

AGREEMENT FOR PURCHASE OF REAL PROPERTY
(Willow Bay Property)

THIS AGREEMENT FOR PURCHASE OF REAL PROPERTY (this “Agreement”) is made as of this ____ day of May, 2017, by and between THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation (“TPL”), and ADAMS COUNTY, COLORADO, a political subdivision of the State of Colorado (the “County”).

RECITALS

A. TPL has entered into a contract (the “Contract”) with a private land owner to acquire a certain parcel of real property, consisting of 174 acres, more or less, located in Adams County, Colorado, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Property”).

B. Contingent upon TPL’s acquisition of the Property from its current owner, TPL desires to convey the Property to the County, and the County desires to acquire the Property from TPL.

C. The County has had full opportunity to review title to the Property and is fully satisfied with the title as reflected in that ALTA Commitment for the issuance of title insurance dated May 1, 2017 by Land Title Guarantee Company as Order No. ABC70465209-3.

D. The County has had full opportunity to review the environmental condition of the Property and is fully satisfied therewith.

E. The County has had full opportunity to conduct any and all inspections of the Property that it has desired to undertake and has no objections to the status or condition of the Property or any improvements located thereon and accepts the Property in the condition in which it is currently and subject to all matters of record.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties desire to be bound as follows:

1. INCORPORATION OF RECITALS. The Recitals set forth above are incorporated herein by reference.

2. CONSIDERATION. TPL will sell the Property to the County and the County will buy the Property from TPL for an acquisition purchase price payable in cash equal to the fair market value of the Property (the “Acquisition Amount”), as determined by an appraisal report approved by the County and its funding partners. The fair market value of the Property is expected to be between Nine Million and Ten Million Dollars (\$9,000,000.00 - \$10,000,000.00). The County will also pay all escrow, closing, and other transaction costs for its acquisition of the Property.

3. CONVEYANCE OF PROPERTY. At Closing (defined below), TPL will cause the Property to be transferred to the County by Special Warranty Deed, either from TPL or

directly from the existing owner, in substantially the form of Exhibit B attached hereto, subject to all matters of record.

4. CLOSING.

(a) The consummation of this transaction (the “Closing”) will occur at the offices of the Land Title Guarantee Company, 3033 E. 1st Ave., Denver, CO on or before May 31, 2017, or such other date as the parties mutually agree to in writing.

(b) The County will pay all closing costs, including: (i) the escrow fee; (ii) all documentary tax, sales tax, or real property transfer tax, if applicable; and (iii) the premium for the County’s title policy.

(c) The County, depending on available resources, may pay an additional amount not to exceed \$25,000.00, as a reimbursement to TPL of its appraisal, other due diligence and similar expenses, incurred for the benefit of TPL and the County.

(d) Each party will pay its own attorneys’ fees and similar staffing costs.

5. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

6. BINDING ON SUCCESSORS. This Agreement is binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

7. ADDITIONAL DOCUMENTS. TPL and County will execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

8. ENTIRE AGREEMENT; MODIFICATION. This Agreement constitutes the entire contract between the TPL and County as to the acquisition in fee of the Property by the County and no modification hereof will be binding unless in writing and signed by both parties.

9. SEVERABILITY. Each provision of this Agreement is severable from any and all other provisions of this Agreement. If any provision of this Agreement is for any reason unenforceable, the balance will nonetheless be of full force and effect.

10. AS-IS SALE; RELEASE.

(a) The conveyance of the Property to the County is AS-IS, WHERE IS, WITHOUT REPRESENTATION, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMING ANY WARRANTY AS TO THE MERCHANTABILITY OF THE PROPERTY INTEREST OR ITS FITNESS FOR A PARTICULAR PURPOSE.

11. COUNTERPARTS/SCANNED SIGNATURES. This Agreement may be signed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement and any amendment hereto as the parties may in the future agree to may be executed and communicated by email or facsimile

transmission, which will have the force and effect of binding and obligating the party thereto, without the need to further transmission of the original signature.

12. CONDITIONS TO CLOSING. TPL's performance of its obligations under this Agreement is subject to and contingent upon (a) TPL's acquisition of the Property from its current owner, and (b) TPL obtaining approval of the transaction by the TPL's Board of Directors, or a committee thereof. If TPL does not obtain such approval, then TPL will have the right to terminate this Agreement by written notice to County, and thereafter, the parties will have no further liability to each other. The parties stipulate and agree that the County's Board or committee's determination or determinations will be final and not subject to challenge or appeal in any way.

13. SIGNAGE. After the County's acquisition of the Property, any project signage erected on the Property shall state that: "The acquisition of this site was completed with the help of The Trust for Public Land, a non-profit land conservation organization." This Section 13 will survive the Closing.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date of the last signature below.

COUNTY OF ADAMS

APPROVED AS TO FORM:

By: _____
_____, Chair
Adams County Board of County Commissioners

Adams County Attorney's Office

Date: _____

ATTEST:

CLERK AND RECORDER

Deputy Clerk

THE TRUST FOR PUBLIC LAND
a nonprofit California public benefit corporation

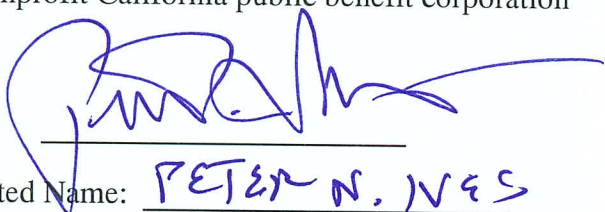
By: 
Printed Name: PETER N. IVES
Title: SENIOR COUNSEL

EXHIBIT A
(Property Description)

WILLOW BAY PROPERTY DESCRIPTION

(Title Commitment Old Republic National Title Insurance Company ABC70465209-2, dated 9/9/16)

PARCEL E:

THE NORTHEAST 1/4 OF SAID SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THOSE PARCELS CONVEYED IN DEEDS RECORDED SEPTEMBER 18, 1926 IN BOOK 150 AT PAGE 319 AND NOVEMBER 3, 1968 IN BOOK 1433 AT PAGE 262, COUNTY OF ADAMS, STATE OF COLORADO.

AND ALL THAT PART OF THE EAST 1/2 NORTHWEST 1/4 OF SAID SECTION 23, LYING EAST AND NORTH OF THE PRESENT FENCE LINE BETWEEN LANDS FORMERLY OWNED BY EMMA R. ALTER AND SARAH L. SWAIN (GRANTORS IN WARRANTY DEED RECORDED IN BOOK 113 AT PAGE 437) AND ADJOINING

LANDS FORMERLY OWNED BY JOHN KRAMER (GRANTOR IN QUIT-CLAIM DEED RECORDED IN BOOK 101 AT PAGE 320) AS SAID FENCE LINE IS LOCATED IN SAID E 1/2 NW 1/4. EXCEPT ANY PORTION OF SAID TRACT LYING WITHIN THAT PARCEL CONVEYED TO THE DENVER LARIMIE AND NORTHWESTERN RAILWAY COMPANY BY DEFINED AND DESCRIBED RECORDED SEPTEMBER 8, 1908 IN BOOK 39 AT PAGE 126,

AND EXCEPT ANY PORTION LYING WEST OF THE SOUTH PLATTE RIVER,

AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST ONE-QUARTER SECTION 23 AND THAT PART OF THE NORTHWEST ONE-QUARTER OF SECTION 24, ALL IN TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: BEGINNING AT THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 02 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 24 A DISTANCE OF 204.33 FEET A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 31 (BRIGHTON ROAD), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 35 DEGREES 44 MINUTES 55 SECONDS EAST ALONG SAID WESTERLY

RIGHT-OF-WAY LINE A DISTANCE OF 202.09 FEET TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED IN BOOK 1433, AT PAGE 262, ADAMS COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID DESCRIBED BOOK 1433, PAGE 262, THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 59

DEGREES 39 MINUTES 57 SECONDS WEST A DISTANCE OF 714.17 FEET; THENCE 2) SOUTH 30 DEGREES 41 MINUTES 05 SECONDS WEST A DISTANCE OF 97.34 FEET;

THENCE 3) NORTH 61 DEGREES 08 MINUTES 29 SECONDS WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 28 DEGREES 51 MINUTES 31 SECONDS WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE RADIUS OF SAID CURVE IS 90.00 FEET, THE DELTA OF SAID CURVE IS 63 DEGREES 06 MINUTES 00 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 04 DEGREES 13 MINUTES 00 SECONDS EAST, 94.18 FEET, THENCE ALONG THE ARC OF

SAID CURVE A DISTANCE OF 99.12 FEET TO THE END OF SAID CURVE; THENCE SOUTH 27 DEGREES 20 MINUTES 00 SECONDS WEST A DISTANCE OF 165.00 FEET; THENCE SOUTH 84 DEGREES 08 MINUTES 07 SECONDS EAST A DISTANCE OF 500.56 FEET; THENCE SOUTH 59 DEGREES 39 MINUTES 57 SECONDS EAST A DISTANCE OF 326.92 FEET TO THE TRUE POINT OF BEGINNING.

AND FURTHER EXCEPTING FROM PARCEL E, THOSE PORTIONS CONVEYED IN INSTRUMENTS RECORDED JULY 8, 1996 IN BOOK 4789 AT PAGE 243 AND MAY 2, 2001 UNDER RECEPTION NO. C0795061,

COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL F:

THAT PART OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 23 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID NE 1/4 SE 1/4 148 FEET WEST OF THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY LINE OF COUNTY ROAD NO. 31, NOW U.S. HIGHWAY 85; THENCE WESTERLY ALONG SAID NORTH LINE 472 FEET TO A POINT AT THE CENTER OF SECOND CREEK; THENCE SOUTHEASTERLY ALONG SAID CENTER OF SECOND CREEK AS FOLLOWS: SOUTH 35 DEGREES 40 MINUTES EAST 165 FEET; THENCE SOUTH 4 DEGREES EAST 145 FEET; THENCE SOUTH 40 DEGREES 20 MINUTES EAST 162 FEET TO A POINT IN THE WESTERLY LINE OF

SAID COUTNY ROAD NO. 31, NOW U.S. HIGHWAY NO. 85; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE 480 FEET MORE OR LESS TO THE POINT OF BEGINNING,

COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL I:

THAT PART OF THE NE 1/4 OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, LYING BETWEEN SOUTH PLATTE RIVER, SECOND CREEK, AND THE SOUTH LINE OF THE NE 1/4, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SOUTH 1/2 NE 1/4, 620.0 FEET WEST OF SE CORNER THEREOF, THIS POINT BEING IN CENTER OF SECOND CREEK, THENCE ALONG CENTER OF SECOND CREEK AS FOLLOWS:

NORTH 87 DEGREES 00 MINUTES WEST 270.0 FEET, THENCE NORTH 78 DEGREES 30 MINUTES WEST 830.0 FEET TO A POINT ON BANK OF SOUTH PLATTE RIVER, THENCE SOUTH 78 DEGREES 30 MINUTES WEST, 985.0 FEET, MORE OR LESS, TO SW CORNER OF SOUTH 1/2 NE 1/4, THENCE EAST ALONG SAID SOUTH LINE OF SOUTH 1/2 NE 1/4, 2020.0 FEET, MORE OR LESS, TO POINT OF BEGINNING;

PARCEL J:

THE SOUTHEAST 1/4, OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, LYING WEST OF COUNTY ROAD NO. 31,

EXCEPT THE 2.15 ACRES DESCRIBED IN BOOK 246, AT PAGE 82 OF THE ADAMS COUNTY RECORDS

AND FURTHER EXCEPTING THOSE PORTIONS CONVEYED IN INSTRUMENTS RECORDED JUNE 27, 1990 IN BOOK 3687 AT PAGE 25, JUNE 28, 1993 IN BOOK 4099 AT PAGE 105 AND MAY 2, 2001 UNDER RECEPTION NO. C0795061.

PARCEL K:

THAT PART OF THE NORTHEAST 1/4 SOUTHEAST 1/4, LYING EAST OF PLATTE RIVER, SECTION 23, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,

EXCEPTING THEREFROM THAT PORTION CONVEYED IN INSTRUMENT RECORDED MAY 2, 2001 UNDER RECEPTION NO. C0795061,

COUNTY OF ADAMS, STATE OF COLORADO.

My commission expires: _____

NOTARY PUBLIC

EXHIBIT A to Special Warranty Deed
Property Description

(Title Commitment Old Republic National Title Insurance Company ABC70465209-2, dated 9/9/16)

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