

10-916

**PURCHASE AGREEMENT
(Westside Library)**

THIS PURCHASE AGREEMENT ("Agreement") made and entered into as of this _____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado, whose address is 1437 Bannock, Denver, Colorado 80202 ("City"), and **URBAN LAND CONSERVANCY**, a Colorado nonprofit corporation, whose address is 305 Park Avenue West, Suite B, Denver, Colorado 80205 (together with its assigns permitted hereunder, "Seller").

WITNESSETH:

A. **WHEREAS**, the City desires to obtain a site on which to build a library on the west side of Denver ("Library Site"); and

B. **WHEREAS**, the City obtained voter approval of bonds to, in part, acquire the Library Site; and

C. **WHEREAS**, Seller has a contract (the "Purchase Contract") to purchase property, a portion of which the City desires to acquire for the Library Site; and

D. **WHEREAS**, subject to its acquisition of the Library Site, the Seller desires to sell and the City desires to purchase the Library Site; therefore, they are entering into this Agreement to accomplish such purpose.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **PURCHASE OF PROPERTY.**

1.1 **Property.** Subject to the terms and conditions set forth herein, the City shall acquire approximately 36,474 square feet of property (not to exceed 37,568 square feet of property) located in the Festival Plaza Project (also known as the Avondale Project) in the location generally depicted on **Exhibit A**, attached hereto and incorporated herein by reference, together with: (i) all easements, rights of way and vacated roads, streets and alleys appurtenant to the property; (ii) all buildings, fixtures and improvements, if any, located upon the property on the date of Closing (defined below); and (iii) all of Seller's right, title and interest in and to all utility taps, licenses, permits, contract rights, warranties and guarantees, security and damage deposits, and all other intangible personal property associated with the property (collectively

"Property"). The final configuration of Property shall be as mutually determined by the parties, provided that the final square footage of the Property shall not exceed 37,568 square feet. The Director, Division of Real Estate ("Director") and the City Librarian shall have the authority on behalf of the City to approve and confirm the final configuration of the Property to be conveyed from the Seller to the City, as long as the size of such parcel is within 3% of the 36,474 square footage described above.

1.2 Site Design and Horizontal Improvements. The City and Seller agree to explore options to collaborate and work together with respect to the creation and approval by the appropriate governmental regulatory authorities of a site design plan for the Property ("Site Design Plan") and the adjacent property owned by the Seller and a plan for the construction of horizontal improvements on the Property (including without limitation, grading, tie-ins for utilities, drainage and similar work) as may be required by the Site Design Plan to try to achieve cost savings by collaborating on such work. Further, as part of such collaboration, the parties shall attempt to work out mutually satisfactory issues of access for pedestrians and vehicles and other required cross-easements for repair, maintenance and the like for both the Property, Seller's adjacent property and the remainder of the Festival Plaza Project as set forth in Section 26.16 of the Purchase Contract

2. PURCHASE AND SALE

2.1 Purchase Price. The total price for the City's acquisition of the Property shall be Nine Hundred Eighty-Five Thousand Dollars (\$985,000.00) (the "Purchase Price"). The Purchase Price shall be paid by check of the City or other funds sufficient to satisfy the Title Company that funds will be available for disbursement on the date of Closing.

2.2 Earnest Money. City shall deliver to the Title Company within fifteen (15) business days after a fully executed copy of this Agreement is received for by the Title Company the sum of Two Hundred Thousand Dollars (\$200,000.00) (the "Earnest Money Deposit"). The Title Company shall invest the Earnest Money Deposit in an interest-bearing account, and shall hold and disburse the Earnest Money Deposit in accordance with the provisions of this Agreement and any escrow agreement entered into by the Title Company and the parties hereto. Such Earnest Money Deposit shall be fully refundable until the time of Closing in the event Seller is unable to perform hereunder or the City exercises its right to terminate this Agreement as set forth in this Agreement.

2.3 Due Diligence Period. Upon closing of the transaction contemplated by the Purchase Contract, Seller promptly shall give notice thereof to the City. From the date of Seller's closing of the transaction contemplated by the Purchase Contract and continuing for a period of sixty (60) days thereafter (the "Due Diligence Period"), the City or its designee shall have the right to perform, at its sole cost and expense, whatever investigations, tests and inspections upon the Property (including without limitation, the environmental audits and tests described in Section 2.4(ii) below and the physical inspections described in Section 2.5 below) during normal business hours or as otherwise agreed upon by the parties; *provided, however*, that prior to such inspection, (i) the City shall give Seller at least three (3) days' prior notice thereof; (ii) Seller and any representative of Seller shall have the right to be present during any such audits, tests or inspections; (iii) the City shall require its contractors and subcontractors to be responsible and pay for any damages or losses that occur to the Property and/or are suffered by Seller which arise out of such each such contractor's and subcontractor's audits, tests and inspections which are not caused by the negligence or willful misconduct of Seller; and (iv) the City shall not permit claims or liens of any kind against the Property for work performed on the Property in connection with such audits, tests and inspections. Except as expressly stated in this Agreement, the parties acknowledge and agree that the City's purchase of the Property shall be on an "AS IS" "WHERE IS" basis, without representation or warranty, express or implied, with regard to the physical condition thereof, the City acknowledging that it has inspected or will inspect the Property to its satisfaction. The provisions of Sections 2.3(iii) and Section 2.3(iv) shall survive Closing or the termination of this Agreement.

2.4 Environmental Condition.

(i) Environmental Information. Within ten (10) days of Seller's closing of the transaction contemplated by the Purchase Contract, Seller shall disclose to the City all information it has regarding environmental contamination or the presence of any Hazardous Waste (defined below) or Toxic Substances (defined below) on, under or about the Property. In the event Seller subsequently acquires any additional information regarding environmental contamination, it has the ongoing duty to provide such information to the City up to the time of Closing, and will do so within five (5) days of the receipt of such additional information. For purposes hereof, except for Permitted Amounts (defined below), (a) "Hazardous Wastes" mean all waste materials subject to regulation under the Comprehensive Environmental Response,

Compensation, and Liability Act (Superfund or CERCLA), 42 U. S. C., Sec. 9601 et seq., or applicable state law, and any other applicable federal or state laws now in force or hereafter enacted relating to hazardous waste disposal; (b) "Toxic Substance" means and includes any materials present on the Property which are subject to regulation under the Toxic Substance Control Act (TSCA), 15 U. S. C., Sec. 2601 et seq., applicable state law, or any other applicable federal or state law now in force or hereafter enacted relating to toxic substances, including but not limited to asbestos, polychlorinated biphenyls (PCB's), and lead-based paints; and (c) "Permitted Amounts" means with respect to any given level of Hazardous Wastes or Toxic Substances, that level or quantity of Hazardous Wastes and Toxic Substance in any form or combination of forms which does not constitute a violation of any environmental laws and is customarily employed in, or associated with, properties similar to the Property.

(ii) Environmental Audits. In addition to environmental audits performed by the Seller pursuant to the Purchase Contract, the City, at its sole option and expense, may conduct environmental audits and perform other environmental tests on the Property during the Due Diligence Period to identify any existing or potential environmental problems located in, on, or under the Property, including but not limited to, the presence of Hazardous Waste or Toxic Substances. Such environmental audits may be performed by a consultant or by the City's Department of Environmental Health. Subject to the provisions of Section 2.3, Seller hereby grants the City and any of its employees and consultants access to the Property to perform such audits and tests.

(iii) City's Election. Upon completion of this environmental audit, the City, in its sole discretion, may elect to proceed to Closing or elect to not proceed to Closing. If the City elects not to close based upon environmental information, the City shall be entitled to return of its Earnest Money Deposit and this Agreement shall terminate and be of no further force and effect except for those provisions which are expressly stated or intended to survive termination. Written notice of the City's election shall be given to Seller no later than five (5) days after the end of the Due Diligence Period ("Election Period"). If Seller does not receive the City's notice within the Election Period, City shall be deemed to have accepted the environmental condition of the Property. Such notice may be signed by the Director for the City.

2.5 Inspection. In addition to the environmental audits described above, during the Due Diligence Period, the City or its designee shall have the right to inspect the

physical condition of the Property at the City's sole expense. Upon completion of the inspection, the City may make the election to proceed with Closing or terminate this Agreement in the manner and within the time period as set forth in Section 2.4(iii) above. If Seller does not timely receive the City's notice, signed by the Director, within the Election Period, the City shall be deemed to have accepted the physical condition of the Property.

2.6 Title.

(i) Matters Not Shown by the Public Records. If not delivered earlier, within ten (10) days of the date that Seller acquires the Property pursuant to the Purchase Contract, Seller shall deliver to the City true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to the City all easements, liens or other title matters not shown by the public records nor contained in the Title Documents (defined below) of which Seller has actual knowledge. The City shall have the right to inspect the Property to determine if any third party has any right in the Property not shown by the public records or the Title Documents (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Upon completion of such review and inspection, the City may make the election to proceed with Closing or terminate this Agreement in the manner and within the time period as set forth in Section 2.4(iii) above. If Seller does not timely receive the City's notice, the City shall be deemed to have accepted matters not shown by the public records nor contained in the Title Documents.

(ii) Title Review. Seller shall obtain an updated title commitment and all related title documents ("Title Documents") from a title insurance company of Seller's choosing, licensed in Colorado (the "Title Company"), and shall deliver or cause to be delivered all documents to the City no later than fifteen (15) days from the date of full execution of this Agreement so that the City may review such documents. The City may give written notice to the Seller of unmerchantability of title or of unsatisfactory title conditions within fifteen (15) days from delivery of such documents by or on behalf of Seller to the City. Written notice by the City of unmerchantability of title or any other unsatisfactory title condition shall be signed by the Director for the City. If Seller does not receive the City's notice within (15) days from delivery of such documents by or on behalf of Seller to the City, the City shall be deemed to have accepted the condition of title. If Seller receives timely notice of any unsatisfactory title condition(s) and the City does not agree to waive the same, Seller shall have the option to either

(a) cure such unsatisfactory condition(s) within thirty (30) days of receiving notice thereof from the City; or (b) terminate this Agreement, in which case the Title Company shall return all of the Earnest Money Deposit to the City, and, except for those obligations which are stated or intended to survive termination, the parties shall have no further obligations hereunder. If Seller elects to cure the unsatisfactory condition(s) and fails to do so within the applicable time period, the City may make the election in the manner set forth in Section 2.4(iii) above.

(iii) Title Insurance Policy. Seller shall have the title insurance policy delivered to the City as soon as practical after Closing. Seller shall pay the basic premium for such title policy which shall be in the amount of the Purchase Price, and the City shall pay all costs for requested endorsements, if any, to such title policy, as well as any costs necessary for or related to the issuance of such endorsements.

(iv) Survey. The City may, at its sole cost and expense, order an update to any survey(s) provided by Seller. The City may give written notice to the Seller of any unsatisfactory matter reflected on any such survey(s) on or before expiration of the Election Period. Written notice by the City of any such unsatisfactory matter shall be signed by the Director for the City. If Seller does not receive the City's notice on or before expiration of the Election Period, the City shall be deemed to have accepted all matters reflected on such survey(s). If Seller receives timely notice of any unsatisfactory matters and the City does not agree to waive the same, Seller shall have the option to either (i) cure such unsatisfactory matters within thirty (30) days of receiving notice thereof from the City; or (ii) terminate this Agreement, in which case the Title Company shall return all of the Earnest Money Deposit to the City, and, except for those obligations which are stated or intended to survive termination, the parties shall have no further obligations hereunder. If Seller elects to cure the unsatisfactory matters and fails to do so within the applicable time period, the City may make the election in the manner set forth in Section 2.4(iii) above.

2.7 Purchase Contract. Notwithstanding any provision contained herein, (i) in the event that Seller does not acquire the Property pursuant to the Purchase Contract for any reason whatsoever, this Agreement shall terminate, whereupon the Earnest Money Deposit shall be returned to the City, and, except for those obligations which are stated or intended to survive termination, the parties shall have no further obligations hereunder; and (ii) the City shall not be obligated to close the transaction contemplated by this Agreement in the event that the seller

under the Purchase Contract does not provide written acknowledgement to Seller that the City's deposit of the Earnest Money Deposit as provided in Section 2.2 above constitutes the "start [of] construction of the Library" resulting in satisfaction of such condition as contained in the last sentence of paragraph 26.7(b) of the Purchase Contract.

2.8 Status of Site Design Plan and Horizontal Improvements. During the Due Diligence Period and thereafter, the City will be exploring and refining the costs that will be required to develop the site and the timing and probability of obtaining the necessary approvals from applicable regulatory authorities. Notwithstanding any provision contained herein to the contrary, either party, in its sole discretion, may elect to terminate this Agreement at any time if it determines that any of the following items are unsatisfactory: (i) the required development costs are too high; (ii) untimely or problematic approvals with regard to the site plan and other regulatory processes; (iii) unacceptable access to the Property; and (iv) unacceptable site encumbrances including planned easements, right of way, covenants and the like. Upon receipt of such a notice from either Seller or the City by its Director, this Agreement shall terminate, whereupon the Earnest Money Deposit shall be returned to the City, and, except for those obligations which are stated or intended to survive termination, the parties shall have no further obligations hereunder.

Cure Period. In the event a party gives timely notice of any unsatisfactory condition(s) as set forth in this Section 2.8 above ("Objecting Party"), and the other party does not agree to waive the same, either party shall have the option to either (a) cure such unsatisfactory condition(s) within thirty (30) days of receiving notice thereof from the Objecting Party; or (b) terminate this Agreement, in which case the Title Company shall return all of the Earnest Money Deposit to the City, and, except for those obligations which are stated or intended to survive termination, the parties shall have no further obligations hereunder. If a party elects to cure the unsatisfactory condition(s) and fails to do so within the applicable time period, the City may make the election in the manner set forth in Section 2.4(iii) above.

2.9 Date of Closing. The date of Closing shall be no later than fifteen (15) days from the Election Period plus any applicable cure period or December 31, 2010, whichever is later, or such other date as may be mutually agreed upon by the parties. The hour and place of Closing shall be as mutually agreed upon by the parties. The date, time and place of Closing may be agreed upon by the Director for the City.

2.10 Transfer of Title. Subject to (i) tender of the Purchase Price at Closing as provided herein; and (ii) compliance with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient General Warranty Deed (the "Deed") to the City at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing, and free and clear of all liens and encumbrances, including liens for special improvements installed as of the date of the City's full execution of this Agreement, except (a) those matters accepted by the City as provided herein (including without limitation, those matters reflected in the Title Documents and accepted by the City in accordance with Section 2.6 above); (b) matters not shown by the public records of which the City's Director has actual knowledge and which were accepted by the City as provided herein; and (c) inclusion of the Property within any special taxing district, and subject to building and zoning regulations.

2.11 Possession. Possession of the Property shall be delivered to the City on the date of delivery of the Deed.

2.12 Warranties. Seller warrants to the best of its knowledge that at the time of delivery of the Deed, Seller shall be the owner of the Property. Seller further warrants to its actual knowledge that (i) there are no other parties in possession and the City shall have possession as agreed to in Section 2.10 above; (ii) there are no other known parties of interest, including but not limited, to leasehold interests, except as set forth in Section 2.9 above in the Property; and (iii) there is no known pending litigation which affects the Property. Seller warrants to the best of its knowledge that it has not received any notice and has no actual knowledge of any condition existing with respect to the Property or its operation that violates any law, rule, regulation, code or ruling of the City, the State of Colorado, the United States, or any agency or court thereof. The warranties set forth in this Section 2.11 shall survive Closing for a period of one (1) year. Notwithstanding any provision contained herein, Seller shall not have any liability to the City for any warranty which proves to be untrue if the City has knowledge thereof and, despite such knowledge, proceeds with the closing of the transaction contemplated by this Agreement.

2.13 Payment of Encumbrances. Any encumbrance required to be paid shall be paid by Seller at or before Closing from the proceeds of this transaction or from any other source.

2.14 Closing Costs, Documents and Services. The City and Seller shall pay equally for all closing costs at Closing, except as otherwise provided herein. The City and Seller shall sign and complete all customary or required documents at or before Closing.

2.15 Prorations. General taxes and assessments for the year of Closing, based on the most recent levy and the most recent assessment, rents and water, sewer, and other utility charges, and any other customary items shall be prorated to the date of Closing. Seller shall pay, at Closing, any and all taxes and special assessments prorated to the date of Closing and all utility charges to the date of Closing, and the City shall be responsible for all such taxes, special assessments and utility charges which arise or accrue after the date of Closing. All prorations shall be final.

3. GENERAL PROVISIONS.

3.1 Time is of the Essence/Remedies. It is understood and agreed between the parties that time is of the essence hereof, and all the agreements herein contained shall be binding upon and for the benefit of each party's successors and assigns. If any payment due in accordance with this Agreement is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(i) If City is in Default: Seller may treat this Agreement as terminated, in which case (a) the Earnest Money Deposit, shall be retained by or paid to Seller; (b) both parties shall thereafter be released from all other obligations hereunder; and (c) Seller hereby expressly waives all remedies (including specific performance and damages) except as otherwise expressly set forth in this Section 3.1(i).

(ii) If Seller is in Default: The City may treat this Agreement as terminated, in which case (a) the City shall be entitled to the return of the Earnest Money Deposit; or (b) the City may treat this Agreement as being in full force and effect and the City shall have the right to specific performance or its actual out-of-pocket damages (excluding punitive, consequential, special or indirect damages).

3.2 Earnest Money Deposit Dispute. Except as otherwise provided in this Agreement, the Title Company shall release the Earnest Money Deposit as directed by written mutual instructions, signed by both Seller and the City's Director. In the event of any controversy regarding the Earnest Money Deposit (notwithstanding any termination of this

Agreement), the Title Company shall not be required to take any action but may, at its option and sole discretion, (i) await any proceeding; or (ii) interplead all parties and deposit the Earnest Money Deposit into a court of competent jurisdiction and in connection therewith.

3.3 Authority to Execute. Each of Seller and the City represents to the other party that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Seller and the City, respectively.

3.4 Cooperation of the Parties. In the event that any third party brings an action against the City or Seller regarding the validity or operation of this Agreement, each party shall reasonably cooperate with the other party in any such litigation, and each party shall bear its own legal costs related to any such litigation.

3.5 No Broker's Fees. The City and Seller represent to each other that they have had no negotiations through or brokerage services performed by any broker or intermediary.

3.6 Assignment. Either party may assign its rights and obligations under this Agreement only upon the express written consent of the other party; *provided, however*, that the City acknowledges and agrees that the Property will be conveyed to a limited liability company to be formed by Seller (of which Seller shall be the sole member) at or prior to the closing of the transaction contemplated by the Purchase Contract. Upon assignment of this Agreement (as contemplated above or otherwise), all the covenants and agreements herein contained shall be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of the respective parties.

3.7 Severability. The promises and covenants contained herein are several in nature. Should any one or more of the provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provision of this Agreement.

3.8 No Discrimination in Employment. In connection with the performance of work under this Agreement, Seller agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

3.9 When Rights and Remedies Not Waived. In no event shall any performance hereunder constitute or be construed to be a waiver by any party of any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any such breach of default exists shall in no way impair or prejudice any right or remedy available with respect to such breach of default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Agreement shall be deemed or taken to be a waiver or any other default or breach.

3.10 Subject to Local Laws; Venue. Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the Charter and Ordinances of the City and County of Denver, and regulations enacted pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

3.11 Notices. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this Section:

If to Denver: Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Denver City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202

Director of Real Estate
201 W. Colfax Avenue, Dept 1012
Denver, Colorado 80202

City Librarian
10 West 14th Avenue Parkway
Denver, Colorado 80204

If to Seller: Urban Land Conservancy
Attn: Aaron Miripol, President and CEO
305 Park Avenue West, Suite B
Denver, Colorado 80205

3.12 Parties' Liabilities. Each party shall be responsible for any and all suits, demands, costs, or action proximately resulting from its own individual acts or omissions.

3.13 Agreement as Complete Integration; Amendments. This Agreement is intended as the complete integration of all understandings between the parties with respect to the subject matter hereof. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing in the same formality as this Agreement. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties in the same formality as this Agreement.

3.14 Colorado Law. This Agreement is made, shall be deemed to be made, and shall be construed in accordance with laws of the State of Colorado.

3.15 Section Headings. The section heading are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular sections hereof to which they refer.

3.16 Third-Party Beneficiary. It is the intent of the parties that no third party beneficiary interest is created in this Agreement except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

3.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document.

3.18 Appropriation by City Council. All obligations of the City under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

3.19 Reasonableness of Consent or Approval. Whenever under this Agreement “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

3.20 No Personal Liability. No elected official, director, officer, agent or employee of the City nor any director, officer, employee or personal representative of Seller shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

3.21 Conflict of Interest by City Officers. Seller represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

3.22 Right to Extend Time for Performance. The parties agree that any time for performance of any term or condition hereunder may be extended for three (3) additional thirty (30) day periods by a letter signed by the Director and an authorized representative of Seller. All other amendments to this Agreement must be fully executed by the City and the Seller as provided for herein.

3.23 Further Assurances. Each of the parties agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further documents as may be reasonably necessary, expedient or proper in order to consummate the transaction contemplated in this Agreement.

3.24 Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. THE CITY SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE

COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

3.25 Merger. The parties intend that the terms of this Agreement shall survive Closing and shall not be merged into the deed conveying the Property.

[The remainder of the page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have here unto set their hand and affix their seals at Denver, Colorado as of the day first above written.

ATTEST:

CITY AND COUNTY OF DENVER

STEPHANIE Y. O'MALLEY, Clerk
and Recorder, Ex-Officio Clerk
of the City and County of Denver

By _____
Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

By _____
City Librarian

DAVID R. FINE, Attorney
for the City and County of Denver

By _____
Director of Real Estate

By _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By _____
Manager of Finance
Contract Control No. _____

By _____
Auditor

“CITY”

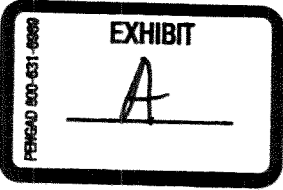
URBAN LAND CONSERVANCY,
a Colorado nonprofit corporation

By: _____
Name: Jason Michajda
Title: President & CEO

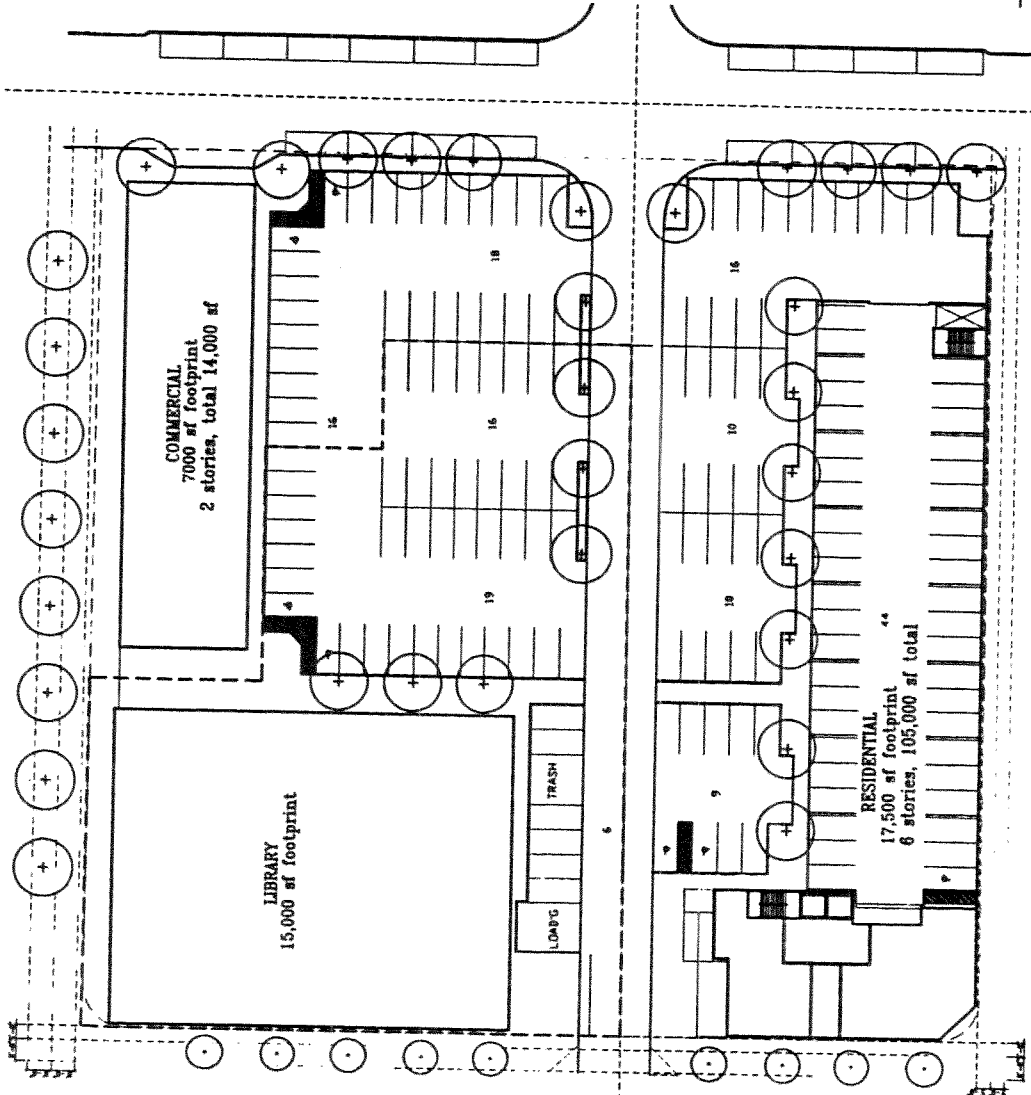
“SELLER”

Exhibit

Exhibit A – Property Description / Location



PROJECT INFORMATION
 TOTAL SITE AREA: 2.1+
 LIBRARY: 15,000 SF
 LOT SIZE: 35,781 SF
 FOOTPRINT: 15,000 SF (107'-6" x 138'-4")
 PARKING: 48 SPACES, DEDICATED
 OVERFLOW PARKING: 19 SPACES
 COMMERCIAL/OFFICE:
 FOOTPRINT: 7,000 SF (181' x 38'-4")
 ESTIMATED TOTAL BUILD-OUT: 14,000 SF
 DEDICATED PARKING: 27 SPACES
 MULTI-RESIDENTIAL:
 ESTIMATED TOTAL BUILD-OUT: 105,000 SF
 ESTIMATED TOTAL BUILD-OUT: 105,000 SF
 PARKING: 79 DEDICATED SPACES (+ 29 SHARED AS LIBRARY OVERFLOW
 PARKING)
 OUTDOOR: 120 SPACES
 INDOOR: 44 SPACES
 TOTAL PARKING: 164 SPACES



ENLARGED SITE PLAN
 1

**HOUSING & LIBRARY
 AT FESTIVAL PLAZA**

JULY 28 2010

ARCHITECT:
STUDIOCOMPLETIVA
 3000 Zuni Street
 Denver, CO 80211
 Phone/303.477.9156
 Fax/303.477.9478
 COPYRIGHT STUDIO COMPLETIVA, INC. 2009

