



September 17, 2025

City of Grand Junction
C/O Mike Bennett – City Manager
250 N. 5th Street
Grand Junction, CO 81501
mike.bennett@gjcity.org

Letter of Intent to Purchase TBD Lots of approximately .82 acres, 1.51 acres, 1.09 acres located West of 28 ¼ Road, North of Grand Avenue and South of Gunnison Avenue.

This letter represents a preliminary understanding between Vertikal (or ""Buyer") and the City of Grand Junction ("City" or "Seller"). This Letter of Intent ("LOI") outlines terms by which Vertikal, upon subdivision, may acquire from the City Lot(s) TBD-2, Lot TBD-4 and Lot TBD-5 totaling approximately 3.42 acres of land in the Grand View Commons subdivision also known as Salt Flats ("Property") for development of approximately 43 mixed -income affordable and attainable homes ("Project"). The Parties agree that the Buyer may purchase each Lot TBD individually or in aggregate.

1. **Property:** The Property also known as Lot(s) TBD 2, 4 and 5 totaling approximately 3.42 acres consists of a portion of parcel #2943-182-24-004, highlighted in the attached Exhibit A-1, Exhibit A-2 and Exhibit A-3.
2. **Intended Use:** Vertikal intends to develop approximately 43 detached homes, townhomes and accessory dwelling units to serve a population with an average income at or below 140% AMI ("Intended Use"). The estimated net developable acreage of 3.42 acres at a target density of 12.5 dwelling units/developable acre.
3. **Purchase Price:** The purchase price for the Property will be \$100 ("Purchase Price").
4. **Open of Escrow:** Escrow will be deemed open on the date when a fully executed Purchase and Sale Agreement and the Earnest Money Deposit has been delivered to the title company ("Escrow Agent") ("Escrow Opening Date"). Escrow Agent will advise Buyer and Seller in writing of the Escrow Opening Date, expiration of Buyer's Property Review Period date, Escrow Close Date and any other pertinent dates within Purchase Contract ("Critical Dates").
5. **Property Review Period:** Buyer shall have the right to have a one-hundred twenty (120) day Property Review Period commencing upon the later of Escrow Opening Date or Buyer's receipt of the Survey, legible Schedule B title report, and Seller Delivery Items. During the Property Review period Buyer will work to satisfy Conditions Precedent attached in Exhibit B, and may perform all necessary feasibility studies, reviews, investigations, and analysis,

including invasive testing. Access to site shall be granted within 24 hours of request by Buyer.

6. **Entitlement Period:** Buyer shall have eighteen (18) months from the expiration of the Property Review Period to pursue and achieve municipal approval of Buyer's site plan, subdivision and/or entitlements, and building permits("Development Approvals") for the Intended Use.
7. **Close of Escrow:** Close of Escrow shall occur thirty (30) days after the Entitlement Period. Buyer may elect to extend closing for two additional periods of ninety (90) days for \$20,000 for each extended period or portion thereof ("Extension Payment(s)"). Any Extension Payment(s) made by the Buyer is non-refundable and will not be applied to the Purchase Price. Buyer shall provide fifteen (15) days of notice to Seller prior to extending closing. All earnest money deposit(s) shall be applied to the Purchase Price.
8. **Escrow Agent and Title Company:** Land Title Guarantee Company, 2452 Patterson Road #100, Grand Junction, Colorado 81505.
9. **Title Commitment, Deed and Title Policy:** Promptly after Escrow Opening Date, Seller will provide to Buyer a title insurance commitment declaring the condition of title to the Property along with readable copies of all recorded documents including all exceptions to title that are described in Schedule B of the title commitment. Buyer will have until the expiration of the Property Review Period to disapprove said commitment in writing to Escrow Agent and Seller. Seller will also provide to Buyer at or prior to Escrow Close Date a Special Warranty Deed and a Standard Owners Title Insurance Policy in the amount of the full Purchase Price on the Property, subject only to matters of record approved by Buyer. Buyer will pay the cost of extended coverage.
10. **Plans, Other Documents:** The Seller will provide copies of all existing documents, reports, filings, CCR's, surveys, engineering assessments in Seller's possession or created before Close of Escrow and reasonably available to the Seller related to the Property within seven (7) days of the Escrow Opening Date ("Seller Delivery Items").
11. **Assessments/Pro-rations/Closing fees:** Buyer and Seller agree, at Close of Escrow, the Buyer will pay any closing costs and escrow fees. Seller will pay the cost for a Standard Owners' Title Insurance Policy and Buyer will pay the additional cost associated with the Extended Owners' Title Insurance Policy and any endorsements thereto.
12. **Commission/Representation:** Buyer represents that it has engaged not engaged as a buyer's representative broker in connection with this transaction.
13. **Broker Disclosure:** Certain principals and employees of Buyer or its affiliates may be licensed Colorado real estate brokers and salespersons. Buyer represents that it has not engaged a buyer's representative broker.

14. **Definitive Agreement:** This Letter of Intent and provisions set forth herein are not to be considered, by either the Buyer or the City, as comprising binding agreements, obligations or responsibilities. After execution of this Letter of Intent by Seller, the City and Buyer agree to negotiate in good faith to execute a Purchase and Sale Agreement which will set out the final terms and binding agreements of Buyer and the City, which will include, without limitation, provisions relating to closing documents, representations and warranties as provided herein and subject to final approval by the Buyer and a majority of the Grand Junction City Council.

If the foregoing accurately reflects a satisfactory arrangement upon which to negotiate a Purchase and Sale Agreement, please indicate your approval by your signature below.


Sincerely,

Walker Thrash
Managing Partner, Vertikal

AGREED AND ACCEPTED

Seller:

By: _____

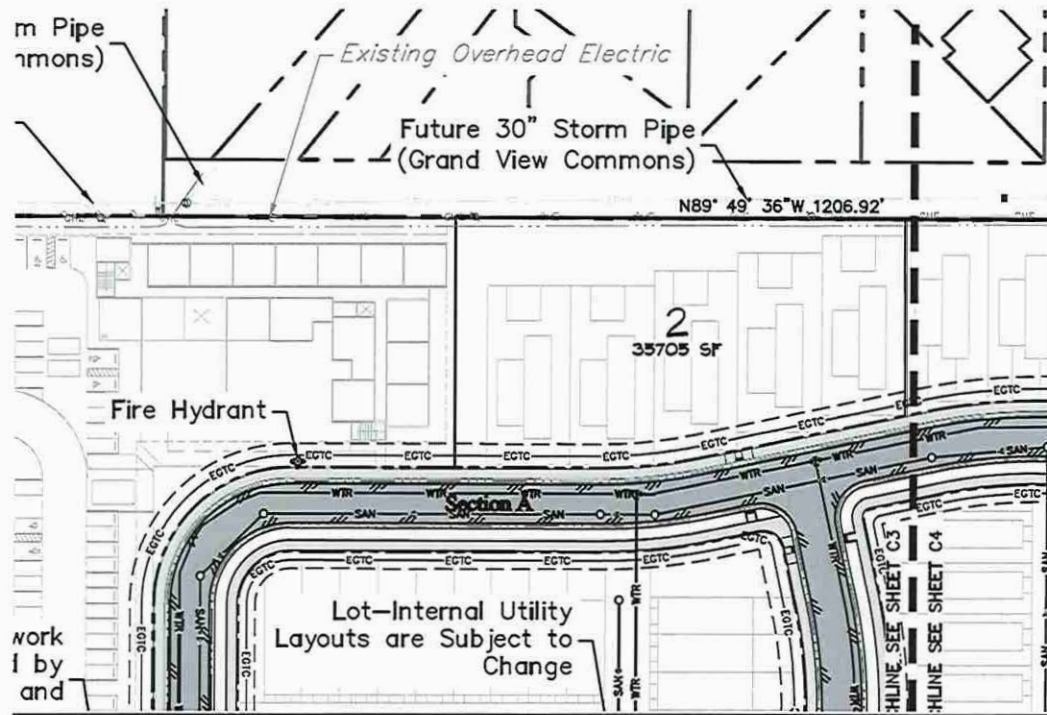


Name: Michael P. Bennett

Date: 9/18/2025

Salt Flat Development – LOT TBD-2 – 35,705 SF (Lot 2 on Pre-app Sketch Plan 08.07.2025)

Add legal and exhibit



Add legal and exhibit

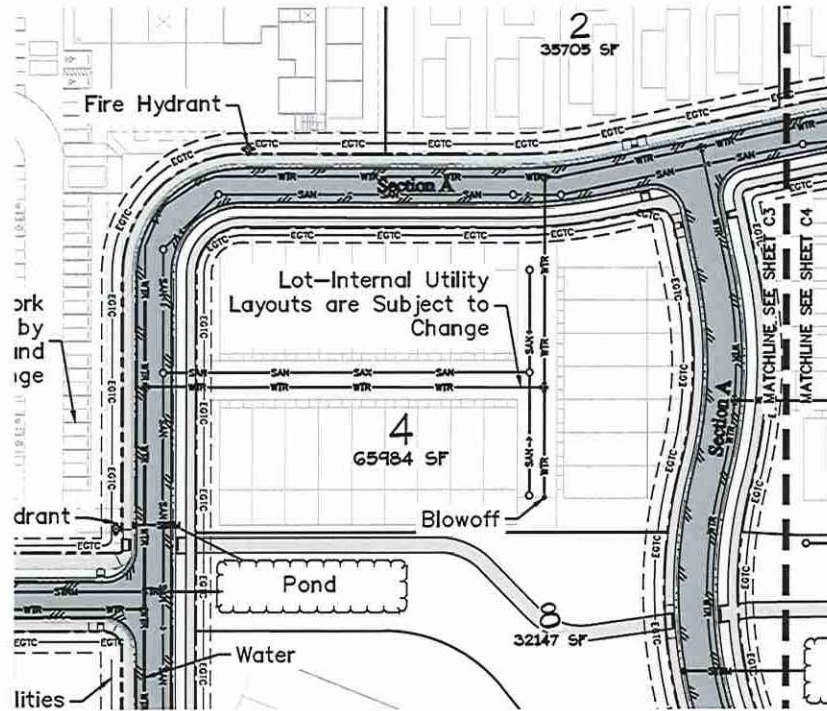


EXHIBIT A -1: Property

Salt Flat Development – LOT TBD-5 – 47,593 SF (Lot 5 on Pre-app Sketch Plan 08.07.2025)

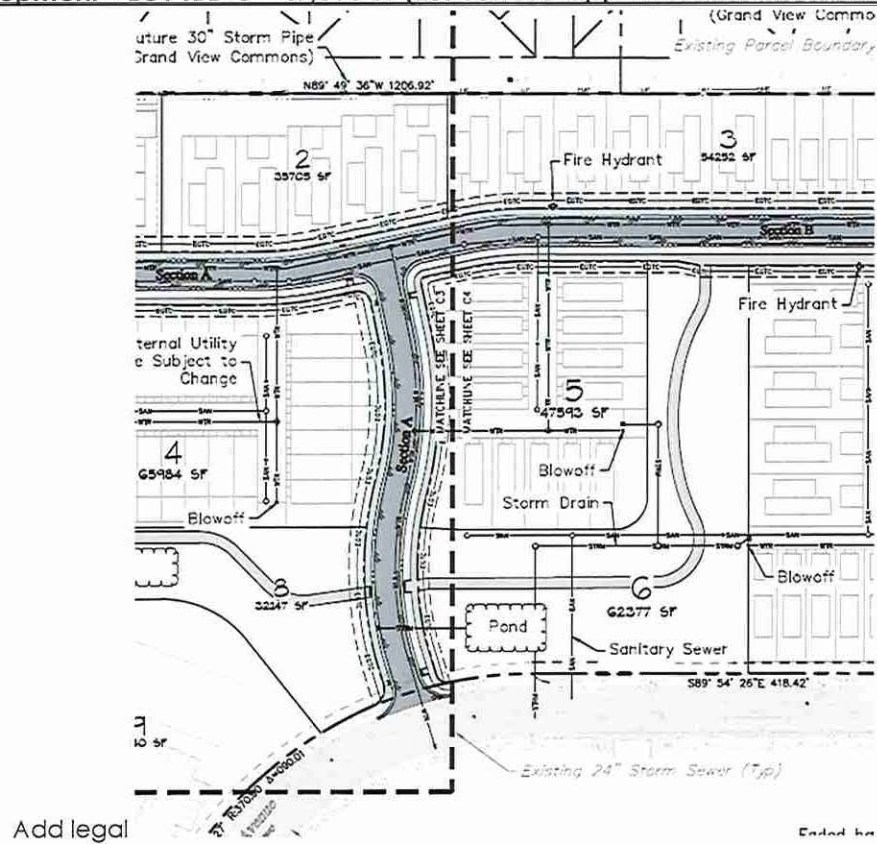


EXHIBIT B – Conditions Precedent

Buyer's obligation to purchase the Property will be contingent upon Buyer's determining (at its sole discretion) during the Property Review Period that:

1. **Due Diligence:** It is satisfied with its review of all documents provided to Buyer by Seller.
2. **Title:** It is satisfied with its review of the status of title to the Property.
3. **Environmental:** It is satisfied with the results of all environmental investigations, reports, studies, and tests.
4. **Easements:** It is satisfied with its review of all easement agreements, or any other agreements relating to the Property.
5. **Geotechnical:** It is satisfied with the results of all soil and other site engineering investigations, studies, and tests.
6. **Zoning:** It is satisfied that the Property is zoned RH-24, and acknowledges the use allows and limitations of such zoning district.
7. **Property Tax Rate:** It is satisfied with confirmation that the Property is assessed at the total millage rate of 70.702 mills.