

PURCHASE AND SALE AGREEMENT
(1060 South Emporia Street, Denver, Colorado 80247)

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of the Effective Date (defined in Section 36 below), between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado (“**City**”), whose address is 1437 Bannock Street, Denver, Colorado 80202, and High Line Swim Club, LLC, a Colorado limited liability company (“**High Line**”), and 8552 Garden Circle, LLC, a Colorado limited liability company (“**8552 Garden Circle**”), both of whose address is 715 South Glencoe Street, Denver, Colorado 80246. High Line and 8552 Garden Circle are collectively referred to herein as “**Seller.**” City and Seller are collectively referred to herein as the “**Parties**” and individually as a “**Party.**”

RECITALS

A. Seller owns certain real Property (defined in Section 1 below) in the City and County of Denver, State of Colorado; and

B. Subject to the terms of this Agreement, Seller agrees to sell and the City agrees to purchase the Property; and

NOW, THEREFORE, in consideration of the promises 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. SUBJECT PROPERTY. Subject to the terms of this Agreement, the City shall purchase and the Seller shall sell the real property generally located at 1060 South Emporia Street, Denver, Colorado 80247, more particularly described in **Exhibit 1** attached hereto and incorporated herein by reference (“**Real Property**”), together with Seller’s interest, if any, in: (i) all easements, rights of way and vacated roads, streets and alleys appurtenant to the Real Property; (ii) all buildings, fixtures and improvements on the Real Property; (iii) all of Seller’s right, title and interest, if any, in and to all utility taps, licenses, permits, contract rights, and warranties and guarantees associated with the Real Property; (iv) any and all mineral rights, including but not limited to, sand, gravel, coal, and oil, gas and other hydrocarbons in, under, and that may be produced from the Real Property; and (v) all water rights, if any, owned by Seller appurtenant to or otherwise associated with the Real Property (collectively “**Property**”).

2. PURCHASE PRICE.

a. Purchase Price. The total purchase price for the Property to be paid by the City at Closing (defined in Section 9 below) as just compensation is **SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00)** (“**Purchase Price**”), which shall be payable as follows:

b. Earnest Money Deposit. On or before the 10th business day after the Effective Date, the City shall deposit with Land Title Guarantee Company (“**Title Company**”) an earnest money deposit in the amount of **FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00)** (which earnest money deposit, together with all interest and dividends earned

thereon, is herein referred to as the “**Deposit**”). The Deposit shall be retained by Seller or returned to the City in accordance with the terms and conditions of this Agreement.

c. Balance. The balance of the Purchase Price (after crediting the Deposit), subject to prorations and adjustments in accordance with Section 14 of this Agreement, shall be paid on the Closing Date (defined in Section 8 below).

3. ENVIRONMENTAL CONDITION.

a. Environmental Information. By the timeframe set forth in Section 7(a), Seller shall disclose, in writing, to the City all information Seller has actual knowledge of regarding any environmental contamination (including asbestos-contaminated soils) or the presence of any hazardous substances or toxic substances on, under, or about the Property. If Seller acquires any actual knowledge of any additional information regarding environmental contamination, Seller 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 and in any event prior to Closing. For purposes of this Agreement: “**hazardous substances**” means all substances listed pursuant to regulation and promulgated under the Comprehensive Environmental Response, Compensation, and Liability Act (“**CERCLA**”), 42 U.S.C., § 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; provided, however, that the term hazardous substance also includes “hazardous waste” and “petroleum” as defined in the Resource Conservation and Recovery Act (“**RCRA**”), 42 U.S.C. § 6901 *et seq.* §6991(1). The term “**toxic substances**” means and includes any materials present on the Property that are subject to regulation under the Toxic Substance Control Act (“**TSCA**”), 15 U. S. C. § 2601 *et seq.*, applicable state law, or any other applicable federal or state law now in force or later enacted relating to toxic substances. The term “toxic substances” includes asbestos, polychlorinated biphenyls (PCB’s), and lead-based paints.

b. Environmental Review. City, at its sole option and expense, may conduct or cause to be conducted environmental audits and perform other environmental tests on the Property to identify any existing or potential environmental problems located in, on, or under the Property, including the presence of any hazardous waste, hazardous substances or toxic substances. Seller hereby grants the City and any of its employees and consultants access to the Property to perform such audits and tests.

c. Notice of Unacceptable Environmental Conditions, Cure, City Election. By the deadline set forth in Section 7(b) of this Agreement, the City shall give notice to Seller of any unacceptable environmental conditions relating to the Property. Seller may elect (in Seller’s sole discretion), at Seller’s sole cost and expense, to cure such unacceptable environmental conditions by the deadline set forth in Section 7(c) to the City’s satisfaction. In the event Seller declines to cure the unacceptable environmental conditions or fails to respond to City’s notice thereof by the date set forth in Section 7(c) of this Agreement, the City, in its sole discretion and in addition to and without waiver of any other rights and remedies available to the City under this Agreement, may elect to waive such unacceptable conditions and proceed to Closing, or terminate this Agreement by providing written notice thereof to Seller by the deadline set forth in Section 7(d) of this Agreement in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

d. No Release of Seller. Seller understands and agrees that, by selling the Property, Seller does not transfer, nor is it released from, (i) any liability for the cleanup, removal, or remediation of any hazardous substances or toxic substances from the Property; or (ii) any liability, cost, or expense for the oversight, management, and removal of any asbestos (including asbestos-contaminated soils) or underground storage tanks from the Property, to the extent such liability may exist under federal, state, or local law.

4. INSPECTION/SURVEY. The City has the right to inspect the physical condition of the Property. Seller, at its sole cost and expense, shall provide to the City copies of any surveys of the Property in its possession or under its control in accordance with the delivery schedule set forth in Section 7(a) below. In addition, the City, at its sole cost and expense, shall have the right to either update any survey delivered to the City by Seller, or have its own survey completed. This right to inspect is in addition to the right of the City to obtain an environmental audit. The City shall give notice of any unacceptable physical or survey conditions of the Property to Seller by the deadline set forth in Section 7(b). Seller may elect (in Seller's sole discretion), at Seller's sole cost and expense, to cure such unacceptable physical or survey conditions by the deadline in Section 7(c) of this Agreement to the City's satisfaction. In the event Seller declines to cure the unacceptable physical or survey conditions or fails to respond to the City's notice thereof by the date set forth in Section 7(c) of this Agreement, the City, at its sole discretion and in addition to and without waiver of any other rights and remedies available to the City under this Agreement, may elect to waive such unacceptable physical or survey condition and proceed to Closing, or terminate this Agreement by providing written notice thereof to Seller by the deadline set forth in Section 7(d) of this Agreement in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

Seller shall, within ten (10) days of the Effective Date, deliver to City copies of any and all existing leases, agreements, contracts or arrangements for management, service, maintenance or operation with respect to the Property, that are currently in Seller's possession or control ("**Service Contracts**"). Any Service Contracts shall be terminated on or before the Closing Date at the sole and exclusive cost of Seller.

5. TITLE.

a. Title Review. The City has obtained or will obtain a commitment for an owner's title insurance policy for the Property, which commitment, including all updates thereto and all copies or abstracts of instruments or documents identified in the commitment, are herein collectively referred to as the "**Title Documents**."

b. Matters Not Shown by the Public Records. By the deadline set forth in Section 7(a) of this Agreement, Seller shall deliver to the City complete and accurate copies of all lease(s) and survey(s) in Seller's possession or control pertaining to the Property that are not included in the Title Documents and shall disclose, in writing, to the City all easements, licenses, right to use agreements, liens or other title matters not shown by the public records of which Seller has actual knowledge that are not included in the Title Documents. In addition, Seller shall provide to the City all documents that pertain to the Property and are in Seller's possession or control, including soil reports, geo tech reports, water rights and engineering analyses, traffic studies, surveys, leases, and operating expenses for the Property.

c. Notice of Unacceptable Condition, Cure, and City Elections. The City shall give notice of any unacceptable conditions of title to Seller by the deadline set forth in Section 7(b) of this Agreement. At Seller's sole cost and expense, Seller may cure such unacceptable conditions by the date in Section 7(c) of this Agreement to the City's satisfaction. In the event Seller declines to cure such unacceptable conditions or fails to respond to the City's notice thereof by the date in Section 7(c) of this Agreement, the City, in its sole discretion and in addition to and without waiver of any other rights and remedies available to the City under this Agreement, may elect to waive such unacceptable conditions and proceed to Closing, or terminate this Agreement by providing written notice thereof to Seller by the deadline set forth in Section 7(d) of this Agreement in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

d. Subsequently Discovered Defects. At any time prior to Closing, if any matter affecting title to the Property not caused by the City ("Defect") shall arise or be discovered by the City which is not set out in the Title Documents or disclosed to the City by Seller prior to the expiration of the Due Diligence Period, the City shall have the right to object to such Defect by the delivery to Seller of notice of such Defect within fourteen (14) days after the City discovers such Defect provided that, if such Defect is discovered within fourteen (14) days prior to the Closing Date, the Closing shall be extended for such period as may be necessary to give effect to the provisions of this Section 5(d). Upon receipt of notice of the City's objection to any such Defect, Seller shall cure such Defect to the satisfaction of the City and the Title Company within five (5) days from the date of such notice. If such cure period extends beyond the Closing Date, the Closing Date shall be extended to five (5) days after the expiration of such cure period. If Seller cures the City's objection to the satisfaction of the City within such cure period, then the Closing shall occur on the original or postponed date of the Closing but otherwise upon the terms and provisions contained herein. If Seller has not cured such Defect to the satisfaction of the City and the Title Company prior to the expiration of the applicable cure period, in addition to and without waiver of any other rights and remedies available to the City under this Agreement, the City shall have the right to (i) close on such original or postponed date, which Closing shall be without waiver or release of any rights or remedies that survive Closing and are available to the City for a breach of this Agreement by Seller; (ii) extend the Closing Date by written notice to Seller to allow such additional time as the Parties may agree for Seller to cure the Defect; or (iii) terminate this Agreement by giving notice to Seller before such original or postponed date, in which case the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

6. CLOSING PRE-CONDITIONS.

a. The City's obligation to close shall be conditioned upon the Title Company's irrevocable commitment to issue to City, at Closing, an ALTA form of extended coverage owner's policy of title insurance insuring marketable fee simple title to the Property in City in the amount of the Purchase Price, subject only to the permitted exceptions accepted by the City in accordance with Section 5 above ("**Title Policy**"). Seller shall cooperate with the Title Company by executing, as necessary, reasonable and customary affidavits and provide reasonable assurances necessary for

removal of the standard exceptions for defects, liens, mechanic's liens, tax or assessment liens, title insurance, encumbrances, encroachments, prescriptive easements, adverse claims, or similar matters, regarding such matters.

b. Seller's aforementioned obligation to execute necessary affidavits and provide adequate assurances for the removal of the standard exceptions from title insurance to be issued is a condition precedent to the City's obligation to purchase the Property.

c. Prior to Closing, Seller shall have terminated the Service Contracts.

d. From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller: (a) shall operate and maintain the Property in the manner that it is currently being operated and maintained by Seller; (b) shall not enter into any new lease, lease modification, lease extension or other occupancy or use agreement without obtaining City's prior written consent, which consent may be withheld, conditioned, or delayed in City's sole and absolute discretion; and (c) shall not enter into any contracts, commitments, or other obligations that would be binding upon the City and/or the Property after Closing without obtaining City's prior written consent, which consent may be withheld, conditioned, or delayed in City's sole and absolute discretion.

e. The City shall have received all appropriations and approvals from the City Council and/or any other persons or authorities that are necessary for the City to acquire the Property.

f. There shall have been no material adverse change in the condition, including the environmental condition, or results of operations of the Property, and the Property shall not have sustained any loss or damage which materially adversely affects its use.

g. Seller shall not be in breach, beyond any applicable cure periods if provided by this Agreement, of any of Seller's representations, warranties, covenants, or obligations under this Agreement.

If any of the foregoing conditions precedent to the City's obligation to close are not satisfied by the Closing Date or such earlier date as is required under this Agreement, then in addition to and without waiver of any other rights and remedies available to the City under this Agreement, the City shall have the right to (i) close on the Closing Date (which may be extended as provided in this paragraph), which Closing shall be without waiver or release of any rights or remedies that survive Closing and are available to the City for an uncured breach of this Agreement, if any, by Seller; (ii) extend the Closing Date by written notice to Seller to allow such additional time as the Parties may agree for the subject condition(s) precedent to be satisfied; or (iii) terminate this Agreement by giving notice to Seller before the original or extended Closing Date, in which case the Title Company shall return the Deposit to the City and this Agreement shall terminate automatically and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

7. TIMEFRAMES.

a. Seller's Disclosure. Except as otherwise provided in this Agreement, Seller shall deliver any documents and make the disclosures required by this Agreement, including as required under Sections 3(a) and 5(b) of this Agreement, no later than 5 p.m. mountain time five (5) days after the Effective Date.

b. City's Objection Notice and Right to Terminate.

i. The City shall notify Seller in writing of any unacceptable environmental, physical, survey, title conditions and all other unacceptable matters under Sections 3(c), 4 and 5(c) of this Agreement, above, no later than 5 p.m. mountain time on the date that is sixty (60) days after the Effective Date ("**Due Diligence Period**").

ii. The City may terminate this Agreement for any reason or no reason at all in the City's sole and absolute discretion by delivering written notice to Seller on or before the expiration of the Due Diligence Period, in which event the Title Company shall return the Deposit to the City and this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

c. Seller's Cure. Seller shall have until no later than 5 p.m. mountain time five (5) days from the date of City's objection notice to elect to cure all the unacceptable conditions set forth in any objection notice delivered under Sections 3(c), 4, 5(c) and/or 7(b) of this Agreement.

d. City's Election. In the event Seller declines to cure the unacceptable conditions or fails to respond to City's notice thereof by the date set forth in Section 7(c) of this Agreement, the City, in its sole discretion and in addition to and without waiver of any other rights and remedies available to the City under this Agreement, may elect to waive any uncured objections and proceed to Closing, or terminate this Agreement by written notice delivered to Seller within fourteen (14) days of the deadline to cure established in Section 7(c) of this Agreement. In the event the City terminates this Agreement, the Title Company shall return the Deposit to the City and this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

e. Deadlines. In the event any deadline for a Party's performance occurs on a Saturday, Sunday or national holiday, the deadline for such performance shall automatically extend to the next regular business day following such weekend or national holiday.

8. DATE OF CLOSING. Subject to the provisions of this Agreement, the date of Closing ("**Closing Date**") shall be the date that is thirty (30) days after expiration of the Due Diligence Period, or on a date as otherwise agreed by the Parties in writing signed by the Director of the Division of Real Estate, or her designee, and the Seller.

9. CLOSING. The closing of the transaction contemplated by this Agreement ("**Closing**") shall take place at the offices of the Title Company and shall be completed on or before 4:00 p.m. mountain time on the Closing Date. Seller or Buyer may elect to close in escrow without attending the Closing.

a. Obligations of Seller at Closing. Seller shall cause the following to occur at the Closing:

i. Seller shall execute, have acknowledged and deliver a Special Warranty Deed in substantially the form set forth as **Exhibit 2** attached hereto and incorporated herein by reference (“**Deed**”) conveying the Property to the City free and clear of all taxes (with proration of taxes as provided herein).

ii. Seller shall deliver such other instruments and documents as may be reasonably necessary or required to transfer title to the Property to City, in the condition herein contemplated, including any affidavit or agreement required by the Title Company.

b. Obligations of City at Closing: The City shall cause the following to occur at Closing:

i. City shall deliver or cause to be delivered to the Title Company good funds by wire transfer in the amount of the Purchase Price after crediting the Deposit and subject to prorations and adjustments in accordance with Section 14 of this Agreement.

ii. City shall deliver such other instruments and documents as may be reasonably necessary or required to close the transaction contemplated by this Agreement, including execution and delivery of any documents customarily and reasonably required by the Title Company.

c. Closing Costs. Closing costs shall be paid as provided in Section 13 below.

10. POSSESSION. Possession of the Property in the condition required by this Agreement shall be delivered to the City at Closing.

11. REPRESENTATIONS AND WARRANTIES.

a. Each entity comprising Seller warrants and represents that as of the Effective Date and at the time of conveyance of the Property:

i. There are no other parties in possession of all or any portion of the Property and the City shall have possession of the Property at Closing in the condition required by this Agreement;

ii. Except as shown in the Title Documents and/or otherwise disclosed by Seller to the City in accordance with the provisions of this Agreement, there are no leasehold interests, encumbrances, liens, covenants, restrictions, reservations, options, rights-of-way, easements, encroachments, claims, or other matters affecting title to or possession of all or any portion of the Property, and all bills and claims for labor performed and materials furnished to or for the benefit of the Property have been paid or will be paid in full by Seller at or prior to Closing;

iii. There is no known condition existing with respect to the Property or its operation that violates any law, rule, regulation, code or ruling of the local jurisdiction, the State of Colorado, the United States, or any agency or court thereof;

iv. There are no patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

v. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person affecting Seller or the Property, nor does Seller know of any grounds for any such litigation, proceeding or investigation;

vi. Each and every document, schedule, item, and other information delivered or to be delivered by the Seller to the City or made available to the City for inspection under this Agreement is complete and accurate, or will be complete and accurate on or before the timeframes set forth herein;

vii. Seller has provided or will provide to the City, on or before the timeframes set forth herein, copies of all leases, rental or occupancy agreements, and all other agreements and documents not shown in the real property records relating to all or any portion of the Property, in accordance with the provisions of Section 5 of this Agreement (Title);

viii. No portion of the Property is owned by a person or entity other than Seller, Seller is the lawful owner of all items comprising the Property to be conveyed to the City under this Agreement, and Seller is entitled to the portion of the Purchase Price allocable to such items as compensation for the same;

ix. There are no claims of possession not shown by record, as to any part of the Property, and except for this Agreement, there are no contracts of sale, options to purchase, reversionary rights, rights of first refusal, rights of first offer, or similar preemptive rights affecting all or any portion of the Property;

x. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code of 1986, as amended, and the corresponding income tax regulations and similar provisions of law, and neither Seller nor any persons or entities holding any legal or beneficial interest whatsoever in Seller are: (A) the target of any sanctions program established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (B) designated by the President of OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701–06, the PATRIOT Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; (C) named in the following lists that are published by OFAC: “List of Specially Designated Nationals and Blocked Persons” or “Foreign Sanctions Evaders List;” or (D) a person or entity that is affiliated with any person or entity identified in clauses (A), (B), or (C) above;

xi. Seller and its affiliated entities and persons (collectively, the “**Seller Affiliates**”) have not: (A) commenced a voluntary case with respect to it or its assets, or had entered against it any petition, for relief under any federal bankruptcy law or any similar petition, order, or decree under any federal or state law or statute related to bankruptcy, insolvency, or other relief for debtors; (B) caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding, to hold, administer, and/or liquidate all or substantially all of its assets; or (C) made a general assignment for the benefit of creditors; and

xii. With respect to environmental matters, except as disclosed by Seller to the City in accordance with the provisions of this Agreement:

A. No part of the Property has ever been used as a landfill by Seller;

B. Seller has no reason to believe or suspect and has no actual knowledge of the presence of asbestos-contaminated soils existing within the Property;

C. Seller has no knowledge or information that the Property is or may be contaminated with any hazardous substances or toxic substances;

D. Seller has not caused and will not cause, and to the best of the Seller's knowledge, there never has occurred, the release of any hazardous substances or toxic substances on, from, or about the Property;

E. Seller has received no written or official notification that the Property is subject to any federal, state or local lien, proceedings, claim, liability or action or the threat or likelihood thereof, for the cleanup, removal, or remediation of any hazardous substances or toxic substances from the Property; and

F. Seller has no knowledge or information as to any storage tanks on or beneath the Property.

b. Each Party hereto represents to the other Party that:

i. It has the requisite power and authority to execute and deliver this Agreement and the related documents to which such Party is a signatory;

ii. The execution and delivery of this Agreement by such Party has been duly authorized by all requisite action(s) and creates valid and binding obligations of such Party enforceable in accordance with its terms, subject to the terms of this Agreement and subject to the effect of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing, the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors;

iii. To the actual knowledge of (a) the Director of the Division of Real Estate for the City; and (b) Seller: neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental authority or conflict with, result in a breach of, or constitute a default under any contract, lease, license instrument or other arrangement to which such Party is bound;

iv. It is authorized to execute this Agreement on behalf of its officers, directors, representatives, employees, subsidiaries, affiliates, members/shareholders, agents, trustees, beneficiaries, attorneys, insurers, successors, predecessors and assigns. Each person who signs this Agreement in a representative capacity represents that he or she is duly authorized to do so;

v. It has not sold, assigned, granted or transferred to any other person, natural or corporate, any chose in action, demand or cause of action encompassed by this Agreement; and

vi. IT IS FREELY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT UNCOERCED BY ANY OTHER PERSON AND THAT IT HAS READ THIS AGREEMENT AND HAS BEEN AFFORDED THE OPPORTUNITY TO OBTAIN THE ADVICE OF LEGAL COUNSEL OF ITS CHOICE WITH REGARD TO THIS AGREEMENT AND UNDERSTANDS THE SAME.

12. PAYMENT OF ENCUMBRANCES. Seller is responsible for paying all monetary liens and encumbrances with respect to the Property at or before Closing from the proceeds of this transaction or from any other source.

13. CLOSING COSTS, DOCUMENTS AND SERVICES. The City shall pay for any title insurance policy to be issued on the Property for the benefit of the City and all fees for real estate closing services. The City and Seller shall sign and complete all customary or required documents at or before Closing, including the Deed. Any documents executed before Closing shall be held in escrow until all conditions of Closing are satisfied. The City's Director of Real Estate or her designee shall sign all such closing documents, including, if necessary, an escrow agreement, on behalf of the City.

14. PRORATIONS. Seller shall pay any and all taxes and special assessments accrued and owed on the Property prorated through the date of Closing. Based on the most recent levy and the most recent assessment, at or before Closing, Seller shall pay all utility, water and sewer charges, and other items related to the Property prorated through the date of Closing.

15. TIME IS OF THE ESSENCE/REMEDIES. Time is of the essence in this Agreement. All the agreements and representations set forth in this Agreement 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 under this Agreement is not performed or waived as provided in this Agreement, then there shall be the following remedies, which shall be in addition to and without limitation of any other rights and remedies provided to a Party under this Agreement:

a. City Default. If the timeframes in Sections 7(b) and 7(d) above have expired such that the City no longer has the right to terminate this Agreement under either of such sections, and if the City is in default under this Agreement and such default has not been cured by the City within the timeframe provided elsewhere in this Agreement, or in the absence of any such timeframe, if the City's default is not cured within ten (10) business days after City's receipt of written notice thereof from Seller, then Seller may, as its sole and exclusive remedy, terminate this Agreement by written notice to the City and receive the Deposit as liquidated damages. CITY AND SELLER AGREE THAT, IN THE EVENT OF TERMINATION OF THIS AGREEMENT AS A RESULT OF CITY'S UNCURED DEFAULT, SELLER'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX. THE PARTIES THEREFORE AGREE THAT, IN SUCH EVENT, SELLER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, IS ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSIT (INCLUSIVE OF INTEREST AND DIVIDENDS EARNED THEREON), IN WHICH CASE, (i) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF CITY

AND SELLER HEREUNDER SHALL TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER OTHER THAN PURSUANT TO ANY PROVISION HEREOF WHICH EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT, AND (ii) TITLE COMPANY SHALL DELIVER THE DEPOSIT (INCLUSIVE OF INTEREST AND DIVIDENDS EARNED THEREON) TO SELLER PURSUANT TO SELLER'S INSTRUCTIONS, AND THE SAME SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES. THE PARTIES HEREBY AGREE THAT THE AMOUNT OF THE DEPOSIT IS A FAIR AND REASONABLE ESTIMATE OF THE TOTAL DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT OF CITY'S FAILURE TO CONSUMMATE THE CLOSING DUE TO CITY'S UNCURED DEFAULT UNDER THIS AGREEMENT, AND AS A RESULT, SELLER AGREES THAT RECEIPT OF THE DEPOSIT (INCLUSIVE OF INTEREST AND DIVIDENDS EARNED THEREON) SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY AND IRREVOCABLY WAIVES THE RIGHT TO SEEK OR OBTAIN ANY OTHER LEGAL OR EQUITABLE REMEDIES FOR THE CITY'S UNCURED DEFAULT UNDER THIS AGREEMENT, INCLUDING THE REMEDIES OF DAMAGES AND SPECIFIC PERFORMANCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PARAGRAPH OR ELSEWHERE IN THIS AGREEMENT, SELLER ACKNOWLEDGES AND AGREES THAT THE CITY IS RELYING UPON AND DOES NOT WAIVE THE MONETARY LIMITATIONS OR ANY OTHER RIGHTS, IMMUNITIES OR PROTECTIONS PROVIDED BY THE COLORADO GOVERNMENTAL IMMUNITY ACT, C.R.S. § 24-10-101, *ET SEQ.*, AS AMENDED.

b. Seller Default. If Seller is in default under this Agreement and such default has not been cured by Seller within the timeframe provided elsewhere in this Agreement, or in the absence of any such timeframe, if Seller's default is not cured within ten (10) business days after Seller's receipt of written notice thereof from the City, then the City may elect to (i) terminate this Agreement by written notice to Seller, in which case any things of value received by a Party under this Agreement shall be returned to the providing Party, the Title Company shall return the Deposit to the City, and this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement); or (ii) treat this Agreement as being in full force and effect and seek specific performance and damages, including delay damages and attorney fees, or both, and any other legal or equitable remedy. Nothing herein waives, impairs, limits or modifies the City's power and authority of condemnation.

16. RETURN OF DOCUMENTS. If this Agreement is terminated, then all documents and things of value received by a Party under this Agreement from the other Party shall be returned to the providing Party, the Title Company shall return or pay the Deposit to the Party entitled hereto under this Agreement, and this Agreement shall terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement).

17. 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.

18. 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 that would require the City to pay any commission or fees. Any arrangements that Seller has with a broker or other intermediary, including Paul Aceto with The Aceto Team, regarding the sale of the Property shall be paid in full by Seller prior to or at Closing in accordance with the terms of a separate written agreement between Seller and such person or intermediary.

19. SEVERABILITY. In the event that any provision of this Agreement would be held to be invalid, prohibited, or unenforceable in any applicable jurisdiction for any reason unless narrowed by construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable in any jurisdiction for any reason. Such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition, or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

20. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance duties under the Agreement, the Seller agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Seller shall insert the foregoing provision in all subcontracts for work on the Property.

21. WHEN RIGHTS AND REMEDIES NOT WAIVED. In no event shall any performance under this Agreement constitute or be construed to be a waiver by either Party of any breach of covenant or condition or of any default that may then exist. The rendering of any such performance when any breach of default exists in no way impairs or prejudices any right or remedy available with respect to the breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement may be deemed or taken to be a waiver of any other default or breach.

22. SUBJECT TO LOCAL LAWS; VENUE. This Agreement is subject to and is to be construed in accordance with the laws of the City and County of Denver and the State of Colorado, without regard to the principles of conflicts of law, including all matters of formation, interpretation, construction, validity, performance, and enforcement. Venue for any action arising out of this Agreement shall be exclusively in the District Court of the City and County of Denver, Colorado.

23. NOTICES. All notices provided for in this Agreement must be in writing and be personally delivered, sent via facsimile or electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, if to the Seller at the addresses or facsimile numbers listed below and if to the City at the addresses or facsimile numbers given below. Notices sent electronically or by facsimile are effective when sent. Notices that are personally delivered or sent by certified or registered mail are effective upon receipt. The Parties

may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to City:

Lisa Lumley
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
e-mail: lisa.lumley@denvergov.org

and

Iris Foster
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
E-mail: iris.foster@denvergov.org

With copies of termination and similar notices to:

Mayor
City and County of Denver
1437 Bannock Street, Room 350
Denver, Colorado 80202

and

Denver City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver, Colorado 80202

If to Seller:

High Line Swim Club, LLC and 8552 Garden Circle, LLC
715 South Glencoe Street
Denver, Colorado 80246
e-mail: joseph.m.skinner1@gmail.com and lydia.l.skinner@gmail.com

24. RIGHT TO ALTER TIME FOR PERFORMANCE. The Parties may alter any time for performance set forth in this Agreement by a letter signed by the Director of the Division of Real Estate, or her designee, and an authorized representative of Seller.

25. AGREEMENT AS COMPLETE 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 to this Agreement will have any force or effect whatsoever, unless embodied in writing in this Agreement. Except as expressly provided for in this Agreement, no subsequent novation, modification, renewal, addition, deletion,

or other amendment to this Agreement shall have any force or effect unless embodied in a written amendatory or other agreement executed by both Parties.

26. THIRD-PARTY BENEFICIARY. It is the intent of the Parties that no third-party beneficiary interest is created in this Agreement except for any permitted assignment hereof as provided in Section 33 below. The Parties are not presently aware of any actions by them or any of their authorized representatives that 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.

27. 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.

28. 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, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

29. 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.

30. CONFLICT OF INTEREST BY CITY OFFICER. Seller represents that to the best of Seller’s 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.

31. MERGER. The terms of this Agreement survive Closing and do not merge into the Deed conveying the Property.

32. CONSTRUCTION. This Agreement may not be interpreted in favor of or against either Seller or the City merely because of their respective efforts in preparing it. The rule of strict construction against the drafter does not apply to this Agreement. This instrument is subject to the following rules of construction:

a. Specific gender references are to be read as the applicable masculine, feminine, or gender-neutral pronoun.

b. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”

c. The words “Party” and “Parties” refer only to a named party to this Agreement.

d. Unless otherwise specified, any reference to a law, statute, regulation, charter or code provision, or ordinance means that statute, regulation, charter or code provision, or

ordinance as amended or supplemented from time to time and any corresponding provisions of successor statutes, regulations, charter or code provisions, or ordinances.

e. The recitals set forth in this Agreement are intended solely to describe the background of this Agreement and form no part of this Agreement. Headings and captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provisions hereof.

33. ASSIGNMENT. The City is not obligated or liable under this Agreement to any party other than Seller named in this Agreement. Seller understands and agrees that it may not assign any of its rights, benefits, obligations, or duties under this Agreement without the City's prior written approval.

34. CITY EXECUTION OF AGREEMENT. This Agreement is subject to, and will not become effective or binding on the City until, full execution by all signatories of the City.

35. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is an original and together constitute the same document. This Agreement may be executed by facsimile or electronically scanned signatures which shall be deemed an original.

36. EFFECTIVE DATE. The effective date of this Agreement ("**Effective Date**") shall be the date the City delivers a fully executed copy of this Agreement to the Seller.

37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. Each Party consents to the use of electronic signatures by the other Party. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this 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 this 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.

38. NO RELIANCE. Except for the respective representations, warranties, covenants and obligations of the Parties in this Agreement, the Parties (a) expressly assume any and all risks that the facts and law may be or become different from the facts and law as known, or believed to be true, by the Parties as of the date of this Agreement; and (b) agree that in executing this Agreement, no Party has relied upon any information supplied by the other or by their attorneys, or upon any obligation or alleged obligation of the other Party to disclose information relevant to this Agreement.

39. JOINT AND SEVERAL LIABILITY. Each of the entities comprising Seller shall be jointly and severally liable for the representations, warranties, covenants, and obligations of Seller under this Agreement.

[Remainder of Page Intentionally Left Blank]

Contract Control Number:
Contractor Name:
LLC

FINAN-202477159-00
HIGH LINE SWIM CLUB, LLC and 8552 Garden Circle,

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:
LLC

FINAN-202477159-00
HIGH LINE SWIM CLUB, LLC and 8552 Garden Circle,

By: **SEE VENDOR SIGNATURE PAGE ATTACHED**

Name: _____
(please print)

Title: _____
(please print)

By: _____

Name: _____
(please print)

Title: _____
(please print)

“SELLER”

High Line Swim Club, LLC,
a Colorado limited liability company

By: Lydia Skinner

Name: Lydia Skinner

Title: Owner

STATE OF COLORADO)

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on the 3rd day of December, 2024, by Lydia Skinner as owner of High line swim club llc.

WITNESS my hand and official seal.



[Signature]
Notary Public

High Line Swim Club, LLC,
a Colorado limited liability company

By: Joseph Skinner

Name: Joseph Skinner

Title: Owner

STATE OF COLORADO)

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on the 3rd day of December, 2024, by Joseph Skinner as owner of High line swim club llc.

WITNESS my hand and official seal.



[Signature]
Notary Public

8552 Garden Circle, LLC,
a Colorado limited liability company

By: *Joseph Skinner*

Name: Joseph Skinner

Title: owner

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on the 3rd day of
December, 2024, by Joseph Skinner as
owner of 8552 Garden Circle LLC.

WITNESS my hand and official seal.



[Signature]
Notary Public

EXHIBIT 1

(Legal Description of Property)

TRACT 38,
RANGE VIEW, FOURTH FILING,
EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF AURORA BY WARRANTY
DEED RECORDED JUNE 22, 1993 UNDER RECEPTION NO. R-93-0079834, CITY AND
COUNTY OF DENVER, STATE OF COLORADO.

EXHIBIT 2
(Form of Special Warranty Deed)

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (“Deed”), made as of this _____ day of _____, 202__, by _____ whose address is _____ (“Grantor”) to the CITY AND COUNTY OF DENVER, a Colorado municipal corporation of the State of Colorado and home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“Grantee”).

WITNESSETH, that the Grantor, for and in consideration of the sum of _____ Dollars (\$ _____) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto the Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by the Grantor situate, lying and being in the City and County of Denver, State of Colorado, and being more particularly described on Exhibit A attached hereto and incorporated herein (“Property”);

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in, and to the above-bargained Property, together with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto the Grantee, and its successors and assigns forever. The Grantor, for itself and its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained Property in the quiet and peaceable possession of the Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor.

No separate bill of sale with respect to improvements on the Property will be executed.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

[Signature page(s) and exhibit to be attached]