

Kathleen Staks

moved that the following Resolution be adopted:

**BEFORE THE JEFFERSON COUNTY  
OPEN SPACE ADVISORY COMMITTEE  
OF THE COUNTY OF JEFFERSON  
STATE OF COLORADO  
Resolution #24-01**

**RE: Elk Meadow Park/Bergen Peak - Tibaldo Partnership JCOS23-12**

**WHEREAS**, the Jefferson County Open Space Advisory Committee (Advisory Committee), as duly constituted and authorized by the voters of Jefferson County, was appointed to make recommendations to the Jefferson County Board of County Commissioners regarding the use and allocation of Open Space funds and specifically to make recommendations regarding the acquisition, maintenance, preservation and disposition of open space land; and

**WHEREAS**, Jeffco Open Space staff presented Open Space Proposal Number JCOS23-12 (Proposal) to the Advisory Committee at its regularly scheduled meeting on January 11, 2024; and

**WHEREAS**, the Advisory Committee reviewed the Proposal at this meeting and made certain findings, including the following:

- A) The Proposal is within the purpose and intent of the Board of County Commissioners' Open Space Enabling Resolution dated September 26, 1972, and amended September 29, 1980.
- B) The Proposal falls within the criteria, purpose and intent set forth in the current Jeffco Open Space Conservation Greenprint.
- C) The Proposal property (Property) is approximately 167 acres located on Highway 74 in Evergreen and connects over 4,000 acres of contiguous public land between Jeffco Open Space's (JCOS) Elk Meadow Park, Denver Mountain Park's (DMP) Bergen Peak and Mount Pence properties, Colorado Parks & Wildlife's State Wildlife Area.
- D) The Property would provide opportunities for trail connections from Elk Meadow Park, through DMP property and into the Arapaho National Forest to the west. The existing two-track roads could be used for trails/public access within the Property.
- E) The Property would be co-owned with the City and County of Denver and an Intergovernmental Agreement between the parties would include a cost-sharing plan for demolition and cleanup of the structures and future development and management of the Property.
- F) The Purchase Price is \$3,000,000, which is supported by an appraisal completed in August 2023, and JCOS will contribute \$1.25 million or up to 50% depending on the outcome of a pending Great Outdoors Colorado grant application for \$500,000.
- G) The purchase agreement with the landowner includes a requirement that the rock outcropping located on the peak of the Property be identified as Pietro's Point or Peter's Point after the family's patriarch.
- H) The major terms for the Proposal have been negotiated.

*2024 meeting*

**WHEREAS**, at least six Advisory Committee members present viewed the Property by field trip, video or other electronic or visual media.

**NOW, THEREFORE BE IT RESOLVED**, that the Advisory Committee recommends that the Board of County Commissioners approve the acquisition, subject to the following terms:

1. The purchase price for the Property shall be \$3,000,000 and the JCOS contribution shall not exceed \$1,500,000.
2. Acquisition costs the County agrees to incur, including, but not limited to, purchase price and transaction fees, shall be paid from Open Space Funds or other available sources.
3. Other terms and conditions shall be included as deemed necessary by the Open Space Division and the County Attorney's Office.

Danielle DiMauro seconded the adoption of the foregoing Resolution. The roll having been called; the vote was as follows:

	Vote	Absent		Vote	Absent
Jeremy Hakes, Chair			Janet Shangraw		
Kathleen Staks			Mandy Jeffcoat		
Cindy Baroway			Chris O'Keefe		
Mike Dungan			Karin Rueff		
Amy Heidema			Danielle DiMauro		

the Resolution was adopted by unanimous vote of the attending members of the Jefferson County Open Space Advisory Committee of the County of Jefferson, State of Colorado.

DATED: January 11, 2024

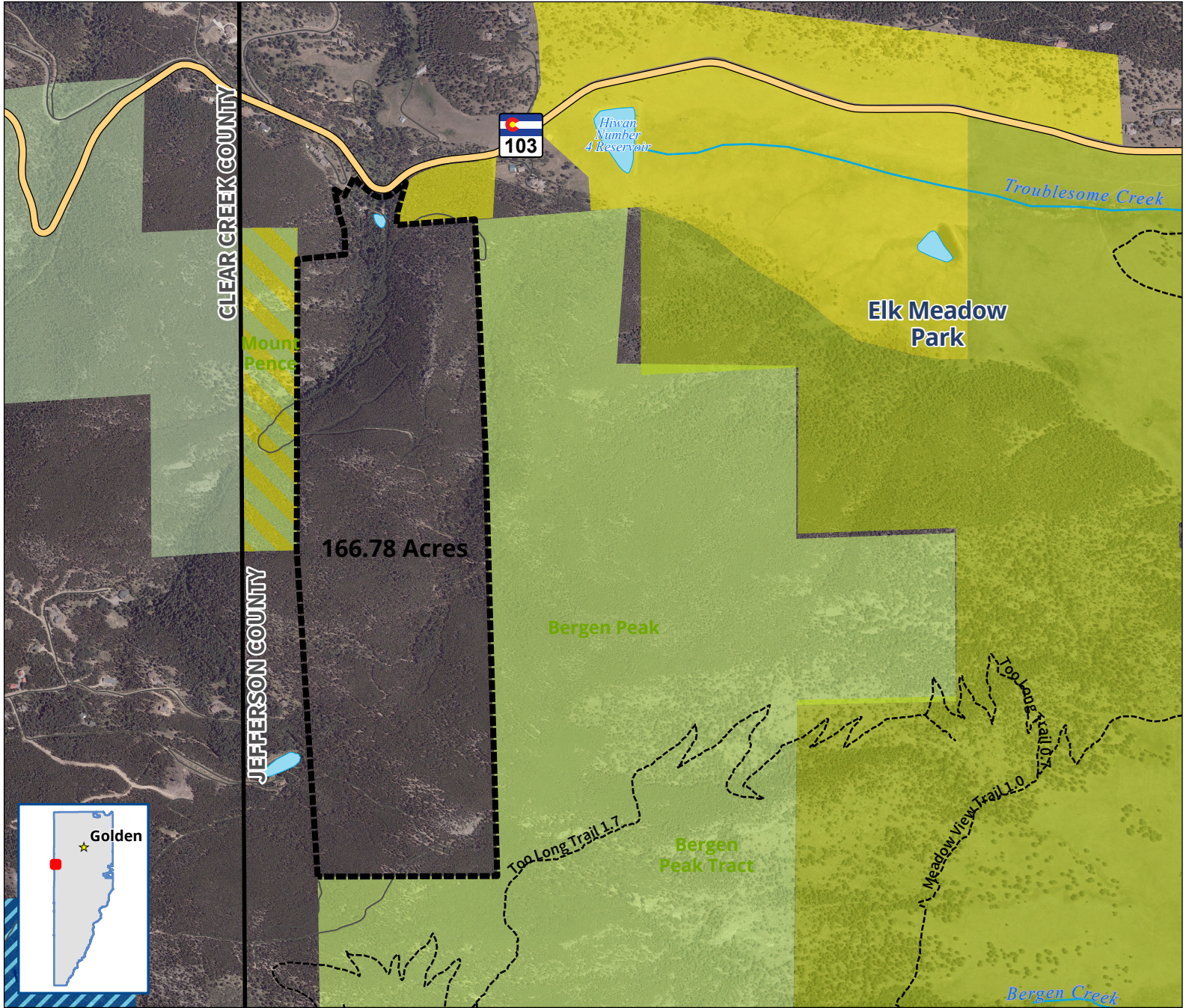
I, Mike Dungan, Secretary Pro-Tem of the Jefferson County Open Space Advisory Committee of Jefferson County, Colorado, certify that the above is a true and correct copy of a Resolution adopted at the Regular Meeting of the Jefferson County Open Space Advisory Committee held on January 11, 2024.

By: *Mike Dungan*  
Mike Dungan, Secretary Pro-Tem  
Jefferson County Open Space Advisory Committee



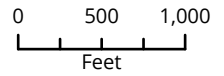
# Elk Meadow Park/Bergen Peak - JCOS23-12

Tibaldo Partnership



- Project Site
- Jeffco Open Space Trail
- Major or Park Access Road
- Local Road
- County Boundary
- Jeffco Open Space
- Jeffco Open Space Conservation Easement
- Colorado State Wildlife Area
- Denver Mountain Parks
- Denver Mountain Parks (Conservation Area)
- Other Parks or Open Space

**APPROXIMATE ACREAGE**



Scale is 1:13,793 when printed at 8.5"x11"

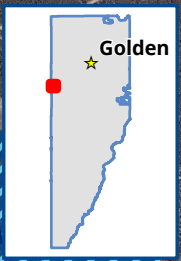
Last Revised 1/3/2024



**JEFFERSON**  
COUNTY COLORADO  
Open Space

Data Sources: USGS, Jeffco ITS, Jeffco Open Space, NHD, CDOT

[jeffco.us/open-space](http://jeffco.us/open-space)





## **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

(Tibaldo Property – Jefferson County)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “**Agreement**”) is made on the Effective Date, as defined on the first signature page, below, by and among THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation authorized to do business in the State of Colorado with an office at 1410 Grant Street, #d210, Denver, Colorado 80203 (the “**TPL**”), COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate, duly organized and existing under and by virtue of the laws of the State of Colorado, whose legal address is 100 Jefferson County Parkway, Golden, Colorado 80419 (the “**County**”), and THE CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado, whose legal address is 1437 Bannock Street, Denver, Colorado 80202 (the “**City**” and together with the County, the “**Buyer**”) (individually a “**Party**” and collectively the “**Parties**”).

### **RECITALS**

A. TPL has entered into a contract with a private landowner, (“Prior Owner”) to acquire certain parcels of real property consisting of 167 acres, more or less, located in Jefferson County, Colorado, as further described as the Property, below, (the “**Contract**”).

B. Subject to certain conditions further defined and described herein, TPL desires to convey the Property to Buyer, as described below, and Buyer desires to acquire the Property from TPL.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties desire to be bound as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein by this reference.

2. **Subject Property.** Subject to the terms of this Agreement, the City shall purchase an undivided fifty percent (50%) interest in real property interests and County shall purchase an undivided fifty percent (50%) interest in real property interests, and TPL shall sell the real property interests generally located at 34646 State Highway 103, Evergreen, Colorado, 80439, more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with TPL’s interest, if any, in: (i) all easements, rights of way and vacated roads, streets and alleys appurtenant to the property described in Exhibit A; (ii) all buildings, fixtures and improvements on the property described in Exhibit A; (iii) all of TPL’s right, title and interest, if any, in and to all utility taps, licenses, permits, contract rights, and warranties and guarantees associated with the property described in Exhibit A; (iv) any and all appurtenant mineral rights, including but not limited to, sand, gravel, coal, and oil, gas and other hydrocarbons in, under, and that may be produced from the property described in Exhibit A; and (v) all water rights, if any, owned by TPL as to the property described in Exhibit A (collectively referred to as the

“**Property**”). At such time as TPL acquires the Property, TPL shall also obtain, via conveyance by deed, bill of sale, or otherwise, from the Prior Owner, the Prior Owner’s interest in those items described in subparagraphs (i)-(v) of this Section 2.

3. **Consideration.** TPL will sell the Property to Buyer and Buyer will buy the Property from TPL for a purchase price equal to \$3,000,000.00 (Three Million and 00/100 Dollars) (the “**Purchase Price**”), with City paying only a purchase price of \$1,500,000.00 (One Million Five Hundred Thousand and 00/100 Dollars) for an undivided fifty percent (50%) interest in the Property and County paying only a purchase price of \$1,500,000.00 (One Million Five Hundred Thousand and 00/100 Dollars) for an undivided fifty percent (50%) interest in the Property, payable in cash at Closing (defined below) by City only for its respective fifty percent (50%) interest in the Property and County only for its respective fifty percent (50%) interest in the Property, which Purchase Price is equal to the fair market value of the Property as determined by an appraisal report approved by Buyer. In addition, City has contracted for and paid for the cost of the appraisal used to determine the fair market value of the Property, the Phase I Environmental Site Assessment of the Property, and the ALTA Survey of the Property. The Phase I Environmental Site Assessment of the Property, and the ALTA Survey of the Property shall be subject to review and approval by Buyer.

4. **Environmental Conditions & Physical Conditions.**

(a) **Definition:** “**Environmental Conditions**” means and includes contamination or the presence of any Regulated Substances on, under, or about the Property, or any above or underground storage tanks present on, under, or about the Property. “**Regulated Substances**” means and includes but is not limited to the following: solid wastes; polychlorinated biphenyls (PCBs); used oil or any petroleum products; natural gas; propane; radioactive source material; pesticides; chemical fertilizers; special wastes; asbestos, asbestos-containing materials and asbestos-contaminated soil; lead-based paint; any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act or as defined at section 25-15-101(6), C.R.S.; any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act; substances defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act; any amendments or replacements of the above-quoted statutes; any rules or regulations promulgated pursuant to such statutes; and any other applicable federal or state environmental statute.

(b) **Current Compliance.** TPL represents and warrants, to its actual knowledge without any duty to investigate, that: 1) it has, in the past, complied with, and currently is in compliance with the provisions of all federal, state, and local environmental, health and safety laws applicable to TPL’s activities on and uses of the Property, as well as all rules and regulations promulgated under such laws and any orders issued under such laws or such rules and regulations, and will maintain such compliance until Closing; and 2) it will maintain and comply with until the Closing Date, any federal, state, and local

permits, licenses, certificates, and approvals relating to any other environmental, health, or safety matters required for TPL's activities on or uses of the Property.

(c) Disclosure. TPL represents and warrants that: 1) it has or will obtain an environmental questionnaire completed by Prior Owners of the Property, THE ESTATE OF PETER TIBALDO, DECEASED, SUBJECT TO THE ADMINISTRATION OF SAID DECEDENT'S ESTATE WHEREIN NICOLE MACHALE WAS APPOINTED SUCCESSOR PERSONAL REPRESENTATIVE ON JULY 11, 2024 (AS TO PARCEL A) AND THE ESTATE OF ELLEN TIBALDO, DECEASED, SUBJECT TO THE ADMINISTRATION OF SAID DECEDENT'S ESTATE WHEREIN NICOLE MACHALE WAS APPOINTED SUCCESSOR PERSONAL REPRESENTATIVE ON JULY 11, 2024 (AS TO PARCELS A AND B), and will deliver a copy of the same to Buyer prior to Closing; and 2) TPL will assign to Buyer any and all warranties that TPL receives from Prior Owners of the Property regarding the Environmental Conditions of the Property. TPL further represents and warrants that to its actual knowledge without any duty to investigate, subject to the terms of this Section 4(c) herein, it has disclosed or will timely disclose to the Buyer: 1) all Environmental Conditions known to TPL; 2) TPLs' own or authorized activities on and uses of the Property; 3) all federal, state, or local permits, licenses, certificates, or approvals to operate which pertain to TPLs' operations on the Property; 4) investigations or enforcement actions related to Environmental Conditions which have been pursued by federal, state, or local regulatory authorities, along with the status or disposition of each such investigation or action; 5) any claim or complaint by a private party related to Environmental Conditions, along with the status or disposition of each such claim or complaint; 6) any documented environmental disclosures actually made, or will be made, by Prior Owners of the Property, John Peter Tibaldo and James Mathew Tibaldo, as Personal Representatives of the Estate of Peter Tibaldo, Deceased and John Peter Tibaldo and James Mathew Tibaldo, Personal Representatives of the Estate Of Ellen Tibaldo, Deceased, as part of the sale of the Property to TPL; and 7) all related documents, reports, studies, surveys, or other materials within the possession or control of TPL or any parent, subsidiary or associated entity of TPL relating to Environmental Conditions. TPL shall give to the Buyer copies of any remaining documents, reports, studies, surveys, investigation statements, enforcement actions, claims, complaints, or other materials (collectively "**Materials**") in the possession or control of TPL or any subsidiary or associated entity of TPL relating to Environmental Conditions within seven (7) days after the Effective Date. During the period from execution of this Agreement through the Closing, TPL shall promptly notify the Buyer of any Materials related to Environmental Conditions that come to the knowledge of TPL and shall deliver copies of any such Materials related to Environmental Conditions within seven (7) days of TPLs obtaining the Materials but no later than seven (7) days prior to Closing.

(d) Environmental Investigation Results. Buyer, at its sole option and expense, may conduct or cause to be conducted environmental audits and perform other environmental tests on the Property to identify any existing or potential environmental problems located in, on, or under the Property, including but not limited to, the presence of any hazardous waste, hazardous substances or toxic substances. TPL hereby grants the Buyer and any of its employees and consultants access to the Property, upon reasonable prior notice, to perform such audits and tests. If TPL timely discloses any Environmental Conditions in complying with Section 4(c), above, or if the Buyer should become aware of any Environmental Conditions pursuant to its environmental investigation of the Property or by TPL's disclosures, the Buyer shall notify TPL in writing no later than seven (7) days after disclosure or discovery (or at Closing if the Buyer learns of any new Environmental Conditions less than seven (7) days prior to Closing) whether the new Environmental Conditions are unacceptable ("**Unacceptable Environmental Conditions**"), and TPL shall have the cure rights and the Buyer shall have the remedies as provided in Section 4(f) below.

(e) Physical Conditions: Subject to anything to the contrary contained herein, and subject to the terms of the Deed, as that term is defined herein below, it is understood and agreed that the Property is being sold, AS IS, WHERE IS AND WITH ALL FAULTS relating to the physical condition of the Property ("**Physical Conditions**"), inclusive of all personal property remaining on the Property at Closing (the "**Personal Property**"). TPL's right, title and interest in the Personal Property that is not removed by Prior Owner or TPL prior to Closing shall be conveyed to Buyer at Closing. Notwithstanding the foregoing, the Prior Owner or TPL shall remove all Regulated Substances from the Property prior to Closing. Nevertheless, TPL represents and warrants that it will not intentionally take any action which would cause any further deterioration or modification of the existing Physical Conditions of the Property prior to Closing without the prior written approval of the Buyer. The Buyer shall have the right to inspect the Property, upon reasonable prior notice to TPL, prior to Closing. If the Physical Conditions of the Property is unacceptable to the Buyer or any Personal Property remains on the Property that is unacceptable to Buyer ("**Unacceptable Physical Conditions**"), the Buyer will notify TPL in writing within seven (7) days following discovery, and TPL shall have the cure rights and the Buyer shall have the remedies as provided in Section 4(f) below.

(f) TPL's Cure Rights; Buyer's Remedies: If the Buyer notifies TPL of Unacceptable Environmental Conditions and/or Unacceptable Physical Conditions which are disclosed or become known to the Buyer as provided in this Section 4, then the Closing may be rescheduled, if needed and upon mutual agreement by the Parties, but no later than November 22, 2024, so as to allow TPL sufficient time to correct the situation. Upon notification to the Buyer of the correction, the Buyer shall have the right to re-inspect the Property for evidence of acceptable remediation of the Unacceptable Environmental Conditions and/or Unacceptable Physical Conditions and to confirm that

the correction has been properly completed. If the date of Closing is not extended or cannot be extended or if TPL fails or refuses to correct the situation as provided herein, then the Buyer shall have the right, at the Buyer's sole discretion, to: 1) terminate this Agreement upon written notice to TPL; 2) waive any Unsatisfactory Environmental Conditions, subject to an agreed reduction in the Consideration stated in Section 3 above and close as provided in this Agreement; or 3) waive any Unacceptable Environmental Conditions or any Unsatisfactory Physical Conditions and close as provided in this Agreement.

5. **Title and Survey.**

(a) **Title Documents:** The Parties received a commitment for TPL's title insurance policy in that ALTA Commitment for issuance of title insurance dated August 27, 2024, with an effective date of August 21, 2024, issued by Land Title Guarantee Company (the "**Title Company**") as Order No. ABD70791733-10 on the Property (the "**Commitment**"). The Commitment shall be revised to be a hold open commitment which shall reflect that at such time as TPL holds title to the Property, the Commitment shall be revised to list TPL as the owner of the Property, listing the County and City as the Proposed Insured, (the "**Hold Open Commitment**") The Hold Open Commitment, together with all copies or abstracts of instruments or documents identified in the Hold Open Commitment, and a Certificate of Taxes Due for the Property, shall constitute the title documents for the Property ("**Title Documents**"). It is anticipated that the Hold Open Commitment, with revised encumbrances on Schedule B, Part II, will lead to the issuance of a standard title insurance policy ("**Title Policy**") issued by Title Company, and paid for by Buyer. Buyer has arranged for, at its own cost, a qualified surveyor with Woolpert to prepare a ALTA/ACSM Land Title Survey of the Property in order to qualify for the deletion of certain standard title exceptions from the Title Policy. Buyer will arrange for any update of the ALTA/ACSM Land Title Survey required by Title Company in order to qualify for the Title Policy described in this Section 5.

(b) **Title Review:** Buyer will review the Title Documents for the purpose of determining whether good and marketable fee simple title for the Property can be conveyed by TPL and shall have the Hold Open Commitment updated along with any other updates, changes or revisions to the other Title Documents up to the Closing Date, in order to evaluate any changes, including any new requirements or exceptions, that have been included in Schedule B of the Hold Open Commitment.

(c) **Commitment Obligations:** Once TPL holds title to the Property, it agrees, as a condition of Closing, to perform and/or satisfy the requirements of Schedule B, Part I of an updated Hold Open Commitment. Should TPL fail or refuse to perform or satisfy the requirements set forth on an updated Hold Open Commitment after reasonable good faith efforts, the Buyer shall have the right, prior to or at Closing, at the Buyer's sole discretion, to 1) terminate this Agreement upon written notice to TPL; or 2) accept any



additional conditions to be set forth in the Title Policy to be issued pursuant to the updated Hold Open Commitment resulting from TPL's failure to perform or satisfy the requirements and close as provided in this Agreement.

(d) Encumbrances: The Buyer agrees to take title subject to those encumbrances set forth in Schedule B, Part II of the Hold Open Commitment which are expressly identified in Exhibit C, attached to and incorporated herein by reference. Any encumbrances on the Property other than those listed in Exhibit C shall be deemed Unsatisfactory Title Conditions unacceptable by the Buyer, unless expressly waived by Buyer in writing, and must be resolved by TPL to the reasonable satisfaction of Buyer and Title Company before or at Closing.

(e) Matters Not Shown by the Public Records: TPL shall deliver to the Buyer on or before the end of seven (7) days following the Effective Date complete and accurate copies of all leases, agreements, contracts or arrangements for management, service, maintenance or operation with respect to the Property ("**Service Contracts**") and survey(s) in TPL's possession pertaining to the Property and shall disclose, in writing, to the Buyer all easements, licenses, liens or other title matters not shown by the public records of which TPL has actual knowledge. The Buyer shall have the right to inspect the Property to determine if any third party(ies) has any right in the Property not shown by the public records (such as a prescriptive easement, an unrecorded lease, or a boundary line discrepancy). Written notice of any title conditions which the Buyer determines to be unsatisfactory ("**Unsatisfactory Title Conditions**") revealed by TPL or discovered by the Buyer shall be delivered in writing by the Buyer and given to TPL no later than fourteen (14) days before Closing. The Buyer will notify TPL in writing no later than seven (7) days prior to Closing of any Unsatisfactory Title Conditions discovered or revealed after the deadline above (or, notwithstanding anything to the contrary contained herein, at Closing if the Buyer learns of any new Unacceptable Title Conditions less seven (7) days prior to Closing). TPL shall have the right, but not the obligation, to cure Unsatisfactory Title Conditions and the Buyer shall have the remedies as provided in Section 5(f) below.

(f) TPL's Cure Rights; The Buyer's Remedies: In the event any Unsatisfactory Title Conditions exist and TPL determines to undertake to cure same, TPL shall use reasonable, good faith efforts to correct said Unsatisfactory Title Conditions on or before seven (7) days prior to Closing. If TPL fails or is unable to make said correction on or before the specified date, then the Closing may be rescheduled, upon agreement by the Parties, but no later than November 22, 2024, so as to allow TPL sufficient time to correct the situation. If the Closing is not extended or cannot be extended or if TPL fails or refuses to correct the situation as required, the Buyer shall have the right, at the Buyer's sole discretion, to: 1) terminate this Agreement upon written notice to TPL; 2) waive any Unsatisfactory Title Conditions subject to an agreed reduction in the Consideration as stated in Section 3 above and close as provided in this Agreement; or 3)

waive any Unsatisfactory Title Conditions and accept any resulting conditions to be set forth in the Title Policy to be issued pursuant to the Hold Open Commitment.

6. **Intentionally Deleted.**

7. **Conveyance of Property.** At Closing, TPL will cause the Property to be transferred to Buyer by one Special Warranty Deed in substantially the form of Exhibit B attached hereto (the “**Deed**”).

8. **Closing.**

(a) The consummation of this transaction (the “**Closing**”) will occur at the offices of the County or the Title Company, on or before November 22, 2024, or such other date as the Parties mutually agree to in writing (the “**Closing Date**”).

(b) Closing costs, including (i) any escrow fee, if applicable; (ii) all documentary tax, sales tax, or real property transfer tax, if applicable; and (iii) the premium for Buyer’s Title Policy, shall be paid for by the Buyer.

(c) Each Party will pay its own attorneys’ fees and similar staffing costs.

(d) At Closing TPL shall execute, have acknowledged and deliver to the Buyer a bill of sale in substantially the form of Exhibit D attached hereto conveying to the Buyer all of TPL’s right, title and interest in and to any Personal Property located on the Property at the time of Closing.

(e) TPL shall deliver such other instruments and documents as may be reasonably necessary or required to transfer title to the Property to the Buyer, in the condition herein contemplated, including without limitation any affidavit or agreement required by the Title Company.

(f) During the period from the date of TPL’s execution of this Agreement to the Closing Date, TPL shall make a reasonable effort to ensure that there shall have been no material adverse change in the condition, including environmental condition, or results of operations of the Property, and the Property shall not have sustained any loss or damage which materially adversely affects its use.

9. **Conditions to Closing.** The following shall be each Party’s conditions to performing its obligations hereunder:

(a) The Parties’ performance of its obligations under this Agreement is subject to the review and approval by Buyer of any title exceptions reflected in any updated Hold Open Commitment, together with all matters reflected in an ALTA Survey of the Property, both of which has been contracted for and not yet received. The Parties’ performance of its obligations under this Agreement is also subject to the review and

approval of the Phase I Environmental Site Assessment, which has been received by and is approved by Buyer.

(b) TPL's performance of its obligations under this Agreement is subject to and contingent upon (i) TPL's acquisition of the Property from its current owner, and (ii) TPL obtaining approval of the transaction by TPL's Board of Directors, or a committee thereof. If TPL does not obtain such approval, then TPL will have the right to terminate this Agreement by written notice to Buyer, and thereafter, the Parties will have no further liability to one another.

(c) Prior to Closing, TPL shall have terminated any existing Service Contracts unless any such Service Contracts have been assumed in writing by Buyer. Notwithstanding the foregoing, utilities servicing the Property shall be transferred to Buyer at Closing.

(d) TPL acknowledges that on or before Closing, the City and the County must enter into a tenants in common intergovernmental agreement about the ownership and management of the Property ("IGA"). If the City and the County fail to enter into the IGA on or before Closing, the Closing cannot occur on the Closing Date and the Closing will be rescheduled, upon agreement by the Parties, but no later than November 22, 2024, so as to allow the County and the City sufficient time to enter into the IGA or, if the City and the County cannot reach an agreement on the IGA, terminate the Agreement by providing written notice to TPL.

(e) TPL acknowledges that Buyer is two separate governmental agencies and subject to separate governing bodies. Should either the City or the County fail to receive the requisite approval from its governing body to proceed to Closing and the acquisition of a shared interest in the Property, then the other shall not be obligated to proceed to Closing and Buyer shall have the right to terminate by written notice to TPL. Upon TPL's receipt of said notice, the Parties shall have no further liability to one another.

(f) From the Effective Date until the Closing Date or earlier termination of this Agreement, TPL shall make a reasonable effort to ensure that: (a) the Property is operated and maintained in the manner that it is currently being operated and maintained; (b) no new lease, lease modification, lease extension or other occupancy or use agreement affecting the Property shall be entered into without obtaining Buyer's prior written consent, which consent may be withheld or delayed in Buyer's sole and absolute discretion; and (c) no contracts or commitments affecting the Property will be entered into that will survive the Closing.

10. **Possession.** Possession of the Property shall be delivered to the Buyer at Closing.

11. **Warranties.** In addition to any warranties and representations made above in this Agreement, TPL warrants and represents that, to its actual knowledge without any obligation to



investigate, at the time of Closing, except as otherwise identified in Exhibit C and except as otherwise approved or accepted by the Buyer in writing:

- (a) TPL is the sole owner of the Property; and
- (b) there are no other parties in possession and the Buyer shall have the complete and unrestricted right of occupancy as agreed herein; and
- (c) there are no other known parties of interest, including but not limited to leasehold interests, tenancies, rental agreements, and financial interests (such as mortgages or deeds of trust) in the Property; and
- (d) there are no Physical Conditions existing with respect to the Property or its operation, whether or not said Conditions were approved or accepted by the Buyer, which, to TPL's actual knowledge without any duty to investigate, violates any law, rule, regulation, or ruling of Jefferson County, the State of Colorado, the United States of America, or any agency or court of these governmental entities; and
- (e) TPL has no actual knowledge, without any duty to investigate, of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property; and
- (f) there is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to TPL against or otherwise affecting the Property, nor does TPL know of any grounds for any such litigation, proceeding or investigations; and
- (g) TPL has received no written or official notice of any condemnation proceedings against the whole or any part of the Property; and
- (h) all Materials delivered or to be delivered by TPL to the Buyer under this Agreement or made available to the Buyer for inspection under this Agreement are complete and, if copies, are accurate copies of the original; and
- (i) TPL has notified the Buyer of all easements, rights-of-way, claims of possession, or encumbrances not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property, actually known to TPL; and
- (j) all improvements, real or personal, on the Property located in or on the Property belong solely to TPL, with no third-party entitled to compensation or a financial return for the same, and any work previously performed on the Property have been completely paid for so that no third-party is entitled to compensation or a financial return for the same; and

(k) there are no special assessments which now burden or encumber the Property and that the Property is free and clear of all liens for special improvements installed as of the Closing Date, whether assessed or not; and

(l) TPL has fully disclosed any information whatsoever that it may have with regard to any and all Environmental Conditions existing in, on, under, or about the Property and have fully and accurately responded to the requests by the Buyer as to the Environmental Conditions of the Property.

12. **Signage.** The Buyer acknowledges and agrees to the following additional terms regarding signage, which terms shall expressly survive Closing:

(a) After Buyer's acquisition of the Property, any project signage erected on the Property shall state that: "The acquisition of this site was completed with the help of The Trust for Public Land, a non-profit land conservation organization."

(b) TPL represents that TPL has agreed with the Prior Owner to ensure that the outcropping at the highest point of elevation on the Property is named after the Prior Owner's father, Pietro Tibaldo. TPL represents that it has received approval from the Prior Owner to name the highest point of elevation on the Property "Pietro Point" and that the Prior Owner has agreed that the naming shall be effectuated by the installation of a wooden sign of a reasonable size on or near an appropriate rock at the summit of the Property. The sign will be at TPL's cost and the County shall install the said sign within a reasonable time following the Closing Date.

13. **Intentionally Deleted.**

14. **Payment of Encumbrances.** TPL is responsible for paying all encumbrances at or before Closing from the proceeds of this transaction or from any other source.

15. **Documents and Services.** The Buyer and TPL shall sign and complete all customary or required documents at or before Closing, including the Deed. Any documents executed before Closing shall be held in escrow until all conditions of Closing are satisfied. The City's Director of Real Estate or her designee and the County's Chair to the Board of County Commissioners, or his/her designee shall sign all such closing documents, including, if necessary, an escrow agreement, on behalf of the County and the City.

16. **Prorations.** TPL shall pay any and all taxes and special assessments accrued and owed on the Property prorated through the Closing Date. Based on the most recent levy and the most recent assessment, at or before Closing, TPL shall pay all utility, water and sewer charges, and other items related to the Property prorated through the Closing Date.

17. **Buyer Cost Obligations.** With the exception of the costs of the appraisal and Phase I Environmental Site Assessment of the Property, which shall be paid solely by the City, the County and the City agree that all cost obligations of the Buyer in this Agreement shall be

split evenly between the two Parties, with the County responsible for paying 50% of the Buyer's Cost Obligations and the City responsible for paying 50% of the Buyer's Cost Obligations.

18. **Time is of the Essence/Remedies.** Time is of the essence in this Agreement. All the agreements and representations set forth in this Agreement shall be binding upon and for the benefit of each Party's successors and assigns. If any payment due in accordance with this Agreement is not paid, honored or tendered when due, or if any other obligation under this Agreement is not performed or waived as provided in this Agreement, then there shall be the following remedies:

(a) **If Buyer is in Default.** TPL may treat this Agreement as canceled and the Parties shall thereafter be released from all obligations hereunder. TPL expressly waives the remedies of specific performance and damages.

(b) **If TPL Is In Default.** Notwithstanding anything to the contrary contained herein, Buyer may treat this Agreement as canceled and the Parties shall thereafter be released from all obligations hereunder except that, notwithstanding anything to contrary herein, TPL will pay any costs incurred under this Agreement. Buyer expressly waives the remedies of specific performance.

(c) **Costs and Expenses.** Notwithstanding anything to the contrary herein, in the event of any litigation arising out of this Agreement, the court shall award to the prevailing party all reasonable costs and expense, including attorney fees.

19. **Rights of Buyer Held Severally and Jointly.** The rights of the Buyer under this Agreement, except any rights pertaining to the Buyer being able to waive (the "**Buyer Rights**"), are held jointly and severally by the County and the City. The County and the City can choose to exercise the Buyer Rights stated in the Agreement individually or together.

20. **Termination.** If this Agreement is terminated, then all things of value received by a Party under this Agreement shall be returned to the providing Party, and the Parties shall be relieved of all obligations under this Agreement.

21. **Cooperation of the Parties.** In the event that any third party brings an action against a Party to this Agreement regarding the validity or operation of this Agreement, the other Parties will reasonably cooperate in any such litigation. Any Party named in an action shall bear its own legal costs.

22. **No Broker's Fees.** The Buyer and TPL represent to each other that they have had no negotiations through or brokerage services performed by any broker or intermediary that would require the Buyer to pay any commission or fees. Any arrangements that TPL has with a broker or other intermediary regarding the sale of the Property shall be solely at the cost of TPL.

23. **Risk Of Loss.** The risk of loss or damage by fire or other casualty prior to Closing, except for those damages or casualties caused by the Buyer or the Buyer's agents,



contractors or employees, shall be borne and assumed by TPL. If, prior to Closing, any portion of or the entire Property is destroyed or made unsuitable for the Buyer's intended use, as solely determined by the Buyer, through no fault of the Buyer or the Buyer's agents, contractors, or employees, the Buyer may elect to terminate this Agreement by written notice delivered to TPL.

24. **Severability.** In the event that any provision of this Agreement would be held to be invalid, prohibited, or unenforceable in any applicable jurisdiction for any reason unless narrowed by construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable in any jurisdiction for any reason. Such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition, or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

25. **When Rights and Remedies Not Waived.** In no event shall any performance under this Agreement constitute or be construed to be a waiver by any Party of any breach of covenant or condition or of any default that may then exist. The rendering of any such performance when any breach of default exists in no way impairs or prejudices any right of remedy available with respect to the breach of default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement may be deemed or taken to be a waiver or any other default or breach.

26. **No Discrimination in Employment.** In connection with the performance duties under the Agreement, TPL agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability; and further agrees to insert the foregoing provision in all subcontracts relating to the Agreement.

27. **Subject to Local Laws; Venue.** This Agreement is subject to and is to be construed in accordance with the laws of the City and County of Denver, the State of Colorado, without regard to the principles of conflicts of law, including, but not limited to, all matters of formation, interpretation, construction, validity, performance, and enforcement. Venue for any action arising out of this Agreement will be exclusively in the District Court of the State of Colorado, First Judicial District (Jefferson County District Court).

28. **Notices.** All notices provided for in this Agreement must be in writing and be personally delivered, sent via facsimile, electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, if to TPL at the addresses or facsimile numbers listed below and if to the Buyer at the City and the County addresses or facsimile numbers given below. Notices delivered personally or sent electronically or by facsimile are effective when sent. Notices sent by certified or registered mail are effective upon receipt. The Parties may designate substitute addresses where or persons to whom notices are to

be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to City:

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

and

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

With copies of termination and similar notices to:

Mayor  
City and County of Denver  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

and

Denver City Attorney's Office  
201 West Colfax Avenue, Department 1207  
Denver, Colorado 80202

If to County:

Director of Parks and Conservation  
Jefferson County Open Space Division  
700 Jefferson County Parkway, #100  
Golden, Colorado 80401  
Phone: 303-271-5925  
Email: [jeffcoparks@jeffco.us](mailto:jeffcoparks@jeffco.us)

with a copy to:

Jefferson County Attorney  
100 Jefferson County Parkway Suite 5500  
Golden, Colorado 80419  
Email: CAOContracts@jeffco.us

If to TPL:

Hannah Redmon  
Senior Land Protection Project Associate  
Trust for Public Land  
1410 Grant St #D-210  
Denver, Colorado 80203  
e-mail: hannah.redmon@tpl.org

and

Mimi Helvie  
Legal Counsel  
Trust for Public Land  
1007 E Main Street Suite 300  
Bozeman, MT 59715  
e-mail: mimi.helvie@tpl.org

29. **Right to Alter Time for Performance.** The Parties may alter any time for performance set forth in this Agreement by a letter signed by the Director of the Division of Real Estate for the City and authorized representatives of the County and TPL.

30. **Agreement as Complete Integration; Amendments.** This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment to this Agreement will have any force or effect whatsoever, unless embodied in writing in this Agreement. Except as expressly provided for in this Agreement, no subsequent novation, modification, renewal, addition, deletion, or other amendment to this Agreement shall have any force or effect unless embodied in a written amendatory or other agreement executed by the Parties.

31. **Third-Party Beneficiary.** It is the intent of the Parties that no third-party beneficiary interest is created in this Agreement except for any assignment pursuant to this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives that would form the basis for interpretation construing a different intent, and in



any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

32. **Appropriation by Buyer**

(a) **City Council.** All obligations of the City under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

(b) **County.** TPL acknowledges and is hereby given notice that the financial obligations of the County under this Agreement payable after the current fiscal year are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available to the County. If funds for this Agreement are not budgeted and appropriated by the County in any year subsequent to the fiscal year of execution of this Agreement, the County or TPL may terminate this Agreement by giving the other party notice of such non-appropriation. For purposes of this Agreement, the fiscal year of the County commences January 1 and ends December 31.

33. **Reasonableness of Consent or Approval.** Whenever under this Agreement “reasonableness” is the standard for the granting or denial of the consent or approval of any Party, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

34. **No Personal Liability.** No elected official, director, officer, agent or employee of the Buyer nor any director, officer, employee or personal representative of TPL shall be charged personally or held contractually liable by or to any other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement. No partner or member of TPL shall be charged personally or held contractually liable by or to the Buyer under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

35. **Conflict of Interest by City or County Officer.** TPL represents that to the best of TPL’s information and belief no officer or employee of the City or County is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

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

37. **Construction.** This Agreement may not be interpreted in favor of or against either TPL or the Buyer merely because of their respective efforts in preparing it. The rule of strict

construction against the drafter does not apply to this Agreement. This instrument is subject to the following rules of construction:

- (a) Specific gender references are to be read as the applicable masculine, feminine, or gender neutral pronoun.
- (b) The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”
- (c) The words “party” and “parties” refer only to a named party to this Agreement.
- (d) Unless otherwise specified, any reference to a law, statute, regulation, charter or code provision, or ordinance means that statute, regulation, charter or code provision, or ordinance as amended or supplemented from time to time and any corresponding provisions of successor statutes, regulations, charter or code provisions, or ordinances.
- (e) Headings and captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provisions hereof.

38. **Assignment.** The Buyer is not obligated or liable under this Agreement to any party other than TPL. TPL understands and agrees that it may not assign any of its rights, benefits, obligations, or duties under this Agreement without the Buyer’s prior written approval.

39. **City Execution of Agreement.** This Agreement is subject to, and will not become effective or binding on the City until full execution by all signatories of the City.

40. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original and together constitute the same document. This Agreement may be executed by facsimile or electronically scanned signatures which shall be deemed an original.

41. **Electronic Signatures and Electronic Records.** Each Party consents to the use of electronic signatures by the other Parties. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by the Buyer. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

42. **No Reliance.** The Parties expressly assume any and all risks that the facts and law that may be or become different from the facts and law as known to, or believed to be, by the Parties as of the date of this Agreement. In executing this Agreement, no Party has relied upon

any information supplied by the other or by their attorneys, or upon any obligation or alleged obligation of the other Parties to disclose information relevant to this Agreement other than the information specifically required to be disclosed by this Agreement.



IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date of the last signature below (the “**Effective Date**”).

COUNTY OF JEFFERSON,  
**STATE OF COLORADO**

By: \_\_\_\_\_  
Leslie Dahlkemper, Chair,  
Board of County Commissioners

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Anthony C. Chambers  
Assistant County Attorney

[City's computer-generated signature page will go here]

THE TRUST FOR PUBLIC LAND,  
a California non-profit public benefit organization

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

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**TIBALDO PROPERTY – LEGAL DESCRIPTION**

**PARCEL A:**

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOCATED ABOUT 2060.00 FEET WEST FROM THE EAST LINE OF SAID SECTION, RUNNING THENCE WEST 300.00 FEET; THENCE NORTH TO THE SOUTH LINE OF THE MT. EVANS ROAD; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID ROAD TO A POINT DIRECTLY NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING, BEING A STRIP OF LAND 150.00 FEET, MORE OR LESS ON EACH SIDE OF THE CENTER OF SNYDER GULCH ON THE NORTH LINE OF THE TRACT HEREBY CONVEYED,

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, TOWNSHIP 4 SOUTH, RANGE 72 WEST DESCRIBED IN DEED RECORDED NOVEMBER 1, 1982 UNDER RECEPTION NO. 82076041 AND DEED RECORDED JUNE 2, 1983 UNDER RECEPTION NO. 83049634,

COUNTY OF JEFFERSON, STATE OF COLORADO.

**PARCEL B:**

A PARCEL OF LAND LOCATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 72 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, JEFFERSON COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 80087287, JEFFERSON COUNTY CLERK & RECORDER'S OFFICE, BEING A FOUND 1-1/2" STEEL PIN WITH PUNCH MARK ON TOP;

THENCE N86°14'23"E ALONG A LINE WHICH REPRESENTS THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN RECEPTION NO. 80087287 AS FOUND MONUMENTED UPON THE GROUND, A DISTANCE OF 318.41 FEET TO THE POINT OF BEGINNING;

THENCE N15°40'23"W, A DISTANCE OF 153.82 FEET TO A POINT;

THENCE N07°48'40"W, A DISTANCE OF 184.12 FEET TO A POINT;  
THENCE S55°59'50"E, A DISTANCE OF 92.93 FEET TO A POINT;  
THENCE N29°32'42"E, A DISTANCE OF 169.44 FEET TO A POINT ON THE SOUTHERLY  
RIGHT-OF-WAY LINE OF SQUAW PASS ROAD;  
THENCE S34°11'29"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SQUAW  
PASS ROAD, A DISTANCE OF 58.78 FEET TO THE NORTHEASTERLY CORNER OF A  
PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 80087287;  
THENCE S03°45'37"E ALONG THE EASTERLY LINE OF A PARCEL OF LAND  
DESCRIBED IN SAID RECEPTION NO. 80087287, A DISTANCE OF 368.18 FEET TO A  
FOUND #5 REBAR WITH L.S. CAP #7887;  
THENCE S86°14'23"W ALONG THE SOUTHERLY LINE OF A PARCEL OF LAND  
DESCRIBED IN SAID RECEPTION NO. 80087287, A DISTANCE OF 151.52 FEET TO THE  
POINT OF BEGINNING.

PARCEL C:

A ROAD EASEMENT AS CREATED BY DEEDS RECORDED NOVEMBER 1, 1982  
UNDER RECEPTION NOS. 82076042 AND 82076043, LOCATED IN SECTION 24,  
TOWNSHIP 4 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND AS  
DESCRIBED IN RECEPTION NO. 80087287, JEFFERSON COUNTY CLERK AND  
RECORDERS OFFICE, BEING A FOUND 1-1/2 INCH STEEL PIN WITH PUNCH MARK  
ON TOP;  
THENCE N86°14'23"E ALONG A LINE WHICH REPRESENTS THE SOUTHERLY LINE  
OF SAID PARCEL DESCRIBED IN RECEPTION NO. 80087287, AS FOUND  
MONUMENTED UPON THE GROUND, A DISTANCE OF 257.31 FEET TO THE POINT OF  
BEGINNING;  
THENCE N15°40'23"W A DISTANCE OF 146.70 FEET TO A POINT;  
THENCE N07°48'40"W A DISTANCE OF 207.03 FEET TO A POINT;  
THENCE N13°18'48"E A DISTANCE OF 46.84 FEET TO A POINT;  
THENCE N64°49'32"E A DISTANCE OF 29.11 FEET TO A POINT;  
THENCE S55°59'50"E A DISTANCE OF 140.91 FEET TO A POINT;  
THENCE S29°32'42"W A DISTANCE OF 50.15 FEET TO A POINT;  
THENCE N55°59'50"W A DISTANCE OF 92.93 FEET TO A POINT;  
THENCE S07°48'40"E A DISTANCE OF 184.12 FEET TO A POINT;  
THENCE S15°40'23"E A DISTANCE OF 153.82 FEET TO A POINT;  
THENCE S00°00'00"E A DISTANCE OF 192.05 FEET TO A POINT;  
THENCE S86°14'23"W A DISTANCE OF 50.11 FEET TO A POINT;  
THENCE N00°00'00"W A DISTANCE OF 188.45 FEET TO A POINT;  
THENCE N15°40'23"W A DISTANCE OF 3.67 FEET TO THE POINT OF BEGINNING.

AND ALSO INCLUDING ANY AND ALL WATER RIGHTS APPURTENANT TO OR USED IN CONNECTION WITH THE PROPERTY AND ANY AND ALL MINERAL RIGHTS, INCLUDING BUT NOT LIMITED TO, SAND, GRAVEL, COAL, AND OIL, GAS AND OTHER HYDROCARBONS IN, UNDER, AND THAT MAY BE PRODUCED FROM THE LANDS DESCRIBED HEREIN.



**EXHIBIT B**  
**FORM OF SPECIAL WARRANTY DEED**

After recording return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2024, is between **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation authorized to do business in the State of Colorado with an office at 1410 Grant Street, #d210, Denver, Colorado 80203 ("Grantor") and the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate, duly organized and existing under and by virtue of the laws of the State of Colorado, whose legal address is 100 Jefferson County Parkway, Golden, Colorado 80419 ("**County**"), and **THE CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado, whose legal address is 1437 Bannock Street, Denver, Colorado 80202 ("**City**" and **County** are collectively "**Grantees**");

**WITNESSETH**, that the Grantor, for and in consideration of the sum of **THREE MILLION AND 00/100 Dollars (\$3,000,000.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the City, its successors and assigns forever, an undivided fifty percent (50%) interest and the County, its successors and assigns forever, an undivided fifty percent (50%) interest, as tenants in common, in the real property in the County of Jefferson, State of Colorado, described in **Exhibit 1** attached hereto and incorporated by reference (the "**Property**");

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

**AND TOGETHER** with any buildings, fixtures and improvements thereon; all rights, title and interest of the Grantor in and to any alleys, strips or gores or vacated streets or alleys adjoining

the Property, all easements, rights of ways, and appurtenances thereto; any permits, licenses or water or sewer taps relating to the Property; any and all mineral rights, including but not limited to, sand, gravel, coal, and oil, gas and other hydrocarbons in, under, and that may be produced from the Property; and any and all water and water rights, ditches and ditch rights, stock in ditch and/or reservoir companies, reservoirs and reservoir rights, and wells and well rights, including tributary, nontributary and not nontributary rights, whether adjudicated or not, on, under or appurtenant to or used on the Property, which the Grantor may own;

**TO HAVE AND TO HOLD** the Property, with the appurtenances, unto the Grantees, its successors and assigns forever. Grantor, for itself, and its successors and assigns, do covenant, grant, bargain and agree to and with the Grantees, its successors and assigns, that at the time of the ensembling and delivery of these presents, Grantor is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of any kind and nature whatsoever, except for the lien for general taxes for the calendar year in which the conveyance is made, which shall be adjusted and prorated to the date of the Closing, and the item(s) in **Exhibit 2** attached hereto and incorporated by reference;

The Grantor shall and will **WARRANT AND FOREVER DEFEND** the Property and its appurtenances in the quiet and peaceable possession of the Grantees, its successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through or under Grantor and no others.

IN WITNESS WHEREOF, the Grantor has executed this deed.

**The Trust for Public Land,**  
a California non-profit public benefit organization

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of **The Trust for Public Land**, a nonprofit public benefit organization, the organization that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said organization, for

the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above mentioned.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

THE WITHIN DEED IS ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

COUNTY OF JEFFERSON  
STATE OF COLORADO

By \_\_\_\_\_  
Lesley Dahlkemper, Chairman  
Board of County Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony C. Chambers  
Assistant County Attorney

City and County of Denver not required by law, rule and regulation, policy or executive order to sign acknowledging acceptance of the deed.

EXHIBIT 1  
TO SPECIAL WARRANTY DEED

**LEGAL DESCRIPTION**

PARCEL A:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOCATED ABOUT 2060.00 FEET WEST FROM THE EAST LINE OF SAID SECTION, RUNNING THENCE WEST 300.00 FEET; THENCE NORTH TO THE SOUTH LINE OF THE MT. EVANS ROAD; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID ROAD TO A POINT DIRECTLY NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING, BEING A STRIP OF LAND 150.00 FEET, MORE OR LESS ON EACH SIDE OF THE CENTER OF SNYDER GULCH ON THE NORTH LINE OF THE TRACT HEREBY CONVEYED,

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, TOWNSHIP 4 SOUTH, RANGE 72 WEST DESCRIBED IN DEED RECORDED NOVEMBER 1, 1982 UNDER RECEPTION NO. 82076041 AND DEED RECORDED JUNE 2, 1983 UNDER RECEPTION NO. 83049634,

COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL B:

A PARCEL OF LAND LOCATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 72 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, JEFFERSON COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 80087287, JEFFERSON COUNTY CLERK & RECORDER'S OFFICE, BEING A FOUND 1-1/2" STEEL PIN WITH PUNCH MARK ON TOP;  
THENCE N86°14'23"E ALONG A LINE WHICH REPRESENTS THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN RECEPTION NO. 80087287 AS FOUND MONUMENTED UPON THE GROUND, A DISTANCE OF 318.41 FEET TO THE POINT OF BEGINNING;  
THENCE N15°40'23"W, A DISTANCE OF 153.82 FEET TO A POINT;



THENCE N07°48'40"W, A DISTANCE OF 184.12 FEET TO A POINT;  
THENCE S55°59'50"E, A DISTANCE OF 92.93 FEET TO A POINT;  
THENCE N29°32'42"E, A DISTANCE OF 169.44 FEET TO A POINT ON THE SOUTHERLY  
RIGHT-OF-WAY LINE OF SQUAW PASS ROAD;  
THENCE S34°11'29"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SQUAW  
PASS ROAD, A DISTANCE OF 58.78 FEET TO THE NORTHEASTERLY CORNER OF A  
PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 80087287;  
THENCE S03°45'37"E ALONG THE EASTERLY LINE OF A PARCEL OF LAND  
DESCRIBED IN SAID RECEPTION NO. 80087287, A DISTANCE OF 368.18 FEET TO A  
FOUND #5 REBAR WITH L.S. CAP #7887;  
THENCE S86°14'23"W ALONG THE SOUTHERLY LINE OF A PARCEL OF LAND  
DESCRIBED IN SAID RECEPTION NO. 80087287, A DISTANCE OF 151.52 FEET TO THE  
POINT OF BEGINNING.

PARCEL C:

A ROAD EASEMENT AS CREATED BY DEEDS RECORDED NOVEMBER 1, 1982  
UNDER RECEPTION NOS. 82076042 AND 82076043, LOCATED IN SECTION 24,  
TOWNSHIP 4 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND AS  
DESCRIBED IN RECEPTION NO. 80087287, JEFFERSON COUNTY CLERK AND  
RECORDERS OFFICE, BEING A FOUND 1-1/2 INCH STEEL PIN WITH PUNCH MARK  
ON TOP;  
THENCE N86°14'23"E ALONG A LINE WHICH REPRESENTS THE SOUTHERLY LINE  
OF SAID PARCEL DESCRIBED IN RECEPTION NO. 80087287, AS FOUND  
MONUMENTED UPON THE GROUND, A DISTANCE OF 257.31 FEET TO THE POINT OF  
BEGINNING;  
THENCE N15°40'23"W A DISTANCE OF 146.70 FEET TO A POINT;  
THENCE N07°48'40"W A DISTANCE OF 207.03 FEET TO A POINT;  
THENCE N13°18'48"E A DISTANCE OF 46.84 FEET TO A POINT;  
THENCE N64°49'32"E A DISTANCE OF 29.11 FEET TO A POINT;  
THENCE S55°59'50"E A DISTANCE OF 140.91 FEET TO A POINT;  
THENCE S29°32'42"W A DISTANCE OF 50.15 FEET TO A POINT;  
THENCE N55°59'50"W A DISTANCE OF 92.93 FEET TO A POINT;  
THENCE S07°48'40"E A DISTANCE OF 184.12 FEET TO A POINT;  
THENCE S15°40'23"E A DISTANCE OF 153.82 FEET TO A POINT;  
THENCE S00°00'00"E A DISTANCE OF 192.05 FEET TO A POINT;  
THENCE S86°14'23"W A DISTANCE OF 50.11 FEET TO A POINT;  
THENCE N00°00'00"W A DISTANCE OF 188.45 FEET TO A POINT;  
THENCE N15°40'23"W A DISTANCE OF 3.67 FEET TO THE POINT OF BEGINNING.

AND ALSO INCLUDING ANY AND ALL WATER RIGHTS APPURTENANT TO OR USED  
IN CONNECTION WITH THE PROPERTY AND ANY AND ALL MINERAL RIGHTS,

INCLUDING BUT NOT LIMITED TO, SAND, GRAVEL, COAL, AND OIL, GAS AND OTHER HYDROCARBONS IN, UNDER, AND THAT MAY BE PRODUCED FROM THE LANDS DESCRIBED HEREIN.

EXHIBIT 2  
TO SPECIAL WARRANTY DEED

**EXCEPTIONS TO TITLE**

## **EXHIBIT C**

### **PERMITTED ENCUMBRANCES IN COMMITMENT**

9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED APRIL 25, 1916 IN BOOK 197 AT PAGE 102.
10. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 13, 1926 IN BOOK 267 AT PAGE 135.
11. RESERVATIONS CONTAINED IN DEED RECORDED APRIL 13, 1942 IN BOOK 454 AT PAGE 565.
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER FOR ORGANIZATION OF THE EVERGREEN METROPOLITAN RECREATION AND PARK DISTRICT RECORDED JANUARY 20, 1969 IN BOOK 2075 AT PAGE 798.

**EXHIBIT D**  
**FORM OF BILL OF SALE**

**BILL OF SALE**

FOR \$10.00 RECEIVED as of \_\_\_\_\_, 2024 and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation authorized to do business in the State of Colorado ("Assignor"), does hereby assign, transfer, convey and deliver to CITY AND COUNTY OF DENVER, a Colorado municipal corporation of the State of Colorado and home rule city, its successors and assigns, and the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate, duly organized and existing under and by virtue of the laws of the State of Colorado, its successors and assigns, ("Assignees"), an undivided fifty percent (50%) interest to each of the Assignees in the right, title and interest in and to the personal property situated on and/or used in connection with the operation of that certain real property more particularly described on Schedule A ("Property") attached hereto and incorporated herein by reference, including, but not limited to \_\_\_\_\_, and all other items currently located on the Property (collectively, the "Personal Property"), to the extent of Assignor's right, title and interest, therein or thereto, and, to the extent assignable, all of Assignor's right, title and interest, in and to all intangible property rights, guaranties, warranties (including, but not limited to, equipment warranties), licenses and permits associated with such real property, including, without limitation, all zoning approvals, ordinances and/or resolutions, subdivision bonds, building permits, site plans, governmental consents, authorizations, variances, waivers, licenses, signage rights, development rights and approvals, vested rights, permits and approvals, environmental permits, environmental indemnities, subdivision covenants, pertaining to such real property, and all other contract rights whatsoever in any way affecting or pertaining to the use, development or operation of, or construction on, such real property (all of the same being referred to herein as the "Intangible Rights"). All such Personal Property and Intangible Rights are being assigned and conveyed to Assignees in their "AS-IS", "WHERE IS" conditions and without any representation or warranty by Assignor of any kind, written or oral, express or implies, all such representations and warranties being hereby expressly disclaimed, waived, and released.

IN WITNESS WHEREOF, Assignor has executed this Bill of Sale.

THE TRUST FOR PUBLIC LAND,

a California nonprofit public benefit corporation  
authorized to do business in the State of Colorado

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

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

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



## SCHEDULE A

### PARCEL A:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOCATED ABOUT 2060.00 FEET WEST FROM THE EAST LINE OF SAID SECTION, RUNNING THENCE WEST 300.00 FEET; THENCE NORTH TO THE SOUTH LINE OF THE MT. EVANS ROAD; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID ROAD TO A POINT DIRECTLY NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING, BEING A STRIP OF LAND 150.00 FEET, MORE OR LESS ON EACH SIDE OF THE CENTER OF SNYDER GULCH ON THE NORTH LINE OF THE TRACT HEREBY CONVEYED,

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, TOWNSHIP 4 SOUTH, RANGE 72 WEST DESCRIBED IN DEED RECORDED NOVEMBER 1, 1982 UNDER RECEPTION NO. 82076041 AND DEED RECORDED JUNE 2, 1983 UNDER RECEPTION NO. 83049634,

COUNTY OF JEFFERSON, STATE OF COLORADO.

### PARCEL B:

A PARCEL OF LAND LOCATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 72 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, JEFFERSON COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 80087287, JEFFERSON COUNTY CLERK & RECORDER'S OFFICE, BEING A FOUND 1-1/2" STEEL PIN WITH PUNCH MARK ON TOP;

THENCE N86°14'23"E ALONG A LINE WHICH REPRESENTS THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN RECEPTION NO. 80087287 AS FOUND MONUMENTED UPON THE GROUND, A DISTANCE OF 318.41 FEET TO THE POINT OF BEGINNING;

THENCE N15°40'23"W, A DISTANCE OF 153.82 FEET TO A POINT;

THENCE N07°48'40"W, A DISTANCE OF 184.12 FEET TO A POINT;

THENCE S55°59'50"E, A DISTANCE OF 92.93 FEET TO A POINT;

THENCE N29°32'42"E, A DISTANCE OF 169.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SQUAW PASS ROAD;

THENCE S34°11'29"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SQUAW PASS ROAD, A DISTANCE OF 58.78 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 80087287;

THENCE S03°45'37"E ALONG THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 80087287, A DISTANCE OF 368.18 FEET TO A FOUND #5 REBAR WITH L.S. CAP #7887;

THENCE S86°14'23"W ALONG THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 80087287, A DISTANCE OF 151.52 FEET TO THE POINT OF BEGINNING.

PARCEL C:

A ROAD EASEMENT AS CREATED BY DEEDS RECORDED NOVEMBER 1, 1982 UNDER RECEPTION NOS. 82076042 AND 82076043, LOCATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 80087287, JEFFERSON COUNTY CLERK AND RECORDERS OFFICE, BEING A FOUND 1-1/2 INCH STEEL PIN WITH PUNCH MARK ON TOP;

THENCE N86°14'23"E ALONG A LINE WHICH REPRESENTS THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN RECEPTION NO. 80087287, AS FOUND MONUMENTED UPON THE GROUND, A DISTANCE OF 257.31 FEET TO THE POINT OF BEGINNING;

THENCE N15°40'23"W A DISTANCE OF 146.70 FEET TO A POINT;

THENCE N07°48'40"W A DISTANCE OF 207.03 FEET TO A POINT;

THENCE N13°18'48"E A DISTANCE OF 46.84 FEET TO A POINT;

THENCE N64°49'32"E A DISTANCE OF 29.11 FEET TO A POINT;

THENCE S55°59'50"E A DISTANCE OF 140.91 FEET TO A POINT;

THENCE S29°32'42"W A DISTANCE OF 50.15 FEET TO A POINT;

THENCE N55°59'50"W A DISTANCE OF 92.93 FEET TO A POINT;

THENCE S07°48'40"E A DISTANCE OF 184.12 FEET TO A POINT;

THENCE S15°40'23"E A DISTANCE OF 153.82 FEET TO A POINT;

THENCE S00°00'00"E A DISTANCE OF 192.05 FEET TO A POINT;

THENCE S86°14'23"W A DISTANCE OF 50.11 FEET TO A POINT;

THENCE N00°00'00"W A DISTANCE OF 188.45 FEET TO A POINT;

THENCE N15°40'23"W A DISTANCE OF 3.67 FEET TO THE POINT OF BEGINNING.

AND ALSO INCLUDING ANY AND ALL WATER RIGHTS APPURTENANT TO OR USED IN CONNECTION WITH THE PROPERTY AND ANY AND ALL MINERAL RIGHTS, INCLUDING BUT NOT LIMITED TO, SAND, GRAVEL, COAL, AND OIL, GAS AND OTHER HYDROCARBONS IN, UNDER, AND THAT MAY BE PRODUCED FROM THE LANDS DESCRIBED HEREIN.

**INTERGOVERNMENTAL AGREEMENT  
FOR MANAGEMENT  
OF THE TIBALDO PROPERTY**

THIS INTERGOVERNMENTAL AGREEMENT FOR MANAGEMENT OF THE TIBALDO PROPERTY (“**IGA**”), is made and entered into as of the last date set forth on the signature pages below (“**Effective Date**”) by and between the COUNTY OF JEFFERSON, STATE OF COLORADO (“**Jefferson County**”) and THE CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado (“**Denver**”) (individually a “**Party**” and collectively the “**Parties**”).

**RECITALS**

- A. By virtue of the Special Warranty Deed (“**Deed**”) recorded \_\_\_\_\_, 2024 at Reception No. \_\_\_\_\_ in the Jefferson County Clerk & Recorder’s Office, the Parties are co-owners in fee as tenants in common with each Party owning an undivided 50% interest of the property (“**Property**”) described in **Exhibit A** attached hereto and incorporated by reference and commonly referred to as the Tibaldo property.
- B. The Property connects over 4,000 acres of contiguous public land between Jefferson County Open Space’s Elk Meadow Park, Denver Mountain Park’s Bergen Peak and Mount Pence properties, the Bergen Peak State Wildlife Area, and the Arapaho and Roosevelt National Forests. The Property provides opportunities for trail connections from Elk Meadow Park, through Bergen Peak and Mount Pence and into the Arapaho and Roosevelt National Forests.
- C. The Parties desire to execute this IGA to set forth their rights and obligations with regard to maintenance of the Property, including management of certain structures on the Property and future improvements on the Property.
- D. Denver and Jefferson County are each individually vested, by and through their respective authorities, with the power and discretion to manage, operate, and control certain lands for the benefit of the general public.
- E. Section 18(2)(a) of Article XIV of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*, authorize and encourage governments to cooperate with each other for purposes of planning and development and to provide for the joint exercise of functions and services to which each is individually authorized.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. Recitals. The Recitals set forth above are incorporated into and made a part of this IGA.

2. IGA Term. The term of this IGA shall commence upon the IGA being fully executed by the Parties and the Deed being recorded (the “**Effective Date**”) and shall remain in effect until terminated.
3. IGA Amendment, Termination. This IGA may not be modified, amended or terminated except by a written agreement executed by all Parties in the same manner as this IGA.
4. Cooperative Effort; Good Faith. Denver, by and through its Department of Parks and Recreation (“**DPR**”), Denver Mountain Parks Division, and Jefferson County agree to work diligently together and in good faith, using reasonable efforts to obtain or appropriate all funding necessary to perform the terms and conditions of this IGA, subject to Non-Appropriation under Section 19, to resolve any unforeseen issues and disputes, and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this IGA.
5. Structures and Improvements. The Parties shall each pay fifty percent (50%) of all expenditures incurred for (1) the management of certain existing structures and improvements, and (2) future park and open space improvements of the Property. Any demolition or restoration of existing structures and improvements, and future park and open space improvements shall be determined by mutual written agreement of the Parties prior to commencing any work. In certain instances, for certain specific projects, and consistent with the IGA, the Parties may mutually agree by separate written document on a share of expenditures other than fifty percent (50%) without requiring a formal amendment of the IGA. Any separate written document on a share of expenditures other than fifty percent (50%) must be approved by the Director of Denver Mountain Parks (“**Mountain Parks Director**”), as designated by the Denver Department of Parks and Recreation Executive Director (“**Executive Director**”), and Jefferson County’s Director of its Parks and Conservation Division (“**Division Director**”).
6. Management. The Parties agree that the Property will be and remain closed to the general public while the Parties complete any initial planning and improvements for the Property. The Property will be opened to the general public pursuant to joint written consent from the Mountain Parks Director and Division Director. Subject to the terms of this IGA, and until otherwise agreed to by the Parties, DPR’s Park Use Rules and Regulations, and other applicable duly authorized rules and regulations, shall solely control the management of the Property and Denver shall be responsible for the operation, management and control of the Property and enforcement on the Property. In instances where either Party determines that enforcement assistance or action may be needed, the Party may contact Denver Park Rangers for enforcement of DPR’s Park Use Rules and Regulations, or the Jefferson County Sheriff’s Department for other enforcement assistance. Denver shall consult with Jefferson County regarding the operation, management and control of the Property. The Parties also agree to work cooperatively to mutually develop a plan for management, operations and maintenance of the Property, which will be an amendment of the IGA, specifically this Section 7, and will address, in part: (a) improvements, public access, and natural resource protection, (b) the rules, regulations, and policies governing use, operations, maintenance, and enforcement of the Property; and (c) the Parties’ coordinated enforcement of the Property. The Parties agree that

the interim informal name of the Property is “Elk-Bergen Property”. The Parties will work cooperatively to formally name the Property in accordance with each Party’s policies and procedures for the naming of parks and open spaces.

7. Default. In the event either Party breaches any of the provisions of this IGA, the other Party may bring an action for damages or any other remedy which may be allowed by law. Prior to bringing such an action, written notice shall be provided allowing the breaching Party thirty (30) days to cure said breach. In addition, the non-breaching Party may withhold further compliance with this IGA on its part until the breach is cured.

8. Notices.

(a) “**Key Notices**” under this IGA are notices regarding any default, dispute, or changes in the notice addresses. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection a(ii) or a(iii) above. All other daily communications or notices between the Parties that are not Key Notices may be done via electronic transmission without hard copy communication. Notices shall be sent to the following address or email:

Jefferson County:

Director of Parks and Conservation  
Jefferson County Open Space Division  
700 Jefferson County Parkway, #100  
Golden, Colorado 80401  
Phone: 303-271-5925  
Email: jeffcoparks@jeffco.us

with a copy to:

Jefferson County Attorney  
100 Jefferson County Parkway Suite 5500  
Golden, Colorado 80419  
Email: CAOContracts@jeffco.us

City and County of Denver:

Director of Denver Mountain Parks  
300 Union Avenue  
Morrison, Colorado 80465



Email: ParksAndRecreation@denvergov.org

with a copy to:

City Attorney's Office  
1437 Bannock Street, Room 353  
Denver, Colorado 80202

(b) The Parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either Party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the Party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this IGA, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions or texts.

9. Claims. In the event any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this IGA, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party and the other Party will reasonably cooperate regarding any such claim, demand, suit, or action. Any Party named in an action shall bear its own legal costs.
10. Insurance. At all times during the term of this IGA, including any renewals or extensions, the Parties shall maintain its respective insurance, by commercial policy or self-insurance, as is necessary to meet its respective liabilities under the Colorado Governmental Immunity Act as defined under Section 16 below. This obligation shall survive the termination of this IGA.
11. No Employment Relationship. By entering into and performing under this IGA neither Party is acting as an agent, servant or employee of the other. **Each Party is solely responsible for necessary workers' compensation insurance, unemployment insurance and withholding and paying all federal and state taxes pertaining to its employees.**
12. No Assignment. No Party shall assign its rights or delegate its duties hereunder, except for contracting and subcontracting as provided in this IGA, without the prior written consent of the other Party.
13. Officials Not to Benefit. No elected or employed member of Jefferson County or Denver shall be paid or receive, directly or indirectly, any share or part of this IGA or any benefit that may arise therefrom.

14. No Personal Liability. No elected official, director, officer, agent or employee of Jefferson County or Denver shall be charged personally or held contractually liable by or to the other Party under any term or provision of this IGA or because of any breach thereof or because of its or their execution, approval or attempted execution of this IGA.
15. No Assumption of Liabilities. By executing and performing under this IGA neither Party assumes any liability for the acts or omissions of the other Party or third parties.
16. Colorado Governmental Immunity Act. By executing this IGA neither Party is waiving or limiting any rights or protections from liability provided by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, other statutes, constitutional provisions, or common law. Each Party agrees to notify the other of any defects or potential defects, dangerous conditions or potentially dangerous conditions, claims or potential claims from damage or injury that come to its attention in connection with the Property.
17. Force Majeure. Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*, and any time limit expressed in this IGA shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other Party. “*Force majeure*” shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.
18. Confidential Information; Open Records. No Party shall divulge, disclose, or communicate to any third party, any information concerning any matters that are not subject to public disclosure. The Parties shall comply with all applicable state laws and requirements pertaining to maintenance and disclosure of information pursuant to the Colorado Open Records Act.
19. Non-Appropriation. The Parties acknowledge and agree that this IGA shall not be interpreted to impose a multi-year obligation on either Party. The Parties further acknowledge that their respective obligations, including financial obligations, under this IGA payable after the current fiscal year are contingent upon funds for this IGA being appropriated, budgeted and otherwise made available by the Party.
20. Non-Discrimination. In connection with the performance of this IGA, the Parties agree not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, or disability; and further agrees to insert the foregoing provision in all contracts entered into in furtherance of this IGA.
21. IGA Enforcement. The enforcement of this IGA, and all rights of action relating to such enforcement, are reserved to the Parties. Nothing contained in this IGA shall give or allow any

claim or right of action by any third party. The Parties intend that any third party shall be deemed an incidental beneficiary only.

22. Paragraph Headings. The paragraph headings of this IGA are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.
23. Waiver. No term or provision of this IGA shall be deemed waived unless the waiver shall be in writing and signed by all Parties. Any failure by one Party to insist upon another Party's strict performance of any of the terms of this IGA shall not constitute a waiver of those or any other terms. Any delay in exercising or enforcing any rights with respect to one Party's alleged breach of this IGA shall not preclude another Party from exercising any rights herein, at law or in equity.
24. Severability. In the event that any provision of this IGA would be held to be invalid, prohibited, or unenforceable in any applicable jurisdiction for any reason unless narrowed by construction, this IGA shall, as to such jurisdiction, be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable in any jurisdiction for any reason. Such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition, or unenforceability, without invalidating the remaining provisions of this IGA or affecting the validity or enforceability of such provision in any other jurisdiction.
25. Governing Law. The IGA will be construed and enforced in accordance with applicable federal law and the laws of the State of Colorado, and in accordance with City and County of Denver Charter, Revised Municipal Code, ordinances, Executive Orders, rules, and regulations. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for all legal actions arising from this IGA shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.
26. Entire Agreement. This IGA constitutes the entire agreement of the Parties. No provisions regarding the subject matter of this IGA, other than those expressly set forth herein, will be of any force and effect. Except as otherwise provided herein, no modification, change or alteration of this IGA will be of any force or effect, except by written agreement approved by the Board of County Commissioners for Jefferson County, and approved by all Charter signatories of the City and County of Denver and the City Council (if required).
27. Authority. Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this IGA on behalf of the Party and to bind the Party to its terms. The person(s) executing this IGA on behalf of each Party warrants that he/she/they have full authorization to execute this IGA.
28. Denver Execution of Agreement. This IGA is subject to, and will not become effective or binding on Denver until full execution by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

29. Execution by Counterparts; Electronic Signatures. This IGA may be executed in counterparts, each of which shall be deemed an original and shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this IGA. Only the following two forms of electronic signatures shall be permitted to bind the Parties: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; or (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 through §24-71.3-121. The Parties agree not to deny the legal effect or enforceability of this IGA solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this IGA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

COUNTY OF JEFFERSON,  
STATE OF COLORADO

By: \_\_\_\_\_  
Leslie Dahlkemper, Chair,  
Board of County Commissioners

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Anthony C. Chambers  
Assistant County Attorney

[City's computer-generated signature page will go here]

**EXHIBIT A**  
Property Legal Description

PARCEL A:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOCATED ABOUT 2060.00 FEET WEST FROM THE EAST LINE OF SAID SECTION, RUNNING THENCE WEST 300.00 FEET; THENCE NORTH TO THE SOUTH LINE OF THE MT. EVANS ROAD; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID ROAD TO A POINT DIRECTLY NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING, BEING A STRIP OF LAND 150.00 FEET, MORE OR LESS ON EACH SIDE OF THE CENTER OF SNYDER GULCH ON THE NORTH LINE OF THE TRACT HEREBY CONVEYED,

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, TOWNSHIP 4 SOUTH, RANGE 72 WEST DESCRIBED IN DEED RECORDED NOVEMBER 1, 1982 UNDER RECEPTION NO. 82076041 AND DEED RECORDED JUNE 2, 1983 UNDER RECEPTION NO. 83049634,

COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL B:

A PARCEL OF LAND LOCATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 72 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, JEFFERSON COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 80087287, JEFFERSON COUNTY CLERK & RECORDER'S OFFICE, BEING A FOUND 1-1/2" STEEL PIN WITH PUNCH MARK ON TOP;

THENCE N86°14'23"E ALONG A LINE WHICH REPRESENTS THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN RECEPTION NO. 80087287 AS FOUND MONUMENTED UPON THE GROUND, A DISTANCE OF 318.41 FEET TO THE POINT OF BEGINNING;

THENCE N15°40'23"W, A DISTANCE OF 153.82 FEET TO A POINT;

THENCE N07°48'40"W, A DISTANCE OF 184.12 FEET TO A POINT;

THENCE S55°59'50"E, A DISTANCE OF 92.93 FEET TO A POINT;  
THENCE N29°32'42"E, A DISTANCE OF 169.44 FEET TO A POINT ON THE SOUTHERLY  
RIGHT-OF-WAY LINE OF SQUAW PASS ROAD;  
THENCE S34°11'29"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SQUAW  
PASS ROAD, A DISTANCE OF 58.78 FEET TO THE NORTHEASTERLY CORNER OF A  
PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 80087287;  
THENCE S03°45'37"E ALONG THE EASTERLY LINE OF A PARCEL OF LAND  
DESCRIBED IN SAID RECEPTION NO. 80087287, A DISTANCE OF 368.18 FEET TO A  
FOUND #5 REBAR WITH L.S. CAP #7887;  
THENCE S86°14'23"W ALONG THE SOUTHERLY LINE OF A PARCEL OF LAND  
DESCRIBED IN SAID RECEPTION NO. 80087287, A DISTANCE OF 151.52 FEET TO THE  
POINT OF BEGINNING.

PARCEL C:

A ROAD EASEMENT AS CREATED BY DEEDS RECORDED NOVEMBER 1, 1982  
UNDER RECEPTION NOS. 82076042 AND 82076043, LOCATED IN SECTION 24,  
TOWNSHIP 4 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND AS  
DESCRIBED IN RECEPTION NO. 80087287, JEFFERSON COUNTY CLERK AND  
RECORDERS OFFICE, BEING A FOUND 1-1/2 INCH STEEL PIN WITH PUNCH MARK  
ON TOP;  
THENCE N86°14'23"E ALONG A LINE WHICH REPRESENTS THE SOUTHERLY LINE  
OF SAID PARCEL DESCRIBED IN RECEPTION NO. 80087287, AS FOUND  
MONUMENTED UPON THE GROUND, A DISTANCE OF 257.31 FEET TO THE POINT OF  
BEGINNING;  
THENCE N15°40'23"W A DISTANCE OF 146.70 FEET TO A POINT;  
THENCE N07°48'40"W A DISTANCE OF 207.03 FEET TO A POINT;  
THENCE N13°18'48"E A DISTANCE OF 46.84 FEET TO A POINT;  
THENCE N64°49'32"E A DISTANCE OF 29.11 FEET TO A POINT;  
THENCE S55°59'50"E A DISTANCE OF 140.91 FEET TO A POINT;  
THENCE S29°32'42"W A DISTANCE OF 50.15 FEET TO A POINT;  
THENCE N55°59'50"W A DISTANCE OF 92.93 FEET TO A POINT;  
THENCE S07°48'40"E A DISTANCE OF 184.12 FEET TO A POINT;  
THENCE S15°40'23"E A DISTANCE OF 153.82 FEET TO A POINT;  
THENCE S00°00'00"E A DISTANCE OF 192.05 FEET TO A POINT;  
THENCE S86°14'23"W A DISTANCE OF 50.11 FEET TO A POINT;  
THENCE N00°00'00"W A DISTANCE OF 188.45 FEET TO A POINT;  
THENCE N15°40'23"W A DISTANCE OF 3.67 FEET TO THE POINT OF BEGINNING.

AND ALSO INCLUDING ANY AND ALL WATER RIGHTS APPURTENANT TO OR  
USED IN CONNECTION WITH THE PROPERTY AND ANY AND ALL MINERAL  
RIGHTS, INCLUDING BUT NOT LIMITED TO, SAND, GRAVEL, COAL, AND OIL, GAS



AND OTHER HYDROCARBONS IN, UNDER, AND THAT MAY BE PRODUCED FROM  
THE LANDS DESCRIBED HEREIN.

**TENANTS IN COMMON INTERGOVERNMENTAL AGREEMENT  
FOR OWNERSHIP AND MANAGEMENT  
OF THE TIBALDO PROPERTY**

THIS TENANTS IN COMMON INTERGOVERNMENTAL AGREEMENT FOR OWNERSHIP AND MANAGEMENT OF THE TIBALDO PROPERTY (“**IGA**”), is made and entered into as of the last date set forth on the signature pages below (“**Effective Date**”) by and between the COUNTY OF JEFFERSON, STATE OF COLORADO (“**Jefferson County**”) and THE CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado (“**Denver**”) (individually a “**Party**” and collectively the “**Parties**”).

**RECITALS**

- A. By virtue of the Special Warranty Deed recorded \_\_\_\_\_, 2024 at Reception No. \_\_\_\_\_ in the Jefferson County Clerk & Recorder’s Office, the Parties are co-owners in fee as tenants in common with each Party owning an undivided 50% interest of the property (“**Property**”) described in **Exhibit A** attached hereto and incorporated by reference and commonly referred to as the Tibaldo property.
- B. The Property connects over 4,000 acres of contiguous public land between Jefferson County Open Space’s Elk Meadow Park, Denver Mountain Park’s Bergen Peak and Mount Pence properties, the Bergen Peak State Wildlife Area, and the Arapaho and Roosevelt National Forests. The Property provides opportunities for trail connections from Elk Meadow Park, through Bergen Peak and Mount Pence and into the Arapaho and Roosevelt National Forests.
- C. The Parties desire to execute this IGA and record the IGA at the time the Special Warranty Deed is recorded to set forth their tenants in common rights and obligations with regard to ownership and maintenance of the Property.
- D. Denver and Jefferson County are each individually vested, by and through their respective authorities, with the power and discretion to manage, operate, and control certain lands for the benefit of the general public.
- E. Section 18(2)(a) of Article XIV of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*, authorize and encourage governments to cooperate with each other for purposes of planning and development and to provide for the joint exercise of functions and services to which each is individually authorized.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated into and made a part of this IGA.

2. IGA Term. The term of this IGA shall commence upon the IGA being fully executed by the Parties and the Parties recording the Special Warranty Deed for the Property as stated in Recital A (the “**Effective Date**”) and shall remain in effect until terminated.
3. IGA Amendment, Termination. This IGA may not be modified, amended or terminated except by a written agreement executed by all Parties in the same manner as this IGA.
4. Cooperative Effort; Good Faith. Denver and Jefferson County agree to work diligently together and in good faith, using reasonable efforts to obtain or appropriate all funding necessary to perform the terms and conditions of this IGA, subject to Non-Appropriation under Section 23, to resolve any unforeseen issues and disputes, and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this IGA.
5. Uses. The Parties shall only use the Property as a public park and open space with the intent to protect and manage the scenic viewshed, wildlife habitat, recreational uses, and water and forest resources.
6. Intentionally Deleted.
7. Management. The Parties agree that the details of management of the Property, including but not limited to the management of certain existing structures and future park and open space improvements of the Property, will be mutually agreed upon in writing by Denver’s Executive Director of its Department of Parks and Recreation (“**Executive Director**”) or Director of Denver Mountain Parks (“**Mountain Parks Director**”) and Jefferson County’s Director of its Parks and Conservation Division (“**Division Director**”) after the Parties acquire the Property. The Parties shall each pay fifty percent (50%) of all expenditures incurred for management of the Property, unless the Executive Director or the Mountain Parks Director and Division Director agree in writing on a management cost-share other than fifty percent (50%). The purpose of this Section is to avoid the application of common law regarding the Parties management of the Property and the Parties payment of costs associated with management of the Property.
8. Encumbering the Property and Preservation of the Property. Neither Party shall unilaterally, without written agreement of the other Party, cause any loss, damage or encumbrances to the Property, including, but not limited to: new encumbrances such as easements or licenses; new leases or other occupancy or use agreements; any mortgages or liens; or imported material dumps, soil wastes, drainage excavations, or material adverse change in the environmental condition that impact the Property. Additionally, Denver shall not encumber the Property by designating the Property as a park pursuant to § 2.4.5 of the Charter of Denver.
9. Conveying or Partition of the Property. The Parties agree that, at the time of executing this IGA, neither Party intends to sell or partition the Property. Nevertheless, the Parties agree that neither Party shall seek partition or seek to sell its fee title interest in the Property, or any part thereof, without first offering the right to purchase same to the other Party in accordance with the terms of this Section 9, (the “**Right of First Offer**”).

(a) If either Party wants to sell, exchange or otherwise dispose of its fee title interest in the Property, or any portion thereof (the “**Property For Sale**”) to any third-party, the Party wishing to sell (“**Selling Party**”) must notify the non-selling Party (“**Non-selling Party**”) of its intent to sell its interest in the Property For Sale, (the “**Notice of Intent**”) and, until the Non-selling Party has had the opportunity to purchase the Property For Sale as described below, the Selling Party must not (a) list its interest in the Property For Sale with a broker or other agent or otherwise offer it for sale or other transfer to any third-party or (b) discuss or negotiate the terms of a transfer with any third-party.

(b) The Selling Party’s Notice of Intent must include the description of the Property For Sale, the purchase price, which shall be a price substantiated by a current appraisal, together with other terms of sale that the Selling Party is willing to accept in consideration of the sale of the Property For Sale (the “**Offer**”).

(c) Within six (6) months after receiving the Notice of Intent (the “**Acceptance Period**”), the Non-selling Party may, by notice to the Selling Party, accept the Offer or make a counteroffer setting forth the purchase price that the Non-selling Party is willing to pay and other terms the Non-selling Party is willing to accept in consideration for the Property For Sale, (the “**Counteroffer**”).

(d) If during the Acceptance Period the Non-selling Party responds to the Offer with a Counteroffer, then beginning on the date the Counteroffer was received, for the remainder, if any, of the Acceptance Period and the twelve (12) months following (together, the “**Negotiation Period**”), the Selling Party and the Non-selling Party must make good faith attempts to find mutually acceptable terms for the sale of the Property For Sale. The Offer and Counteroffer remain open and available for negotiation and acceptance for the entire Negotiation Period.

(e) The Non-selling Party’s rights are ended and the Selling Party is free to offer to sell, exchange or dispose of the Property For Sale if:

(i) during either the Acceptance Period or the Negotiation Period the Non-selling Party informs the Selling Party in writing that it is not interested in acquiring the Property For Sale, and waives all rights hereunder with respect to the Property For Sale, (the “**Non-selling Party Waiver**”); or

(ii) by the end of the Acceptance Period, the Selling Party has not received notice that the Non-selling Party has either: (1) accepted the Offer; or (2) submitted a Counteroffer, (“**Non-selling Party Silence**”); or

(ii) by the end of the Negotiation Period: (1) no offer has been accepted and (2) the Selling Party and the Non-selling Party fail to reach written agreement on mutually acceptable terms for the transfer of the Property For Sale, (“**Failure to Reach Agreement**”).

(f) If the Property For Sale has not been sold or otherwise disposed within one (1) calendar year following the earlier of: (1) receipt of the Non-selling Party Waiver if any, (2)

the Non-selling Party Silence, or (3) the Failure to Reach Agreement, then the Non-selling Party's Right of First Offer hereunder is reactivated and the Selling Party may not thereafter seek partition or seek to sell its fee title interest in the Property, or any part thereof, without first offering the right to purchase same to the Non-selling Party in accordance with the terms of this Section 9.

(g) This Right of First Offer shall apply to all transactions involving a conveyance of fee title to the Property, or any portion thereof, including but not limited to a sale, an exchange, or any other transfer of a fee title interest in the Property. The Right of First Offer shall survive any conveyance of fee title to the Property and be binding on future property owners.

(h) Neither Party shall seek partition of the Property. Should any court find the preceding sentence to be void or unenforceable, prior to seeking partition, the Party seeking partition must follow the process stated in this Section 9 by offering to sell its interest in the Property to the other Party.

10. Default. In the event either Party breaches any of the provisions of this IGA, the other Party may bring an action for damages or any other remedy which may be allowed by law. Prior to bringing such an action, written notice shall be provided allowing the breaching Party thirty (30) days to cure said breach. In addition, the non-breaching Party may withhold further compliance with this IGA on its part until the breach is cured.

11. Notices.

(a) “**Key Notices**” under this IGA are notices regarding any default, dispute, or changes in the notice addresses. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission, (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection a(ii) or a(iii) above. All other daily communications or notices between the Parties that are not Key Notices may be done via electronic transmission without hard copy communication. Notices shall be sent to the following address or email:

Jefferson County:

Director of Parks and Conservation  
Jefferson County Open Space Division  
700 Jefferson County Parkway, #100  
Golden, Colorado 80401  
Phone: 303-271-5925  
Email: jeffcoparks@jeffco.us

with a copy to:

Jefferson County Attorney  
100 Jefferson County Parkway Suite 5500  
Golden, Colorado 80419  
Email: CAOContracts@jeffco.us

City and County of Denver:

Executive Director of Parks and Recreation  
201 West Colfax Avenue, Department 601  
Denver, Colorado 80202  
Email: ParksAndRecreation@denvergov.org

with a copy to:

Department of Finance, Real Estate Division  
201 West Colfax Avenue, Department 1001  
Denver, Colorado 80202  
Email: realestate@denvergov.org

City Attorney's Office  
1437 Bannock Street, Room 353  
Denver, Colorado 80202

(b) The Parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either Party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the Party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this IGA, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions or texts.

12. Claims. In the event any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this IGA, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Party and the other Party will reasonably cooperate regarding any such claim, demand, suit, or action. Any Party named in an action shall bear its own legal costs.

13. Insurance. At all times during the term of this IGA, including any renewals or extensions, the Parties shall maintain its respective insurance, by commercial policy or self-insurance, as is necessary to meet its respective liabilities under the Colorado Governmental Immunity Act as defined under Section 20 below. This obligation shall survive the termination of this IGA.
14. Intentionally Deleted.
15. No Employment Relationship. By entering into and performing under this IGA neither Party is acting as an agent, servant or employee of the other. **Each Party is solely responsible for necessary workers' compensation insurance, unemployment insurance and withholding and paying all federal and state taxes pertaining to its employees.**
16. No Assignment. No Party shall assign its rights or delegate its duties hereunder, except for contracting and subcontracting as provided in this IGA, without the prior written consent of the other Party.
17. Officials Not to Benefit. No elected or employed member of Jefferson County or Denver shall be paid or receive, directly or indirectly, any share or part of this IGA or any benefit that may arise therefrom.
18. No Personal Liability. No elected official, director, officer, agent or employee of Jefferson County or Denver shall be charged personally or held contractually liable by or to the other Party under any term or provision of this IGA or because of any breach thereof or because of its or their execution, approval or attempted execution of this IGA.
19. No Assumption of Liabilities. By executing and performing under this IGA neither Party assumes any liability for the acts or omissions of the other Party or third parties.
20. Colorado Governmental Immunity Act. By executing this IGA neither Party is waiving or limiting any rights or protections from liability provided by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, other statutes, constitutional provisions, or common law. Each Party agrees to notify the other of any defects or potential defects, dangerous conditions or potentially dangerous conditions, claims or potential claims from damage or injury that come to its attention in connection with the Property.
21. Force Majeure. Neither Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*, and any time limit expressed in this IGA shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other Party. "*Force majeure*" shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.

22. Confidential Information; Open Records. No Party shall divulge, disclose, or communicate to any third party, any information concerning any matters that are not subject to public disclosure. The Parties shall comply with all applicable state laws and requirements pertaining to maintenance and disclosure of information pursuant to the Colorado Open Records Act.
23. Non-Appropriation. The Parties acknowledge and agree that this IGA shall not be interpreted to impose a multi-year obligation on either Party. The Parties further acknowledge that their respective obligations, including financial obligations, under this IGA payable after the current fiscal year are contingent upon funds for this IGA being appropriated, budgeted and otherwise made available by the Party.
24. Non-Discrimination. In connection with the performance of this IGA, the Parties agree not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, or disability; and further agrees to insert the foregoing provision in all contracts entered into in furtherance of this IGA.
25. IGA Enforcement. The enforcement of this IGA, and all rights of action relating to such enforcement, are reserved to the Parties. Nothing contained in this IGA shall give or allow any claim or right of action by any third party. The Parties intend that any third party shall be deemed an incidental beneficiary only.
26. Paragraph Headings. The paragraph headings of this IGA are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.
27. Waiver. No term or provision of this IGA shall be deemed waived unless the waiver shall be in writing and signed by all Parties. Any failure by one Party to insist upon another Party's strict performance of any of the terms of this IGA shall not constitute a waiver of those or any other terms. Any delay in exercising or enforcing any rights with respect to one Party's alleged breach of this IGA shall not preclude another Party from exercising any rights herein, at law or in equity.
28. Severability. In the event that any provision of this IGA would be held to be invalid, prohibited, or unenforceable in any applicable jurisdiction for any reason unless narrowed by construction, this IGA shall, as to such jurisdiction, be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable in any jurisdiction for any reason. Such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition, or unenforceability, without invalidating the remaining provisions of this IGA or affecting the validity or enforceability of such provision in any other jurisdiction.
29. Governing Law. The IGA will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the applicable provisions of the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County



of Denver, and the applicable resolutions, ordinances and regulations of Jefferson County, which are expressly incorporated into the IGA. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for all legal actions arising from this IGA shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

30. Entire Agreement. This IGA constitutes the entire agreement of the Parties. No provisions regarding the subject matter of this IGA, other than those expressly set forth herein, will be of any force and effect. Except as otherwise provided herein, no modification, change or alteration of this IGA will be of any force or effect, except by written agreement approved by the Board of County Commissioners for Jefferson County, and approved by all Charter signatories of the City and County of Denver and the City Council (if required).
31. Authority. Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this IGA on behalf of the Party and to bind the Party to its terms. The person(s) executing this IGA on behalf of each Party warrants that he/she/they have full authorization to execute this IGA.
32. Denver Execution of Agreement. This IGA is subject to, and will not become effective or binding on Denver until full execution by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
33. Runs with the Land. The provisions of this IGA shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, whether or not a successor or assign is a governmental entity, and all covenants herein shall apply to and run with the land as a tenants in common agreement. This IGA may be recorded by any Party hereto.
34. Execution by Counterparts; Electronic Signatures. This IGA may be executed in counterparts, each of which shall be deemed an original and shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this IGA. Only the following two forms of electronic signatures shall be permitted to bind the Parties: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; or (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 through §24-71.3-121. The Parties agree not to deny the legal effect or enforceability of this IGA solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this IGA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

COUNTY OF JEFFERSON,  
STATE OF COLORADO

By: \_\_\_\_\_  
Leslie Dahlkemper, Chair,  
Board of County Commissioners

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Anthony C. Chambers  
Assistant County Attorney

[City's computer-generated signature page will go here]

**EXHIBIT A**  
Property Legal Description

PARCEL A:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 4 SOUTH IN RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOCATED ABOUT 2060.00 FEET WEST FROM THE EAST LINE OF SAID SECTION, RUNNING THENCE WEST 300.00 FEET; THENCE NORTH TO THE SOUTH LINE OF THE MT. EVANS ROAD; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID ROAD TO A POINT DIRECTLY NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING, BEING A STRIP OF LAND 150.00 FEET, MORE OR LESS ON EACH SIDE OF THE CENTER OF SNYDER GULCH ON THE NORTH LINE OF THE TRACT HEREBY CONVEYED,

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, TOWNSHIP 4 SOUTH, RANGE 72 WEST DESCRIBED IN DEED RECORDED NOVEMBER 1, 1982 UNDER RECEPTION NO. 82076041 AND DEED RECORDED JUNE 2, 1983 UNDER RECEPTION NO. 83049634,

COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL B:

A PARCEL OF LAND LOCATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 72 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, JEFFERSON COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 80087287, JEFFERSON COUNTY CLERK & RECORDER'S OFFICE, BEING A FOUND 1-1/2" STEEL PIN WITH PUNCH MARK ON TOP;

THENCE N86°14'23"E ALONG A LINE WHICH REPRESENTS THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN RECEPTION NO. 80087287 AS FOUND MONUMENTED UPON THE GROUND, A DISTANCE OF 318.41 FEET TO THE POINT OF BEGINNING;

THENCE N15°40'23"W, A DISTANCE OF 153.82 FEET TO A POINT;

THENCE N07°48'40"W, A DISTANCE OF 184.12 FEET TO A POINT;  
THENCE S55°59'50"E, A DISTANCE OF 92.93 FEET TO A POINT;  
THENCE N29°32'42"E, A DISTANCE OF 169.44 FEET TO A POINT ON THE SOUTHERLY  
RIGHT-OF-WAY LINE OF SQUAW PASS ROAD;  
THENCE S34°11'29"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SQUAW  
PASS ROAD, A DISTANCE OF 58.78 FEET TO THE NORTHEASTERLY CORNER OF A  
PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 80087287;  
THENCE S03°45'37"E ALONG THE EASTERLY LINE OF A PARCEL OF LAND  
DESCRIBED IN SAID RECEPTION NO. 80087287, A DISTANCE OF 368.18 FEET TO A  
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A ROAD EASEMENT AS CREATED BY DEEDS RECORDED NOVEMBER 1, 1982  
UNDER RECEPTION NOS. 82076042 AND 82076043, LOCATED IN SECTION 24,  
TOWNSHIP 4 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
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MONUMENTED UPON THE GROUND, A DISTANCE OF 257.31 FEET TO THE POINT OF  
BEGINNING;  
THENCE N15°40'23"W A DISTANCE OF 146.70 FEET TO A POINT;  
THENCE N07°48'40"W A DISTANCE OF 207.03 FEET TO A POINT;  
THENCE N13°18'48"E A DISTANCE OF 46.84 FEET TO A POINT;  
THENCE N64°49'32"E A DISTANCE OF 29.11 FEET TO A POINT;  
THENCE S55°59'50"E A DISTANCE OF 140.91 FEET TO A POINT;  
THENCE S29°32'42"W A DISTANCE OF 50.15 FEET TO A POINT;  
THENCE N55°59'50"W A DISTANCE OF 92.93 FEET TO A POINT;  
THENCE S07°48'40"E A DISTANCE OF 184.12 FEET TO A POINT;  
THENCE S15°40'23"E A DISTANCE OF 153.82 FEET TO A POINT;  
THENCE S00°00'00"E A DISTANCE OF 192.05 FEET TO A POINT;  
THENCE S86°14'23"W A DISTANCE OF 50.11 FEET TO A POINT;  
THENCE N00°00'00"W A DISTANCE OF 188.45 FEET TO A POINT;  
THENCE N15°40'23"W A DISTANCE OF 3.67 FEET TO THE POINT OF BEGINNING.

AND ALSO INCLUDING ANY AND ALL WATER RIGHTS APPURTENANT TO OR  
USED IN CONNECTION WITH THE PROPERTY AND ANY AND ALL MINERAL

RIGHTS, INCLUDING BUT NOT LIMITED TO, SAND, GRAVEL, COAL, AND OIL, GAS AND OTHER HYDROCARBONS IN, UNDER, AND THAT MAY BE PRODUCED FROM THE LANDS DESCRIBED HEREIN.