

EXHIBIT A TO RESOLUTION NO. 2025-106

**AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY
(City Purchaser)**

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant Land ☐ Conservation Easement

Property Address/APN: 1303 N Shields Street, Fort Collins, Colorado 80524

Seller: Board of County Commissioners of Larimer County, Colorado

Seller Signing Authority and Title: Board Chair

Seller Phone Number/Email: 970-498-5907 / jmjohnson@larimer.org

Seller Mailing Address: 200 W. Oak Street
Fort Collins, CO 80521

Purchaser: City of Fort Collins, Colorado, a municipal corporation

Purchaser Signing Authority and Title: Kelly DiMartino, City Manager

Purchaser Phone Number/Email: 970-227-0640 / wflowers@fcgov.com

Purchaser Mailing Address: City of Fort Collins, Real Estate Services
P.O. Box 580
Fort Collins, Colorado 80522

Title Company: Heritage Title Company

Title Company Phone Number/Email: 970-494-5910 / nmcfarland@heritagetco.com

Title Company Mailing Address: 3491 E. Harmony Road, Ste. 110
Fort Collins, CO 80528

Consideration

Purchase Price: \$1,690,000.00

Earnest Money Deposit: \$100,000.00

Other (see Exhibit C for specifics): N/A

Effective Date: Click or tap to enter a date. 11/12/2025

Inspection Deadline: November 18, 2026

Closing Date: December __, 2026

- ☒ **Exhibit A** - Property Legal Description (# of pages): 1
- ☒ **Exhibit B** - Form of Conveyance Deed (# of pages): 3
- ☐ **Exhibit C** - Special Terms and Conditions Addendum (# of pages): N/A
- ☐ **Exhibit D** - Lease Addendum (# of pages): N/A
- ☐ **Exhibit E** - Water Rights Addendum (# of pages): N/A
- ☐ **Exhibit F** - Mineral Rights Addendum (# of pages): N/A
- ☐ **Exhibit G** - Conservation Easement Addendum (# of pages): N/A

This **AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY** (the "Agreement") is made and entered into on the Effective Date by and between Seller and Purchaser. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

EXHIBIT A TO RESOLUTION NO. 2025-106

Purchaser, and Purchaser agrees to acquire from Seller, the Property as defined below on the terms and conditions set forth in this Agreement. This Agreement is also subject to any Exhibit A through G checked above, which is attached hereto and incorporated by this reference.

1. Description of Property. The real property which is the subject matter of this Agreement is that certain parcel of real property located in Larimer County, Colorado, which is legally described on Exhibit A (the "Property"). The Property includes all improvements located thereon and all of Seller's rights, title, and interest in and to all appurtenances thereto, including but not limited to the following:

A. Appurtenances Generally. The Property shall include all improvements now located thereon, including any fences, buildings, landscaping, and other improvements, and all fixtures of a permanent nature. In addition, the Property shall include all of Seller's right, title and interest in and to easements, rights-of-way, future interests, and rights to the same belonging and inuring to the benefit of the Property, and in and to all strips and gores of land lying between the Property and adjoining property or streets, roads or highways, open or proposed.

B. Taps. All water taps, gas taps, and sewer taps belonging or in any way appertaining to the Property.

C. Water Rights. All rights to place water to a beneficial use associated with the Property. Such rights include those that are: confirmed in a court decree; set forth in an agreement or contract; represented by shares in a corporation, such as ditch or reservoir company; confirmed in a well permit; and unadjudicated. Such water includes: the water of any natural stream or natural lake; the water of any ditch or reservoir; tributary and nontributary groundwater; and the water from any water provider.

D. Mineral Rights. Any and all interests in all minerals, ores, metals of any kind and character, and all coal, asphaltum, oil, gas, or other like substances, including sand and gravel, all geothermal resources in, on, or under the Property, and all other mineral rights as are owned by Seller at the time of this Agreement.

2. Purchase Price and Earnest Money Deposit.

☐ No Earnest Money Deposit is required in connection with this transaction, the mutuality of the promises of the parties hereto being deemed adequate consideration, and the entire amount of the Purchase Price, along with closing costs and customary prorrations, will be payable by Purchaser to Seller in immediately available funds at the time of closing, as hereinafter set forth; or

☒ Purchaser will make the Earnest Money Deposit indicated above within ten (10) days following the Effective Date by check or immediately available funds to the Title Company as part payment to Seller. The balance of the Purchase Price along with closing costs and customary prorrations, will be payable by Purchaser to Seller in immediately available funds at the time of closing, as hereinafter set forth.

EXHIBIT A TO RESOLUTION NO. 2025-106

3. Contingencies. This Agreement is contingent upon the following:

A. Appraisal. The Parties have obtained a joint appraisal, Report dated August 24, 2025, with an effective valuation date of July 28, 2025. The Parties have received copies of the appraisal and both represent they are satisfied with the mutually agreed upon Purchase Price..

B. Disclosures. Within ten (10) days following the Effective Date, and immediately upon any later discovery by Seller of any disclosure issue not previously submitted to Purchaser, Seller will provide to Purchaser a disclosure statement describing any and all issues with the Property known to Seller that would reasonably be considered material to whether or not Purchaser would decide to continue with the purchase of the Property or terminate this Agreement. Purchaser may object to any disclosed issue by providing to Seller written notice by the Inspection Deadline in accordance with paragraph 6 below.

C. Lead-Based Paint. Unless exempt, if the improvements, if any, on the Property include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, Seller shall provide Purchaser with a completed and signed Lead-Based Paint Disclosure form within ten (10) days following the Effective Date.

D. Title Insurance/Evidence of Title.

1. Within ten (10) days following the Effective Date, Purchaser will order a Title Insurance Commitment from the Title Company, together with copies of all documents of record related to exceptions identified in the Title Commitment (together referred to as the "Title Commitment"). The Title Commitment must show title to the Property in Seller's name, subject only to those exceptions set forth on Schedule B-2 to the Title Commitment that are acceptable to Purchaser. Purchaser is responsible for the cost of the Title Commitment and Title Insurance.

2. If the Title Commitment discloses title defects unsatisfactory to Purchaser and subject to which Purchaser need not take title, Purchaser may give Seller written notice of such defects by the date ten (10) days after Purchaser's receipt of the Title Commitment, and no later than ten (10) days after notice of any title change or discovery of any title defect not disclosed by the Title Commitment. Seller must attempt in good faith to cure such defects prior to closing, at its expense, without any other manner affecting the terms of this Agreement.

3. If any instrument or deposit is necessary in order to correct a defect in or objection to title, the following apply:

a) Any instrument will be in a form and contain terms and conditions the Title Company may reasonably require so as to be sufficiently satisfied and omit such defects or objection.

b) Any deposit will be made with the Title Company.

EXHIBIT A TO RESOLUTION NO. 2025-106

c) Seller agrees to execute, acknowledge, and deliver any required instrument and to make any required deposit.

4. If the Title Company refuses to omit any title defect or objection prior to closing, then Purchaser, at its election, has the right to:

a) Accept such title as Seller is able to convey, without any reduction of the purchase price; or

b) Rescind this Agreement and, upon such rescission pursuant to this paragraph, Purchaser will be entitled to the return of the amount of money theretofore paid to Seller or its agent. Upon such payment, this Agreement will be null and void and of no further effect, and all parties to this Agreement will be released from all obligations hereunder.

5. If Seller is unable to convey title as provided in this paragraph to Purchaser due to an act or omission of Seller, Seller is in default and continues to be liable under this Agreement.

6. Notwithstanding the foregoing:

a) Any title condition consisting of monetary liens, deeds of trust, or other financial encumbrances against the Property must be removed by Seller at or prior to closing, and Seller's failure to cause the removal of the same will constitute a default by Seller under this Agreement; and

b) In the event Seller fails to cause the removal of a financial encumbrance against the Property prior to closing, Purchaser has the right to pay amounts required to do so at closing, and to receive a credit for such payment against the Purchase Price.

E. Survey/Legal Description.

☒ The parties each acknowledge that a legal description of the Property is attached in Exhibit A and incorporated by reference into this Agreement, and each acknowledges having received a copy of any such description. The parties agree that it is their intent that the referenced legal description describes the Property except as otherwise expressly provided, and agree to work in good faith and cooperatively to correct technical errors that any such legal description is determined to contain; or

☒ Purchaser and ☒ Seller, will within one hundred twenty (120) days following the Effective Date, jointly acquire an updated, signed, and sealed (i) ALTA/ACSM boundary survey or (ii) Land Survey Plat ("Survey"). Purchaser and Seller will equally

EXHIBIT A TO RESOLUTION NO. 2025-106

share the cost of the survey. The Survey must include staked property corners and a plat describing courses and distances between the corners, and total acreage of the Property.

1. If Purchaser is not satisfied with the matters disclosed by the Survey, Purchaser may give written notice of the specific survey-related defects to Seller within ten (10) days following the date of receipt of the Survey. Seller may, by written notice within ten (10) days of receipt of the defect notice, elect to cure the survey defects or not to cure them.

2. Unless Seller elects to cure the survey defects, Purchaser may, by written notice at or before closing:

a) Expressly waive the survey defects and proceed to closing;

b) Terminate this Agreement; or

c) In its sole discretion, elect to cure the survey defects and apply a portion of the Purchase Price as is necessary to cause the removal of the survey defects, and the proceeds from this transaction to be otherwise distributed to Seller upon closing is reduced by that applied amount.

3. If Seller elects to cure the survey defects, Seller may postpone closing for a reasonable period of time not to exceed sixty (60) days. Seller shall promptly provide written notice to Purchaser of any such required postponement of closing at the time of Seller's election to cure pursuant to paragraph 3.E.1. If, after making that election, Seller is unable to cure within the time allowed, Purchaser will be entitled to proceed in accordance with the options stated in subparagraphs 3.E.2a through 3.E.2c above.

4. Seller and Purchaser agree to update the legal description of the Property or any portion thereof to be conveyed hereunder as required to correct errors in the legal description identified by the Survey.

4. Representations of Seller. Seller represents and warrants, as of the Effective Date and as of closing that, to the best of Seller's knowledge:

A. There is no litigation proceeding, including but not limited to, any eminent domain proceeding, pending (or to Seller's knowledge threatened) against, or relating to any part of the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action.

B. Seller has not received notice of, and to the best of Seller's knowledge, there are no violations of any laws, orders, regulations, or requirements of any governmental authority affecting all or any part of the Property.

C. Seller has the unconditional right and power to execute and deliver this Agreement and to consummate the transaction(s) contemplated by this Agreement.

EXHIBIT A TO RESOLUTION NO. 2025-106

D. Seller has not received notice of default or breach by Seller of any of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Property or any portion thereof; no default or breach now exists or will exist at the time of closing; and no event or condition has occurred and is continuing that, with or without notice and/or the passage of time, will constitute such a default or breach.

E. Seller represents that it has provided to Purchaser all environmental reports and any other documentation in Seller's possession related to the Property.

5. Seller's Environmental Representations. Seller represents and warrants as of the Effective Date and as of closing, that, to the best of Seller's knowledge:

A. The Property has never been used as a landfill, waste dump, or mine.

B. No property in the vicinity of the Property has ever been used as a landfill, waste dump or mine.

C. There has been no installation in, or production, release, disposal, or storage in the vicinity of the Property of any hazardous material, hazardous waste or other toxic or regulated substances by any owner, tenant or previous owner or previous tenant, or any other activity which could have resulted in an environmental condition requiring investigation or remediation on the Property.

D. There is no anticipated, threatened, or pending proceeding or inquiry by any governmental authority or agency with respect thereto.

6. Inspection. Purchaser or any designee of Purchaser has the right to make inspections of the physical condition of the Property and the improvements located thereon at Purchaser's expense. These inspections may include, but are not limited to, environmental assessments and inspections regarding compliance with any building or fire code, environmental protection, pollution or land use or zoning laws, rules, or regulations, including, but not limited to, any laws relating to the disposal or existence of any hazardous substance or other regulated substance in or on the Property. If Purchaser does not provide to Seller written notice of any unsatisfactory condition, as determined in Purchaser's sole discretion, signed by an authorized representative of Purchaser, on or before the Inspection Deadline, Purchaser waives any objection to the physical condition of the Property and the improvements located thereon as of that date. If Purchaser provides written notice of any unsatisfactory condition, signed by an authorized representative of Purchaser, to Seller on or before the Inspection Deadline, and Seller does not cure such conditions prior to closing, Purchaser may terminate this Agreement. Upon such termination, all payments and things of value received hereunder by Seller must be returned to Purchaser within ten (10) days. Purchaser is responsible and will pay for any damage that occurs to the Property and the improvements located thereon as a result of these inspections.

7. Maintenance of the Property/Title. Seller must keep, or cause to be kept, the Property in its condition as of the Effective Date until closing, subject to normal wear-and-tear and seasonal

EXHIBIT A TO RESOLUTION NO. 2025-106

changes, and agrees not to commit or permit waste thereon. Seller must not cause or permit new liens, easements, or other encumbrances on the title to the Property, except as expressly agreed by Purchaser in writing.

8. Risk of Loss. Seller shall bear all risk of loss with respect to the Property up until closing in accordance with this Agreement. In the event of damage to any portion of the Property by fire or other casualty prior to closing, then this Agreement may be terminated at the option of Purchaser. This option shall be exercised, if at all, by Purchaser's written notice thereof to Seller within ten (10) days after receipt of written notice from Seller of such fire or other casualty. Upon the exercise of such option to terminate, this Agreement shall become null and void and neither party shall have any further liability or obligations hereunder, except as otherwise provided in this Agreement. If Purchaser does not elect to terminate, Seller shall assign and transfer to Purchaser at closing all of Seller's right, title and interest in and to all insurance proceeds or other compensation paid or payable to Seller on account of such fire or casualty together with the amount of the deductible relating thereto.

9. Closing. All references to "close" or "closing" in this Agreement are deemed to mean the successful transfer of title of the Property from Seller to Purchaser. The parties agree to close on or before the Closing Date at the office location of the Title Company or at such other reasonable time, date, or location as the parties may mutually agree. All Title Company escrow fees shall be paid by Purchaser. If the close does not occur on or before the Closing Date, then the remedies on default pursuant to paragraph 15 below shall apply.

10. Proration. Real property taxes and assessments and similar expenses, in accordance with local practice, will be prorated as of the date of closing.

11. Method of Conveyance. Seller will convey the real property portion of the Property to Purchaser at the time of closing by deed in the form attached hereto as Exhibit B. The personal property portion of the Property, if any, shall be transferred to Purchaser by Seller at the time of closing by bill of sale or other appropriate transfer document, free and clear of all liens and encumbrances.

12. Possession. Seller will deliver possession of the Property to Purchaser upon closing.

13. Brokers.

☒ Seller and Purchaser each represent and warrant to the other that such party has not employed, retained, or consulted any broker, agent, or other real estate professional with respect to the Property; or

☐ Seller has retained a real estate broker and shall be and hereby is solely responsible for paying any and all commission due as a result of this sale transaction to said broker. Purchaser has engaged the services of William C. Flowers, REALTOR®, licensed Employing Broker in the State of Colorado and classified employee of the City of Fort Collins, Real Estate Services. Any and all commissions due, shall be paid in accordance with a brokerage cooperation/compensation

EXHIBIT A TO RESOLUTION NO. 2025-106

agreement. To the extent permitted by law, Seller and Purchaser, each indemnify and hold the other harmless from and against all claims, demands, causes of action, debts, liabilities, judgments, and damages, including, without limitation, any related litigation expenses that may be asserted or recovered against the other on account of any breach of this representation and warranty.

14. 1031 Exchange. If Seller requests, Purchaser agrees to make reasonable efforts to cooperate with Seller in the achievement of a tax-deferred real estate exchange pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations implementing that Section. In particular, Purchaser may be asked, and Purchaser hereby agrees, to cooperate in and consent to the assignment of Seller's rights in this Agreement for the purpose of such an exchange. Purchaser shall not be required to incur any additional liability or expense in connection with Seller's tax-deferred exchange transaction.

15. Remedies on Default. If any note or check received as the Earnest Money Deposit hereunder or any other payment due hereunder is not paid, honored, or tendered when due, or if any other obligation hereunder is not performed as herein provided, the remedies are:

A. If Purchaser is in default, then the Earnest Money Deposit, if any, is forfeited by Purchaser and may be retained by Seller, and both parties will be released from all obligations under this Agreement. It is agreed that the Earnest Money Deposit is liquidated damages and is Seller's sole and only remedy for Purchaser's failure to perform the obligations of this Agreement. Seller may recover direct damages as may be proper and Seller expressly waives the remedies of specific performance and additional damages.

B. If Seller is in default, Purchaser may elect to treat this Agreement as terminated, in which case all payments and things of value received hereunder will be returned to Purchaser, and Purchaser may recover such damages as may be proper, or Purchaser may elect to treat this Agreement as being in full force and effect, and Purchaser will have the right to an action for specific performance or damages, or both.

16. Litigation Expenses. In the event any party defaults in any of its covenants or obligations, and a party not in default commences and prevails in any legal or equitable action against the defaulting party, the defaulting party expressly agrees to pay all reasonable expenses of the litigation, including a reasonable sum for attorneys' fees or similar costs of legal representation.

17. Governing Law/Venue. The parties intend and agree that this Agreement is to be construed and enforced according to the laws of Colorado, and that venue in any proceeding related to the subject matter of this Agreement will be in Larimer County, Colorado.

18. Recommendation of Legal and Tax Counsel. By signing this Agreement, Seller acknowledges that Seller has been advised that this Agreement has important legal consequences, and has received the recommendation to consider the examination of title and consultation with legal and tax or other counsel before signing this Agreement.

19. Notices. Any notice or other communication given by either party to the other relating to this Agreement must be in writing and shall be deemed given (i) when delivered personally; (ii)

EXHIBIT A TO RESOLUTION NO. 2025-106

on the first business day which is three (3) days following mailing by certified mail, return receipt requested or with tracking, and postage prepaid; or (iii) the next business day after sending by a nationally recognized overnight delivery service and addressed to the party at its respective address as set forth above.

20. Headings. Paragraph headings are used for convenience of reference and in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

21. Construction. Words of the masculine gender include the feminine and neuter gender and when the sentence so indicates, words of the neuter gender refer to any gender. Words in the singular include the plural and vice versa. Definitions of defined terms are intended to apply throughout this Agreement. This Agreement is to be construed according to its fair meaning, and as if prepared by all parties, and is deemed to be and contain the entire understanding and agreement between the parties.

22. Binding Effect/Joint and Several Liability. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, administrators, successors, and assigns. If Seller consists of more than one individual or entity, each such individual or entity is jointly and severally liable for any and all obligations of Seller hereunder.

23. Time is of the Essence. It is agreed that time is of the essence of this Agreement and each and every provision.

24. Time Frames. All periods and time frames referred to in this Agreement shall be defined as calendar days and not business days.

25. Assignment. This Agreement must not be assigned by either of the parties hereto without the prior written consent of the other party.

26. Entire Agreement, Modification. This Agreement constitutes the entire contract between the parties relating to the conveyance of the Property, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement will be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

27. Counterpart, Facsimile, and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Signatures may be delivered by facsimile copy or electronic format. Facsimile and electronic signatures are binding on the parties as if they were originals.

28. Recording. Purchaser ☐ may or ☒ may not record this Agreement in the real property records of the Larimer County Clerk and Recorder.

29. Authority. Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement in his or her individual or representative capacity as

EXHIBIT A TO RESOLUTION NO. 2025-106

indicated.

30. Appropriation. To the extent this Agreement or any provision in it requires payment of any nature in fiscal years subsequent to the current fiscal year and constitutes a multiple fiscal year debt or financial obligation of the Purchaser, it shall be subject to annual appropriation by Fort Collins City Council.

31. Council Approval. As this Agreement is an intergovernmental agreement under Section 1-22 of the Code of the City of Fort Collins, Council approval of this Agreement is required. Purchaser may terminate this Agreement without penalty and without further obligation and receive the Earnest Money Deposit back if the Fort Collins City Council does not approve this Agreement on or before December 2, 2025.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.



SELLER:

Board of County Commissioners Larimer County, Colorado

Kristin Stephens
Chair

ATTEST:

[Signature]
Deputy Clerk of the Board
Date: 11/14/2025

APPROVED AS TO FORM:

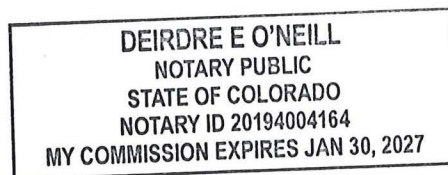
[Signature]
Deputy County Attorney
Date: 10/22/2025

STATE OF COLORADO)
) ss
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 4 day of November, 2025, by Kristin Stephens as Chair of the Board of County Commissioners, Larimer County, Colorado.

Witness my hand and official seal.

[Signature]
Notary Public



My Commission expires: 01/30/2027

EXHIBIT A TO RESOLUTION NO. 2025-106

11/17/2025

Date

PURCHASER:

City of Fort Collins

DocuSigned by:
Kelly DiMartino

0B86D5871D89400...
Kelly DiMartino, City Manager

ATTEST:

DocuSigned by:
D Colderon

934E243B639B429...
City Clerk

D Colderon

(Print Name)

Signed by:


APPROVED AS TO FORM:

DocuSigned by:
Ted Hewitt

0071938290D24D5
Assistant City Attorney

Ted Hewitt

(Print Name)

EXHIBIT A TO RESOLUTION NO. 2025-106

EXHIBIT A

Property Legal Description

Address: 1303 N Shields Street, Fort Collins, Colorado 80524

Parcel Numbers: [1] 97031-00-947, [2] 97031-00-920

Legal Description: [1] TR IN NE 1/4 3-7-69, [2] TR IN NE 1/4 3-7-69 DESC: BEG AT PT FROM WH E 1/4 COR IS N 89 31' 30" E 30 FT, S 0 19' 30" E 661.42 FT, TH S 89 31' 30" W 370 FT, N 0 19' 30" W 20 FT, N 89 31' 30" E 370 FT, S 0 19' 30" E 20 FT TPOB

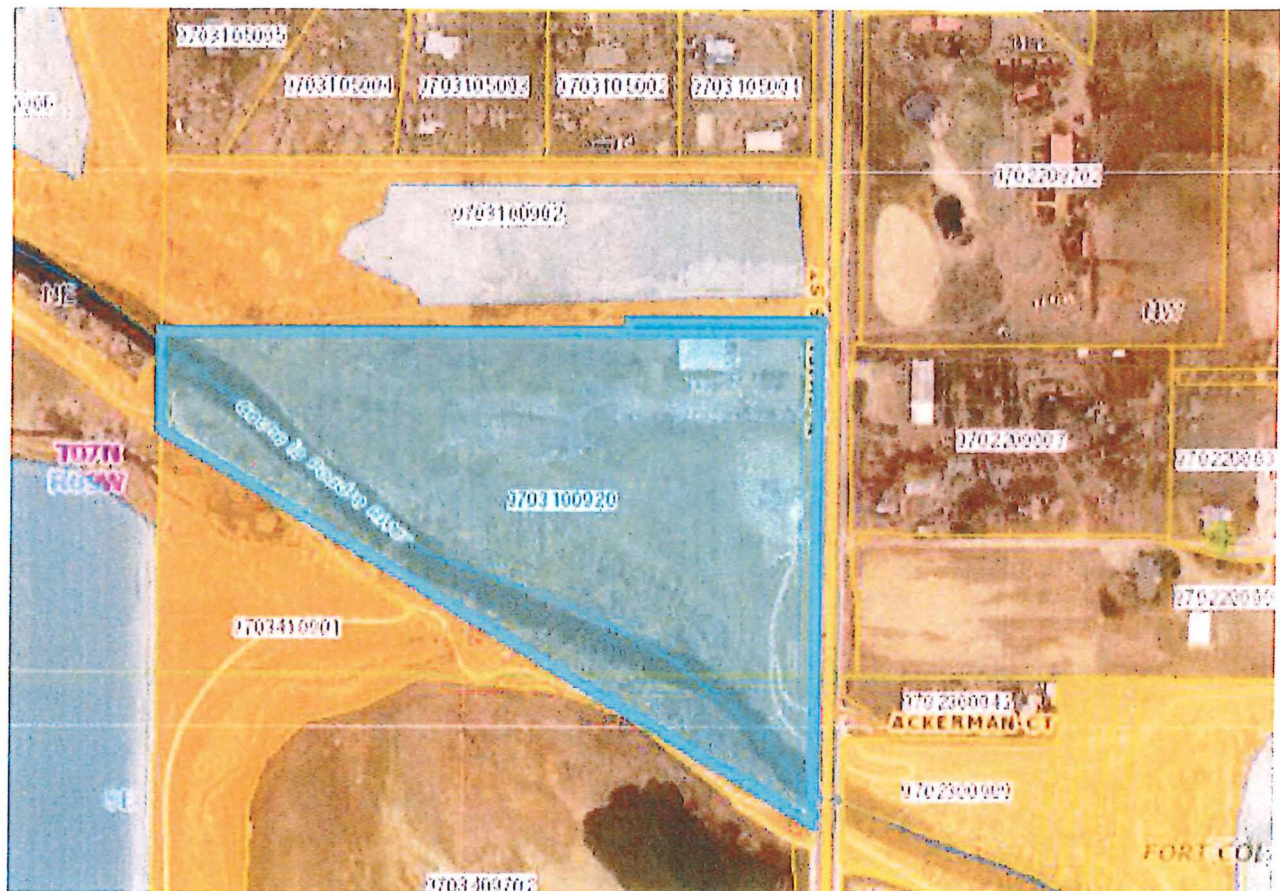


EXHIBIT A TO RESOLUTION NO. 2025-106

EXHIBIT B

General Form of the Special Warranty Deed

**SPECIAL WARRANTY
DEED**

Grantor: Board of County Commissioners of Larimer County, Colorado

Grantor Signing Authority and Title: Click or tap here to enter text.

Grantor Mailing Address: 200 W. Oak Street, Fort Collins, CO 80521

Grantee: City of Fort Collins, Colorado, a municipal corporation

Grantee Signing Authority and Title: Kelly DiMartino, City Manager

Grantee Mailing Address: P.O. Box 580, Fort Collins, Colorado 80522

Effective Date: Click or tap to enter a date.

Consideration: One Million Six Hundred Ninety Thousand Dollars (\$1,690,000.00)

Exhibit A (number of pages): One (1)

Exhibit B (number of pages): One (1)

This **SPECIAL WARRANTY DEED** is made on the Effective Date between Grantor and Grantee.

WITNESSETH:

That Grantor, for and in consideration of the sum of the Consideration above and other good and valuable consideration to Grantor in hand, paid by Grantee, the receipt and adequacy of which are hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey, and confirm unto Grantee and Grantee's successors and assigns forever, those certain parcels of real property, together with all improvements, if any, situate, lying, and being in the County of Larimer, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference, which real property shall be hereinafter referred to as the "Property".

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

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances unto Grantee and its successors and assigns forever. And Grantor, for itself and its personal representatives, successors and assigns, does covenant, grant, bargain, and agree to and with Grantee and its successors and assigns, that at the time of the enrolling and delivery of these presents Grantor is well seized of the Property; has good, sure, perfect, absolute, and indefeasible estate in law, in fee simple; has good right, full power, and lawful authority to

EXHIBIT A TO RESOLUTION NO. 2025-106

grant, bargain, sell, and convey the same in manner and form as aforesaid; that, except as hereinafter provided, the same are free from all former and other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever; and the Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee and Grantee's successors and assigns against all and every person or persons lawfully claiming the whole or any part thereof by, through or under Grantor, subject to all existing easements and rights-of-way in place or of record; any restrictions, reservations, or exceptions contained in any United States or State of Colorado Patentsof record; all zoning and other governmental rules and regulations; statutory lien rights resulting from the inclusion of the Property in any special taxing or improvement districts; all oil, gas or other mineral reservations or exceptions of record; and general property taxes, assessments, and charges for the year as dated below by Grantor and all subsequent years. Grantor's warranty of title is further subject to the encumbrances set forth on **Exhibit B**, attached hereto and incorporatedherein by this reference.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written below.

County,



GRANTOR:

Board of County Commissioners Larimer

Colorado

Kristin Stephens
Chair

ATTEST:

[Signature]
Deputy Clerk of the Board
Date: 11/4/2025

APPROVED AS TO FORM:

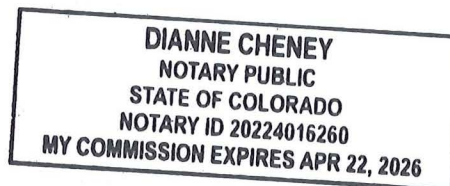
[Signature]
Deputy County Attorney
Date: 10/22/2025

STATE OF COLORADO)
) ss
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 4th day of November, 2026, by Kristin Stephens as Chair of the Board of County Commissioners, Larimer County, Colorado.

Witness my hand and official seal.

Dianne Cheney
Notary Public



My Commission expires: April 22, 2026

EXHIBIT A TO RESOLUTION NO. 2025-106

ACCEPTED BY GRANTEE:

Date

Kelly DiMartino, City Manager

ATTEST:

City Clerk

(Print Name)

APPROVED AS TO FORM:

Assistant City Attorney

(Print Name)

EXHIBIT A TO RESOLUTION NO. 2025-106

EXHIBIT A

To the Special Warranty Deed

Address: 1303 N Shields Street, Fort Collins, Colorado 80524

Parcel Numbers: [1] 97031-00-947, [2] 97031-00-920

Legal Description: [1] TR IN NE 1/4 3-7-69, [2] TR IN NE 1/4 3-7-69 DESC: BEG AT PT FROM
WH E 1/4 COR IS N 89 31' 30" E 30 FT, S 0 19' 30" E 661.42 FT, TH S 89 31' 30" W 370 FT, N 0
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EXHIBIT A TO RESOLUTION NO. 2025-106

EXHIBIT B

To the Special Warranty Deed

Encumbrances

To be replaced upon receipt of a title commitment