

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into as of the date set forth on the City’s signature page, by and between the TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation authorized to do business in Colorado, with an address of 1410 Grant Street, #D210, Denver, Colorado 80203-1846 (“**TPL**”), and the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Room 350, Denver, Colorado 80202 (the “**City**”).

RECITALS

A. TPL owns 5.52 acres, more or less, of certain real property located at 12680 Albrook Drive in the City and County of Denver.

B. TPL and the City are acting in cooperation for the purpose of acquiring said real property to convert it into a public open space owned by the City but developed and operated by Environmental Learning for Kids (“**ELK**”) under a lease entered simultaneously with this Agreement.

NOW, THEREFORE, in consideration of the premises stated above and the mutual covenants and promises set forth below, the parties agree to be bound as follows:

1. AGREEMENT FOR PURCHASE & SALE: Subject to the terms and conditions of this Agreement, the City agrees to purchase, and TPL agrees to sell, the property, which is legally described in **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”), together with all of TPL’s right, title and interest in and to the following: (i) all easements, driveways, access rights, and private and vacated rights of way, streets and alleys appurtenant to the described real property, (ii) all buildings, fixtures and improvements located on the described real property, (iii) all water, water rights, wells, well rights, ditches, and ditch rights and oil, gas, and mineral rights, any of which are associated with or appurtenant to the described real property to the extent that TPL possesses or is entitled to any such rights, and (iv) all of TPL’s right, title and interest in and to all utility taps, leases, licenses, permits, contract rights, and warranties and guarantees, and all other intangible property associated with the described real property, but excepting and excluding any of the personal property located on the Property.

2. CONSIDERATION: The entire purchase price to be paid by the City for the Property is One Million One Hundred Thirteen Thousand Dollars (\$1,113,000.00), payable by the City in cash or by wire transfer at Closing, as defined below. This purchase price is being funded by grants and funds provided to the City, TPL and ELK by public and private entities, along with certain funding to be provided by the City, and the obligation of the City to complete this purchase and sale transaction is contingent upon the availability of these grants and funds, and the City funding, and their delivery at or before Closing. See Section 7 below. More specifically, the moneys necessary to complete Closing will be provided as follows:

- \$350,000 from a Great Outdoors Colorado (“**GOCO**”) grant to the City;
- \$170,000 from the State Conservation Trust Fund, to be appropriated and encumbered in accordance with City Charter and ordinances;
- \$330,000 from a Colorado Health Foundation grant to TPL; and
- \$263,000 from grants to ELK and other ELK funding sources.

3. ENVIRONMENTAL CONDITIONS & PHYSICAL CONDITIONS:

(A) Definition: “Environmental Conditions” means and includes contamination or the presence of any Regulated Substances on, under, or about the Property, or any above or underground storage tanks present on, under, or about the Property. “Regulated Substances” means and includes but is not limited to the following: solid wastes; polychlorinated biphenyls (PCBs); used oil or any petroleum products; natural gas; propane; radioactive source material; pesticides; chemical fertilizers; special wastes; asbestos, asbestos-containing materials and asbestos-contaminated soil; lead-based paint; any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act or as defined at section 25-15-101(6), C.R.S.; any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act; substances defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act; any amendments or replacements of the above-quoted statutes; any rules or regulations promulgated pursuant to such statutes; and any other applicable federal or state environmental statute.

(B) Current Compliance. TPL represents and warrants, to its actual knowledge without any duty to investigate that: 1) it has, in the past, complied with, and currently is in compliance with the provisions of all federal, state, and local environmental, health and safety laws applicable to TPL's activities on and uses of the Property, as well as all rules and regulations promulgated under such laws and any orders issued under such laws or such rules and regulations, and will maintain such compliance until Closing; and 2) it will maintain and comply with until the date of Closing, any federal, state, and local permits, licenses, certificates, and approvals relating to any other environmental, health, or safety matters required for TPL's activities on or uses of the Property.

(C) Disclosure. TPL represents and warrants that, to its actual knowledge without any duty to investigate, it has disclosed or will timely disclose to the City: 1) all Environmental Conditions known to TPL; 2) TPLs' own or authorized activities on and uses of the Property; 3) all federal, state, or local permits, licenses, certificates, or approvals to operate which pertain to TPLs' operations on the Property; 4) investigations or enforcement actions related to Environmental Conditions which have been pursued by federal, state, or local regulatory authorities, along with the status or disposition of each such investigation or action; 5) any claim or complaint by a private party related to Environmental Conditions, along with the status or disposition of each such claim or complaint; 6) any documented environmental disclosures actually made, or will be made, by prior owners of the Property, Adolphus Crenshaw LLC and Adolphus G. Crenshaw Charitable Remainder, as part of the sale of the Property to TPL; and 7) all related documents, reports, studies, surveys, or other materials within the possession or control of TPL or any parent, subsidiary or associated entity of TPL relating to Environmental Conditions. TPL shall give to the City copies of any remaining documents, reports, studies, surveys, investigation statements, enforcement actions, claims, complaints, or other materials (collectively "Materials") in the possession or control of TPL or any subsidiary or associated entity of TPL relating to Environmental Conditions within five (5) business days of the execution of this Agreement. During the period from execution of this Agreement through the Closing, TPL shall promptly notify the City of any Materials related to Environmental Conditions that come to the knowledge of TPL and shall deliver copies of any such Materials related to Environmental Conditions within five (5) business days of TPLs obtaining the Materials but no later than five (5) business days prior to Closing.

(D) Environmental Investigation Results. A Phase I Environmental Site Assessment for the Property, dated October 1, 2012, was prepared by CTL Thompson Incorporated, for the City, a copy of which has been previously provided to the City (the "Environmental Report"). The City has found the Environmental Report to be acceptable and sees no necessity for any further environmental site assessments. If TPL timely discloses any Environmental Conditions in complying with paragraph C of this section 3 or if the City should become aware of any Environmental Conditions not previously revealed by the Environmental Report or by TPL's disclosures, the City shall notify TPL in writing no later than five (5) business days after disclosure or discovery (or at Closing if the City learns of any new Environmental Conditions less five (5) business days prior to Closing) whether the new Environmental Conditions are unacceptable ("Unacceptable Environmental Conditions"), and TPL shall have the cure rights and the City shall have the remedies as provided in paragraph F of this section 3 below.

(E) Physical Conditions: It is understood and agreed that the Property is being sold, AS IS, WHERE IS AND WITH ALL FAULTS relating to the physical condition of the Property ("Physical Conditions"). Nevertheless, TPL represents and warrants that it will not intentionally take any action which would cause any further deterioration or modification of the existing Physical Conditions of the Property prior to Closing without the prior written approval of the City. The City shall have the right to inspect the property, with or without prior notice to TPL, at any time during TPL's ownership of the Property prior to Closing and if the City finds there to be changes to the Physical Conditions since the date of execution of this Agreement which are unacceptable to the City ("Unacceptable Physical Conditions"), the City will notify TPL in writing within five (5) business days following discovery, and TPL shall have the cure rights and the City shall have the remedies as provided in paragraph F of this section 3.

(F) TPL's Cure Rights; City's Remedies: If the City notifies TPL of Unacceptable Environmental Conditions and/or Unacceptable Physical Conditions which are disclosed or become known to the City as provided in this section 3, then the Closing may be rescheduled, if needed and upon mutual agreement by the parties, but no later than December 10, 2014, so as to allow TPL sufficient time to correct the situation. Upon notification to the City of the correction, the City shall have the right to re-inspect the Property for evidence of acceptable remediation of the Unacceptable Environmental Conditions and/or Unacceptable Physical Conditions and to confirm that the correction has been properly completed. If the date of Closing is not extended or cannot be extended or if TPL fails or refuses to correct the situation as provided herein, then the City shall have the right, at the City's sole discretion, to: 1) terminate this Agreement upon written notice to TPL; 2) waive any Unsatisfactory Environmental Conditions, subject to an agreed reduction in the Consideration as provided in Section 2 above and close as provided in this Agreement; or 3) waive any Unacceptable Environmental Conditions or any Unsatisfactory Physical Conditions and close as provided in this Agreement.

4. TITLE & SURVEY:

(A) Title Documents: The City has received a commitment for TPL's title insurance policy issued by First American Title Insurance Company ("First American Title") (order number NCS-558398-CO, dated December 13, 2013) for the Property (the "Commitment"). The Commitment, together with all copies or abstracts of instruments or documents identified in the Commitment, and a Certificate of Taxes Due for the Property, shall constitute the title documents for the Property ("Title Documents"). It is anticipated that the Commitment, with revised encumbrances on Schedule B-2, will lead to the issuance of a standard title insurance policy ("Title Policy") issued by First American Title, and paid for by TPL. TPL has arranged for, at its own cost, a qualified surveyor with Flatirons, Inc., to prepare a ALTA/ACSM Land Title Survey of the Property (with a date of October 23, 2012) in order for qualify for the deletion of certain standard title exceptions from the Title Policy. TPL will arrange for any update of the ALTA/ACSM Land Title Survey required by First American Title in order to qualify for the Title Policy described in this Section 4. The Title Policy shall include "gap coverage".

(B) Title Review: The City has reviewed the Title Documents for the purpose of determining whether good and marketable fee simple title for the Property can be conveyed by TPL and shall have the right to review an updated Commitment along with any other updates, changes or revisions to the other Title Documents, to be delivered by TPL, at TPL's expense, to the City ten (10) to fifteen (15) business days prior to Closing, in order to evaluate any changes, including any new requirements or exceptions have been included in Schedule B of the Commitment.

(C) Commitment Obligations: TPL agrees, as a condition of closing, to perform and/or satisfy the requirements of Section 1 of Schedule B of the Commitment, as such requirements are listed in **Exhibit B-1** attached to and incorporated herein by reference. In addition, any new requirements added to Section 1 of Schedule B on an updated Commitment beyond those currently listed in **Exhibit B-1** must be satisfied by TPL before or at Closing. Should TPL fail or refuse to perform or satisfy the requirements set forth on the Commitment or an updated Commitment after reasonable good faith efforts, the City shall have the right, prior to or at Closing, at the City's sole discretion, to 1) terminate this Agreement upon written notice to TPL; or 2) accept any additional conditions to be set forth in the Title Policy to be issued pursuant to the Commitment resulting from TPL's failure to perform or satisfy the requirements and close as provided in this Agreement.

(D) Encumbrances: The City agrees to take title subject to those encumbrances set forth in Section 2 of Schedule B of the Commitment which are expressly identified in **Exhibit B-2**, attached to and incorporated herein by reference. Any encumbrances on the Property other than those listed in **Exhibit B-2** shall be deemed Unsatisfactory Title Conditions unacceptable by the City, unless expressly waived by City in writing, and must be resolved by TPL to the reasonable satisfaction of City and First American Title before or at Closing.

(E) Matters Not Shown by the Public Records: TPL shall deliver to the City on or before the end of five (5) business days following execution of this Agreement complete and accurate copies of all lease(s) and survey(s) in TPL's possession pertaining to the Property and shall disclose, in writing, to the City all easements, licenses, liens or other title matters not shown by the public records of which TPL has actual knowledge. The City shall have the right to inspect the Property to determine if any third party(ies) has any right in the Property not shown by the public records (such as a prescriptive easement, an unrecorded lease, or a boundary line discrepancy). Written notice of any title conditions which the City determines to be unsatisfactory ("Unsatisfactory Title Conditions") revealed by TPL or discovered by the City shall be signed by the City and given to TPL no later than ten (10) business days before Closing. The City will notify TPL in writing no later than two (2) business days prior to Closing of any Unacceptable Title Conditions discovered or revealed after the deadline above (or at Closing if the City learns of any new Unacceptable Title Conditions less five (5) calendar days prior to Closing). TPL shall have the right, but not the obligation, to cure Unsatisfactory Title Conditions and the City shall have the remedies as provided in paragraph F of this section 5 below.

(F) TPL's Cure Rights: The City's Remedies: In the event any material Unsatisfactory Title Conditions exist and TPL determines to undertake to cure same, TPL shall use reasonable, good faith efforts to correct said Unsatisfactory Title Conditions on or before two (2) business days prior to Closing. If TPL fails or is unable to make said correction on or before the specified date, then the Closing may be rescheduled, upon agreement by the parties, but no later than December 10, 2014, so as to allow TPL sufficient time to correct the situation. If the Closing is not extended or cannot be extended or if TPL fails or refuses to correct the situation as required, the City shall have the right, at the City's sole discretion, to: 1) terminate this Agreement upon written notice to TPL; 2) waive any Unsatisfactory Title Conditions subject to an agreed reduction in the Consideration as provided in Section 2 above and close as provided in this Agreement; or 3) waive any Unsatisfactory Title Conditions and accept any resulting conditions to be set forth in the Title Policy to be issued pursuant to the Commitment.

5. WARRANTIES: In addition to any warranties and representations made above in this Agreement, TPL warrants and represents that, to its actual knowledge without any obligation to investigate, at the time of Closing, except as otherwise identified in Exhibit B-2 and except as otherwise approved or accepted by the City in writing:

(A) TPL is the sole owner of the Property; and

(B) there are no other parties in possession and the City shall have the complete and unrestricted right of occupancy as agreed herein; and

(C) there are no other known parties of interest, including but not limited to leasehold interests, tenancies, rental agreements, and financial interests (such as mortgages or deeds of trust) in the Property; and

(D) there are no Physical Conditions existing with respect to the Property or its operation, whether or not said Conditions were approved or accepted by the City, which, to TPLs' actual knowledge without any duty to investigate, violates any law, rule, regulation, code or ruling of the City and County of Denver, the State of Colorado, the United States of America, or any agency or court of these governmental entities; and

(E) TPL has no actual knowledge, without any duty to investigate, of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property; and

(F) there is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to TPL against or otherwise affecting the Property, nor does TPL know of any grounds for any such litigation, proceeding or investigations; and

(G) TPL has received no written or official notice of any condemnation proceedings against the whole or any part of the Property; and

(H) all Materials delivered or to be delivered by TPL to the City under this Agreement or made available to the City for inspection under this Agreement are complete and, if copies, are accurate copies of the original; and

(I) TPL has notified the City of all easements, rights-of-way, claims of possession, or encumbrances not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(J) all improvements, real or personal, on the Property located in or on the Property belong solely to TPL, with no third party entitled to compensation or a financial return for the same, and any demolition work, trailer removal, storage tank removal, and environmental work previously performed on the Property have completely paid for so that no third party is entitled to compensation or a financial return for the same; and

(K) there are no special assessments which now burden or encumber the Property and that the Property is free and clear of all liens for special improvements installed as of the date of Closing, whether assessed or not; and

(L) TPL has fully disclosed any information whatsoever that it may have with regard to any and all Environmental Conditions existing in, on, under, or about the Property and have fully and accurately responded to the requests by the City as to the Environmental Conditions of the Property; and

(M) Consistent with the warranties and representations set out above, TPL knows of no reason or condition that would prevent the City from leasing, and granting the right of occupancy of, the Property to ELK and for ELK from being able to utilize the Property for the purposes set forth in the lease, a copy of which has been provided to TPL.

7. CLOSING: The City and TPL acknowledge and agree that closing on this property transaction is contingent on the availability of certain grants and funds provided to the City, TPL and ELK by public and private entities, along with certain funding to be provided by the City, in a total amount sufficient to cover the entire purchase price under Section 2 above ("Purchase Funding") and delivery of the Purchase Funding to First American Title at or before Closing. Closing shall also be contingent as provided in Sub-section 24(C) below. The date of closing shall be on or before December 1, 2014, or on such other date to which the City and TPL mutually agree at the office specified by First American Title or other location to which the City and TPL mutually agree at a mutually agreed time ("Closing"). The City and TPL shall sign and complete all customary or required documents at or before Closing, except the City shall not sign any document

requiring it to indemnify or hold harmless First American Title. If it appears to the City, in its reasonable discretion, that the required Purchase Funding will not be available or will not be delivered to the Closing or any rescheduled Closing the City and TPL mutually agree to, the City may, upon written notice to Notice, terminate this Agreement and shall not be in default under this Agreement.

8. SPECIAL WARRANTY DEED & TAXES:

(A) Special Warranty Deed. Subject to tender of payment at Closing as provided in section 2 of this Agreement and compliance by the City with the other terms and provisions hereof, TPL shall execute and deliver at Closing a good and sufficient Special Warranty Deed to the City in substantially the form set forth in Exhibit C conveying the Property described in Exhibit A. The Property shall be conveyed free and clear of all taxes and free and clear of all liens and encumbrances, except those identified in Exhibit B-2, any Unsatisfactory Title Conditions or other conditions set forth in the Title Policy that the City has elected in writing to waive or accept, and applicable building and zoning regulations. TPL shall fully and adequately satisfy those requirements identified in Exhibit B-1, excepting any requirements under Exhibit B-1 that the City is required to satisfy or the City agrees to accept as an additional condition of title or waives subject to a reduction in Consideration.

(B) Property Taxes. Prior to Closing, TPL shall pay all taxes and special assessments, if any, still due and owing prorated through the date of Closing.

9. LIENS AND COSTS:

(A) Any financial lien or encumbrance placed on the Property as a result of TPL's action or inaction prior to Closing shall be paid by TPL at or before the time of settlement from the proceeds of this transaction or other source provided by TPL.

(B) The City and TPL shall equally share closing costs.

(C) TPL shall pay all water, sewer, and other utility charges outstanding for the Property as of Closing.

(D) TPL shall pay for a standard Title Policy to be issued on the Property for the benefit of the City in the full amount of the Purchase Price.

10. POSSESSION: Possession of the Property shall be delivered to the City immediately upon completion of Closing.

11. 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, then, except as expressly provided elsewhere in this Agreement, the following remedies shall apply:

(A) IF CITY IS IN DEFAULT: TPL may treat this Agreement as canceled and both parties shall thereafter be released from all obligations hereunder. TPL expressly waives the remedies of specific performance and additional damages.

(B) IF TPL IS IN DEFAULT: The City may elect to treat this Agreement as canceled, in which case all payments and things of value received hereunder shall be returned and the parties shall thereafter be released from all obligations hereunder except that, notwithstanding anything to contrary herein, TPL will pay any costs incurred under this Agreement; or, alternatively, CITY may elect to treat this Agreement as being in full force and effect and the City shall have the right to specific performance.

(C) COSTS AND EXPENSE: Notwithstanding anything to the contrary herein, in the event of any litigation arising out of this Agreement, the court shall award to the prevailing party all reasonable costs and expense, including attorney fees.

12. TERMINATION: If this Agreement is terminated by mutual consent or pursuant to any other termination right contained herein, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder except as expressly provided in this Agreement.

13. COOPERATION OF THE PARTIES: In the event that any third party brings an action against a party to this Agreement regarding the validity or operation of this Agreement, the other party will reasonably cooperate in any such litigation. Any party named in an action shall bear its own legal costs.

14. NO BROKER'S FEES: The City and TPL represent to each other that they have had no negotiations through or brokerage services performed by any broker or intermediary that would require the City to pay any commission or fees.

15. ASSIGNMENT: Any assignment of a party's rights and obligations under this Agreement shall require the prior written consent of the other party. If this Agreement is assigned, 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.

16. 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 provisions of this Agreement unless there is a failure of Consideration such that the Property cannot be conveyed as contemplated under this Agreement.

17. 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 of remedy available with respect to such breach of default. Further, no assent, expressed or implied, to any breach of any of the terms and conditions of this Agreement shall be deemed or taken to be a waiver or any other default or breach.

18. SUBJECT TO LOCAL LAWS; VENUE: Each and every term and condition herein is subject to the provisions of the laws of the State of Colorado. Venue for any legal action relating to this Contract shall lie in the District Court in and for the City and County of Denver, Colorado.

19. NOTICES: All notices provided for herein shall be in writing and shall be personally delivered or mailed by 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 paragraph:

Copies to: Real Estate Division
 Department of Finance
 City and County of Denver
 c/o Lisa Lumley
 201 West Colfax Avenue, Dept. 904
 Denver, Colorado 80202

 Denver City Attorney's Office
 c/o Patrick Wheeler, Municipal Operations Section
 201 West Colfax Avenue, Dept. 1201
 Denver, Colorado 80202

If to TPL: Justin Spring
 The Trust for Public Land
 1410 Grant Street # D210
 Denver, Colorado 80203

With a copy to: Peter N. Ives, Esq.
 The Trust for Public Land
 607 Cerrillos Road; Suite F-1
 Santa Fe, New Mexico 87505

The effective date of service of any notice under this Agreement shall be the date such notice is deposited in the mail or hand-delivered to the party.

20. PARTIES' LIABILITIES: Each party shall be responsible for any and all suits, demands, costs, or action resulting from its own individual acts or omissions.

21. INTEGRATION; AMENDMENTS: This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or

effect whatsoever, unless embodied herein in writing. Unless otherwise expressly provided herein, 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.

22. PARAGRAPH HEADINGS: The paragraph headings 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 paragraphs hereof to which they refer.

23. COUNTERPARTS: This Agreement shall be executed in at least two (2) counterparts, each of which shall be deemed to be an original, but all of which shall together be a single document.

22.

24. CONDITIONS AND APPROVALS PRECEDENT:

(A) By the City. This Agreement shall not be or become effective or binding until it has been approved by ordinance and it has been fully executed by all signatories of the City.

(B) By TPL Board of Directors or Designated Entity. All obligations of TPL under and pursuant to this Agreement are subject to TPL's Board of Directors, or other delegated authority, approval of the disposition of the Property, in TPL's sole and absolute discretion.

(C) Lease with Environmental Learning for Kids. The City and TPL acknowledge and agree that the completion of this property transaction is contingent on a lease being entered between the City and Environmental Learning for Kids ("ELK Lease"). Closing shall not occur until the ELK Lease is fully executed; provided, however, that the ELK Lease will be contingent on the City obtaining title to, and taking possession of, the Property as provided for in this Agreement.

25. AUTHORITY: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The person(s) executing this Agreement on behalf of each Party warrants that he/she/they have full authorization to execute this Agreement.

26. MERGER: The parties intend that the terms of this Agreement shall survive Closing and shall not be merged into the deeds conveying the Property.

27. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: TPL consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder (other than deeds), may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

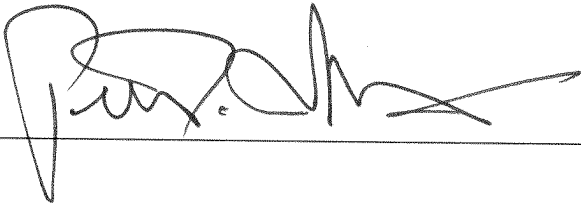
By _____

By _____



Contract Control Number: FINAN-201418462-00

Contractor Name: THE TRUST FOR PUBLIC LAND

By:  _____

Name: PETER N. IVES
(please print)

Title: SENIOR COUNSEL
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A
To The Purchase & Sale Agreement

Property Description

The land is described as follows:

A part of Lot 7, Block 1, Koll Peoria Center Filing No. 1, being a subdivision situated in the Northwest Quarter of Section 24, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, according to the plat thereof recorded in the City and County of Denver Clerk and Recorder's Office at Reception Number 9900000721, more particularly described as follows:

Commencing at a range point in Albrook Drive, being on a 20 foot range line, as monumented by a recovered 3-1/4" aluminum cap in a range box, stamped, "PLS 37993", whence a range point in said Albrook Drive, Being on a 20 foot range line and a point of curvature, as monumented by a recovered #8 rebar in a range box, bears S68°00'00"E, a distance of 414.81 feet, forming the basis of bearing used in this description with all bearings being relative thereto:

Thence departing and perpendicular to said 20 foot range line, S22°00'00"W, a distance of 50.00 feet to a point on the southerly right-of-way line of Albrook Drive, said point also being the most northerly boundary corner of said Lot 7;

Thence along said southerly right-of-way line, also being the northerly boundary of said Lot 7, being 50.00 feet southwesterly of and parallel with said 20 foot range line, the following two courses:

- 1) S68°00'00"E, a distance of 414.81 feet to a point of curvature;
- 2) Along a tangent curve to the right having a central angle of 00°31'43", a radius of 965.00 feet and an arc length of 8.90 feet to the Point of Beginning;

Thence continuing along the last described course being a tangent curve to the right having a central angle of 11°34'03", a radius of 965.00 feet and an arc length of 194.83 feet to the northeast boundary corner of said Lot 7;

Thence departing said southerly right-of-way line and along the exterior boundary of said Lot 7 the following eight courses:

- 1) S40°30'09"W, a distance of 150.00 feet;
- 2) S52°05'31"E, a distance of 133.14 feet;
- 3) S49°30'02"E, a distance of 125.00 feet;
- 4) S40°29'58"W, a distance of 60.00 feet;
- 5) S29°59'56"W, a distance of 98.77 feet;
- 6) S40°29'58"W, a distance of 9.00 feet to a point of curvature;
- 7) Along a tangent curve to the right having a central angle of 49°30'00", a radius of 245.00 feet and an arc length of 211.66 feet;
- 8) S90°00'00"W, a distance of 441.91 feet to the southwest boundary corner of said Lot 7;

Thence along a westerly boundary line of said Lot 7, N00°00'00"E, a distance of 275.67 feet;

Thence departing and perpendicular to the last described course, S90°00'00"E, a distance of 283.86 feet;

Thence N22°00'00"E, a distance of 124.39 feet;

Thence perpendicular to the last described course, S68°00'00"E, a distance of 33.70 feet;

Thence perpendicular to the last described course, N22°00'00"E, a distance of 231.67 feet to the Point of Beginning,

City and County of Denver,

State of Colorado.

For informational purposes only: APN 0124202013000

EXHIBIT B-1
TITLE COMMITMENT SCHEDULE B SECTION 1 REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay Title Company the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.
4. [Deleted]
5. Recordation of a Deed satisfactory to the Title Company, from The Trust for Public Land, a California nonprofit public benefit corporation, vesting fee simple title in and to City and County of Denver, a municipal corporation of the state of Colorado.

EXHIBIT B-2
TITLE COMMITMENT SCHEDULE B SECTION 2 EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Title Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

NOTE: Deletion of Exceptions 1- 4 will be deleted from the policy upon receipt of the Title Company's final owner affidavit, as required herein, and payment of premium.

5. Taxes and assessments for the year 2013 and subsequent years, a lien not yet due or payable.
6. This item has been intentionally deleted.
7. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, as reserved in United States Patent recorded October 6, 1886 in Book 274 at Page 100.
8. Covenants, conditions, restrictions and provisions as set forth in Declaration of Restrictive Covenant recorded March 21, 1984 in Book 3049 at Page 518, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
9. This item has been intentionally deleted.
10. This item has been intentionally deleted.
11. This item has been intentionally deleted.
12. This item has been intentionally deleted.
13. Terms, conditions, provisions, obligations, easements and agreements as set forth in the

Easement and Indemnity Agreement recorded October 29, 1998 at Reception No. 9800181257.

14. This item has been intentionally deleted.

15. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Koll Peoria Center Filing No. 1, recorded January 4, 1999 at Reception No. 9900000721.

16. Terms, conditions, provisions, obligations and agreements as set forth in the Detention Pond Covenant and Permit recorded February 19, 1999 at Reception No. 9900029989.

17. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded March 26, 1999 at Reception No. 9900054701.

18. Terms, conditions and provisions set forth in Denver Assessor's Parcel Reconfiguration Form recorded December 17, 2009 at Reception No. 2009162834.

19. Terms, conditions, provisions, obligations and agreements as set forth in the Grant of Easement and Right of Use Agreement recorded December 17, 2009 at Reception No. 2009162836.

20. Terms, conditions, provisions, obligations and agreements as set forth in the Storm Water and Detention Facility Easement recorded December 17, 2009 at Reception No. 2009162837.

21. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Drainage Facilities Management and Access Easement recorded December 17, 2009 at Reception No. 2009162838.

22. This item has been intentionally deleted.

23. Existing leases and tenancies.

NOTE: Upon receipt by the Company of a satisfactory final owners affidavit that confirms that there are no existing leases and tenancies affecting the Land at closing Item no. 23, above, will be deleted.

24. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/ACSM Land Title Survey dated October 23, 2012 and last revised November 4, 2013, prepared by Flatirons, Inc., as Job Number 12-60,482:

A) Dirt foot paths

EXHIBIT C
To Purchase & Sale Agreement

PROPERTY DEED
(Special Warranty Deed)

The TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation authorized to do business in Colorado, with an address of 1410 Grant Street, #D210, Denver, Colorado 80203-1846 (“**Grantor**”), for the consideration of One Million One Hundred Thirteen Thousand Dollars (\$1,113,000.00), and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, sells and conveys to the CITY AND COUNTY OF DENVER, a Colorado municipal corporation whose address is 1437 Bannock Street, Room 350, Denver, Colorado 80202 (“**Grantee**”), the following real property in the City and County of Denver, State of Colorado, to wit:

A part of Lot 7, Block 1, Koll Peoria Center Filing No. 1, being a subdivision situated in the Northwest Quarter of Section 24, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, according to the plat thereof recorded in the City and County of Denver Clerk and Recorder’s Office at Reception Number 9900000721, more particularly described as follows:

Commencing at a range point in Albrook Drive, being on a 20 foot range line, as monumented by a recovered 3-1/4" aluminum cap in a range box, stamped, "PLS 37993", whence a range point in said Albrook Drive, Being on a 20 foot range line and a point of curvature, as monumented by a recovered #8 rebar in a range box, bears S68°00'00"E, a distance of 414.81 feet, forming the basis of bearing used in this description with all bearings being relative thereto:

Thence departing and perpendicular to said 20 foot range line, S22°00'00"W, a distance of 50.00 feet to a point on the southerly right-of-way line of Albrook Drive, said point also being the most northerly boundary corner of said Lot 7; Thence along said southerly right-of-way line, also being the northerly boundary of said Lot 7, being 50.00 feet southwesterly of and parallel with said 20 foot range line, the following two courses:

- 1) S68°00'00"E, a distance of 414.81 feet to a point of curvature;
- 2) Along a tangent curve to the right having a central angle of 00°31'43", a radius of 965.00 feet and an arc length of 8.90 feet to the Point of Beginning; Thence continuing along the last described course being a tangent curve to the right having a central angle of 11°34'03", a radius of 965.00 feet and an arc length of 194.83 feet to the northeast boundary corner of said Lot 7;

Thence departing said southerly right-of-way line and along the exterior boundary of said Lot 7 the following eight courses:

- 1) S40°30'09"W, a distance of 150.00 feet;
 - 2) S52°05'31"E, a distance of 133.14 feet;
 - 3) S49°30'02"E, a distance of 125.00 feet;
 - 4) S40°29'58"W, a distance of 60.00 feet;
 - 5) S29°59'56"W, a distance of 98.77 feet;
 - 6) S40°29'58"W, a distance of 9.00 feet to a point of curvature;
 - 7) Along a tangent curve to the right having a central angle of 49°30'00", a radius of 245.00 feet and an arc length of 211.66 feet;
 - 8) S90°00'00"W, a distance of 441.91 feet to the southwest boundary corner of said Lot 7;
- Thence along a westerly boundary line of said Lot 7, N00°00'00"E, a distance of 275.67 feet;
Thence departing and perpendicular to the last described course, S90°00'00"E, a distance of 283.86 feet;
Thence N22°00'00"E, a distance of 124.39 feet;
Thence perpendicular to the last described course, S68°00'00"E, a distance of 33.70 feet;
Thence perpendicular to the last described course, N22°00'00"E, a distance of 231.67 feet to the Point of

EXHIBIT C
To Purchase & Sale Agreement

Beginning,
City and County of Denver,
State of Colorado (referred to herein below as the “**Property**”).

TO HAVE AND TO HOLD THE SAME, together with all of Grantor’s right, title and interest in and to all improvements, appurtenances, and privileges belonging or pertaining thereto, and all the estate, right, title, interest, and claim of Grantor, either in law or equity, to the use or benefit of Grantee, its successors and assigns, subject to the easements and encumbrances listed in Exhibit 1 attached hereto and incorporated herein by this reference.

Grantor shall and will warrant and forever defend the Property in the quiet and peaceable possession of Grantee and Grantee’s successors and assigns, against all and every person or person lawfully claiming the whole or any part of the Property, by, through or under the Grantor and no other.

SIGNED this ____ day of _____, 2014.

The TRUST FOR PUBLIC LAND,
A nonprofit California public benefit corporation

By: _____

Name: _____

Its: _____

STATE OF COLORADO)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ of _____, 2014, by _____, as _____ of the Trust for Public Land, a nonprofit California public benefit corporation, on behalf of said corporation.

Witness my hand and official seal.
My commission expires: _____
Notary Public

EXHIBIT C
To Purchase & Sale Agreement

EXHIBIT 1
TO SPECIAL WARRANTY DEED

(Title Encumbrances)