

## LETTER OF INTENT FOR SALE OF REAL PROPERTY

TO: Board of County Commissioners, Douglas County

DATE: November 9, 2021

RE: Letter of Intent for Toepfer Park

This letter of intent (the "LOI") sets forth the terms under which the Board of Education of Douglas County School District RE-1 (the "Seller") proposes to sell the real property located at 9350 Venneford Ranch Road, Highlands Ranch, Colorado 80126, to the Board of County Commissioners of Douglas County (the "Purchaser").

1. Subject Property: The property that is the subject of this LOI, herein referred to as "Subject Property", is identified as: Lot 1, Highlands Ranch Filing 130A, Total Acreage 10.0 AM/L, County of Douglas, State of Colorado T Property Address: 9350 Venneford Ranch Road, Highlands Ranch, Colorado 80126. The Subject Property consists of two parcels as follows:
  - a. State Parcel No. 2229-122-07-076, Assessor Account No. R0406485, currently held by the Purchaser for the benefit of the Seller.
  - b. State Parcel No. 2229-122-07-075, Assessor Account No. R0406482, owned in fee simple by the Seller.

Seller proposes that Purchaser acquire all of Seller's interest in the Subject Property, together with any and all improvements therein and all of Seller's right, title, and interest in all common areas, amenities, appurtenances, fixtures, chattels, and all personal property and the underlying fee land (collectively referred to as the "Property").

2. Purchase Price: The Purchase Price for the Property shall be \$675,000.
3. Earnest Money: An earnest money deposit of Ten Thousand Dollars (\$10,000) (the "Deposit") to be held for the benefit of the Seller and applicable to the Purchase Price, shall be delivered to TBD Title Company as escrow agent within two (2) business days of the parties' mutual execution of the Purchase and Sale Agreement (as hereinafter defined) (the "Execution Date"). The Deposit shall be fully refundable to the Purchaser prior to the expiration of the Due Diligence Period (as hereinafter defined). Upon expiration of the Due Diligence Period and continuation of the Purchase and Sale Agreement, the Deposit shall be non-refundable, and shall be a Purchaser credit at closing and payable to Seller.
4. Due Diligence Period: Purchaser shall have sixty (60) days from the Execution Date (the "Due Diligence Period") to enter upon the Property at all reasonable times for the purpose of doing any work or investigation as may be required by the Purchaser in its discretion to determine that the Property is suitable for the Purchaser's intended purpose. As the current record owner of the Property, Purchase shall acknowledge and agree that it has reasonable access to the Property for the purpose of conducting its work and inspections.

If the Purchaser, in its sole and absolute discretion, is dissatisfied with its inspection of the Property for any reason or no reason, the Purchaser may terminate the Purchase and Sale Agreement by giving a notice of termination to Seller at any time prior to the expiration of the Due Diligence Period, in which case the Deposit and any earnings thereon shall be promptly refunded to the Purchaser and the Purchase and Sale Agreement shall terminate. Within sixty (60) days of such termination, Purchaser shall convey the Property to Seller in accordance with the Purchaser's subdivision resolution.

5. Survey: Purchaser, at Purchaser's sole cost, may obtain a new ALTA survey of the Property before the expiration of the Due Diligence Period (the "Survey"), which shall be certified to the Seller, Purchaser, and Title Company.
6. Title: Purchaser, at Purchaser's sole cost, may cause TBD Title Company to issue and deliver to Purchaser a current commitment for a 2006 ALTA extended coverage owner's policy of insurance for the Property and legible copies of all documents therein ("Title Documents"). The Purchaser shall have until the expiration of the Due Diligence Period to cure or correct any matters reported or shown on the Survey or Title Documents. Seller shall have no obligation to cure or correct any matter on the Survey or the Title Documents, including monetary or financial liens or encumbrances.
7. Seller Documents: Within ten (10) days of the Execution Date, Seller shall cause to be furnished to Purchaser copies of the following items relating to the Property that are in its possession or can be reasonably acquired without out-of-pocket expense:
  - a. Environmental studies, if any, completed for the Property.
  - b. Existing ALTA survey.
8. Method of Conveyance: At the Closing, Seller shall convey its interest in the Property to Purchaser by quitclaim deed and subject to a possibility of reverter as set forth in Section 12(a).
9. Purchase and Sale Agreement: If the terms of this LOI are acceptable to Purchaser, then within twenty (20) business days of the mutual execution of this LOI, Seller proposes to prepare and submit to Purchaser a draft Contract to Buy and Sell Real Estate (Commercial) (the "Purchase and Sale Agreement") reflecting the terms of this LOI and other mutually acceptable terms and conditions.
10. "As Is" Condition: Except for representations concerning the entity status and authority of the parties, there shall be no representations or warranties. Purchaser shall acknowledge that Seller is conveying the Property to Purchaser in its "As Is" condition, "Where Is" and "With All Faults."
11. Closing: The closing of the purchase of the Property (the "Closing") shall occur within thirty (30) days following the expiration of the Due Diligence Period, or at such other time as the parties may mutually agree. The following shall be paid by Seller in connection with the Closing: (1) one half of the closing fee charged by the TBD Title Company, (2) cost of preparation of the quitclaim deed and any other documents of conveyance, and (3) Seller's attorney's fees. The Purchaser shall pay the following costs in connection with the Closing: (1) furnishing of the Title Documents and premium for a 2006 ALTA extended coverage owner's policy of insurance for the Property and any endorsements thereto, (2) the cost of recording any documents necessary

to make title marketable, (3) filing fee to record the deed, (4) one half of the closing fees charged by the TBD Title Company, (5) Purchaser's attorney's fees, and (6) any other fees incurred in connection with the Closing.

12. Special Provisions:

- a. Conveyance of the Property shall include a reverter clause in substantially the following form:

Grantor hereby conveys the above-described property to Grantee and its successors and assigns for so long as the Grantee or its successors or assigns uses the land and any and all buildings or facilities constructed thereon for park purposes. "Park purposes" shall mean and include open areas, fields, play fields, trails, natural areas, historical areas, or wildlife areas. If Grantee or its successors or assigns cease to use the property for park purposes or use the property for other than park purposes and such cessation of use for park purposes or use for non-park purposes continues or exists on the fifth (5<sup>th</sup>) day after receiving written notice thereof from Grantor, title to the above described property, including any improvements thereon, shall automatically revert to Douglas County School District RE-1 or its successor ("District") on such day. If title to the property reverts to the District pursuant hereto, the District may record an affidavit executed and acknowledged by the Superintendent of Schools stating that title has reverted to the District because of the discontinuation of the use of the property for park purposes or the use of the property for other than park purposes, as the case may be. However, nothing herein shall be construed as limiting Grantee's right to grant easements or other interests in the property to a governmental or nonprofit entity or public entity or to enter into agreements that affect the property so long as such interests or agreements further the park purpose and enhance the park use of the property.

- b. The parties' obligation to close under the Purchase and Sale Agreement shall be conditioned on the parties or their permitted assignees entering into a mutually acceptable memorandum of understanding affording Seller priority use of the Property for Seller's students during Seller's academic year.
- c. The Seller's obligation to close under the Purchase and Sale Agreement shall be conditioned on the Purchaser amending its subdivision resolution to require dedication of school sites directly from developer to Seller.

This letter of intent does not constitute a formal and binding agreement. This letter of intent merely reflects the basic terms and conditions upon which the parties would be willing to enter into negotiations with regard to the sale and purchase of the Property and is intended solely as the basis for the preparation of a Purchase and Sale Agreement by the Seller. Only a fully executed Purchase and Sale Agreement shall constitute a final and binding agreement between the parties of which both parties shall work in good faith to enter into such Purchase and Sale Agreement.

**Unless this LOI is accepted by the Purchaser on or before January 7, 2022 at 4:00 p.m., this LOI shall lapse and be without further force and effect.**

Sincerely,

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

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David Ray, President, Board of Education

ATTEST:

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Susan Meek, Secretary, Board of Education

Accepted by Purchaser:

BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY

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