

When recorded return to:  
Mountain Tots Preschool  
Attn: Jamie Woodworth  
236 W 3rd St.  
PO Box 333  
Eagle CO 81631

### BARGAIN AND SALE DEED

THIS DEED, dated Aug. 26, 2025, between Abrika Properties, LLC, a Florida limited liability company ("Grantor"), whose legal address is 8250 SW 27th Ave, Ocala, FL 34476 and Mountain Tots Preschool, a Colorado nonprofit corporation ("Grantee"), whose legal address is 236 W 3rd St., Eagle, Colorado 81631;

WITNESSETH, THAT, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, hereby sells and conveys to Grantee the following real property in the County of Eagle and State of Colorado, to wit:

See Exhibit A attached hereto;

With all its appurtenances (the "Property"), so long as the real property is used for the purpose of a childcare facility by a not-for-profit entity that prioritizes fifteen percent (15%) of its enrollment spots to residents of the residential development in Eagle named Haymeadow (the "Haymeadow Development") as such requirement are more thoroughly described below.

- Continuous Operation as a Not-For-Profit Childcare Facility.** The Property, beginning no later than 2027, shall be operated by a not-for-profit entity for the purposes of providing early childhood education and care, including both daycare and preschool services. If challenges such as financial difficulties, natural disasters, or regulatory changes arise, the facility will take commercially reasonable efforts to maintain continuous services. The facility will stay open consistently, with exceptions for holidays, periodic scheduled closures that shall not exceed three (3) weeks at a time, with no more than six (6) weeks per year, and temporary closures for emergencies or public health directives, and the facility shall remain compliant with all relevant local, state, and federal regulations applicable to childcare facilities, childcare operations and nonprofit organizations.
- Enrollment Priority for Haymeadow Development Residents.** As part consideration for this grant, fifteen percent (15%) of enrollment spots within the facility will be set aside for Haymeadow Development residents. Once headcount for the school reflects a total enrollment comprised of fifteen percent (15%) of Haymeadow Development residents for a school year, Haymeadow residents will receive equal consideration with the general public for any remaining new enrollment spots in accordance with standard application and acceptance procedures for the facility. For purposes of example and not limitation, if there were twenty (20) spots available at the facility and thirty (30) applications were submitted from Haymeadow Development residents, three (3) of those spots must be filled with Haymeadow Development residents, and the remaining seventeen (17) spots would be filled with Haymeadow Development residents and all other applicants in accordance with standard application and acceptance procedures without any de-prioritization of the remaining twenty-seven applications submitted by the Haymeadow Development residents.

The facility shall send an annual enrollment report to the owners' association organized to manage the Haymeadow Development (the "Haymeadow Association") by November 1st each year. This report will round all numbers to the nearest whole number and shall include:

- a. The total number of applications from Haymeadow Development residents and the total number of applications from the general public along with percentages.
- b. The actual number of Haymeadow Development residents enrolled in comparison to the general public along with percentages.
- c. Any other details pertinent to the report or requested by the Haymeadow Association to verify compliance terms set forth herein.

**3. Breach, Power of Attorney and Land Lease.**

- a. If Grantee fails to operate the facility, once opened, on the Property as a not-for-profit, early childhood education and care, including both daycare and preschool services, or does not meet the 15% enrollment priority requirement (except in years where applications from the Haymeadow Development are insufficient to allow Grantee to meet the fifteen percent enrollment requirement) for more than one year following written notice from the Haymeadow Association that it is out of compliance with the terms herein, Grantee, following notice from Grantor, shall transfer title to the real property described herein to any charitable organization identified by Grantor in its notice, which shall be an organization that is recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code and to which contributions are deductible under Sections 170(c), 2055(a), and 2522(a) of the Internal Revenue Code ("Landlord"). Additionally, the Grantor shall be appointed as attorney-in-fact for the Grantee for the limited purpose of executing and delivering any necessary instruments to effectuate the transfer of title in accordance with the Grantor's direction, should the Grantee fail or refuse to cooperate. This appointment of attorney-in-fact shall be durable and irrevocable to the extent permitted by law and shall survive any incapacity of the Grantee.
- b. Following such conveyance, Grantee will retain ownership of the improvements it has constructed on the Property, but it shall become a land lessee of the Landlord and shall be responsible for paying fair market rent for the real Property as determined by the most recent appraisal from a real estate appraiser selected by Landlord. Additionally, Grantee shall pay Landlord monthly for its estimate of monthly operating costs, including insurance, property taxes, and upkeep for the real property, which shall be reconciled against actual costs following the end of each calendar year for so long as the Grantee remains a tenant. Landlord shall have the right from time to time, in its sole discretion, to cause a real estate appraiser to reevaluate the market value rent for the land lease. For the avoidance of doubt, the appraiser shall only appraise the value of the hypothetically unimproved land to determine the monthly rent. And, throughout the tenancy, Landlord shall have a continuing security interest in all buildings, structures, fixtures, and other improvements constructed, installed, or placed on the real Property as collateral for the full and timely performance of Grantee's obligations hereunder, including but not limited to payment of rent, taxes, and insurance, and Landlord shall have the right to file a financing statement pursuant to Article 9 of the Colorado Uniform Commercial Code to perfect its security interest in the Improvements. In the event

of default by Grantee, Landlord may exercise all rights and remedies available to it under applicable law.

4. **Sale of Property.** Should Grantee desire to sell the improvements on the Property, it shall first provide notice to Grantor, the Haymeadow Association and Landlord (if applicable), after which the Grantor, the Haymeadow Association or Landlord may obtain an appraisal of the improvements, excluding the value of the land, within sixty (60) days following receipt of the notice (the "Appraisal Period") and have the right, but not the obligation, to purchase the improvements from the Grantee for the appraised value within sixty (60) days following the end of the Appraisal Period, unless otherwise agreed. If, after Appraisal Period, more than one party remains desirous of purchasing the Property, priority shall be given first to Grantor, then to the Haymeadow Association and then to the Landlord. The conditions set forth herein shall remain binding on any of Grantee's successors or assigns.
5. **Savings and Reformation.** Notwithstanding any provision herein to the contrary, any covenant or related interest created by this Deed that might otherwise violate the Rule Against Perpetuities—whether under common law or the Uniform Statutory Rule Against Perpetuities as codified in C.R.S. § 15-11-1102.5—shall terminate, if not sooner vested or terminated, no later than ninety (90) years after the date of its creation. If any provision of this Deed is determined to violate the Rule Against Perpetuities, such provision shall be reformed, to the extent necessary, to effectuate the intent of the parties within the limits permitted by applicable law, including the statutory reformation provisions under C.R.S. § 15-11-1106. This clause shall apply specifically to any restrictions, use limitations, or rights of enforcement associated with the covenants set forth herein.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above and Grantee accepts this deed and the restrictions set forth herein.

**GRANTOR:**

ABRIKA PROPERTIES, LLC,  
a Florida limited liability company

By:



Brandon Cohen, President

**GRANTEE:**

MOUNTAIN TOTS PRESCHOOL,  
a Colorado nonprofit corporation

By:



Name: JAMIE WOODWORTH

Title: VP-BOARD OF DIRECTORS

## ACKNOWLEDGEMENTS

STATE OF Florida )  
COUNTY OF Broward ) ss.

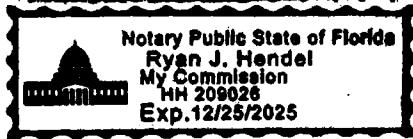
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August,  
2025, by Brandon Cohen as President of Abrika Properties, LLC.

WITNESS my hand and official seal.

Ryan Hendel  
Notary Public

My Commission Expires: 12/25/25

[SEAL]



STATE OF Colorado )  
COUNTY OF Mesa ) ss.

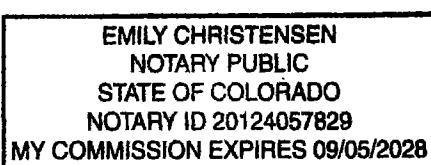
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August,  
2025, by JAMIE WOODWORTH as NP - BOARD OF DIRECTORS  
mountain tots preschool

WITNESS my hand and official seal.

Emily Christensen  
Notary Public

My Commission Expires: Sep 5, 2028

[SEAL]



**EXHIBIT A  
BARGAIN AND SALE DEED  
PROPERTY DESCRIPTION**

**Lot A  
Haymeadow Filing 2**

A replat of Tract Z1 of Haymeadow Cabin Parcel  
And Tracts G, H, RMF-4 and X of Haymeadow Filing 1  
Situated in Tracts 37, 38, 44, 55, 59, 61, 62 and 63,  
Township 5 South, Range 84 West of the Sixth P.M.,  
Town of Eagle, Eagle County, Colorado