

SPECIAL WARRANTY DEED AND BILL OF SALE

THIS SPECIAL WARRANTY DEED AND BILL OF SALE between **PARKER JORDAN METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111 (“**Grantor**”) and **CITY OF CENTENNIAL**, a Colorado home rule municipality, whose address is 13133 East Arapahoe Road, Centennial, Colorado 80112 (“**Grantee**”):

Grantor, for the consideration of the sum of TEN DOLLARS (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor and Grantee, hereby grants, sells and conveys to Grantee its right title and interest in the real property lying and being in the County of Arapahoe, State of Colorado, more particularly described as follows:

TRACT A,
PARKER JORDAN CENTENNIAL OPEN SPACE,
COUNTY OF ARAPAHOE,
STATE OF COLORADO.

TOGETHER with one hundred percent (100%) of all Grantor’s interest in all improvements, all personal property, all hereditaments and appurtenances thereon, including by way of example but not limited to those described in Exhibit A, attached hereto and incorporated herein by this reference, and the reversion and reversions, remainder and remainders, rents, uses 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 above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained for and described with the appurtenances and personal property, unto Grantee, and Grantee’s successors and assigns forever, unless, within forty years after the date of this Deed, Grantee fails to treat the property in the manner described in the Intergovernmental Agreement Regarding Parker Jordan Centennial Open Space Property entered into by and between Grantor and Grantee dated December 11, 2017, and recorded on December 12, 2017, at Reception No. D7140169 in the real property records of the Arapahoe County Clerk and Recorder (the “Agreement”). If Grantee fails to comply with that restriction, Grantor or its successor in interest shall have the right to reenter and take possession of its interest in the real property, provided, if Grantor or its successor in interest has not commenced action to reenter and take possession of the property within forty years after the date of this Deed as provided herein, the real property shall not have a restriction on its use and treatment by Grantee pursuant to this Deed.

TO HAVE AND TO HOLD the said premises above bargained for and described with the appurtenances and personal property, unto Grantee, and Grantee’s successors and assigns forever, subject to the terms and conditions of the Agreement.

EXHIBIT A

Improvements and Personal Property Conveyed to City of Centennial

- 13 Directional and Informational Signs (wire mesh with a log frame or post)
- 12 Log Post Signs (8 site name signs and 4 mile markers)
- 19 General Regulations Signs (restoration, carved rocks, Department of Labor)
- 3 Energi World Systems Exercise Stations
- 4 Picnic Areas (includes tables and benches)
- 12 Benches (a mix of benches made of log or log and stone)
- 12 Trash Cans (green and cedar)
- 4 Dog Waste Stations (includes signs and dog waste bags)
- Irrigation System (approximately 1,387 linear feet with 13 valves, backflow preventer, water tap, electrical system and other related equipment)
- Concrete Trail (approximately 5,344 linear feet)
- Crusher Fine Trail (approximately 11,066 linear feet)
- 1 kiosk/shelter with electronic interpersonal display and all related electrical equipment.