell Shoenberg Farms

DocuSignDocumentType: Contract

CobbleStoneNumber: GLR-EDX-23-2081

DateOfContract: 9-14-2023

Source Envelope:

Document Pages: 59

Signatures: 7

Envelope Originator:

Certificate Pages: 3

Initials: 0

City of Westminster

AutoNav: Enabled

4800 West 92nd Avenue

Enveloped Stamping: Enabled

Westminster, CO 80031

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

westminsterdocusign@cityofwestminster.us

IP Address: 198.243.1.248

**Record Tracking**

Status: Original

Holder: City of Westminster

Location: DocuSign

9/14/2023 8:30:45 PM

westminsterdocusign@cityofwestminster.us

**Signer Events****Signature****Timestamp**

Matt Lawrence

matthewd.lawrence@yahoo.com

Manager

Security Level: Email, Account Authentication  
(None)

Sent: 9/14/2023 8:30:45 PM

Viewed: 9/15/2023 11:20:01 AM

Signed: 9/15/2023 11:20:23 AM

Signature Adoption: Pre-selected Style

Using IP Address: 172.59.226.64

Signed using mobile

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

John Crays

craysjohn@gmail.com

Manager

Security Level: Email, Account Authentication  
(None)

Sent: 9/15/2023 11:20:26 AM

Viewed: 9/15/2023 11:32:46 AM

Signed: 9/15/2023 11:33:09 AM

Signature Adoption: Drawn on Device

Using IP Address: 97.122.165.79

Signed using mobile

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Greg Graham

ggraham@cityofwestminster.us

Deputy City Attorney

City of Westminster

Security Level: Email, Account Authentication  
(None)

Sent: 9/15/2023 11:33:12 AM

Viewed: 9/15/2023 1:08:56 PM

Signed: 9/15/2023 1:09:03 PM

Signature Adoption: Pre-selected Style

Using IP Address: 198.243.1.248

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Lindsey Kimball

lkimball@cityofwestminster.us

Economic Development Director

City of Westminster

Security Level: Email, Account Authentication  
(None)

Sent: 9/15/2023 1:09:08 PM

Viewed: 9/16/2023 8:20:32 AM

Signed: 9/16/2023 8:20:44 AM

Signature Adoption: Pre-selected Style

Using IP Address: 198.243.1.248

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Jody Andrews jandrews@cityofwestminster.us Interim City Manager City of Westminster Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Jody Andrews</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.243.1.248</p>	<p>Sent: 9/16/2023 8:20:48 AM Viewed: 9/18/2023 11:13:10 AM Signed: 9/18/2023 11:14:57 AM</p>
<p>Mark A. Freitag mf Freitag@cityofwestminster.us City Manager City of Westminster Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Mark A. Freitag</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.243.1.248</p>	<p>Sent: 9/18/2023 11:15:00 AM Viewed: 9/18/2023 11:39:09 AM Signed: 9/18/2023 11:39:19 AM</p>
<p>Abby Fitch afitch@cityofwestminster.us Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Abby Fitch</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.243.1.248</p>	<p>Sent: 9/18/2023 11:39:21 AM Viewed: 9/18/2023 11:44:05 AM Signed: 9/18/2023 12:10:31 PM</p>

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>

Carbon Copy Events	Status	Timestamp
<p>Heather Cronenberg hcronenb@cityofwestminster.us Real Estate And Develop. Admin City of Westminster Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 9/14/2023 8:30:45 PM Viewed: 9/14/2023 8:30:45 PM Signed: 9/14/2023 8:30:45 PM</p>
<p>CAO Docusign caodoc@cityofwestminster.us Administrative Assistant Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 9/15/2023 11:33:12 AM Viewed: 9/15/2023 12:21:23 PM</p>

Carbon Copy Events	Status	Timestamp
<p>John Burke  jburke@cityofwestminster.us  Economic Vibrancy Manager  City of Westminster  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 9/15/2023 1:09:06 PM  Viewed: 9/16/2023 11:04:48 AM</p>
<p>Alyson Duran  ajduran@cityofwestminster.us  Executive Assistant  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 9/15/2023 1:09:07 PM  Viewed: 9/18/2023 9:21:22 AM</p>
<p>Mandy Stecklein  msteckle@cityofwestminster.us  Executive Assistant  City of Westminster  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 9/16/2023 8:20:46 AM  Viewed: 9/18/2023 7:26:43 AM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/14/2023 8:30:46 PM
Certified Delivered	Security Checked	9/18/2023 11:44:05 AM
Signing Complete	Security Checked	9/18/2023 12:10:31 PM
Completed	Security Checked	9/18/2023 12:10:31 PM
Payment Events	Status	Timestamps