

## AGREEMENT FOR CONVEYANCE OF REAL PROPERTY

This Agreement for Conveyance of Real Property (“Agreement”) is made and entered into this 25th day of July, 2022 by and between the City of Pueblo, a Colorado municipal corporation (hereinafter “City”) and NeighborWorks Southern Colorado, Inc., a Colorado nonprofit corporation (hereinafter “NeighborWorks”). City and NeighborWorks are sometimes referred to herein as a “Party” and collectively, as the “Parties.”

### Recitals

WHEREAS, NeighborWorks is the owner of approximately 80 acres of unimproved land located north of 24<sup>th</sup> Street and east of Pueblo Boulevard on the westside of the City of Pueblo;

WHEREAS, on April 25, 2022, by Ordinance No. 10165, the City Council of the City approved a subdivision of NeighborWorks’ real property known as the Pikes Peak Park subdivision;

WHEREAS, the Pikes Peak Park subdivision will be a mixed-use, mixed-income neighborhood which will provide permanent affordable housing to residents of the City;

WHEREAS, the City desires to build a fire station in the Pikes Peak Park subdivision and NeighborWorks is willing to provide a parcel of real estate to the City for such purpose; and

WHEREAS, the Parties desire to confirm their mutual understandings with respect to this conveyance of real property in this Agreement.

### Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NeighborWorks and City agree as follows:

1. Incorporation of Recitals. The recitals set forth above are fully incorporated into and made a part of this Agreement by reference.

2. Property Defined. NeighborWorks agrees to bargain, sell and convey to the City and the City agrees to purchase upon the terms and conditions set forth herein that certain plat, piece, and parcel of land having the following legal description:

Lot 1, Block 11, Pikes Peak Park, Filing No. 1  
County of Pueblo, State of Colorado (the “Property”).

3. Conveyance. NeighborWorks shall convey the Property to City by Special Warranty Deed (“Deed”) subject to the zoning and subdivision regulations and resolutions of the City of Pueblo and the Permitted Exceptions (as hereinafter defined).

4. Purchase Price and Terms. The Purchase Price for the Property shall be Ten and 00\100 U.S. Dollars (\$10.00) payable at Closing (as hereinafter defined).

5. Evidence of Title.

(a) Title Commitment and Policy. Prior to the Closing Date (as defined in Paragraph 7 below) City shall order and obtain, at City's expense, a current commitment for extended coverage title insurance in the amount of \$50,000.00, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by City and reasonably acceptable to NeighborWorks authorized to issue title insurance in the State of Colorado (the "Title Company"), on the current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to City and NeighborWorks. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to City the owner's title insurance policy referred to above (the "Title Policy"), issued by the Title Company insuring City's title to the Property consistent with the Title Commitment and subject only to taxes and assessments for the year of Closing and subsequent years. At Closing, City shall pay the premium for the Title Policy. City may obtain such other endorsements to the Title Policy as City desires, at the expense of City. NeighborWorks shall cooperate and provide such affidavits or certificates as may be reasonably required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

(b) Title Defects and Objections. City will have twenty (20) days from the date of receipt of the Title Commitment and Survey, whichever shall last occur, but in no event later than the expiration of the Inspection Period (as defined in Paragraph 6 below), to notify NeighborWorks in writing of any objections to any items identified in the Title Commitment, or of any other objections as to title matters. NeighborWorks will have until fifteen (15) days after receipt of City's written objections ("NeighborWorks's Cure Period") to elect, at its reasonable discretion, to cure all items to which City has objected, cause such items to be modified in a manner which is reasonably satisfactory to City or to advise City that NeighborWorks does not intend to cure such items. Alternatively, within the NeighborWorks's Cure Period, City at City's cost may elect to obtain one or more endorsements to the Title Commitment, in a form reasonably acceptable to City, providing title insurance protection with regard to any objections raised by City. If NeighborWorks fails to cure to the reasonable satisfaction of City any written objection by City of which NeighborWorks has been given notice in accordance with this subparagraph (b), or elects not to cure, then City may elect, as its sole remedy to either (i) waive the objection by written notice to NeighborWorks within ten (10) days after expiration of NeighborWorks's Cure Period and proceed to Closing as herein provided, or (ii) terminate this Agreement by written notice to NeighborWorks, in which case the Parties will be released from all obligations hereunder, except for any obligations that expressly survive the termination of this Agreement. City will have ten (10) business days after receipt of any amendment or update to the Title Commitment to object to any changes in the same fashion as objections to the initial Title Commitment under this subparagraph (b). Anything above to the contrary notwithstanding, NeighborWorks shall be obligated to, and shall cause all financing,

mortgage, judgment, and tax liens to be removed as title exceptions prior to or concurrently with Closing.

6. Inspection. Commencing on the Effective Date of this Agreement and continuing for thirty (30) days thereafter (the "Inspection Period"), City, its agents, consultants, and employees, shall have the right to enter and access the Property at reasonable times and upon reasonable advance notice for the purpose of making such inspections, studies, tests and investigations ("Testing") as City may elect and which it deems necessary to determine the suitability of the Property for City's intended use. All such Testing shall be performed by City or its agents or employees at City's sole cost and expense. City shall indemnify, defend and hold NeighborWorks and the Property harmless from and against any and all direct costs, liabilities, claims, demands, actions and expenses arising from or in connection with such Testing and, in the event City does not close on the purchase of the Property, City shall repair any damage to the Property or improvements thereon caused by such Testing. This indemnification shall not be deemed to apply to costs, liabilities, claims, demands, actions, or expenses arising from NeighborWorks's negligent acts or omissions or any pre-existing condition (including, without limitation, environmental conditions) within the Property. If City is not satisfied with the physical condition of the Property, City may terminate this Agreement by written notice given to NeighborWorks prior to the expiration of the Inspection Period.

7. Date of Closing. The closing of City's purchase of the Property ("Closing") shall take place within sixty (60) days after the Effective Date of this Agreement or at an earlier date as mutually agreed to by the Parties ("Closing Date") and the hour and place of Closing shall be mutually agreed upon by the Parties.

8. Transfer of Title. Subject to payment of the Purchase Price, compliance by City with the other terms and provisions hereof, and the occurrence or waiver by City of the Conditions Precedent to Closing defined and described in Paragraph 9, NeighborWorks shall execute and deliver to City at Closing a Special Warranty Deed conveying marketable fee simple title to the Property free of financing, mortgage, judgment and tax liens, subject to: (i) the Permitted Exceptions which shall include all matters shown on the Title Commitment accepted by City; (ii) distribution for utility and other easements; (iii) those rights, if any, of third parties in the Property not shown by the public records in accordance with this Agreement; (iv) inclusion of the Property within any special taxing district; and (v) subject to building, zoning, and subdivision regulations.

9. Additional Conditions Precedent to Closing. The sale and purchase contemplated by this Agreement is contingent upon occurrence of all the following prior to Closing Date (collectively, the "Conditions Precedent to Closing"):

(a) City Council of City, as its governing body, approving this Agreement on or before Closing.

(b) The results of inspection and testing do not indicate any conditions which are deemed unacceptable to City, in City's sole and absolute discretion.

In the event any of the Conditions Precedent to Closing are not satisfied on or before five (5) days before the Closing Date, City may by notice given to NeighborWorks not less than least five (5) days prior to Closing Date that City will: (i) waive any or all of the above conditions in

writing delivered to NeighborWorks and close the sale and purchase of the Property, or (ii) elect to terminate this Agreement, in which event each party will be released from all obligations under this Agreement.

10. Closing Costs, Documents and Services. City and NeighborWorks shall sign and complete all customary or required documents at or before Closing. All fees for the real estate closing services, if any, shall be paid by City at Closing.

11. Prorations. City shall assume and be responsible for all general taxes and assessments on the Property for the calendar year immediately preceding Closing. NeighborWorks shall be responsible for taxes and assessments on the Property for all prior years.

12. Possession. Possession of all portions of the Property shall be delivered to the City as of the Closing Date.

13. Time of Essence/Default and Remedies. Time is of the essence hereof. If any obligation required to be performed prior to Closing (and including the obligation to close) is not performed there shall be the following exclusive remedies:

(a) If City is in Default: In the event City defaults in the performance of its obligations hereunder, NeighborWorks shall have the right to (i) terminate this Agreement by written notice to City or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained, or such obligations enforced by injunction, without the posting of a bond, at the instance and request of NeighborWorks without the showing of any special damages or an inadequate remedy at law.

(b) If NeighborWorks is in Default: In the event NeighborWorks defaults in the performance of its obligations hereunder, City shall have the right to (i) terminate this Agreement by written notice to NeighborWorks or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained, or such obligations enforced by injunction, without the posting of a bond, at the instance and request of City without the showing of any special damages or an inadequate remedy at law.

(c) Costs and Attorneys' Fees. Anything to the contrary herein notwithstanding, in the event of any action or litigation arising out of this Agreement, the court shall award to the substantially prevailing party all reasonable costs and expenses, including reasonable attorneys' fees. Exclusive venue and jurisdiction for any such litigation shall be in the District Court in and for Pueblo County, Colorado and to the maximum extent permitted by law, City and NeighborWorks hereby waive their right to a trial by jury. The provisions of this subparagraph (c) shall survive Closing or termination of this Agreement.

14. Representations and Warranties of NeighborWorks. NeighborWorks represents and warrants to City as follows:

(a) NeighborWorks has full power, capacity, and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by NeighborWorks under this Agreement and to perform its obligations hereunder.

(b) This Agreement has been, duly authorized, executed and delivered by NeighborWorks and constitutes the legal, valid, and binding obligation of NeighborWorks, enforceable against NeighborWorks in accordance with its terms.

(c) NeighborWorks is not a party to any judicial, administrative, arbitration or other similar proceedings relating in any manner to the Property or to NeighborWorks's interest therein or that may detrimentally affect NeighborWorks's ability to perform its obligations under this Agreement or the ability of persons who acquire portions of the Property to develop, own or operate the Property. NeighborWorks has not received notice of (and to NeighborWorks's knowledge there is no basis for) any pending or threatened claims, actions, suits, or other proceedings of the nature described in the immediately preceding sentence, nor are any such claims, actions, suits or other proceedings anticipated by NeighborWorks.

(d) To NeighborWorks's knowledge, there are no violations of laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions, or agreements applicable to the Property. NeighborWorks has not received notice from any governmental or other agency or any other person with respect to any such violations concerning the Property.

(e) There are no Agreements or other obligations outstanding for the sale, lease or transfer of all or any part of the Property.

(f) There is no default, nor has any event occurred which, with the passage of time, the giving of notice or both, would constitute a default under any agreement, contract, mortgage, deed of trust or other instrument which relates to NeighborWorks's interest in the Property, to the Property itself, or which affects the Property in any manner that would have a material adverse effect on the City.

(g) To the best of NeighborWorks's information, knowledge and belief: (i) the Property is in compliance with all applicable state and federal environmental laws, regulations, ordinances, rules and orders (collectively, "Environmental Laws"); (ii) there are no pending or threatened judicial or administrative proceedings of any kind with respect to the Property alleging the violation or potential violation of any Environmental Law nor any pending or threatened investigations of any matters relating to any Environmental Laws with respect to the Property; (iii) there exists no release or threatened release of any hazardous, toxic or otherwise regulated substance, waste, contaminant or material (collectively "Hazardous Materials"), as such terms are defined in any applicable Environmental Law, on, in or at the Property, or any part thereof; (iv) the Property has not been used as a dump site, a storage site for solid wastes or the location of above ground or underground fuel or storage tanks; and (v) that Hazardous Materials are not currently present on or have at any time been stored or used on the Property in violation of any Environmental Laws.

(h) NeighborWorks shall indemnify and hold City harmless and defend City from any loss, liability or expense, including reasonable attorneys' fees, incurred by City, or any claim made against City, by reason of NeighborWorks' breach of any of the foregoing representations or warranties.

(i) The provisions of this Paragraph 14 shall survive closing and the recordation of the Special Warranty Deed.

15. Representations and Warranties of City. City represents, warrants and covenants as follows:

(a) City has full power, capacity, and authority to execute and deliver this Contract and all other documents required to be executed and delivered by City under this Agreement and to perform its obligations hereunder.

(b) Subject to approval by City's City Council, this Agreement will have been duly authorized, executed and delivered by City and constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms.

(c) City shall commence design and development documents for the new fire station on the Property within one (1) year from the date of Closing. City shall commence the full buildout of the fire station within four (4) years from the date of Closing. In the event City fails to satisfy either of these conditions, City expressly agrees to sign a Special Warranty Deed conveying the Property back to NeighborWorks within 3 months after the expiration of either of these deadlines.

(d) City shall review architectural design and fit standards of the community.

(e) City shall indemnify and hold NeighborWorks harmless and defend NeighborWorks from any loss, liability or expense, including reasonable attorneys' fees, incurred by NeighborWorks, or any claim made against NeighborWorks, by reason of City's breach of any of the foregoing representations, warranties or any other act by City, its employees, agents, representative's or assigns with respect to the Property after Closing.

(f) The provisions of this Paragraph 15 shall survive closing and the recordation of the Special Warranty Deed.

16. NeighborWorks Covenants. Commencing on the Effective Date and until the first to occur of Closing or termination of this Agreement, NeighborWorks shall not (a) lease, sell, convey or further encumber any portion of the Property, (b) consent to any zoning or other change affecting the use of the Property, except for those requested or approved by City, or (c) cause any other changes which affect the condition of NeighborWorks's title to the Property or would otherwise be reasonably likely to adversely impact the condition of the Property or City's intended use thereof.

17. Notices. Any notice required or permitted to be given or delivered under this Agreement shall be in writing and shall be given by personal delivery, or by the United States

Postal Service, by registered or certified mail, postage prepaid, or reputable national overnight courier service:

(a) If to City, addressed to:  
Mayor  
1 City Hall Place, 2<sup>nd</sup> Floor  
Pueblo, CO 81003

with a copy to: City Attorney  
1 City Hall Place, 3<sup>rd</sup> Floor  
Pueblo, CO 81003

(b) If to NeighborWorks, addressed to:  
President/CEO  
NeighborWorks Southern Colorado, Inc.  
1241 E. Routt Ave.  
Pueblo, CO 81004

or to such other address or person as any Party may from time to time specify in a writing delivered to the other Party in the manner provided in this paragraph. Any notice shall be deemed delivered on the day on which personal delivery is effected or three (3) days after deposit in the mail in the case of registered or certified mail, and one (1) business day after deposit in the case of overnight courier.

18. Assignment. This Agreement and the rights granted to City hereunder may not be assigned by City without NeighborWorks' express, written consent, which consent may be withheld in the sole and absolute discretion of NeighborWorks. Except as so restricted, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

19. Modification. No subsequent modification of any of the terms of this Agreement shall be valid or binding upon the Parties or enforceable unless made in writing and signed by the Parties.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and any prior statements, representations or agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.

21. Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

22. Validity. If any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

23. Broker. City and NeighborWorks represent and warrant that they shall each pay

their respective brokers or real estate agents, if any, in connection with this transaction. NeighborWorks agrees to indemnify, defend, and hold City harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against City by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of NeighborWorks. City agrees to indemnify, defend, and hold NeighborWorks harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against NeighborWorks by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of City.

24. Applicable Law. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado (without giving effect to its choice of law principles).

25. Interpretation. Whenever the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

26. Survival of Representations. The representations, warranties, covenants and agreements of City and NeighborWorks in this Agreement are and shall be construed to be covenants running with the Property, shall survive the Closing of the transaction contemplated hereby and recordation of the Special Warranty Deed, may be enforced by either City or NeighborWorks after Closing Date, and shall not be merged or be deemed to be merged into the Special Warranty Deed.

27. Third Parties. City and NeighborWorks and their respective successors and permitted assigns are the only parties to this Agreement and are the only parties entitled to enforce this Agreement. Nothing contained in this Agreement, nor any provision hereof is intended to give or shall be construed to give or confer, directly or indirectly, or otherwise, upon any third party any right, remedy or benefit hereunder.

28. Counterparts and Facsimile Signatures. This Agreement may be executed in multiple counterparts, which taken together shall be deemed one original.

29. Exclusivity. In consideration of the time and resources which the City will devote to the transactions contemplated herein, NeighborWorks agrees that for a period of One Hundred Fifty (150) days after the effective date of this Agreement or the earlier termination of this Agreement, NeighborWorks will not, directly or indirectly, solicit, initiate or enter into discussions or transactions with, or encourage, or provide any information to, any individual, entity or group (other than to City and City's designees) concerning any sale or lease of the Property or any similar transaction or alternative. The provisions of this Paragraph shall not be construed to prohibit NeighborWorks or City from discussing the transaction contemplated herein with their attorneys or other consultants.

30. Limitations on Liability. In consideration of City entering into the Agreement, NeighborWorks waives and discharges City, its officers, agents, and employees from all claims for any and all monetary damages for breach of the Agreement. In the event of an alleged breach of the Agreement by the City, NeighborWorks's sole and exclusive remedy shall be to bring an

equitable action for specific performance in the District Court of Pueblo County, Colorado. In consideration of NeighborWorks entering into the Agreement, City waives and discharges NeighborWorks, its officers, agents, and employees from all claims for any and all monetary damages for breach of the Agreement. In the event of an alleged breach of the Agreement by NeighborWorks, City's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado.

31. Condition of Property. Except as otherwise expressly set forth herein, the Property is being conveyed to City "AS-IS, WHERE-IS" without any warranties with respect to the condition of the Property. City will personally inspect the Property during the Inspection Period to ascertain the condition thereof and is making this purchase without relying on any oral or written warranty or representation by NeighborWorks, or employees or agents of NeighborWorks, as to the condition of the Property, all of which are hereby disclaimed by NeighborWorks.

*[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]*

