



Date: May 19, 2021

To: High-Performance Transportation Enterprise Board / Colorado Transportation Commission

From: Nicholas Farber, Director, HPTE; Andrew Gomez, HPTE General Counsel

Subject: Purchase and Sale Agreement Between HPTE and the Union Pacific Railroad regarding the Burnham Yard Property

#### Purpose

The purpose of this memo is to describe the Purchase and Sale Agreement (“PSA”) between HPTE and the Union Pacific Railroad (“UPRR”) regarding the Burnham Yard Property (“Property”) and the terms and conditions associated with it.

#### Action

The HPTE Board is asked to adopt a resolution that approves the PSA and authorizes the HPTE Director to execute the PSA.

#### Background:

Since July 2019, HPTE has been negotiating with the UPRR on the potential purchase of the Burnham Yard Property. After almost two years, HPTE has agreed to the terms within the PSA, attached as **Attachment A**. What began as a Request for Qualifications (“RFQ”) in July 2019 released by the UPRR has culminated in HPTE purchasing the 58-acre parcel of land in fee simple. The following provides an overview of key provisions in the PSA.

#### Overview of the Purchase and Sale Agreement

Below is a summary of several key areas that are important for the Board to take into consideration while reviewing the attached PSA.

- (1) **Price:** HPTE will pay UPRR Fifty Million Dollars (\$50,000,000.00) for 58.53 acres. HPTE will borrow Forty Million Dollars (\$40,000,000.00) via two loan agreements, with a Ten Million Dollar (\$10,000,000.0) pre-paid five-year lease payment from CDOT to finance the purchase price.
- (2) **Property to be Acquired:** The 58.53 acres of Property to be acquired is subject to three easements: (1) a fifty-foot (50’) wide railroad easement; (2) a signboard easement that currently displays advertisements along US-6; and (3) a ten-foot (10’) wide fiber optic easement that runs adjacent to the railroad easement. All three are indicated on **Exhibit A** of the PSA and depicts the area generally. The railroad easement will expire when the railroad track known as the consolidated main line (“CML”) is relocated. The signboard easement will expire in 2022 as part of a larger master signboard agreement UPRR has with a third party. If HPTE/CDOT wishes to terminate the signboard easement prior to 2022, HPTE/CDOT will be subject to early termination fees in an amount not to exceed \$250,000.00. After 2022, UPRR will be responsible for all costs associated with terminating the signboard agreement. The fiber optic easement may be moved at HPTE/CDOT’s expense, subject to approval from the easement holder.
- (3) **Deed Restriction:** UPRR intends to include a deed restriction that limits the Property to transportation, industrial, office, open space and retail commercial business uses only. The deed

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restriction can be released, however, upon a showing of No Further Action (“NFA”) or other similar sign-off by a regulatory body confirming that the Property can be used for residential purposes. To achieve an NFA, HPTE/CDOT intends to engage with the Colorado Department of Public Health and Environment regarding environmental remediation of the Property through enrollment in the Voluntary Cleanup Program (VCUP).

- (4) **Due Diligence:** HPTE/CDOT worked with the UPRR to obtain temporary permits allowing CDOT/HPTE to enter the Property and conduct preliminary environmental tests. Under the prior Term Sheet, HPTE had the opportunity to terminate the transaction if the results of the preliminary environmental testing were unsatisfactory. However, after receiving a preliminary environmental report, HPTE and CDOT staff are satisfied with the condition of the Property to effectuate a sale. After closing, CDOT/HPTE will continue to assess and monitor the environmental condition of the Property. For a complete list of planned activities after closing, please refer to the BURNHAM YARD CDOT / HPTE INTRA-AGENCY AGREEMENT MEMORANDUM, dated May 19, 2021.
- (5) **Future Property Proceeds:** It is unlikely that all 58 acres of the Property will be used for transportation purposes. Thus, in the event HPTE sells the excess parcels not used for transportation purposes, UPRR will be entitled to forty percent (40%) of any sale proceeds after HPTE has recouped its initial investment of \$50 million in addition to any remediation costs, subject to a cap of Eleven Million Dollars (\$11,000,000.00).

#### Options / Decision Matrix

1. **Staff Recommendation:** Approve the PSA. Upon execution, HPTE will proceed to closing on the Property, take possession, and begin further work with CDOT and the City of County of Denver on planning for the Transportation Projects and the site, as outlined in the IAA.
2. Do not approve the PSA. Reject the PSA, explaining that Staff should work to revise certain provisions in the agreement. UPRR will likely move to another Buyer if HPTE fails to close by the end of May.

#### Attachment

Attachment A: Purchase and Sale Agreement

Attachment B: Resolution #358

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## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, whose address is 1400 Douglas Street, Omaha, Nebraska 68179 ("Seller"), and **COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE**, a government-owned business created as a division of the Colorado Department of Transportation, whose address is 2829 W. Howard Place, Suite 562, Denver, Colorado 80204 ("Buyer").

### RECITALS

A. Seller owns approximately 58.53 acres of certain property situated in Denver, Colorado known as Burnham Yard, as generally depicted on Exhibit A attached hereto (the "Land"), together with certain improvements and assets, as set forth on Exhibit B attached hereto (collectively, the "Improvements"), and, together with the Land, the "Property").

B. Buyer has determined the Land is essential to Buyer's ability to make certain transportation improvements related to the highly trafficked I-25 corridor proximate to the Land, which may involve realigning the consolidated main line ("CML") through a portion of the Land, as may be further determined pursuant to future environmental impact assessments.

C. The parties entered into that certain Non-Disclosure Agreement dated February 27, 2020 (the "NDA"), pursuant to which Seller subsequently delivered to Buyer: (i) certain documents and records related to the Property, as set forth on Exhibit C attached hereto (the "Property Materials"), (ii) that certain title commitment issued by Stewart Title Company (the "Title Company" or "Escrow Agent") dated May 11, 2021, File No. 19000311236 (the "Title Commitment"), and (iii) a survey of the Land dated May 10, 2021 prepared by SurvWest (the "Survey"), conducted by Seller at Buyer's expense.

D. The parties also entered into that certain Right of Entry and Due Diligence Agreement dated July 15, 2020 (the "ROE"), pursuant to which Seller granted Buyer access to the Property to allow Buyer to conduct (i) due diligence related to the Property and (ii) certain environmental assessments at the Property in accordance with a work plan approved by Seller (the "Work Plan"), and Buyer has fully conducted such due diligence and environmental assessments.

E. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into and made a part of this Agreement) and mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED by and between the parties as follows:

### AGREEMENT

#### Section 1. Purchase and Sale of the Property.

(a) Property. Seller agrees to convey to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions of this Agreement, all of Seller's right, title and interest in and to the Property.

(b) Reservations. EXCEPTING from this sale and RESERVING unto Seller, its successors and assigns, forever, the following (collectively, the “Reservations”):

i. All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Seller, its successors and assigns, but without entering upon or using the surface of the Land, and in such manner as not to damage the surface of the Land or to interfere with the use thereof by Buyer, its successors or assigns.

ii. An exclusive perpetual easement across, on, over, and upon that 50-foot wide area of the easterly portion of the Land, as generally depicted on Exhibit A in orange/yellow crosshatching and as more particularly described on Exhibit D (the “Railroad Easement”), in which Railroad Easement Seller shall have the right to access, own, construct, reconstruct, maintain, operate, use, renew, reconstruct and remove existing and/or future railroad trackage, track appurtenances thereto and communication facilities (collectively, the “Easement Trackage”), together with the right of ingress and egress to the Railroad Easement for the purpose of exercising the rights herein reserved. Seller hereby agrees to terminate the Railroad Easement by quitclaim deed at such time Buyer has caused the fully operational realignment of the CML. Seller shall have the right, but not the obligation, to remove the Easement Trackage upon the termination of the Railroad Easement.

iii. An exclusive perpetual easement across, on, over, and upon that portion of the Land as generally depicted on Exhibit A and as more particularly described on Exhibit E (the “Signal Equipment Easement”), in which Signal Equipment Easement Seller shall have the right to access, own, construct, reconstruct, maintain, operate, use, renew, reconstruct and remove the existing and/or future signal box and appurtenances thereto (collectively, the “Signal Equipment”), together with the right of ingress and egress to the Signal Equipment Easement for the purpose of exercising the rights herein reserved. Seller hereby agrees to terminate the Signal Equipment Easement by quitclaim deed at such time Buyer has caused the fully operational realignment of the CML. All Signal Equipment, whether currently existing or hereafter installed on the Signal Equipment Easement, shall remain the property of Seller, and Seller shall remove the Signal Equipment at its sole cost and expense upon the termination of the Signal Equipment Easement.

iv. An exclusive perpetual easement across, on, over, and upon those portions of the Land for a signboard, roadway access to the signboard, and utilities to the signboard, all as generally depicted on Exhibit A and as more particularly described on Exhibits F1-F3 (collectively, the “Signboard Easement”), in which Signboard Easement Seller shall have the right to access, own, construct, reconstruct, maintain, operate, use, renew, reconstruct and remove the existing and/or future signboard and appurtenances thereto, including, without limitation, utilities serving the Signboard (the “Signboard”), together with the right of ingress and egress to the Signboard Easement for the purpose of exercising the rights herein reserved. Seller hereby agrees to terminate the Signboard Easement by quitclaim deed upon the following: (a) prior to September 30, 2022, upon Buyer’s 90 days’ prior written request, in which event Seller shall remove the Signboard and Buyer shall pay to Seller all of Seller’s applicable signboard agreement withdrawal fees and the discounted fair market value of the signboard revenue stream, as determined by appropriate back-up information provided by Seller, not to exceed \$250,000; or (b) after September 30, 2022, upon Buyer’s 90 days’ prior written request, in which event Seller shall remove the Signboard at Seller’s sole cost and expense.

v. An exclusive perpetual easement across, on, over, and upon that portion of the Land as generally depicted on Exhibit A and as more particularly described on Exhibit G (the “Fiber Optics Easement”), in which Fiber Optics Easement Seller (and its lessees, sublessees, licensees,

successors or assigns) shall have the right to access, own, construct, reconstruct, maintain, operate, use and/or remove existing and/or future communication systems, lines and facilities of every kind and nature, including, but not limited to, telephone, telegraph, television and fiber optic lines and related equipment (collectively, the “Fiber Optics Improvements”), together with the right of ingress and egress to the Fiber Optics Easement for the purpose of exercising the rights herein reserved. All Fiber Optics Improvements, whether currently existing or hereafter constructed on the Fiber Optics Easement, shall remain the property of Seller (or its grantee), and Seller shall be entitled to all revenues derived therefrom. No permanent building, structure or fence and no material or obstruction of any kind or character shall be stored or maintained on the Fiber Optics Easement that would obstruct or interfere with the use and enjoyment of the Fiber Optics Easement without Seller’s prior written consent. Buyer shall have the option to relocate the Fiber Optics Easement at its sole cost and expense provided that the area of relocation is reasonably acceptable to the holder of the Fiber Optics Easement and does not interfere with Seller’s other reserved easements or rights as set forth herein.

(c) Restrictions on Use. At Closing (as defined in Section 4(a)), the Land will be quitclaimed by Seller subject to the following covenants, conditions and restrictions (the “Restricted Use Covenants”) which Buyer covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

i. Buyer, its successors and assigns, may use the Land for transportation, industrial, office, open space and retail commercial business purposes only, and for no other purposes whatsoever. Without limitation of the foregoing, the Land shall not be used for any of the following purposes: (i) residential; (ii) lodgings or accommodations, including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers; or (iii) cultural, educational, recreational or child-care facilities, including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds and parks (collectively, the “Restricted Uses”).

ii. Seller shall release the Restricted Use Covenants with respect to all of the Land if Buyer remediates the Land to standards established by the State of Colorado (the “State”) for unrestricted use. Buyer, at no cost and expense to Seller, may remediate the Land to the extent required by the State to qualify for unrestricted use. Any such remediation must be performed in accordance with all applicable rules, regulations, ordinances, laws and other requirements of the State, and be sufficient to obtain from a regulatory agency of the State with jurisdiction a “No Further Action” determination, or comparable regulatory determination (“NFA”), that indicates the environmental condition of the Land meets the regulatory thresholds for unrestricted use. Buyer may request that Seller release the Restricted Use Covenants by providing to Seller the NFA and copies of Buyer’s supporting submission to the State. Upon satisfactory review by Seller of the NFA and supporting submission, Seller shall, within 60 days, execute and deliver to Buyer a release of the Restricted Use Covenants in recordable form. Buyer shall send its request for release, with supporting documentation, to: Union Pacific Railroad Company, Attn: Assistant Vice President-Real Estate (Folder 2891-27), 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179.

iii. Seller shall release the Restricted Use Covenants with respect to any portion of the Land if Buyer remediates such portion of the Land to standards established by the State for unrestricted use. Buyer, at no cost and expense to Seller, may remediate such portion of the Land to the extent required by the State to qualify for unrestricted use. Any such remediation must be performed in accordance with all applicable rules, regulations, ordinances, laws and other requirements of the State, and be sufficient to obtain an NFA that indicates the environmental condition of such portion of the Land meets the regulatory thresholds for unrestricted use. Buyer may request that Seller release the Restricted Use Covenants for such portion of the Land by providing to Seller a legal description of such portion of the Land, the NFA, and copies of Buyer’s supporting submission to the State with respect to such portion

of the Land. Upon satisfactory review by Seller of the NFA and supporting submission, Seller shall, within 60 days, execute and deliver to Buyer a release of the Restricted Use Covenants in recordable form for such portion of the Land. Buyer shall send its request for release, with supporting documentation, to: Union Pacific Railroad Company, Attn: Assistant Vice President-Real Estate (Folder 2891-27), 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179.

iv. Notwithstanding any other provision of this Section 1(c), Buyer may request that Seller release the Restricted Use Covenants for all or any portion of the Land by submitting for Seller's review a determination by the State that no remediation is required for all or such portion of the Land, with all accompanying environmental assessments and other analytical data. Provided the State has determined no remediation is required for unrestricted use, and further provided Seller is satisfied the supporting documentation is consistent with the State's determination, Seller shall execute and deliver to Buyer a release of the Restricted Use Covenants in recordable form, as set forth in subsection (ii) above.

v. Buyer may inquire to the address noted in Section 1(c)(ii) above for Seller's written confirmation of allowed uses under the Restricted Use Covenants and may provide Seller a recordable document with the clarification requested by Buyer. Within 20 days after receiving such request, Seller shall execute such recordable document, detail the specific changes required to execute such a document, or deny such request if the intended use is restricted under the terms of the Restricted Use Covenants.

(d) Title. Upon Closing, Seller's right, title and interest in and to the Land shall be transferred to Buyer by a duly executed quitclaim deed in the form attached hereto as Exhibit H (the "Deed"). Title shall be insurable, free and clear of all liens, encumbrances, exceptions, and reservations except:

- i. Reservations (as defined in Section 1(b));
- ii. Identified Licenses (as defined in Section 4(b)(iii));
- iii. Restricted Use Covenants (as defined in Section 1(c));
- iv. Buyer's Post-Closing Covenants (as defined in Section 9(a));
- v. Standard printed exceptions in the Title Policy (as defined in Section 5(d)); and
- vi. Permitted Exceptions (as defined in Section 3(d)).

(e) Subject to Applicable Law. The sale made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights, whether or not of record, or open and obvious on the ground.

## **Section 2. Purchase Price and Payment.**

(a) Purchase Price. The purchase price ("Purchase Price") for the Property is FIFTY MILLION DOLLARS (\$50,000,000). Buyer hereby represents that, as of the Closing Date, an amount equal to the Purchase Price shall have been budgeted, authorized and allocated for use to satisfy Buyer's obligations to fund the Purchase Price at Closing. The State Controller, by its execution of this Agreement, acknowledges receipt from Buyer of an independent appraisal substantiating the Purchase Price.

(b) Payment of Purchase Price. Within 5 business days after the execution of this Agreement by both parties, Buyer shall deposit \$1,000,000 by wire transfer to Stewart Title Guaranty Company, 55 Madison Street, Suite 400, Denver, Colorado 80206, Attn: Carma Weymouth (“Title Company”), in an interest-bearing account. The deposit and all interest earned thereon (the “Earnest Money Deposit”) shall be applied to the Purchase Price at Closing and shall be non-refundable to Buyer except as otherwise set forth herein. The balance of the Purchase Price, less the Earnest Money Deposit, shall be paid at Closing by wire transfer.

### **Section 3. Due Diligence Review.**

(a) Due Diligence Waived. Buyer acknowledges and agrees it has previously received the Property Materials delivered by Seller and has had the opportunity to conduct surveys and perform environmental assessments, soil tests, engineering and feasibility studies of the Property as Buyer has deemed necessary to determine the suitability of the Property for its purposes (collectively, “Inspections”) and hereby waives diligence.

(b) Property Materials. Buyer hereby acknowledges and agrees that, as set forth in Recital C above, Seller previously delivered the Property Materials to Buyer, subject to the NDA. Buyer acknowledges that Seller has neither made nor makes any warranty or representation regarding the truth, accuracy or completeness of the Property Materials or the sources thereof. Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such information, or for omissions from the Property Materials, or in any other written or oral communications transmitted or made available to Buyer. Buyer shall rely solely upon Buyer’s own investigation with respect to the Property, including, without limitation, the Property’s physical, environmental or economic condition, compliance or lack of compliance with any ordinance, order, permit or regulation or any other attribute or matter relating thereto. Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the Property Materials and is providing the Property Materials solely as an accommodation to Buyer.

(c) Title and Survey Review. As set forth in Recital C and Section 3(a) above, Seller has previously made available to Buyer the Title Commitment and Survey; Buyer shall reimburse Seller for the cost and expense of the Survey, and any updates thereto, within 30 days after Seller delivers to Buyer an invoice for the same, or not later than Closing, which Buyer obligation shall survive the termination of this Agreement. Buyer hereby waives objection to any matters shown in the Title Commitment and Survey, provided that if prior to the Closing Date any update to the Title Commitment discloses any additional item that materially adversely affects title to the Property that was not disclosed on any version of or update to the Title Commitment previously delivered to Buyer (the “New Exception”), Buyer shall have 3 days after the date of its receipt of such update (the “New Exception Review Period”) to review and notify Seller in writing of any Buyer objection to the New Exception. “Materially”, as used herein, means such New Exception would significantly hinder Buyer’s ability to use the Land for its intended purpose, or preclude such development altogether. Seller may, in Seller’s sole discretion, notify Buyer as to whether it is willing to cure Buyer’s objections to the New Exception. If Seller elects to cure the New Exception, Seller shall be entitled to a reasonable extension of the Closing Date to cure the New Exception. If Seller fails to deliver a notice to Buyer within 3 days after the expiration of the New Exception Review Period, Seller shall be deemed to have elected not to cure the New Exception. If Buyer is dissatisfied with Seller’s response, or lack thereof, Buyer may, as its exclusive remedy, either: (i) terminate this Agreement, in which event the Earnest Money Deposit shall be promptly returned to Buyer, or (ii) waive the New Exception and proceed to Closing, in which event Buyer shall be deemed to have approved the New Exception. If Buyer fails to notify Seller of its election to terminate this Agreement in accordance with the foregoing sentence within 5 days after the expiration of the New Exception Review Period, Buyer shall be deemed to have elected to approve and irrevocably waive any objections to the

New Exception. Any New Exception or other matter shown in the Title Commitment and Survey previously waived by Buyer shall be a “Permitted Exception” on the Title Policy. Notwithstanding the foregoing, Seller shall remove on or before Closing all monetary liens and encumbrances affecting the Property (whether or not Buyer objects to the same pursuant to this Section 3(c)) that have arisen by, through or under Seller, including, without limitation, mechanics' liens, judgment liens, delinquent tax liens, and loans secured by deed of trusts, but excluding the lien of taxes and assessments for the then-current year not yet due and payable.

(d) Unidentified Licenses. Buyer acknowledges that the Property may be subject to licenses and other third-party rights (collectively, “Unidentified Licenses”) that have not been identified by Seller after Seller's search of its real estate records. Buyer shall be responsible to determine if any Unidentified Licenses exist. Seller, at no out-of-pocket expense to Seller, shall reasonably cooperate with Buyer in Buyer’s efforts to determine whether any such Unidentified Licenses exist. If, after the Effective Date but before Closing, either party identifies any Unidentified License that affects the Property, Seller's rights (including, without limitation, any income) and obligations under such Unidentified License will be assigned to and assumed by Buyer at Closing, or any time after Closing if such Unidentified License is discovered by Buyer after Closing. The parties’ obligations under this Section 3(d) shall survive Closing.

(e) Buyer’s Approvals. Buyer, at its sole cost and expense, shall use commercially reasonable efforts to obtain approval of the transaction contemplated hereunder from Buyer's Board of Directors and the Colorado Department of Transportation Commission (collectively, “Buyer's Approvals”). In no event shall Buyer take any action (nor shall Seller be required to take any action) in connection with Buyer's Approvals that would (i) affect in any manner whatsoever Seller's adjacent property, (ii) encumber the Property prior to Closing, (iii) obligate Seller to pay money, construct improvements or dedicate any interest in real property, or (iv) detrimentally affect the value, use or development of the Property or Seller's adjacent property. If Buyer has not obtained Buyer's Approvals by May 20, 2021, either party may terminate this Agreement, whereupon the Earnest Money Deposit shall be promptly returned to Buyer, Buyer shall surrender to Seller all Property Materials and copies of all environmental assessments, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports shall become the sole property of Seller without cost or expense to Seller, and neither Seller nor Buyer shall have any further liability hereunder (except as to those obligations which expressly survive termination of this Agreement).

#### **Section 4. Closing.**

(a) Closing Date. The purchase and sale transaction contemplated by this Agreement in accordance with the terms and conditions herein (the “Closing”) shall occur May 27, 2021 or on such other date as the parties may agree (the “Closing Date”). The Closing will occur through an escrow with the Title Company.

(b) Seller Closing Deliveries. No later than one business day prior to the Closing Date, Seller shall deliver to Escrow Agent each of the following:

- i. Seller’s counterpart signature to the Deed;
- ii. An executed counterpart of a Quitclaim Bill of Sale for the FF&E (as described on Exhibit B) in the form attached hereto as Exhibit K;
- iii. An executed counterpart of an assignment and assumption agreement (the “Assignment and Assumption”) in the form attached hereto as Exhibit L, pursuant to which Seller shall assign to Buyer, and Buyer shall assume, all of Seller's right, title and interest in and to the licenses and



other agreements (“Identified Licenses”) listed as an exhibit to the Assignment and Assumption, but only to the extent the Identified Licenses affect the Property;

iv. A certification of Seller’s non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, in the form attached hereto as Exhibit M;

v. A title affidavit or an indemnity form, acceptable to Seller in Seller’s reasonable discretion, sufficient to enable Title Company to delete the removable standard pre-printed exceptions to the title insurance policy to be issued pursuant to the Title Commitment; provided however, that Seller shall not be obligated to provide a title affidavit or an indemnity form addressing the pre-printed exceptions related to the Survey if Buyer has not provided an ALTA survey to the Title Company;

vi. Seller’s counterpart signature to the settlement statement prepared by the Title Company;

vii. Resolutions, certificates of good standing, and such other organizational documents as Title Company shall reasonably require evidencing Seller’s authority to consummate this transaction;

viii. Such other instruments or documents as are reasonably required by Title Company to consummate the transaction contemplated herein, in accordance with the terms hereof.

(c) Buyer Closing Deliveries. No later than one business day prior to the Closing Date, Buyer shall deliver to Escrow Agent each of the following:

i. The full Purchase Price (less the Earnest Money Deposit), as adjusted by any prorations required by this Agreement;

ii. Buyer’s counterpart signature to the Deed;

iii. An executed counterpart of the Quitclaim Bill of Sale;

iv. An executed counterpart of the Assignment and Assumption;

v. Title affidavit, acceptable to Buyer in Buyer’s reasonable discretion, sufficient to enable Title Insurer to delete the standard pre-printed exceptions to the title insurance policy to be issued pursuant to the Title Commitment;

vi. Buyer’s counterpart signature to the settlement statement prepared by the Title Company;

vii. Resolutions, certificates of good standing, and such other organizational documents as Title Company shall reasonably require evidencing Buyer’s authority to consummate this transaction;

viii. Such other instruments or documents as are reasonably required by Title Company to consummate the transaction contemplated herein, in accordance with the terms hereof.

(d) Escrow Agent Deliveries. On the Closing Date, when Escrow Agent is authorized to deliver to Seller the Purchase Price, and to issue a standard owner's policy of title insurance in the full

amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to the items set forth in Section 1(d), Escrow Agent shall:

- i. Deliver to Seller the Purchase Price;
- ii. Record and deliver the Deed to Buyer;
- iii. Deliver to each party fully executed copies of the Quitclaim Bill of Sale and the Assignment and Assumption;
- iv. Issue and deliver to Buyer the Title Policy.

**Section 5. Closing Prorations and Adjustments.**

(a) General. All normal and customarily proratable items shall be prorated as of the Closing Date, Seller being charged or credited, as appropriate, for all of the same attributable to the period up to the Closing Date (and credited for any amounts paid by Seller attributable to the period on or after the Closing Date, if assumed by Buyer) and Buyer being responsible for, and credited or charged, as the case may be, for all of the same attributable to the period on and after the Closing Date. Escrow Agent shall prepare a proration schedule of the adjustments described in this Section 5 prior to Closing. Such adjustments shall be paid by Buyer to Seller (if the prorations result in a net credit to Seller) or by Seller to Buyer (if the prorations result in a net credit by Buyer), by increasing or reducing the amount to be paid by Buyer at Closing.

(b) Real Estate Taxes. Any real estate ad valorem or similar taxes for the Property, or any installment of assessments payable in installments which installment is payable in the calendar year of Closing, shall be prorated as of the Closing Date, based upon actual days involved. The proration of real property taxes or installments of assessments shall be based upon the assessed valuation and tax rate figures (assuming payment at the earliest time to allow for the maximum possible discount) for the year in which the Closing occurs to the extent the same are available; provided, however, that in the event that actual figures for the year of Closing are not available at the Closing Date, the proration shall be made using figures from the preceding year (assuming payment at the earliest time to allow for the maximum possible discount). The proration of real property taxes or installments of assessments shall not be subject to adjustment after Closing.

(c) Insurance. No proration shall be made in relation to insurance premiums and insurance policies will not be assigned to Buyer. Seller shall have the risk of loss of the Property until 11:59 p.m. the day prior to the Closing Date, after which time the risk of loss shall pass to Buyer and Buyer shall be responsible for obtaining its own insurance thereafter.

(d) Closing Costs. Seller shall pay the base premium for a title insurance policy pursuant to the Title Commitment (the “Title Policy”) and one-half of the Escrow Agent’s customary closing costs. Buyer shall pay all recording fees, any premiums or fees required to be paid with respect to the Title Policy beyond the base premium, the cost of the ALTA survey conducted by Seller, and one-half of the customary closing costs of the Escrow Agent. Buyer, at its option and at its sole cost and expense, shall have the right to obtain ALTA extended coverage, however failure to obtain such extended coverage shall not be a condition to nor delay the Closing.

**Section 6. Conditions Precedent to Sale.** This Agreement is subject to the following conditions precedent:

(a) Buyer's Conditions to Closing. Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of the following conditions precedent:

i. All of the documents required to be delivered by Seller at the Closing pursuant to the terms and conditions hereof shall have been delivered;

ii. Seller shall have complied with, fulfilled and performed in all material respects each of the covenants, terms and conditions to be complied with, fulfilled or performed by Seller hereunder;

iii. Seller shall not be a debtor in any bankruptcy proceeding;

iv. There shall not be pending litigation or, to the knowledge of either Buyer or Seller, any threatened litigation that, if determined adversely, would preclude Closing or declare illegal, invalid or nonbinding any of the covenants or obligations of Seller;

v. The Title Company shall be willing to issue the Title Policy pursuant to the Title Commitment; and

vi. Buyer shall have obtained Buyer's Approvals.

If any of the foregoing conditions to Buyer's obligation to close is not met, Buyer may (a) waive any of the foregoing conditions and proceed to Closing on the Closing Date, or (b) terminate this Agreement, and, if such failure constitutes a default by Seller, exercise any of its remedies under Section 11(b), including receiving a return of the Earnest Money Deposit. Buyer's failure to provide Seller with written notice that it desires to terminate this Agreement by 12:00 p.m. MT on the Closing Date shall be deemed Buyer's decision to purchase the Property.

(b) Seller's Conditions to Closing. Seller's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of the following conditions precedent:

i. All of the documents and funds required to be delivered by Buyer at the Closing pursuant to the terms and conditions hereof shall have been delivered; and

ii. Buyer shall have complied with, fulfilled and performed in all material respects each of the covenants, terms and conditions to be complied with, fulfilled or performed by Buyer hereunder.

If any of the foregoing conditions to Seller's obligation to close is not met, Seller may (a) waive any of the foregoing conditions and proceed to Closing on the Closing Date, or (b) terminate this Agreement, and, if such failure constitutes a default by Buyer, exercise any of its remedies under Section 11(a). Seller's failure to provide Buyer with written notice that it desires to terminate this Agreement by 12:00 p.m. MT on the Closing Date shall be deemed Seller's decision to sell the Property.

## **Section 9. Post-Closing Covenants.**

(a) Buyer Post-Closing Covenants. By acceptance of the Deed at Closing, Buyer hereby covenants for itself, its successors and assigns, faithfully to keep, observe and perform the following post-Closing obligations (the "Post-Closing Covenants"), which shall survive Closing:

i. Within 120 days after Closing, Buyer, at its sole cost and expense, shall install and thereafter maintain a 6' fence along the western and southern Property boundaries and along the western boundary of the Railroad Easement, with a minimum 14'-wide gate installed in such location as to permit Seller to access the Signboard Easement by vehicle. The fence and gate must comply with applicable code and be of a design and type satisfactory to Seller. Buyer shall submit plans for the fence and gate installation for Seller's review and approval to: Union Pacific Railroad Company, Attn: Assistant Vice President – Real Estate (Folder No. 2891-27), 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179. Seller shall review such plans within 30 days after receipt and shall not unreasonably withhold its approval. Seller's approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence and gate as installed will be structurally sound.

ii. If, subsequent to Closing, Buyer sells any portion of the Property to an unrelated third party, Buyer, at its sole cost and expense, prior to the commencement of any construction on such portion of the Property, shall cause the installation and perpetual maintenance of permanent 8' fencing or other barrier (the "Permanent Fencing") along the western and southern property lines, and along the westerly boundary of the Railroad Easement, to prevent access to or encroachment on Seller's property and operations on the Railroad Easement. The Permanent Fencing must comply with applicable building codes and Seller's then-current and generally applicable fencing specifications. By way of example only, Seller's current fencing specifications are set forth in Exhibit I; Buyer hereby acknowledges Seller's reserved right to change its specifications from time to time, in its sole discretion. Buyer shall submit plans for the barrier installation for Seller's review and approval to: Union Pacific Railroad Company, Attn: Assistant Vice President – Real Estate (Folder No. 2891-27), 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179. Seller shall review such plans within 30 days after receipt and shall not unreasonably withhold its approval. Seller's approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the barrier as installed will be structurally sound.

iii. If, after Closing, Buyer sells to one or more third parties any portion of the Property (a "**Third-Party Sale**"), Buyer shall pay to Seller 40% of the "**Cumulative Gross Sale Proceeds**" of such Third-Party Sale(s) in excess of the sum of (A) the Purchase Price and (B) CDOT's "**Remediation Costs**", subject to a total cap of \$11,000,000 payable to Seller. As used herein, "Cumulative Gross Sale Proceeds" means the sum of all amounts paid to Buyer in respect of a Third-Party Sale, net only of standard closing costs payable in conjunction with the closing of such Third-Party Sale. As used herein, "Remediation Costs" means Buyer's actual out-of-pocket costs to remediate the Property for any use other than transportation-related uses. Remediation Costs shall not include any costs reimbursed directly to Buyer by a bona fide third-party purchaser or any costs recouped by Buyer in the valuation and sale price of the Property for such Third-Party Sale. Buyer shall annually submit to Seller (Union Pacific Railroad Company, Attn: Assistant Vice President-Real Estate (Folder 2891-27), 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179), by not later than January 31 of every year commencing January 2022, an annual accounting of any and all Remediation Costs incurred by Buyer for the preceding year. In any year Buyer engages in a Third-Party Sale, Buyer shall give Seller 60 days' prior notice of such sale, the expected Cumulative Gross Sale Proceeds to be received, and a year-to-date total and cumulative total of all Remediation Costs incurred by Buyer. Payment of any amounts payable by Buyer to Seller pursuant to this Section 9(a)(iii) shall be remitted, with a copy of Buyer's settlement statement for any such Third-Party Sale, not later than 45 days after the closing of such Third-Party Sale.

(b) Seller's Post-Sale Obligation. Within 30 days after Closing, Seller will cut Seller's trackage (except the Easement Trackage) at the Property line, south of 8<sup>th</sup> Avenue. Buyer shall be responsible for removing any trackage (except the Easement Trackage) on the Property not otherwise removed by Seller.

**Section 10. As Is; Release.**

(a) As Is. Buyer and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire. Buyer acknowledges and agrees that the Property is to be sold and quitclaimed to and accepted by Buyer in an "as is" condition with all faults. Buyer further acknowledges that the Property was used for railroad and industrial purposes. Seller makes no representation or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Release. BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT (COLLECTIVELY, "CLAIMS"). THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. The foregoing is not intended to and does not release Seller from liability for any Claims arising as a result of post-Closing acts or omissions by Seller, its affiliates or agents related to the use by Seller, its affiliates or agents of the Reservations on the Property.

(c) General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after Closing, Buyer, at no cost to Seller, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Buyer's use of the Property, except to the extent arising out of the acts or omissions of Seller, its affiliates or agents after Closing.

(d) Additional and Independent Consideration. The release and general allocation of environmental responsibility by Buyer are additional and independent consideration to Seller for the sale and purchase of the Property, without which Seller would not sell the Property for the Purchase Price.

**Section 11. Default.**

(a) Buyer Default. If Buyer defaults in its obligations hereunder to deliver to Seller the deliveries specified under Section 4(c) on the date required thereunder and close on the purchase of the Property on the Closing Date, then, immediately and without the right to receive notice or to cure, Buyer shall forfeit the Earnest Money Deposit, and the Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other obligations under this Agreement, and such default continues for more than 10 days after written notice from Seller, then Buyer shall forfeit the Earnest Money Deposit and the Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither party shall be obligated to proceed with the purchase and sale of the Property. The Earnest Money Deposit is liquidated damages to Seller and recourse to the Earnest Money Deposit is, except for Buyer's indemnity obligations hereunder, Seller's sole and exclusive remedy for Buyer's failure to perform its obligations hereunder. SELLER AND BUYER ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE AND THAT THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM A DEFAULT BY BUYER IN ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER AND BUYER FURTHER ACKNOWLEDGE THAT BUYER DESIRES TO LIMIT ITS LIABILITY TO SELLER IN THE EVENT THE SALE AND PURCHASE OF THE PROPERTY SHALL FAIL TO CLOSE BECAUSE OF ANY DEFAULT OF BUYER HEREUNDER. Seller expressly waives the remedies of specific performance and additional damages for such default by Buyer.

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

(b) Seller Default. If, prior to the Closing, Seller defaults in any of its obligations under this Agreement, including to sell the Property as set forth in this Agreement, and such default continues for more than 10 days after written notice from Buyer, then Buyer may either (i) waive such default and proceed to Closing, or (ii) terminate this Agreement and receive a return of the Earnest Money Deposit, in which event neither party shall have any obligations hereunder except for those provisions expressly surviving termination of this Agreement. SELLER AND BUYER FURTHER AGREE THAT THIS SECTION 11(b) IS INTENDED TO AND DOES LIMIT THE AMOUNT OF DAMAGES DUE BUYER AND THE REMEDIES AVAILABLE TO BUYER, AND SHALL BE BUYER'S EXCLUSIVE REMEDY AGAINST SELLER, BOTH AT LAW AND IN EQUITY ARISING FROM OR RELATED TO A BREACH BY SELLER OF ITS OBLIGATION TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. UNDER NO CIRCUMSTANCES MAY BUYER SEEK OR BE ENTITLED TO RECOVER ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR INDIRECT DAMAGES, ALL OF WHICH BUYER SPECIFICALLY WAIVES, FROM SELLER FOR ANY BREACH BY SELLER OF ITS OBLIGATIONS UNDER THIS CONTRACT. BUYER SPECIFICALLY WAIVES THE RIGHT TO FILE ANY LIS PENDENS OR ANY LIEN AGAINST THE PROPERTY.

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

**Section 12. Notices.**

Any notices given under this Agreement shall be in writing and personally delivered with a written receipt of delivery, or given by electronic delivery, overnight express delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery, or by mail. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested. All notices shall be sent to the addressee at its address set forth below or at such other address as the party may from time to time direct in writing:

Seller: Union Pacific Railroad Company  
Attn: Gregg Larsen, Senior Manager – Real Estate Sales  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179  
Telephone: (402) 544-8552  
Email: [galarsen@up.com](mailto:galarsen@up.com)

With copy to: Union Pacific Railroad Company  
Attn: Madeline Roebke, Senior General Attorney  
1400 Douglas Street, Mail Stop 1580  
Omaha, Nebraska 68179  
Telephone: (402) 544-1121  
Email: [meroebke@up.com](mailto:meroebke@up.com)

With copy to: Husch Blackwell  
Attn: Andrea Austin  
1801 Wewatta Street, Suite 1000  
Denver, Colorado 80202  
Telephone: (303) 749-7264  
Email: [andrea.austin@huschblackwell.com](mailto:andrea.austin@huschblackwell.com)

Buyer: Colorado High Performance Transportation Enterprise  
Attn: Nicholas Farber  
2829 W. Howard Place, Suite 562  
Denver, Colorado 80204  
Telephone: (720) 248-8544  
Email: [nicholas.farber@state.co.us](mailto:nicholas.farber@state.co.us)

With copy to: Colorado Office of the Attorney General  
Attn: Andrew Gomez  
1300 Broadway, 10<sup>th</sup> Floor  
Denver, Colorado 80203  
Telephone: (720) 508-6638  
Email: [andrew.gomez@coag.gov](mailto:andrew.gomez@coag.gov)

Title Company: Stewart Title Guaranty Company  
Attn: Carma Weymouth  
55 Madison Street, Suite 400  
Denver, Colorado 80206  
Telephone: (303) 780-4015  
Email: [cweymouth@stewart.com](mailto:cweymouth@stewart.com)

Express delivery notices shall be deemed to be given upon receipt; email delivery notice shall be deemed given when sent. Postal notices shall be deemed to be given 3 days after deposit with the United States Postal Service. Copies of all notices to Seller or Buyer shall be given to Title Company, and copies of all notices to Title Company shall be given to the other party to this Agreement.

**Section 13. Assignment.**

Buyer shall not transfer or assign this Agreement or any interest therein, without the consent in writing of Seller, and it is agreed that any such transfer or assignment, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and shall, at the option of Seller, terminate this Agreement. Notwithstanding the foregoing, Buyer may assign this Agreement, without Seller's prior written consent, to the State, the Colorado Department of Transportation, or any enterprise of either the State or the Colorado Department of Transportation, provided that such assignee assumes the provisions of this Agreement in writing for the benefit of Seller, in form and substance satisfactory to Seller, and that Buyer give Seller notice of such assignment at least 10 days prior to the Closing Date, with a fully executed copy of such assignment and assumption agreement. No assignment by Buyer will relieve Buyer of its obligations under this Agreement.

**Section 14. Condemnation.**

If, prior to Closing, a federal agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within 30 days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, the Earnest Money Deposit shall be returned to Buyer and this Agreement will be without any further force and effect and without further obligation of either party to the other, except for those provisions that expressly survive termination of this Agreement. If neither party elects to terminate pursuant to this Section 14, the Purchase Price will be determined as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

**Section 15. Waiver of Breach.**

A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

**Section 16. Time of the Essence; Business Days.**

Time is of the essence of this Agreement. The term "business day" means any day other than a Saturday or Sunday or federal holiday or legal holiday in the State of Colorado. Unless the references in this Agreement to any specific time period expressly uses the term "business days", the number of days for such time period shall be based on calendar days.

**Section 17. Law Govering and Venue.**

The laws of the State of Colorado shall govern the validity, construction, enforcement, and interpretation of this Agreement. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in a court of competent jurisdiction in the State of Colorado, and the parties hereto expressly consent to the venue and jurisdiction of such court.



**Section 18. Merger; Survival.**

The terms, provisions, covenants and conditions contained in this Agreement shall merge into the deed to be delivered by Seller to Buyer at Closing and shall not survive the Closing, except for the provisions of Section 3(c) (reimbursement of Survey costs), Section 3(d), and Sections 9, 10, 19, 20, 26, 28, and 29.

**Section 19. No Brokers.**

The negotiations relative to this Agreement and the transactions contemplated hereby have been conducted by the parties without the intervention of any person which would give rise to any valid claim against either of the parties for brokerage commissions or other like payment. Each party shall hold harmless the other party against and from any and all claims for brokerage commission or other like payment arising out of the transaction contemplated by this Agreement and occasioned by the actions of such party.

**Section 20. Successors and Assigns.**

Subject to Section 13, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**Section 21. Special Provision.**

Seller, Federal ID No. 94-6001323, is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Buyer. The form of Certification of Non Foreign Status prepared in conformance with IRS regulations under Section 1445 of the Internal Revenue Code is attached hereto as Exhibit M and made a part hereof.

**Section 22. Tax-Deferred Exchange.**

Seller may arrange for the exchange upon the Closing of one or more parcels of property for the Property in order to effect a tax-deferred exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and comparable provisions of state statutes. Buyer agrees to cooperate with Seller in connection with any such exchange. Such cooperation by Buyer shall include, but is not limited to, executing documents as reasonably may be required by Seller, provided that nothing herein shall obligate Buyer to make any representations of value regarding the Property (or portion thereof).

**Section 23. Not an Offer.**

The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer.

**Section 24. Severability.**

In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction under applicable law, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible

so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

### **Section 25. Entire Agreement.**

It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

### **Section 26. Confidentiality; Public Records.**

Until Closing, the parties shall maintain the confidentiality of the negotiations regarding the transaction contemplated by this Agreement. Notwithstanding the foregoing, the parties shall be permitted to make any disclosure: (i) to any affiliate of Buyer or Seller; (ii) to any prospective assignee of Buyer; (iii) to consultants, legal advisors, and financial institutions, provided such disclosure is not disseminated to the broader public; (iv) to the extent such information shall be or have otherwise become publicly available other than as a result of disclosure by Buyer or Seller; and (v) as may be required by law. If this Agreement terminates prior to Closing, this provision shall survive such termination. After Closing, Buyer will comply with Government Code, Chapter 552, the Public Information Act, and Section 24-72-201 et seq., C.R.S., the Colorado Open Records Act, in the release of information produced pursuant to this Agreement. If Buyer receives a request for information under the Public Information Act in connection with this Agreement, Buyer will promptly notify Seller of the request and inform Seller of its rights under the Public Information Act to submit in writing to the attorney general Seller's reasons why the information should be withheld or released. In addition, Seller, prior to the release of any information under this Agreement in accordance with this Section 26, shall have the right to pursue protection of such information in accordance with applicable law.

### **Section 27. Counterparts.**

This Agreement may be executed in one or more counterparts, including electronically scanned counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute one agreement. Notwithstanding the fact that electronically scanned signatures shall be deemed original signatures for all purposes hereunder, upon the request of a party, each party agrees to deliver and exchange original counterpart signature pages.

### **Section 28. Adjacent Property.**

Buyer acknowledges it is aware of Martin Marietta's ready-mix concrete facility at 1145 N. Quivas Street located adjacent to the Property, and that Martin Marietta's operations may be impacted by the future development of the Property. As part of its design and construction of the Property, Buyer agrees to use commercially reasonable efforts to cooperate with Martin Marietta to minimize disruption to Martin Marietta's operations at the Quivas Street facility.

### **Section 29. State Provisions.**

(a) Controller's Approval Section 24-30-202(1), C.R.S. This Agreement shall not be valid until it has been approved and executed by the Colorado State Controller or designee ("Controller"), provided that if the Controller has not executed this Agreement on or before May 25, 2021, this

Agreement shall be void and of no further effect, and neither party shall have any further liability hereunder (except as to those obligations expressly surviving termination of this Agreement).

(b) Fund Availability Section 24-30-202(5.5), C.R.S. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(c) Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S. or the Federal Tort Claims Act, 28 U.S.C. Sections 1346(b) and 2671 *et seq.*, as applicable now or hereafter amended. This paragraph shall survive any termination of this Agreement and the Closing.

(d) Compliance with Law. Buyer and Seller shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices, as applicable to this Agreement.

(e) Choice of Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this Section 29 in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution. This paragraph shall survive any termination of this Agreement and the Closing.

(f) Vendor Offset. Sections 24-30-202(1) and 24-30-202.4, C.R.S. Subject to Section 24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Section 39-21-101, *et seq.*, C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

*(Remainder of page intentionally left blank.)*

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date first herein written.

**SELLER:**

**UNION PACIFIC RAILROAD COMPANY,**  
a Delaware corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**COLORADO HIGH PERFORMANCE  
TRANSPORTATION ENTERPRISE,**  
a government-owned business created as a  
division of the Colorado Department of  
Transportation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

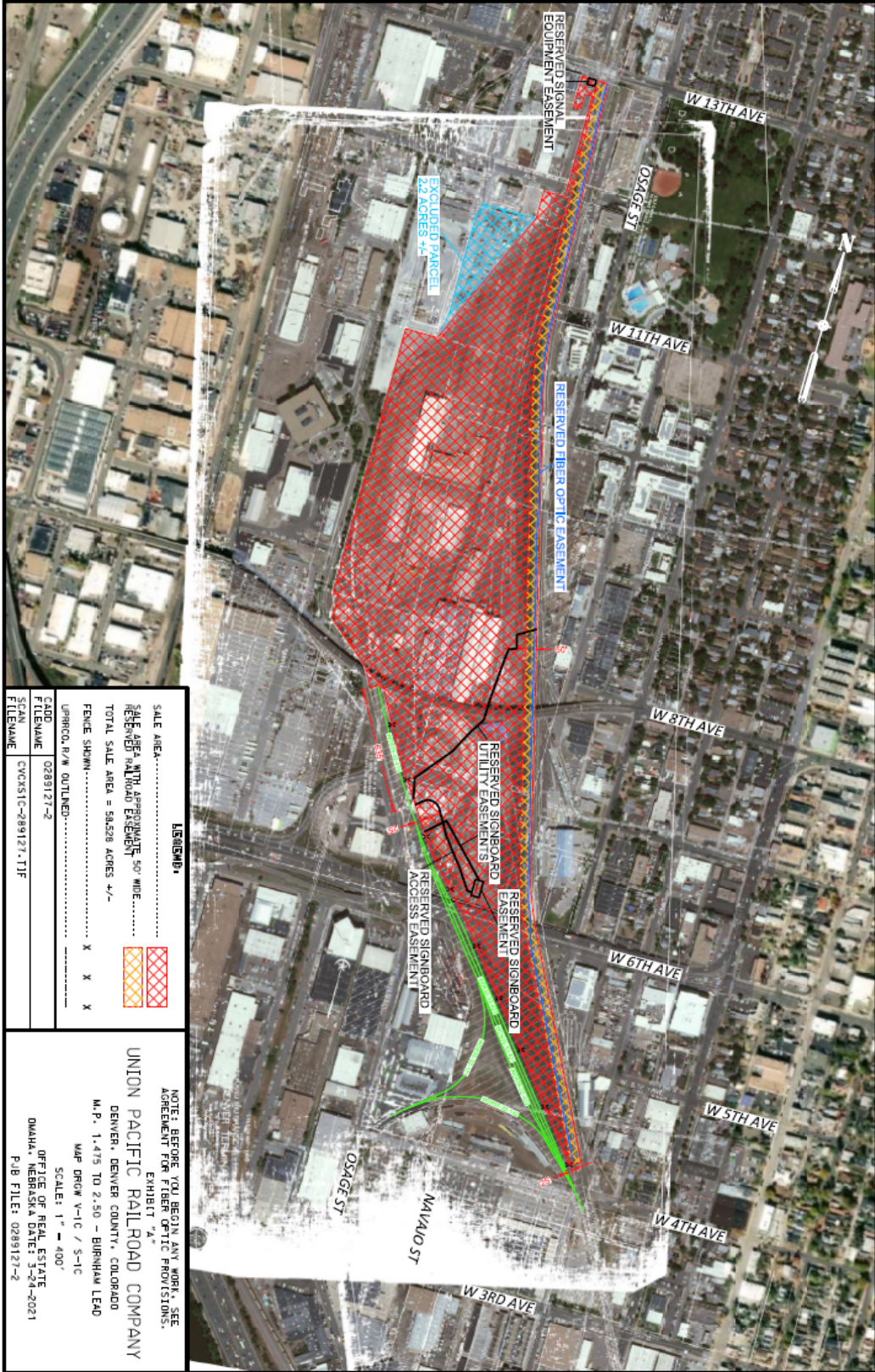
Section 24-3-202, C.R.S. requires that the State Controller approve all agreements. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it.

**STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# EXHIBIT A



<b>LEGEND</b>	
SALE AREA.....	RESERVED FIBER OPTIC EASEMENT
RESERVED SIGNBOARD UTILITY EASEMENTS	RESERVED SIGNBOARD ADDRESS EASEMENT
TOTAL SALE AREA = 58,528 ACRES +/-	EXCLUDED PARCEL 2.2 ACRES +/-
FENCE SHOWN.....	
UPHOLD R/W OUTLINED.....	
CADD FILENAME 0289127-2	
SCAN FILENAME C:\CADD\IC-289127.TIF	

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.  
 EXHIBIT "A"  
**UNION PACIFIC RAILROAD COMPANY**  
 DENVER, DENVER COUNTY, COLORADO  
 M.P. 1.479 TO 2.50 - BURNHAM LEAD  
 MAP DRAW V-1C / S-1C  
 SCALE: 1" = 400'  
 OFFICE OF REAL ESTATE  
 OMAHA, NEBRASKA DATE: 3-24-2021  
 P/B FILE: 0289127-2

**EXHIBIT B**

**IMPROVEMENTS**

<b>Improvements:</b>	
"Buildings"	Building Numbers: 1320-1323, 1330, 1333, 1334, 1335, 1337, 1338, 1339, 1340, 1342, 1344, 1347, 1348, 1349, 1350, 1358  Track Storage Shed
"Trackage"	Railroad trackage, ballast, ties and appurtenances thereto on the Land
Other	Monitoring well(s)
<b>Assets:</b>	
"FF&E"	Fixtures, furniture, equipment and other personal property remaining in the Buildings and on the Land not otherwise removed by Seller prior to Closing

## EXHIBIT C

### PROPERTY MATERIALS

The parties acknowledge and agree that Seller previously provided to Buyer the following materials related to the Property (the "Property Materials") after Seller conducted Seller's Standard Real Estate Search. As used herein, "Seller's Standard Real Estate Search" means the following procedure: Seller's real estate department (i) determines the location of the property in question and converts the information into a database inquiry which is run against Seller's Real Estate Management System database of over 300,000 active agreements to generate a list of documents affecting the property in question as revealed by the database, and (ii) searches for the listed documents in the real estate department records in Omaha, Nebraska, which location is where documents in Seller's Real Estate Management System database are stored and maintained in the ordinary course of Seller's business. Seller makes no representations or warranties with respect to the accuracy or completeness of the list of agreements generated by Seller's Standard Real Estate Search.

1. Existing site/building plans and maps
2. Existing surveys
3. Existing title commitment
4. Real estate tax invoices, statements and notices
5. Leases and licenses
6. Environmental reports
7. Geotechnical reports
8. Boring logs
9. Soils reports



## EXHIBIT D

### RAILROAD EASEMENT – LEGAL DESCRIPTION

AN 5.048 ACRE PARCEL OF LAND LOCATED IN THE SOUTH ONE-HALF OF SECTION 4 AND THE NORTH ONE-HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE LINE BETWEEN THE EAST SIXTEENTH CORNER BETWEEN SECTIONS 4 AND 9 AND THE CENTER-EAST SIXTEENTH CORNER OF SECTION 9 AS BEING SOUTH 00° 25' 44" EAST, A DISTANCE OF 2633.56 FEET. THE EAST SIXTEENTH CORNER BETWEEN SECTIONS 4 & 9 IS A 3¼ INCH ALUMINUM CAP IN A RANGE BOX STAMPED PLS 34986 AND THE CENTER-EAST SIXTEENTH CORNER OF SECTION 9 IS A 2½ INCH ALUMINUM CAP IN A RANGE BOX STAMPED PLS 27269.

COMMENCING AT THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 9

THENCE NORTH 00° 25' 44" WEST, ALONG THE SIXTEENTH SECTION LINE TO THE EAST SIXTEENTH CORNER COMMON TO SAID SECTIONS 4 AND 9, A DISTANCE OF 1669.66 FEET;

THENCE SOUTH 89° 34' 16" WEST, AT RIGHT ANGLES TO THE PREVIOUS COURSE, A DISTANCE OF 59.91 FEET TO THE POINT OF BEGINNING:

THENCE S 63° 01' 46" W, A DISTANCE OF 50.95 FEET;

THENCE ALONG A LINE 25.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE MAIN TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD THE FOLLOWING SEVEN (7) COURSES:

- 1) N 26° 56' 12" W, A DISTANCE OF 124.93 FEET;
- 2) N 27° 00' 13" W, A DISTANCE OF 992.08 FEET TO THE POINT OF A CIRCULAR CURVE;
- 3) 196.52 FEET, ALONG THE ARC OF SAID TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 12° 30' 39", AND A CHORD WHICH BEARS N 20° 44' 53" W, A DISTANCE OF 196.13 FEET;
- 4) N 14° 29' 34" W, A DISTANCE OF 2346.55 FEET TO THE POINT OF A CIRCULAR CURVE;
- 5) 390.13 FEET, ALONG THE ARC OF SAID TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 11° 27' 47", AND A CHORD WHICH BEARS N 08° 45' 40" W, A DISTANCE OF 389.48 FEET;
- 6) N 03° 01' 46" W, A DISTANCE OF 1019.06 FEET TO THE POINT OF A NON-TANGENT CIRCULAR CURVE;
- 7) 178.23 FEET, ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 635.00 FEET, A CENTRAL ANGLE OF 16° 04' 52", AND A CHORD WHICH BEARS N 10° 57' 28" W, A DISTANCE OF 177.64 FEET, TO A POINT ON THE NORTHERLY LINE OF BLOCK 23, BAKER'S SUBDIVISION;

THENCE N 89° 46' 42" E ALONG SAID NORTHERLY LINE OF BLOCK 23, ALSO BEING THE SOUTHERLY LINE OF WEST 13TH AVENUE A DISTANCE OF 32.24 FEET;

THENCE S 00° 47' 29" E ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4 A DISTANCE OF 1.06 FEET, WHENCE THE CENTER-NORTH ONE SIXTEENTH CORNER OF SECTION 4 BEARS S 00° 48' 38" E, A DISTANCE OF 76.52 FEET;

THENCE N 89° 50' 44" E ALONG THE NORTHERLY LINE OF BLOCK A, RESUBDIVISION OF BLOCKS A AND B HUNT'S ADDITION TO DENVER ALSO BEING SAID SOUTHERLY LINE OF WEST 13TH AVENUE A DISTANCE OF 31.28 FEET;

THENCE ALONG THE CENTERLINE OF THE NORTHBOUND MAIN TRACK OF THE DENVER REGIONAL TRANSPORTATION DISTRICT LIGHT RAIL LINE THE FOLLOWING SEVEN ( 7 ) COURSES:

- 1) S 03° 00' 09" E, A DISTANCE OF 1184.61 FEET TO THE POINT OF A CIRCULAR CURVE;
- 2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 28' 36", A RADIUS OF 1931.53 FEET, A CHORD BEARING S 08° 44' 28" E A DISTANCE OF 386.25 FEET, AND AN ARC DISTANCE OF 386.90 FEET;

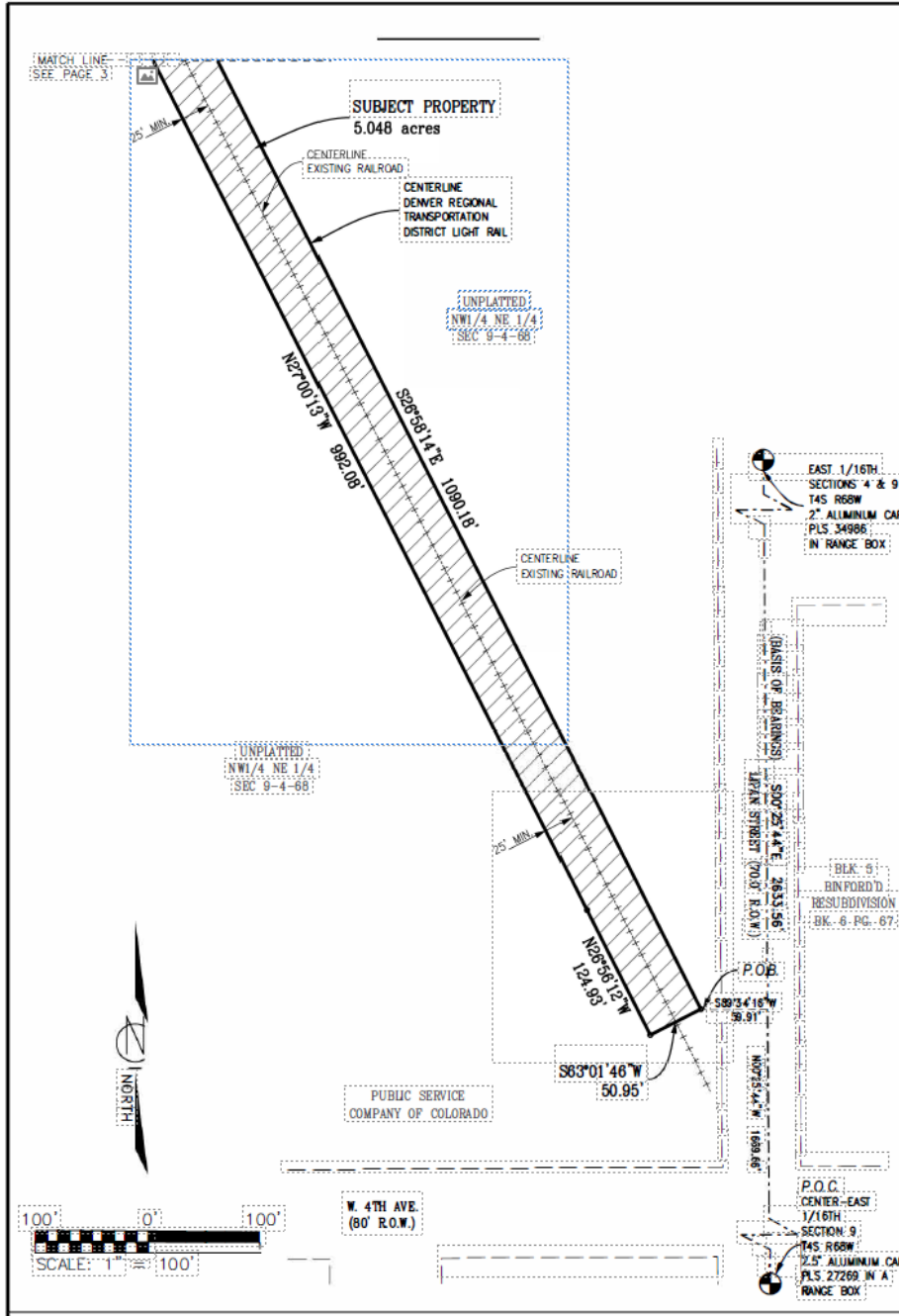
## EXHIBIT D

### RAILROAD EASEMENT – LEGAL DESCRIPTION (CONT'D)

- 3) S 14° 28' 46" E, A DISTANCE OF 2229.21 FEET TO THE POINT OF A CIRCULAR CURVE;
- 4) ALONG THE ARC OF A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 11° 10' 23", A RADIUS OF 1397.76 FEET, A CHORD BEARING S 20° 03' 57" E A DISTANCE OF 272.14 FEET, AND AN ARC DISTANCE OF 272.57 FEET TO THE SOUTHERLY LINE OF BLOCK 42, HUNT'S ADDITION TO DENVER ALSO BEING THE NORTHERLY LINE OF WEST 6TH AVENUE, WHENCE SOUTHEAST CORNER OF SAID BLOCK 42 BEARS N 89° 51' 22" E A DISTANCE OF 167.26 FEET;
- 5) ALONG A COMPOUND CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE 01° 19' 05", A RADIUS OF 1397.76, A CHORD BEARING S 26° 18' 41" E, A DISTANCE OF 32.15 FEET AND AN ARC DISTANCE OF 32.16 FEET;
- 6) S 26° 58' 14" E, A DISTANCE OF 27.37 FEET TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 4, WHENCE SAID SOUTH QUARTER CORNER OF SECTION 4 BEARS S 89° 40' 48" W A DISTANCE OF 773.28 FEET;
- 7) CONTINUING S 26° 58' 14" E, A DISTANCE OF 1090.18 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED PARCEL CONTAINING 219,890 SQ.FT. / 5.048 ACRES, MORE OR LESS.

# EXHIBIT D

## RAILROAD EASEMENT (CONT'D)

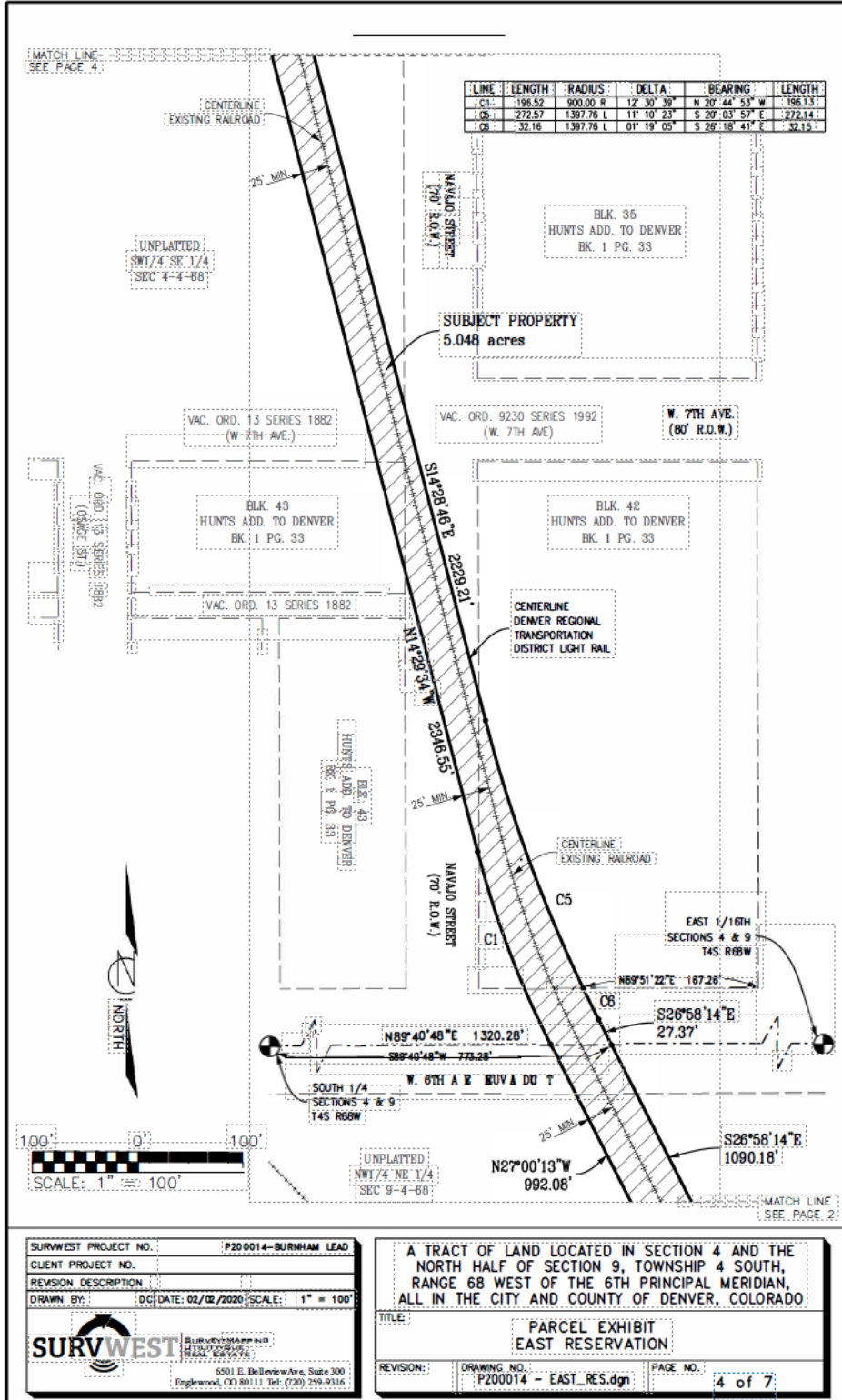


SURVSWEST PROJECT NO.	P200014-BURNHAM LEAD
CLIENT PROJECT NO.	
REVISION DESCRIPTION	
DRAWN BY:	DC
DATE:	02/02/2020
SCALE:	1" = 100'
<small>6501 E. Delaware Ave. Suite 300 Englewood, CO 80111 Tel: (720) 259-9316</small>	

A TRACT OF LAND LOCATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO		
TITLE: PARCEL EXHIBIT EAST RESERVATION		
REVISION:	DRAWING NO.:	PAGE NO.:
	P200014 - EAST_RES.dgn	3 of 7

# EXHIBIT D

## RAILROAD EASEMENT (CONT'D)



SURVSWEST PROJECT NO. P200014-BURNHAM LEAD  
 CLIENT PROJECT NO.  
 REVISION DESCRIPTION  
 DRAWN BY: D.G. DATE: 02/02/2020 SCALE: 1" = 100'

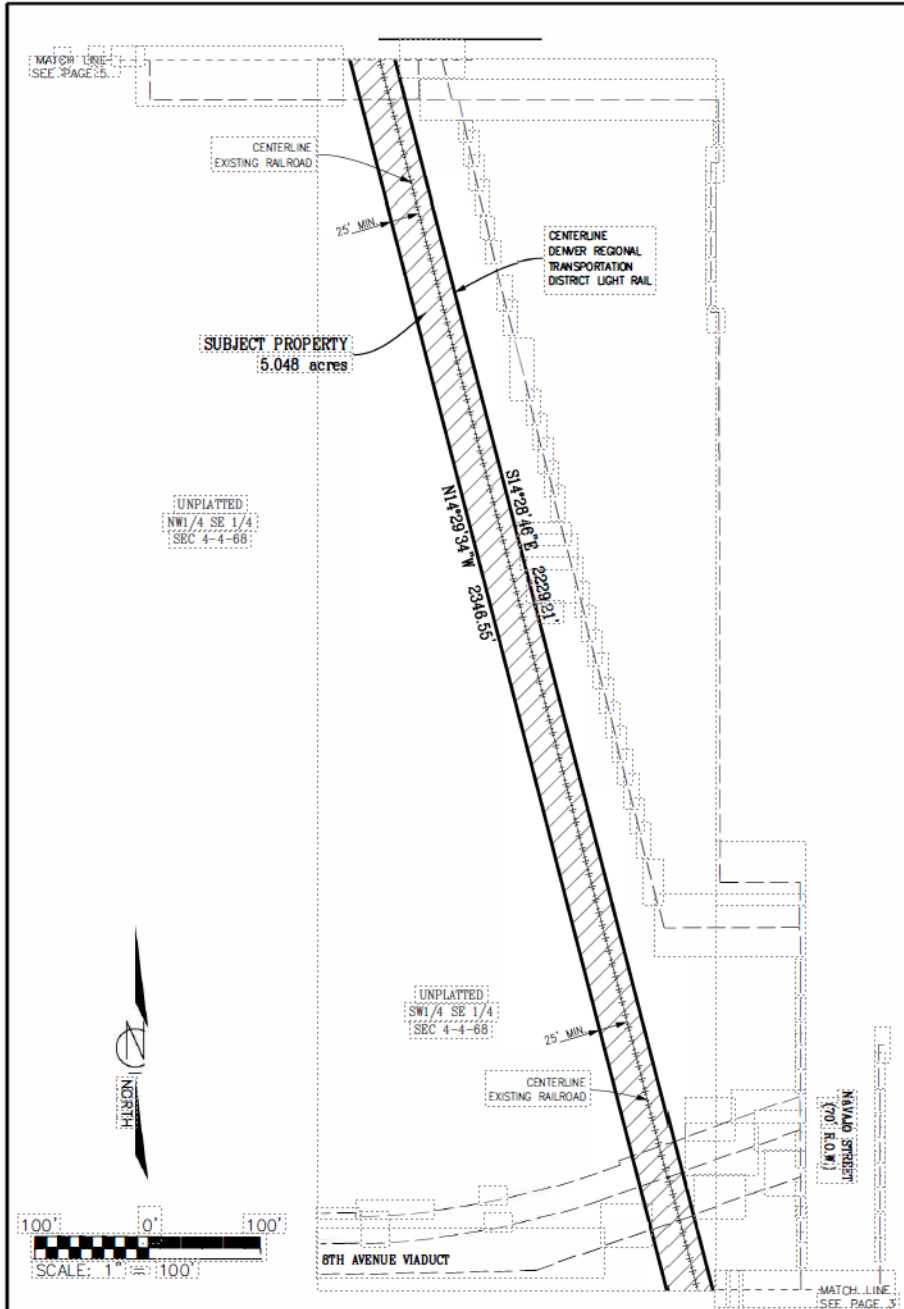



A TRACT OF LAND LOCATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO

TITLE: PARCEL EXHIBIT EAST RESERVATION  
 REVISION: DRAWING NO. P200014 - EAST\_RES.dgn PAGE NO. 4 of 7

# EXHIBIT D

## RAILROAD EASEMENT (CONT'D)

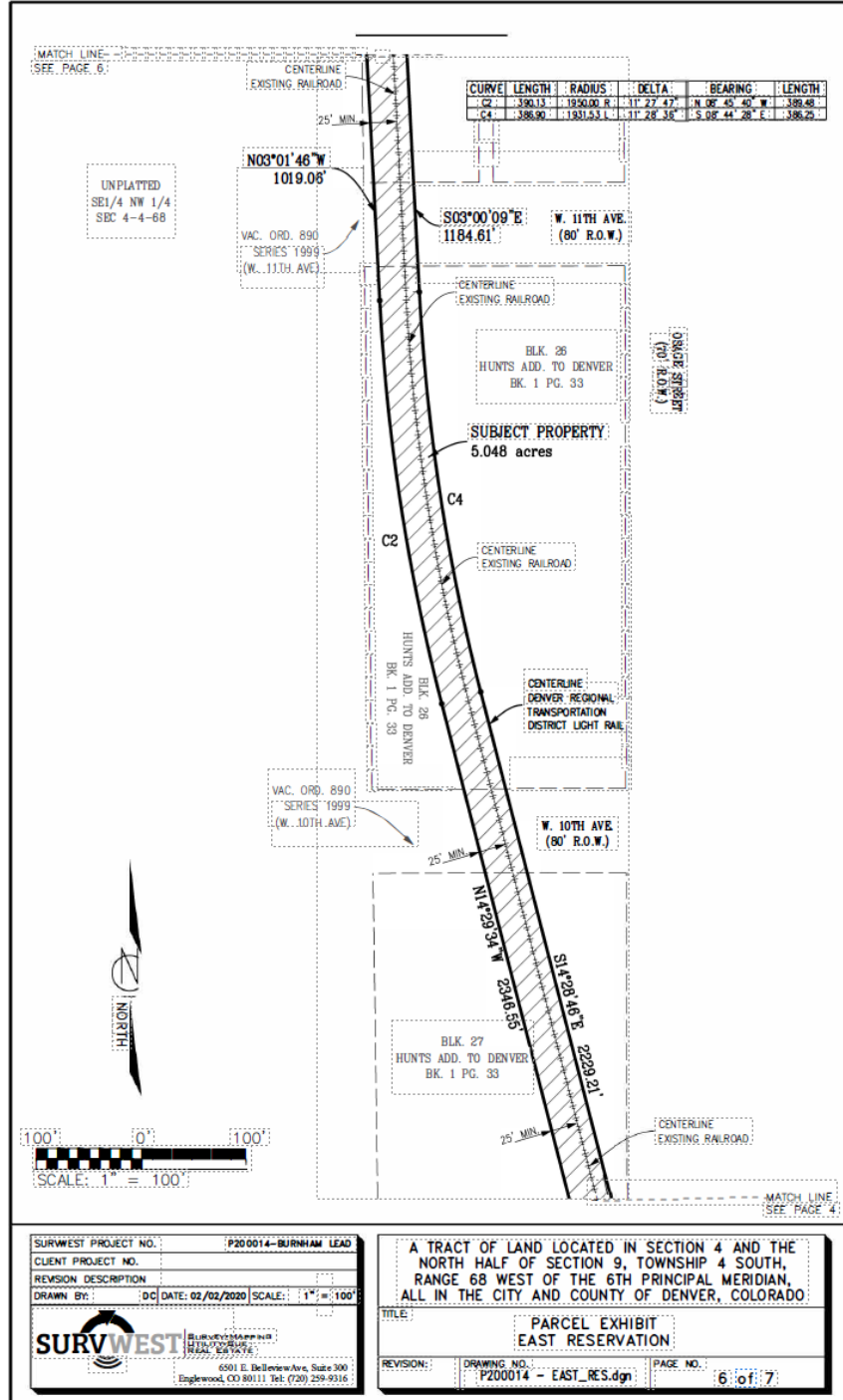


SURWEST PROJECT NO.	P200014-BURNHAM LEAD
CLIENT PROJECT NO.	
REVISION DESCRIPTION	
DRAWN BY:	DC DATE: 02/02/2020 SCALE: 1" = 100'
	
6501 E. Bellview Ave, Suite 300 Englewood, CO 80111 Tel: (720) 259-9316	

A TRACT OF LAND LOCATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO		
TITLE: PARCEL EXHIBIT EAST RESERVATION		
REVISION:	DRAWING NO. P200014 - EAST_RES.dgn	PAGE NO. 5 of 7

# EXHIBIT D

## RAILROAD EASEMENT (CONT'D)



SURWEST PROJECT NO.: P200014-BURNHAM LEAD

CLIENT PROJECT NO.:

REVISION DESCRIPTION:

DRAWN BY: DC DATE: 02/02/2020 SCALE: 1" = 100'

**SURWEST** SURVEYING & REAL ESTATE

6501 E. Delaware Ave, Suite 300  
Englewood, CO 80111 Tel: (720) 259-9316

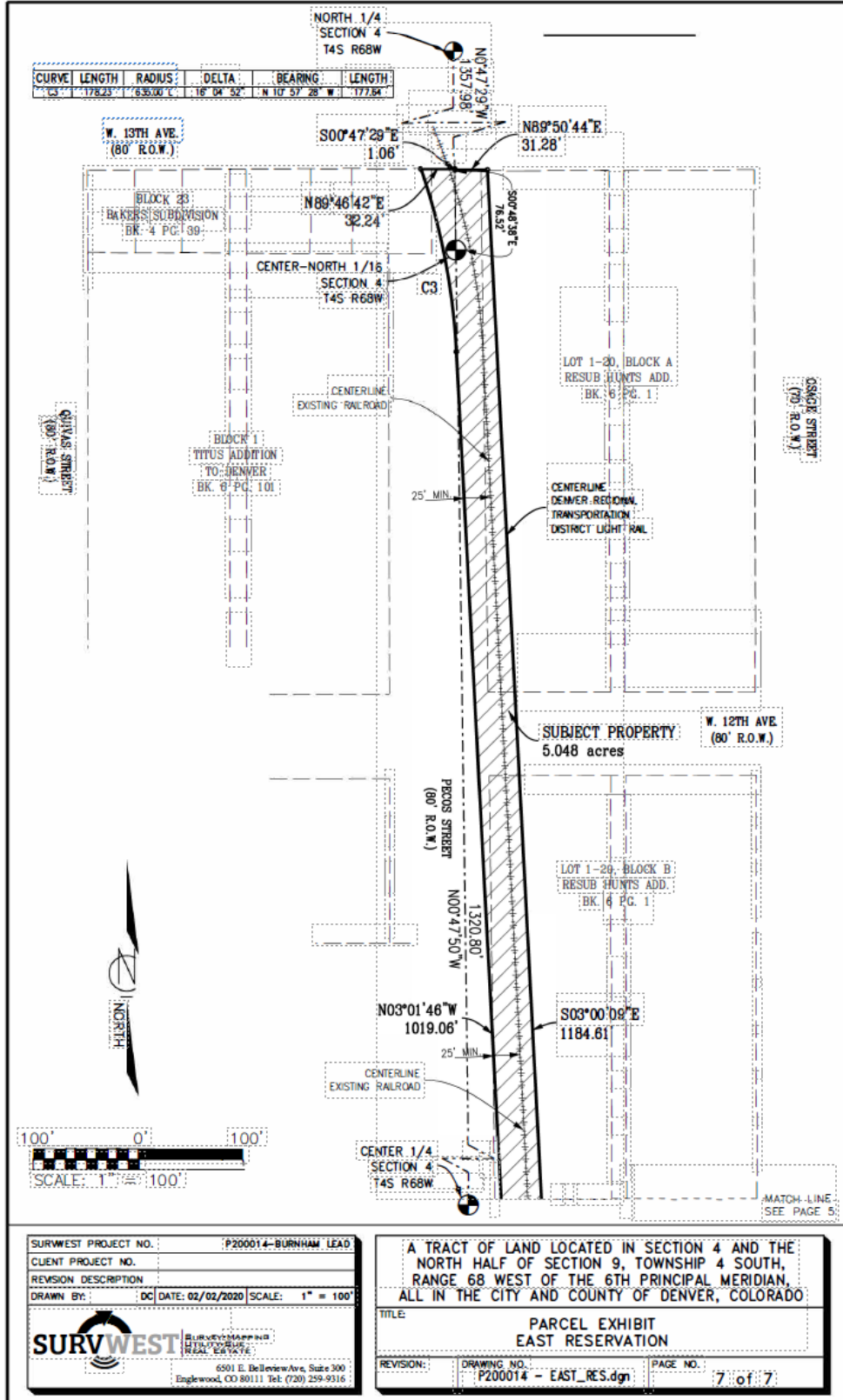
A TRACT OF LAND LOCATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO


TITLE: PARCEL EXHIBIT EAST RESERVATION

REVISION: P200014 - EAST\_RES.dgn PAGE NO.: 6 of 7

# EXHIBIT D

## RAILROAD EASEMENT (CONT'D)



SURVSWEST PROJECT NO.	P200014-BURNHAM LEAD
CLIENT PROJECT NO.	
REVISION DESCRIPTION	
DRAWN BY:	DC DATE: 02/02/2020 SCALE: 1" = 100'
	
6501 E. Bellevue Ave., Suite 300 Englewood, CO 80111 Tel: (720) 259-9316	

A TRACT OF LAND LOCATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO		
TITLE: <b>PARCEL EXHIBIT EAST RESERVATION</b>		
REVISION:	DRAWING NO. P200014 - EAST_RES.dgn	PAGE NO. 7 of 7

**EXHIBIT E**

**SIGNAL EQUIPMENT EASEMENT – LEGAL DESCRIPTION**

A 0.026 ACRE TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 69 WEST. SAID LINE IS ASSUMED TO BEAR N 00° 47' 29" W. ALL BEARINGS BEING REPORTED ARE IN REFERENCE TO SAID LINE. BEARINGS HAVE BEEN DETERMINED FROM THE RECORDED LAND SURVEY PLAT PERFORMED BY MERRICK AND COMPANY BEING RECORDED AT SURVEYORS LAND SURVEY/RIGHT OF WAY SURVEYS BOOK 16 PAGE 90-93.

COMMENCING AT THE CENTER-NORTH ONE SIXTEENTH CORNER OF SAID SECTION 4, THENCE N 17° 18' 24" W, A DISTANCE OF 48.78 FEET TO THE POINT OF BEGINNING;

THENCE S 89° 46' 42" W, A DISTANCE OF 36.50 FEET;

THENCE N 00° 13' 18" W, A DISTANCE OF 30.95 FEET TO A POINT ON THE NORTHERLY LINE OF BLOCK 23, BAKER'S SUBDIVISION ALSO BEING THE SOUTHERLY LINE OF WEST 13TH AVENUE;

THENCE N 89° 46' 42" E, ALONG THE SAID SOUTHERLY LINE OF WEST 13<sup>TH</sup> STREET, A DISTANCE OF 36.50 FEET;

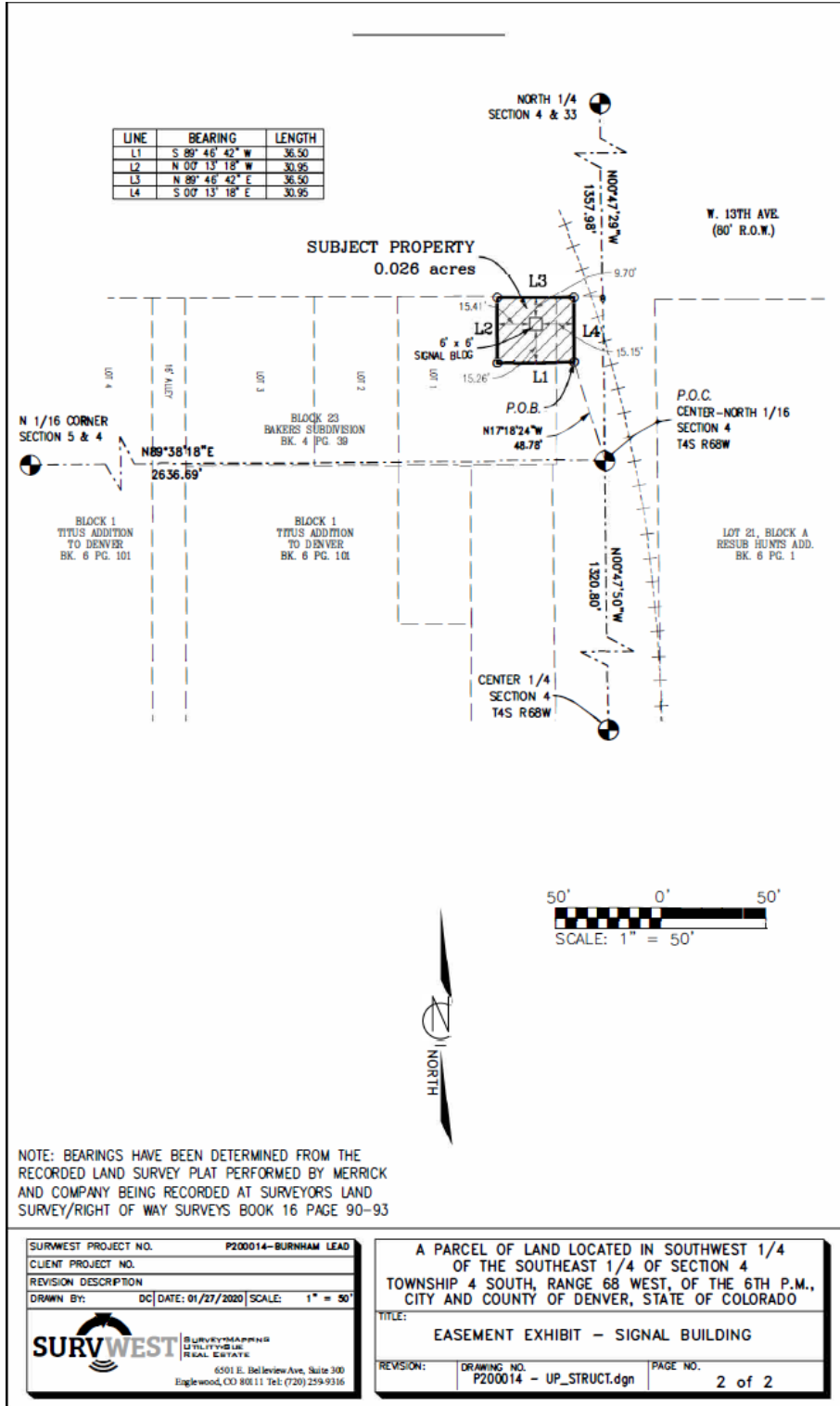
THENCE S 00° 13' 18" E, A DISTANCE OF 30.95 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINING 1,130 SQ.FT. / 0.026 ACRES, MORE OR LESS.



# EXHIBIT E

## SIGNAL EQUIPMENT EASEMENT (CONT'D)



**EXHIBIT F-1**

**SIGNBOARD EASEMENT – LEGAL DESCRIPTION**

**Signboard Easement:**

A 0.074 ACRE TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 69 WEST. SAID LINE IS ASSUMED TO BEAR S 00° 47' 51" E. ALL BEARINGS BEING REPORTED ARE IN REFERENCE TO SAID LINE. BEARINGS HAVE BEEN DETERMINED FROM THE RECORDED LAND SURVEY PLAT PERFORMED BY MERRICK AND COMPANY BEING RECORDED AT SURVEYORS LAND SURVEY/RIGHT OF WAY SURVEYS BOOK 16 PAGE 90-93.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4;

THENCE N 79° 14' 30" E, A DISTANCE OF 438.27 FEET TO THE POINT OF BEGINNING;

THENCE N 01° 48' 41" W, A DISTANCE OF 79.95 FEET;

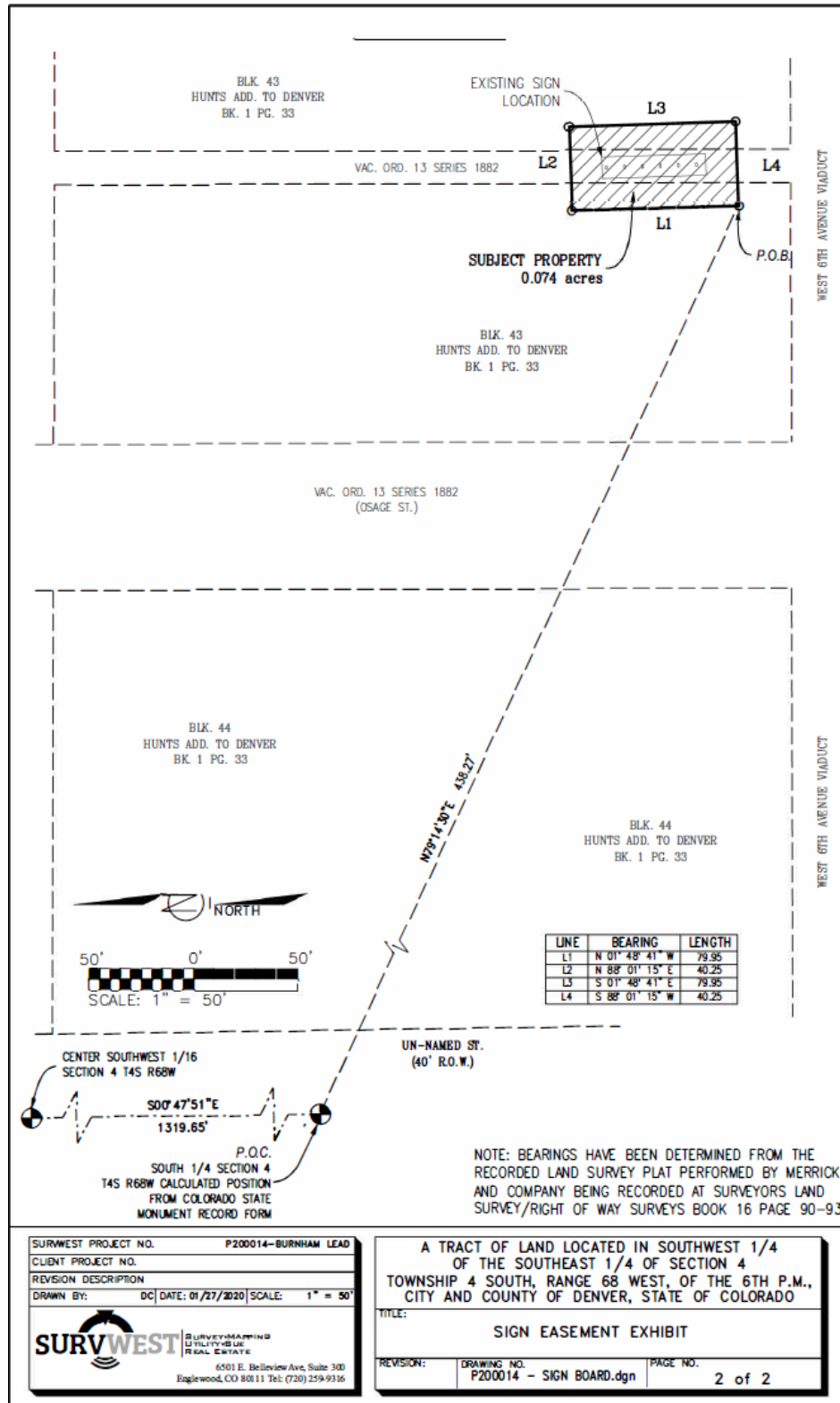
THENCE N 88° 01' 15" E, A DISTANCE OF 40.25 FEET;

THENCE S 01° 48' 41" E, A DISTANCE OF 79.95 FEET;

THENCE S 88° 01' 15" W, A DISTANCE OF 40.25 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINING 3,218 SQ.FT. / 0.074 ACRES, MORE OR LESS.

**Signboard Easement (cont'd):**



**EXHIBIT F-2**

**SIGNBOARD EASEMENT – SIGNBOARD ACCESS ROADWAY LEGAL DESCRIPTION**

A 0.159 ACRE TRACT OF LAND, BEING TWELVE (12) FEET WIDE AND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 69 WEST. SAID LINE IS ASSUMED TO BEAR S 00° 47' 51" E. ALL BEARINGS BEING REPORTED ARE IN REFERENCE TO SAID LINE. BEARINGS HAVE BEEN DETERMINED FROM THE RECORDED LAND SURVEY PLAT PERFORMED BY MERRICK AND COMPANY BEING RECORDED AT SURVEYORS LAND SURVEY/RIGHT OF WAY SURVEYS BOOK 16 PAGE 90-93.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE N 05° 00' 28" E, A DISTANCE OF 445.93 FEET TO THE POINT OF BEGINNING;

THENCE N 47° 48' 26" E, A DISTANCE OF 42.08 FEET TO THE POINT OF A CIRCULAR CURVE;

THENCE 96.91 FEET, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 99° 09' 19", AND A CHORD WHICH BEARS S 82° 36' 55" E, A DISTANCE OF 85.26 FEET;

THENCE S 33° 02' 15" E, A DISTANCE OF 92.52 FEET;

THENCE S 32° 08' 46" E, A DISTANCE OF 43.61 FEET;

THENCE S 40° 59' 45" E, A DISTANCE OF 162.26 FEET;

THENCE S 36° 48' 48" E, A DISTANCE OF 119.59 FEET;

THENCE N 88° 54' 09" E, A DISTANCE OF 22.67 FEET;

THENCE S 01° 48' 41" E, A DISTANCE OF 12.01 FEET;

THENCE S 88° 41' 59" W, A DISTANCE OF 28.90 FEET;

THENCE N 36° 48' 48" W, A DISTANCE OF 125.43 FEET;

THENCE N 40° 59' 45" W, A DISTANCE OF 162.75 FEET;

THENCE N 32° 08' 46" W, A DISTANCE OF 44.45 FEET;

THENCE N 33° 02' 15" W, A DISTANCE OF 92.42 FEET TO THE POINT OF A CIRCULAR CURVE;

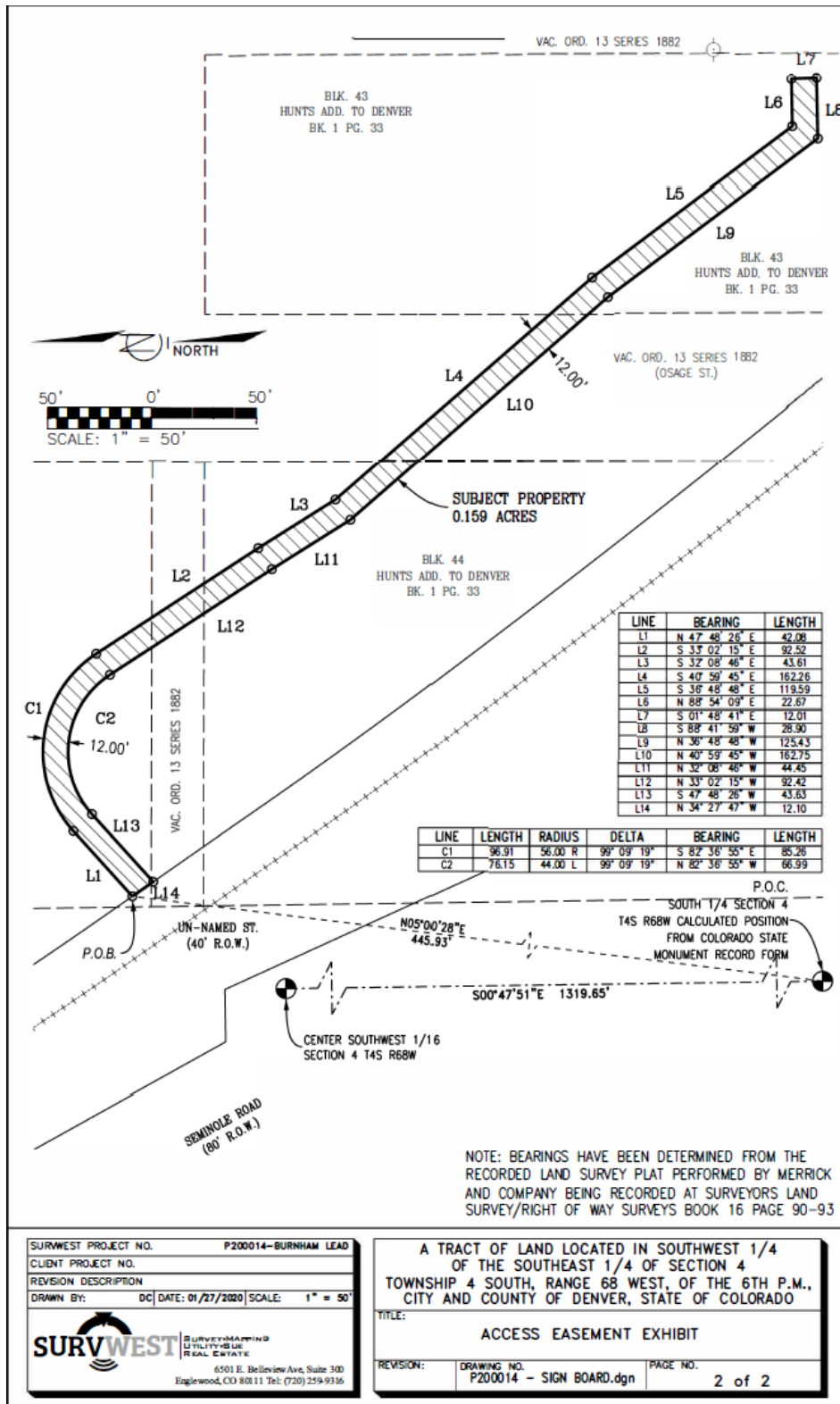
THENCE 76.15 FEET, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 99° 09' 19", AND A CHORD WHICH BEARS N 82° 36' 55" W, A DISTANCE OF 66.99 FEET;

THENCE S 47° 48' 26" W, A DISTANCE OF 43.63 FEET;

THENCE N 34° 27' 47" W, A DISTANCE OF 12.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINING 6,921 SQ.FT. / 0.159 ACRES, MORE OR LESS.

# Signboard Access Roadway (cont'd):



SURVSWEST PROJECT NO. P200014-BURNHAM LEAD

CLIENT PROJECT NO.

REVISION DESCRIPTION

DRAWN BY: DC | DATE: 01/27/2020 | SCALE: 1" = 50'

**SURVSWEST** SURVEY-MAPPING  
UTILITY-2-DIGIT  
REAL ESTATE

6501 E. Bellevue Ave, Suite 300  
Englewood, CO 80111 Tel: (720) 259-9316

A TRACT OF LAND LOCATED IN SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4 TOWNSHIP 4 SOUTH, RANGE 68 WEST, OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO

TITLE: ACCESS EASEMENT EXHIBIT

REVISION: DRAWING NO. P200014 - SIGN BOARD.dgn PAGE NO. 2 of 2

**EXHIBIT F-3**

**SIGNBOARD EASEMENT – SIGNBOARD UTILITIES LEGAL DESCRIPTION**

**TRACT I**

A 0.100 ACRE TRACT OF LAND, BEING TEN (10) FEET WIDE AND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 69 WEST. SAID LINE IS ASSUMED TO BEAR S 00° 47' 51" E. ALL BEARINGS BEING REPORTED ARE IN REFERENCE TO SAID LINE. BEARINGS HAVE BEEN DETERMINED FROM THE RECORDED LAND SURVEY PLAT PERFORMED BY MERRICK AND COMPANY BEING RECORDED AT SURVEYORS LAND SURVEY/RIGHT OF WAY SURVEYS BOOK 16 PAGE 90-93.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE N 23° 08' 01" E, A DISTANCE OF 338.37 FEET TO THE POINT OF BEGINNING;

THENCE N 46° 49' 08" E, A DISTANCE OF 31.35 FEET;

THENCE N 46° 49' 26" E, A DISTANCE OF 87.65 FEET;

THENCE S 45° 45' 44" E, A DISTANCE OF 136.59 FEET;

THENCE S 45° 24' 24" E, A DISTANCE OF 191.81 FEET

THENCE S 88° 01' 15" W, A DISTANCE OF 13.77 FEET;

THENCE N 45° 24' 24" W, A DISTANCE OF 182.32 FEET;

THENCE N 45° 45' 44" W, A DISTANCE OF 127.00 FEET;

THENCE S 46° 49' 26" W, A DISTANCE OF 78.09 FEET;

THENCE S 46° 49' 08" W, A DISTANCE OF 32.50 FEET;

THENCE N 36° 34' 09" W, A DISTANCE OF 10.07 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINING 4,337 SQ.FT. / 0.100 ACRES, MORE OR LESS.

**Signboard Easement - Signboard Utilities Legal Description (cont'd):**

**TRACT II**

A 0.271 ACRE TRACT OF LAND, BEING TEN (10) FEET WIDE AND LOCATED IN THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 69 WEST. SAID LINE IS ASSUMED TO BEAR S 00° 47' 51" E. ALL BEARINGS BEING REPORTED ARE IN REFERENCE TO SAID LINE. BEARINGS HAVE BEEN DETERMINED FROM THE RECORDED LAND SURVEY PLAT PERFORMED BY MERRICK AND COMPANY BEING RECORDED AT SURVEYORS LAND SURVEY/RIGHT OF WAY SURVEYS BOOK 16 PAGE 90-93.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE N 05° 38' 33" E, A DISTANCE OF 440.12 FEET TO THE POINT OF BEGINNING;

THENCE N 15° 03' 16" W, A DISTANCE OF 102.12 FEET;

THENCE N 36° 32' 02" E, A DISTANCE OF 224.87 FEET;

THENCE N 25° 06' 37" E, A DISTANCE OF 126.77 FEET;

THENCE N 29° 39' 41" E, A DISTANCE OF 83.93 FEET;

THENCE N 01° 41' 07" W, A DISTANCE OF 104.27 FEET;

THENCE N 01° 51' 26" E, A DISTANCE OF 204.69 FEET;

THENCE N 02° 27' 30" E, A DISTANCE OF 71.03 FEET;

THENCE N 03° 46' 44" E, A DISTANCE OF 51.69 FEET;

THENCE N 67° 00' 01" E, A DISTANCE OF 39.79 FEET;

THENCE N 21° 01' 59" W, A DISTANCE OF 28.65 FEET;

THENCE N 15° 41' 02" W, A DISTANCE OF 37.92 FEET;

THENCE N 56° 07' 39" E, A DISTANCE OF 99.14 FEET, TO A POINT ON THE WESTERLY LINE OF PARCEL 3 AS DESCRIBED IN SURVEY BOOK 41, PAGE 1, RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO;

THENCE S 14° 28' 46" E, ALONG SAID WESTERLY LINE OF PARCEL 3, A DISTANCE OF 10.60 FEET;

THENCE S 56° 07' 39" W, A DISTANCE OF 88.38 FEET;

THENCE S 15° 41' 02" E, A DISTANCE OF 30.22 FEET;

THENCE S 21° 01' 59" E, A DISTANCE OF 37.85 FEET;

THENCE S 67° 00' 01" W, A DISTANCE OF 43.30 FEET;

THENCE S 03° 46' 44" W, A DISTANCE OF 45.42 FEET;

THENCE S 02° 27' 30" W, A DISTANCE OF 70.86 FEET;

THENCE S 01° 51' 26" W, A DISTANCE OF 204.33 FEET;

THENCE S 01° 41' 07" E, A DISTANCE OF 106.76 FEET;

THENCE S 29° 39' 41" W, A DISTANCE OF 86.34 FEET;

THENCE S 25° 06' 37" W, A DISTANCE OF 127.37 FEET;

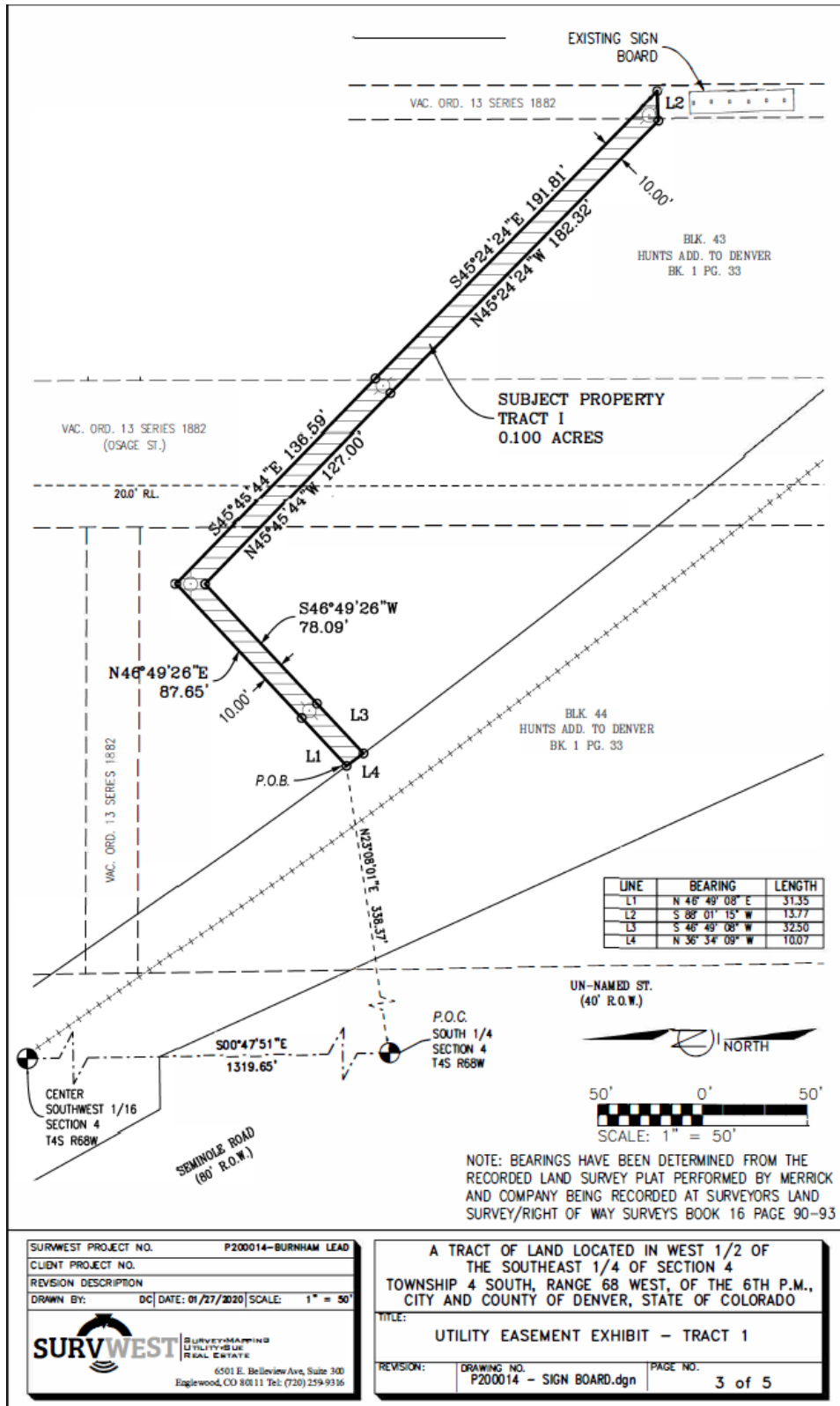
THENCE S 36° 32' 02" W, A DISTANCE OF 221.03 FEET;

THENCE S 15° 03' 16" E, A DISTANCE OF 125.06 FEET;

THENCE N 34° 51' 24" W, A DISTANCE OF 29.52 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

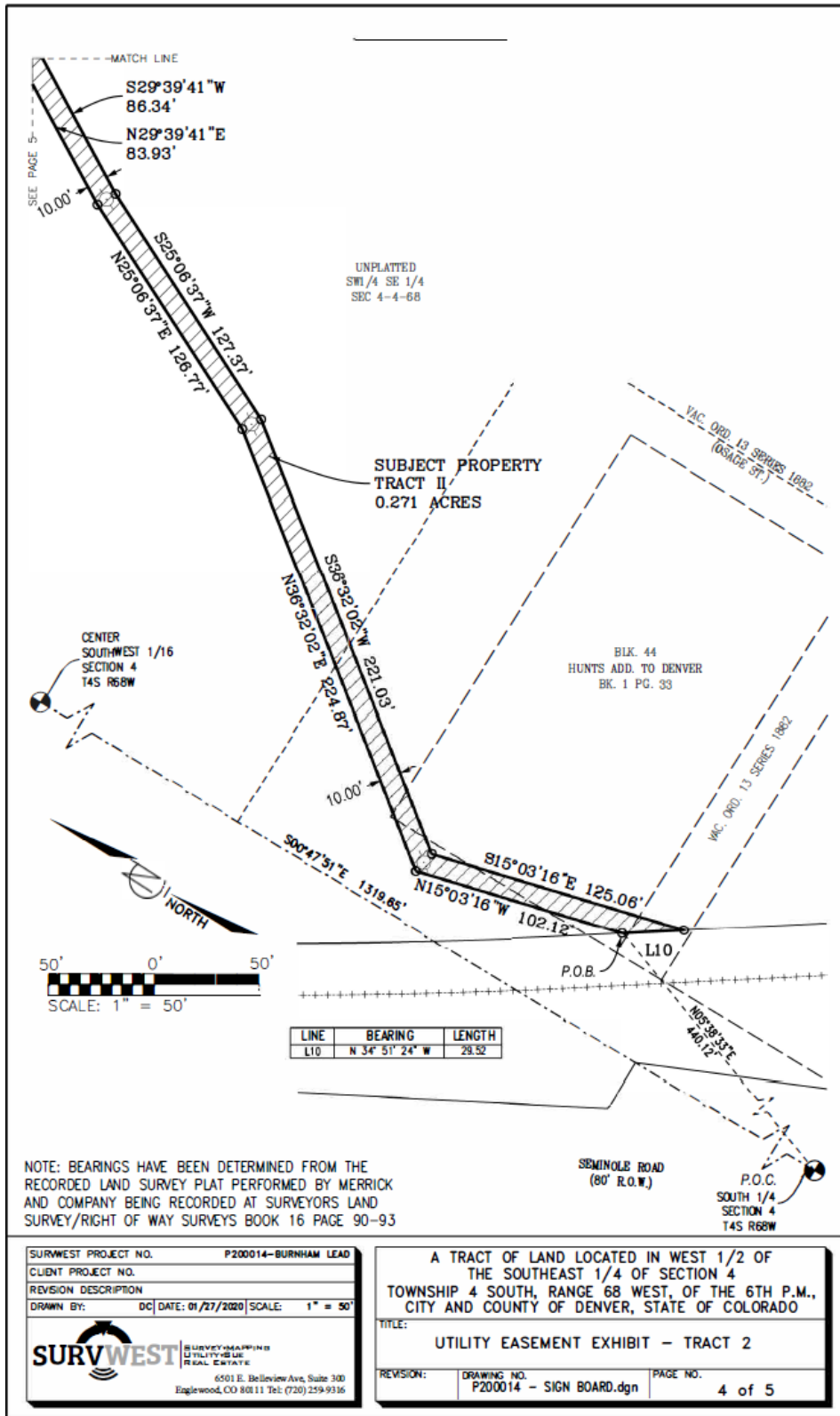
SAID DESCRIBED PARCEL CONTAINING 11,809 SQ.FT. / 0.271 ACRES, MORE OR LESS.

**Signboard Easement - Signboard Utilities (cont'd):**





**Signboard Easement - Signboard Utilities (cont'd):**



SURVWEST PROJECT NO. P200014-BURNHAM LEAD  
 CLIENT PROJECT NO.  
 REVISION DESCRIPTION  
 DRAWN BY: DC | DATE: 01/27/2020 | SCALE: 1" = 50'

**SURVWEST** SURVEY-MAPPING  
 UTILITY-AS-BUILT  
 REAL ESTATE

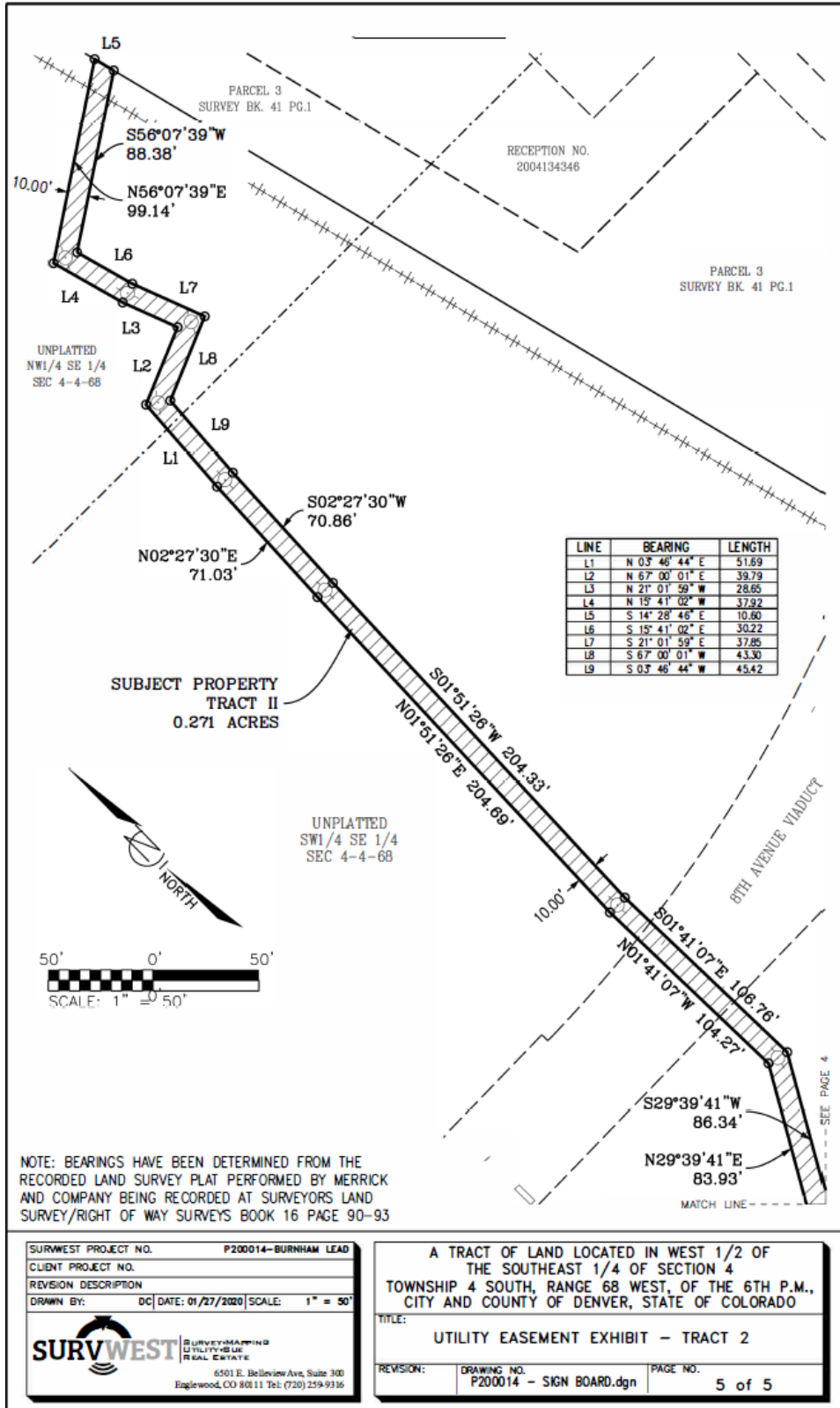
6501 E. Belleview Ave, Suite 300  
 Englewood, CO 80111 Tel: (720) 259-9336

A TRACT OF LAND LOCATED IN WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4 TOWNSHIP 4 SOUTH, RANGE 68 WEST, OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO

TITLE:  
UTILITY EASEMENT EXHIBIT - TRACT 2

REVISION: DRAWING NO. P200014 - SIGN BOARD.dgn PAGE NO. 4 of 5

**Signboard Easement - Signboard Utilities (cont'd):**



## EXHIBIT G

### FIBER OPTICS EASEMENT – LEGAL DESCRIPTION

A 1.200 ACRE TRACT OF LAND, BEING TEN (10) FEET WIDE AND SITUATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING FIVE FEET (5) ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 69 WEST. SAID LINE IS MONUMENTED ON THE SOUTH END AT THE CENTER-EAST ONE-SIXTENTH OF SAID SECTION 9 BY A FOUND 2.5" ALUMINUM CAP PLS 27269 IN A RANGE BOX AND ON THE NORTH END AT THE EAST ONE-SIXTENTH CORNER OF SAID SECTION 4 & 9 BY A 2" ALUMINUM CAP PLS 34986 IN A RANGE BOX. SAID LINE IS ASSUMED TO BEAR N 00° 25' 44" W. ALL BEARINGS BEING REPORTED ARE IN REFERENCE TO SAID LINE.

BEGINNING AT A POINT, FROM WHENCE THE EAST ONE-SIXTENTH CORNER OF SAID SECTIONS 4 & 9 BEARS N 04° 46' 41"E, A DISTANCE OF 993.47 FEET. FROM SAID EAST ONE-SIXTENTH CORNER OF SAID SECTIONS 4 & 9 THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 9 BEARS S 00° 25' 44" E, A DISTANCE OF 2633.56 FEET;

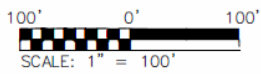
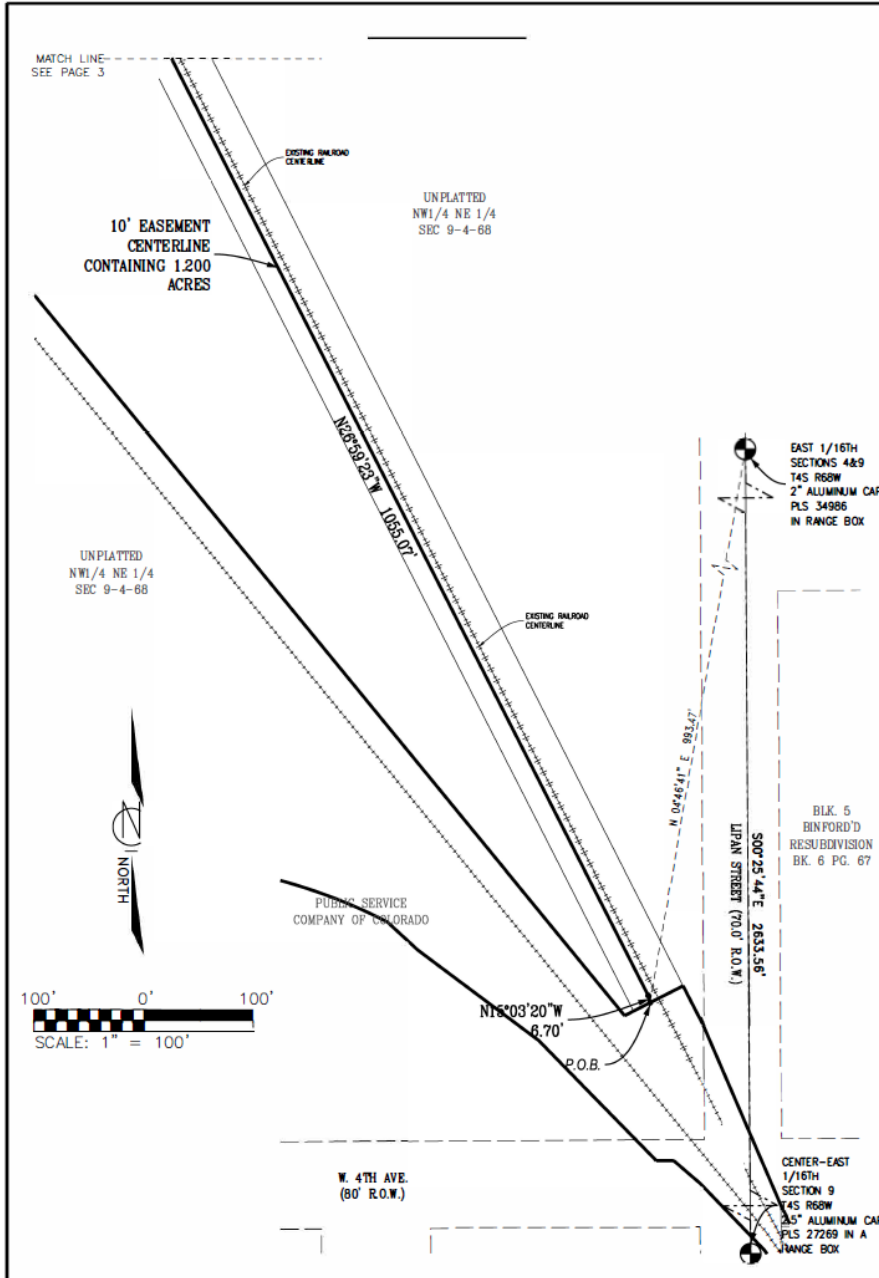
THENCE ALONG THE CENTERLINE OF AN EXISTING TELECOMMUNICATIONS LINE THE FOLLOWING TWENTY-FIVE (25) COURSES;

1. N 15° 03' 20" W, A DISTANCE OF 6.70 FEET;
2. N 26° 59' 23" W, A DISTANCE OF 1,055.07 FEET;
3. N 16° 46' 09" W, A DISTANCE OF 134.35 FEET;
4. N 22° 36' 15" W, A DISTANCE OF 71.76 FEET;
5. N 14° 53' 55" W, A DISTANCE OF 454.75 FEET;
6. N 14° 51' 00" W, A DISTANCE OF 198.96 FEET;
7. N 13° 57' 42" W, A DISTANCE OF 234.39 FEET;
8. N 14° 46' 18" W, A DISTANCE OF 173.50 FEET;
9. N 14° 27' 03" W, A DISTANCE OF 484.06 FEET;
10. N 15° 29' 53" W, A DISTANCE OF 199.91 FEET;
11. N 11° 20' 39" W, A DISTANCE OF 151.05 FEET;
12. N 16° 01' 43" W, A DISTANCE OF 154.72 FEET;
13. N 14° 20' 22" W, A DISTANCE OF 400.78 FEET;
14. N 10° 09' 22" W, A DISTANCE OF 131.67 FEET;
15. N 9° 00' 30" W, A DISTANCE OF 48.92 FEET;
16. N 04° 25' 00" W, A DISTANCE OF 181.10 FEET;
17. N 03° 20' 03" W, A DISTANCE OF 112.66 FEET;
18. N 02° 13' 54" W, A DISTANCE OF 118.48 FEET;
19. N 05° 52' 35" E, A DISTANCE OF 12.18 FEET;
20. N 13° 35' 45" W, A DISTANCE OF 7.61 FEET;
21. N 03° 15' 51" W, A DISTANCE OF 388.76 FEET;
22. N 02° 37' 28" W, A DISTANCE OF 161.73 FEET;
23. N 02° 59' 04" W, A DISTANCE OF 124.96 FEET;
24. N 03° 21' 12" W, A DISTANCE OF 153.61 FEET;
25. N 00° 32' 43" W, A DISTANCE OF 67.25 FEET TO THE POINT OF TERMINUS. SAID POINT OF TERMINUS BEING ON THE SOUTHERLY LINE OF WEST 13<sup>TH</sup> AVENUE. FROM SAID POINT OF TERMINUM THE NORTHWEST CORNER OF BLOCK "A", RESUBDIVISION BLOCK A & B HUNTS ADDITION TO DENVER, BEARS S 89°50'44" W, A DISTANCE OF 4.97 FEET AND THE POINT OF TERMINUS, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

NOTE: FROM THE POINT OF BEGINNING OF SAID EASEMENT, THE SIDE LINES ARE TO TERMINATE AT RIGHT ANGLES TO THE POINT OF BEGINNING. ON THE SOUTHERLY END OF SAID EASEMENT, THE SIDE LINES ARE TO TERMINATE AT THE SOUTHERLY LINE OF WEST 13<sup>TH</sup> AVENUE.

# EXHIBIT G

## FIBER OPTICS EASEMENT (CONT'D)

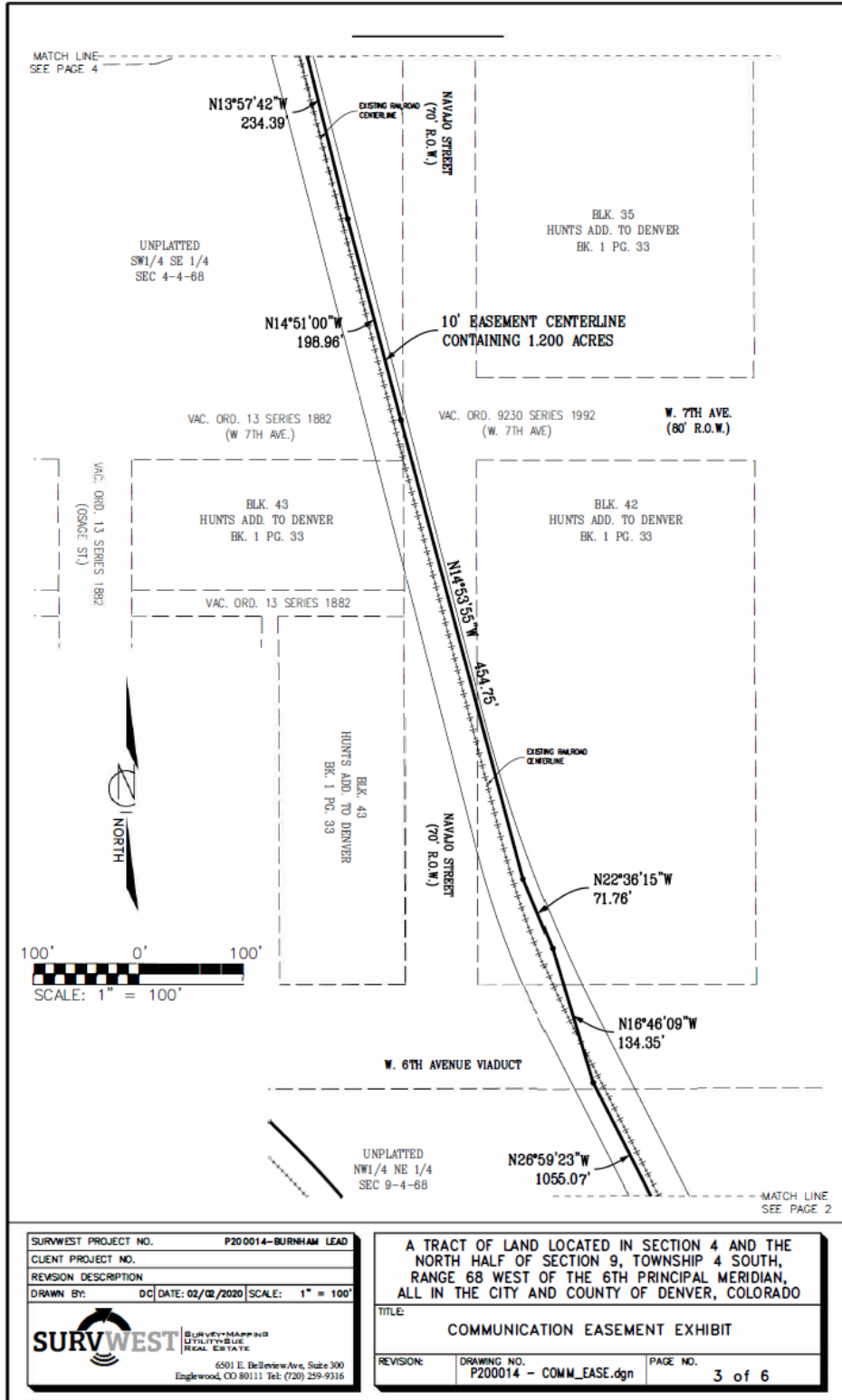


SURVSWEST PROJECT NO.	P200014-BURNHAM LEAD
CLIENT PROJECT NO.	
REVISION DESCRIPTION	
DRAWN BY: DC	DATE: 02/02/2020 SCALE: 1" = 100'
<small>SURVSWEST MAPPING UTILITY &amp; BLUE REAL ESTATE 6501 E. Bellvue Ave, Suite 300 Englewood, CO 80111 Tel: (720) 259-9316</small>	

A TRACT OF LAND LOCATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO		
TITLE: COMMUNICATION EASEMENT EXHIBIT		
REVISION:	DRAWING NO. P200014 - COMM_EASE.dgn	PAGE NO. 2 of 6

# EXHIBIT G

## FIBER OPTICS EASEMENT (CONT'D)



SURVWEST PROJECT NO.	P200014 - BURNHAM LEAD
CLIENT PROJECT NO.	
REVISION DESCRIPTION	
DRAWN BY:	DC   DATE: 02/02/2020   SCALE: 1" = 100'

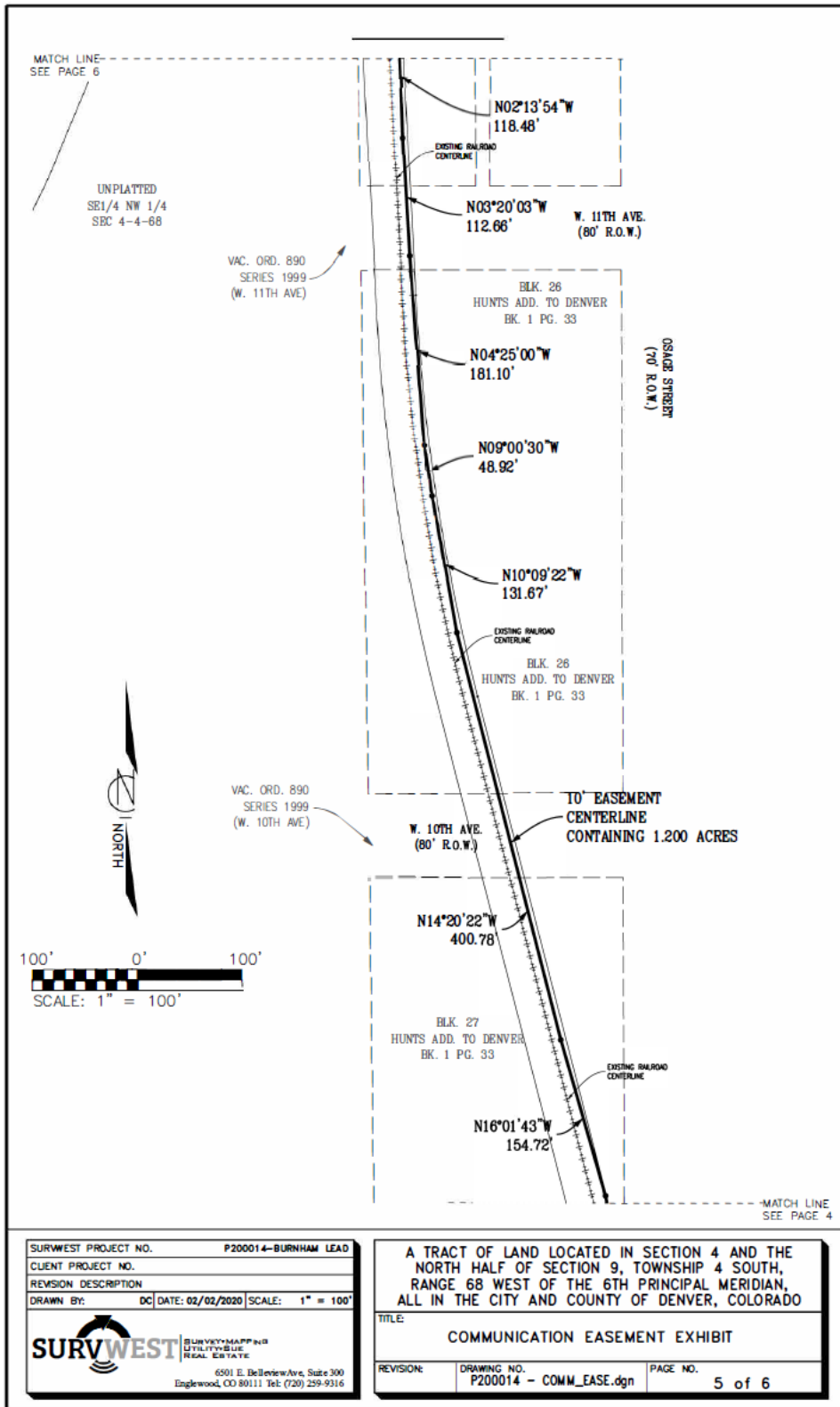
**SURVWEST** SURVEY-MAPPING  
MULTI-PURPOSE  
REAL ESTATE

6501 E. Bellview Ave, Suite 300  
Englewood, CO 80111 Tel: (720) 259-9316

A TRACT OF LAND LOCATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO		
TITLE: COMMUNICATION EASEMENT EXHIBIT		
REVISION:	DRAWING NO. P200014 - COMM_EASE.dgn	PAGE NO. 3 of 6

# EXHIBIT G

## FIBER OPTICS EASEMENT (CONT'D)



SURVSWEST PROJECT NO.	P200014-BURNHAM LEAD
CLIENT PROJECT NO.	
REVISION DESCRIPTION	
DRAWN BY: DC	DATE: 02/02/2020 SCALE: 1" = 100'

**SURVSWEST** SURVEY-MAPPERS  
 UTILITIES-BLUE  
 REAL ESTATE

6501 E. Bellview Ave, Suite 300  
 Englewood, CO 80111 Tel: (720) 259-9316

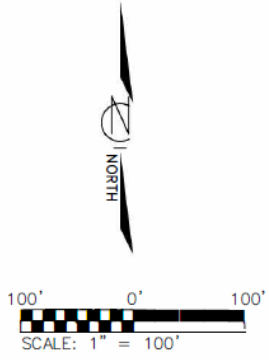
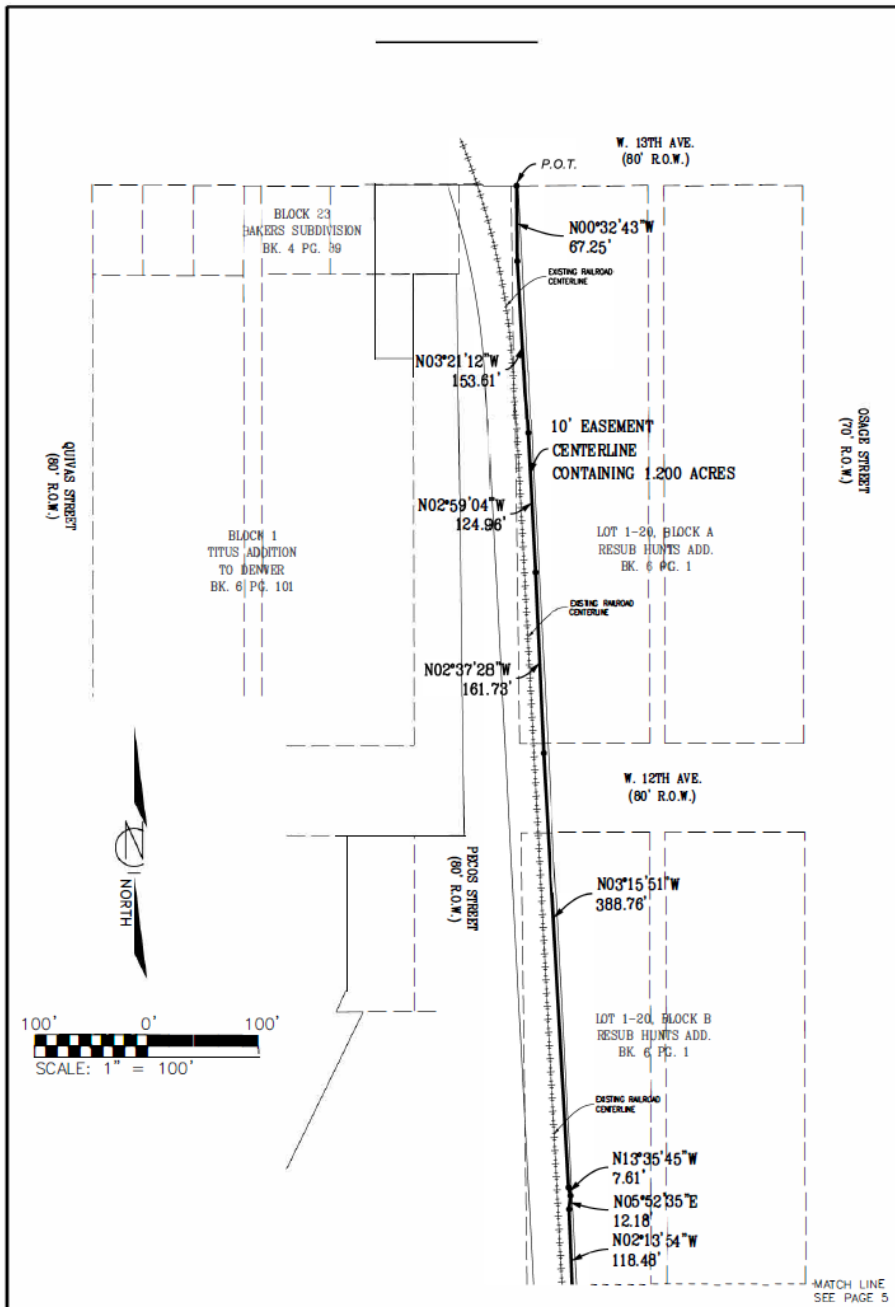
A TRACT OF LAND LOCATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO

TITLE:  
**COMMUNICATION EASEMENT EXHIBIT**

REVISION:	DRAWING NO. P200014 - COMM_EASE.dgn	PAGE NO. 5 of 6
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# EXHIBIT G

## FIBER OPTICS EASEMENT (CONT'D)



SURVWEST PROJECT NO.	P200014-BURNHAM LEAD
CLIENT PROJECT NO.	
REVISION DESCRIPTION	
DRAWN BY: DC	DATE: 02/02/2020 SCALE: 1" = 100'
SURVEY-MAPPING UTILITIES-BLUE REAL ESTATE 6501 E. Delaware Ave, Suite 300 Englewood, CO 80111 Tel: (720) 259-9316	

A TRACT OF LAND LOCATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO		
TITLE:		
COMMUNICATION EASEMENT EXHIBIT		
REVISION:	DRAWING NO. P200014 - COMM_EASE.dgn	PAGE NO. 6 of 6

MATCH LINE  
SEE PAGE 5

**EXHIBIT H**

**FORM OF QUITCLAIM DEED**

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Colorado High Performance Transportation Enterprise  
2829 W. Howard Place, Suite 562  
Denver, Colorado 80204

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*(Space Above For Recorder's Use Only)*

**QUITCLAIM DEED**

**UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE**, a government-owned business created as a division of the Colorado Department of Transportation, whose address is 2829 W. Howard Place, Suite 562, Denver, Colorado 80204 ("Grantee"), and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate ("Property") situated in Denver County, State of Colorado, as more particularly described in **Exhibit A**, attached hereto and made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, the following:

(a) All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the land, and in such manner as not to damage the surface of the land or to interfere with the use thereof by Grantee, its successors or assigns. It is expressly understood that the subjacent support of the Property may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the quitclaiming of the Property is upon the condition that Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

(b) An exclusive perpetual easement across, on, over, and upon that 50-foot wide area of the easterly portion of the Property, as more particularly described in **Exhibit B** (the "Railroad Easement"), in which Railroad Easement Grantor shall have the right to access, own, construct, reconstruct, maintain, operate, use, renew, reconstruct and remove existing and/or future railroad trackage, track appurtenances thereto and communication facilities (collectively, the "Easement Trackage"), together with the right of ingress and egress to the Railroad Easement for the purpose of exercising the rights herein reserved. Grantor hereby agrees to terminate the Railroad Easement by quitclaim deed at such time Grantee has caused the fully operational realignment of the consolidated main line ("CML"). Grantor shall have the right, but not the obligation, to remove the Easement Trackage upon the termination of the Railroad Easement.



(c) An exclusive perpetual easement across, on, over, and upon that portion of the Property as more particularly described in **Exhibit C** (the “Signal Equipment Easement”), in which Signal Equipment Easement Grantor shall have the right to access, own, construct, reconstruct, maintain, operate, use, renew, reconstruct and remove the existing and/or future signal box and appurtenances thereto (collectively, the “Signal Equipment”), together with the right of ingress and egress to the Signal Equipment Easement for the purpose of exercising the rights herein reserved. Grantor hereby agrees to terminate the Signal Equipment Easement by quitclaim deed at such time Grantee has caused the fully operational realignment of the CML. All Signal Equipment, whether currently existing or hereafter installed on the Signal Equipment Easement, shall remain the property of Grantor, and Grantor shall remove the Signal Equipment at its sole cost and expense upon the termination of the Signal Equipment Easement.

(d) An exclusive perpetual easement across, on, over, and upon those portions of the Property for a signboard, roadway access to the signboard, and utilities to the signboard, as more particularly described in **Exhibit D** (collectively, the “Signboard Easement”), in which Signboard Easement Grantor shall have the right to access, own, construct, reconstruct, maintain, operate, use, renew, reconstruct and remove the existing and/or future signboard and appurtenances thereto, including, without limitation, utilities serving the Signboard (the “Signboard”), together with the right of ingress and egress to the Signboard Easement for the purpose of exercising the rights herein reserved. Grantor hereby agrees to terminate the Signboard Easement by quitclaim deed upon the following: (a) prior to September 30, 2022, upon Grantee’s 90 days’ prior written request, in which event Grantor shall remove the Signboard and Grantee shall pay to Grantor all of Grantor’s applicable signboard agreement withdrawal fees and discounted revenues, not to exceed \$250,000; or (b) after September 30, 2022, upon Grantee’s 90 days’ prior written request, in which event Grantor shall remove the Signboard at Grantor’s sole cost and expense.

(e) An exclusive perpetual easement across, on, over, and upon that portion of the Property as more particularly described in **Exhibit E** (the “Fiber Optics Easement”), in which Fiber Optics Easement Grantor (and its lessees, sublessees, licensees, successors or assigns) shall have the right to access, own, construct, reconstruct, maintain, operate, use and/or remove existing and/or future communication systems, lines and facilities of every kind and nature, including, but not limited to, telephone, telegraph, television and fiber optic lines and related equipment (collectively, the “Fiber Optics Improvements”), together with the right of ingress and egress to the Fiber Optics Easement for the purpose of exercising the rights herein reserved. All Fiber Optics Improvements, whether currently existing or hereafter constructed on the Fiber Optics Easement, shall remain the property of Grantor (or its grantee), and Grantor shall be entitled to all revenues derived therefrom. No permanent building, structure or fence and no material or obstruction of any kind or character shall be stored or maintained on the Fiber Optics Easement that would obstruct or interfere with Grantor’s use and enjoyment of the Fiber Optics Easement without Grantor’s prior written consent. Buyer shall have the option to relocate the Fiber Optics Easement at its sole cost and expense provided that the area of relocation is reasonably acceptable to the holder of the Fiber Optics Easement and does not interfere with Seller’s other reserved easements or rights as set forth herein.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee, by the acceptance of this Quitclaim Deed, covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Grantee, its successors and assigns, may use the Property for transportation, industrial, office, open space and retail commercial business purposes only, and for no other purposes whatsoever. Without limitation of the foregoing, the Property shall not be used for any of the following purposes: (i) residential; (ii) lodgings or accommodations, including, without limitation, hotels, motels, boarding

houses, dormitories, hospitals, nursing homes, or retirement centers; or (iii) cultural, educational, recreational or child-care facilities, including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds and parks (collectively, the “Restricted Uses”).

(b) Grantor shall release the Restricted Use Covenants if Grantee remediates the Land to standards established by the State of Colorado (the “State”) for unrestricted use. Grantee, at its sole cost and expense, may remediate the Land to the extent required by the State to qualify for unrestricted use. Any such remediation must be performed in accordance with all applicable rules, regulations, ordinances, laws and other requirements of the State, and be sufficient to obtain from a regulatory agency of the State with jurisdiction a “No Further Action” determination, or comparable regulatory determination (“NFA”), that indicates the environmental condition of the Land meets the regulatory thresholds for unrestricted use. Grantee may request that Grantor release the Restricted Use Covenants by providing to Grantor the NFA and copies of Grantee’s supporting submission to the State. Upon satisfactory review by Grantor of the NFA and supporting submission, Grantor shall, within 60 days, execute and deliver to Grantee a release of the Restricted Use Covenants in recordable form. Grantee shall send its request for release, with supporting documentation, to: Union Pacific Railroad Company, Attn: Assistant Vice President-Real Estate (Folder 2891-27), 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179.

(c) Grantor shall release the Restricted Use Covenants with respect to any portion of the Land if Grantee remediates such portion of the Land to standards established by the State for unrestricted use. Grantee, at no cost and expense to Grantor, may remediate such portion of the Land to the extent required by the State to qualify for unrestricted use. Any such remediation must be performed in accordance with all applicable rules, regulations, ordinances, laws and other requirements of the State, and be sufficient to obtain an NFA that indicates the environmental condition of such portion of the Land meets the regulatory thresholds for unrestricted use. Grantee may request that Grantor release the Restricted Use Covenants for such portion of the Land by providing to Seller a legal description of such portion of the Land, the NFA, and copies of Grantee’s supporting submission to the State with respect to such portion of the Land. Upon satisfactory review by Grantor of the NFA and supporting submission, Grantor shall, within 60 days, execute and deliver to Grantee a release of the Restricted Use Covenants in recordable form for such portion of the Land. Grantee shall send its request for release, with supporting documentation, to: Union Pacific Railroad Company, Attn: Assistant Vice President-Real Estate (Folder 2891-27), 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179.

(d) Notwithstanding any other provision of this Quitclaim Deed, Grantee may request that Grantor release Grantee may request that Grantor release the Restricted Use Covenants for all or any portion of the Land by submitting for Grantor’s review a determination by the State that no remediation is required for all or such portion of the Land, with all accompanying environmental assessments and other analytical data. Provided the State has determined no remediation is required for unrestricted use, and further provided Grantor is satisfied the supporting documentation is consistent with the State’s determination, Grantor shall execute and deliver to Grantee a release of the Restricted Use Covenants in recordable form, as set forth in (b) immediately above.

(e) Grantee may inquire to the address noted in (b) above for Grantor’s written confirmation of allowed uses under the Restricted Use Covenants, and may provide Grantor a recordable document with the clarification requested by Grantee. Within 20 days after receiving such request, Grantor shall execute such recordable document, detail the specific changes required to execute such a document, or deny such request if the intended use is restricted under the terms of the Restricted Use Covenants.

### **General Grantee Covenants:**

By acceptance of the Deed, Grantee hereby covenants for itself, its successors and assigns, faithfully to keep, observe and perform the following obligations (the "Post-Closing Covenants"):

(a) Within 90 days after acceptance of the Deed, Grantee, at its sole cost and expense, shall install and thereafter maintain a 6' fence along the western and southern Property boundaries and along the western boundary of the Railroad Easement, with a gate installed in such location as to permit Grantor to access the Signboard Easement by vehicle. The fence and gate must comply with applicable code and be of a design and type satisfactory to Grantor. Grantee shall submit plans for the fence and gate installation for Grantor's review and approval to: Union Pacific Railroad Company, Attn: Assistant Vice President – Real Estate (Folder No. 2891-27), 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179. Grantor shall review such plans within 20 days after receipt and shall not unreasonably withhold its approval. Grantor's approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence and gate as installed will be structurally sound.

(b) If, after acceptance of the Deed, Grantee sells any portion of the Property to an unrelated third party, Grantee, at its sole cost and expense, shall install and thereafter maintain permanent 8' tensile fencing or other barrier (the "Permanent Fencing") along the western and southern property lines, and along the westerly boundary of the Railroad Easement, to prevent access to or encroachment on Grantor's property and operations on the Railroad Easement. The Permanent Fencing must comply with applicable building codes and be of a design and type satisfactory to Grantor. Grantee shall submit plans for the barrier installation for Seller's review and approval to: Union Pacific Railroad Company, Attn: Assistant Vice President – Real Estate (Folder No. 2891-27), 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179. Grantor shall review such plans within 20 days after receipt and shall not unreasonably withhold its approval. Grantor's approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the barrier as installed will be structurally sound.

(c) If, after acceptance of the Deed, Grantee sells to one or more third parties any portion of the Property, Grantee shall pay to Grantor a portion of the cumulative gross sale proceeds from such sale(s) pursuant to the terms and conditions of Grantor's sale of the Property to Grantee. This provision shall apply only to sales by Grantee to one or more third parties and shall not apply to subsequent sales of all or any portion of the Property by such third party(ies) to subsequent bona fide purchasers.

The foregoing and following covenants, conditions and restrictions shall run with the Property, the burden of which will be binding on the successors and assigns of Grantee, and the benefit of which will inure to the successors and assigns of Grantor. A breach of the foregoing and following covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

### **Grantee Environmental Covenants:**

(a) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and industrial purposes, among other uses. Grantee acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on

the condition that Grantee would make an independent verification of the accuracy of the information. Except as specifically made by Grantor, Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, except as specifically made by Grantor, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(b) Release. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH GRANTEE NOW HAS OR WHICH GRANTEE MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT (COLLECTIVELY, "CLAIMS"). THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. The foregoing is not intended to and does not release Grantor from liability for any Claims arising as a result of acts or omissions by Grantor, its affiliates or agents related to the use by Grantor, its affiliates or agents of Grantor's reserved easements on the Property after the delivery of this Quitclaim Deed.

(c) General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after the date of delivery of this Quitclaim Deed, Grantee, at no cost to Grantor, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Grantee's use of the Property, except to the extent arising out of the acts or omissions of Grantor, its affiliates or agents after the date of delivery of this Quitclaim Deed.

*(Remainder of page intentionally left blank.)*

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officers the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Attest:**

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Printed Name: Chris D. Goble  
Title: Assistant Vice President – Real Estate

**STATE OF NEBRASKA     )**  
**) ss.**  
**COUNTY OF DOUGLAS    )**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by Chris D. Goble and \_\_\_\_\_, Assistant Vice President – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**COLORADO HIGH PERFORMANCE  
TRANSPORTATION ENTERPRISE,**  
a government-owned business created as a  
division of the Colorado Department of  
Transportation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF COLORADO**                    )  
  ) **ss.**  
**CITY AND COUNTY OF DENVER**    )

This instrument was acknowledged before me on \_\_\_\_\_, 202\_, by  
\_\_\_\_\_, \_\_\_\_\_ of COLORADO HIGH  
PERFORMANCE TRANSPORTATION ENTERPRISE, a government-owned business created as a  
division of the Colorado Department of Transportation, on behalf of the entity.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

**EXHIBIT A**  
**TO FORM OF DEED**

**LEGAL DESCRIPTION OF THE PROPERTY**

A 58.528 ACRE PARCEL OF LAND LOCATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 9

THENCE NORTH 00° 25' 44" WEST, ALONG THE SIXTEENTH SECTION LINE TO THE EAST SIXTEENTH CORNER COMMON TO SAID SECTIONS 4 AND 9, A DISTANCE OF 1669.66 FEET;

THENCE SOUTH 89° 34' 16" WEST, AT RIGHT ANGLES TO THE PREVIOUS COURSE, A DISTANCE OF 59.91 FEET TO THE POINT OF BEGINNING:

THENCE OVER AND ACROSS THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, THE FOLLOWING EIGHTEEN (18) COURSES:

- 1) SOUTH 63° 01' 46" WEST, A DISTANCE OF 60.14 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 1993178418 OF THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER;
- 2) NORTH 39° 17' 57" WEST, A DISTANCE OF 58.48 FEET;
- 3) NORTH 39° 20' 17" WEST, A DISTANCE OF 399.57 FEET;
- 4) NORTH 39° 22' 20" WEST, A DISTANCE OF 398.14 FEET;
- 5) NORTH 39° 27' 06" WEST, A DISTANCE OF 199.49 FEET TO THE POINT OF A CIRCULAR CURVE;
- 6) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07° 29' 43", A RADIUS OF 950.11 FEET, A CHORD WHICH BEARS NORTH 42° 26' 10" WEST, A DISTANCE OF 124.20 FEET AND AN ARC DISTANCE OF 124.29 FEET TO A POINT OF COMPOUND CURVE;
- 7) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01° 54' 19", A RADIUS OF 885.91 FEET, A CHORD WHICH BEARS NORTH 45° 40' 32" WEST, A DISTANCE OF 29.46 FEET AND AN ARC DISTANCE OF 29.46 FEET;
- 8) NORTH 05° 31' 15" EAST, A DISTANCE OF 26.23 FEET;
- 9) NORTH 40° 21' 00" WEST, A DISTANCE OF 139.10 FEET;
- 10) NORTH 84° 28' 45" WEST, A DISTANCE OF 28.28 FEET;
- 11) NORTH 39° 28' 45" WEST, A DISTANCE OF 28.53 FEET, TO THE POINT OF A CIRCULAR CURVE;
- 12) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 24' 00", A RADIUS OF 5442.08 FEET, A CHORD WHICH BEARS NORTH 38° 19' 57" WEST, A DISTANCE OF 227.94 FEET AND AN ARC LENGTH OF 227.96 FEET TO A POINT OF COMPOUND CURVE;

13) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03° 01' 46", A RADIUS OF 2947.45 FEET, A CHORD WHICH BEARS NORTH 35° 58' 17" WEST, A DISTANCE OF 155.83 FEET AND AN ARC LENGTH OF 155.85 FEET;

14) NORTH 34° 51' 24" WEST, A DISTANCE OF 82.26 FEET TO THE POINT OF A CIRCULAR CURVE;

15) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 33' 54", A RADIUS OF 2744.97 FEET, A CHORD WHICH BEARS NORTH 33° 24' 31" WEST, A DISTANCE OF 122.88 FEET AND AN ARC LENGTH OF 122.89 FEET TO A POINT OF COMPOUND CURVATURE;

16) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01° 36' 18", A RADIUS OF 5592.30 FEET, A CHORD WHICH BEARS NORTH 31° 43' 10" WEST, A DISTANCE OF 156.64 FEET AND AN ARC LENGTH OF 156.64 FEET TO A POINT OF COMPOUND CURVATURE;

17) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 00' 36", A RADIUS OF 3863.36 FEET, A CHORD WHICH BEARS NORTH 29° 48' 48" WEST, A DISTANCE OF 135.52 FEET AND AN ARC LENGTH OF 135.52 FEET;

18) NORTH 28° 52' 32" WEST, A DISTANCE OF 139.63 FEET TO A POINT ON THE SOUTHERLY LINE OF A PARCEL DESCRIBED IN THE SUPPLEMENTAL AGREEMENT FOR RECONSTRUCTION OF THE EIGHTH AVENUE GRADE SEPARATION FILED UNDER CONTRACT NO. 15355 AND AUDIT NO. 24237 IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO AND ALSO BEING THE POINT OF A NON-TANGENT CIRCULAR CURVE;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL AND BEING ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05° 29' 25", A RADIUS OF 846.10 FEET, A CHORD WHICH BEARS NORTH 78° 39' 29" WEST, A DISTANCE OF 81.05 FEET AND AN ARC DISTANCE OF 81.08 FEET;

THENCE NORTH 29° 01' 08" WEST ALONG THE SOUTHWESTERLY DEED LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 4738 AT PAGE 290, RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO, A DISTANCE OF 72.54 FEET;

THENCE ALONG THE EASTERLY DEED LINE OF A PARCEL OF LAND OWNED BY THE DENVER WATER DEPARTMENT THE FOLLOWING THREE (3) COURSES:

1) NORTH 50° 03' 16" WEST, A DISTANCE OF 286.20 FEET;

2) NORTH 00° 48' 17" WEST, A DISTANCE OF 114.52 FEET;

3) SOUTH 89° 41' 13" WEST ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 25.65 FEET;

THENCE NORTH 00° 38' 28" WEST ALONG THE EASTERLY DEED LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 1148 AT PAGE 181, RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO, A DISTANCE OF 1,319.79 FEET;

THENCE NORTH 89° 42' 09" EAST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 157.50 FEET;

THENCE OVER AND ACROSS SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THE FOLLOWING FOUR (4) COURSES:



1) NORTH 27° 56' 56" EAST, A DISTANCE OF 142.54 FEET;

2) NORTH 25° 39' 16" EAST, A DISTANCE OF 224.61 FEET;

3) NORTH 22° 38' 40" EAST, A DISTANCE OF 187.03 FEET

4) NORTH 25° 59' 56" EAST, A DISTANCE OF 177.99 FEET, TO A POINT ON THE SOUTHERLY LINE OF TITUS ADDITION TO DENVER;

THENCE SOUTH 89° 40' 38" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 24.21 FEET TO A FOUND #5 REBAR WITH 1-1/2" PLASTIC CAP PLS 27011;

THENCE NORTH 24° 21' 01" EAST ALONG THE SOUTHEASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED BETWEEN THE DENVER AND RIO GRANDE WESTERN RAILROAD AND OSCAR S. FEDDE, RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO, A DISTANCE OF 22.15 FEET;

THENCE NORTH 00° 06' 18" WEST ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF LOTS 19-22, INCLUSIVE, BLOCK 8, TITUS ADDITION TO DENVER A DISTANCE OF 137.41 FEET TO A POINT, WHENCE THE NORTHWEST CORNER OF LOT 22, SAID BLOCK 8, BEARS SOUTH 89° 31' 54" WEST A DISTANCE OF 74.02 FEET;

THENCE NORTH 89° 51' 54" EAST ALONG THE NORTHERLY LINE OF SAID BLOCK 8, TITUS ADDITION TO DENVER AND PROLONGATION THEREOF A DISTANCE OF 105.75 FEET;

THENCE NORTH 00° 47' 51" WEST ALONG A LINE 25.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4, SAID EASTERLY LINE BEING THE CENTERLINE OF THE ORIGINAL MAIN TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD A DISTANCE OF 502.09 FEET

THENCE SOUTH 89° 40' 42" WEST ALONG THE NORTHERLY LINE SAID TITUS ADDITION TO DENVER A DISTANCE OF 38.71 FEET;

THENCE SOUTH 00° 06' 18" EAST ALONG THE EASTERLY LINE OF BLOCK 1, SAID TITUS ADDITION TO DENVER A DISTANCE OF 75.52 FEET;

THENCE SOUTH 89° 43' 48" WEST ALONG A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF LOT 19, SAID BLOCK 1, TITUS ADDITION TO DENVER A DISTANCE OF 34.50 FEET;

THENCE NORTH 00° 06' 18" WEST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF LOT 2, BLOCK 23, BAKER'S SUBDIVISION A DISTANCE OF 155.34 FEET;

THENCE NORTH 89° 46' 42" EAST ALONG THE NORTHERLY LINE OF BLOCK 23, BAKER'S SUBDIVISION ALSO BEING THE SOUTHERLY LINE OF WEST 13TH AVENUE A DISTANCE OF 97.28 FEET;

THENCE SOUTH 00° 47' 29" EAST ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 1.06 FEET;

THENCE NORTH 89° 50' 44" EAST ALONG THE NORTHERLY LINE OF BLOCK A, RE-SUBDIVISION OF BLOCKS A AND B HUNT'S ADDITION TO DENVER ALSO BEING SAID SOUTHERLY LINE OF WEST 13TH AVENUE A DISTANCE OF 31.25 FEET;

THENCE ALONG THE CENTERLINE OF THE FORMER SOUTH BOUND MAIN TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY THE FOLLOWING NINE (9) COURSES:

1) SOUTH 03° 00' 09" EAST A DISTANCE OF 1,161.79 FEET TO THE SOUTHERLY LINE OF WEST 11TH AVENUE ALSO BEING THE NORTHERLY LINE OF BLOCK 26, HUNT'S ADDITION TO DENVER, WHENCE THE NORTHEAST CORNER OF SAID BLOCK 26 BEARS NORTH 89°51' 36" EAST A DISTANCE OF 197.72 FEET;

2) CONTINUING SOUTH 03°00' 09" EAST, A DISTANCE OF 22.82 FEET, TO THE POINT OF A CIRCULAR CURVE;

3) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 28' 36", A RADIUS OF 1931.53 FEET, A CHORD BEARING SOUTH 08°44' 28" EAST A DISTANCE OF 386.25 FEET, AND AN ARC DISTANCE OF 386.90 FEET;

4) THENCE SOUTH 14° 28' 46" EAST TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 180.14 FEET TO THE SOUTHERLY LINE OF WEST 10TH AVENUE ALSO BEING THE NORTHERLY LINE OF BLOCK 27, HUNT'S ADDITION TO DENVER, WHENCE THE NORTHEAST CORNER OF SAID BLOCK 27 BEARS NORTH 89° 52' 02" EAST A DISTANCE OF 73.35 FEET;

5) CONTINUING SOUTH 14° 28' 46" EAST, A DISTANCE OF 2,049.07 FEET TO THE POINT OF A CIRCULAR CURVE;

6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 10' 23", A RADIUS OF 1,397.76 FEET, A CHORD BEARING SOUTH 20° 03' 57" EAST A DISTANCE OF 272.14 FEET, AND AN ARC DISTANCE OF 272.57 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 42, HUNT'S ADDITION TO DENVER ALSO BEING THE NORTHERLY LINE OF WEST 6TH AVENUE, WHENCE THE SOUTHEAST CORNER OF SAID BLOCK 42 BEARS NORTH 89° 51' 22" EAST A DISTANCE OF 167.26 FEET;

7) ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE 01° 19' 05", A RADIUS OF 1,397.76 FEET, A CHORD BEARING SOUTH 26° 18' 41" EAST, A DISTANCE OF 32.16 FEET AND AN ARC DISTANCE OF 32.16 FEET;

8) SOUTH 26° 58' 14" EAST, A DISTANCE OF 27.37 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 4, WHENCE SAID SOUTH QUARTER CORNER OF SECTION 4 BEARS SOUTH 89° 40' 48" WEST A DISTANCE OF 773.28 FEET;

9) CONTINUING SOUTH 26° 58' 14" EAST, A DISTANCE OF 1,090.18 FEET MORE OR LESS TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 58.528 ACRES / 2,549,485 SQ. FEET, MORE OR LESS.

BASIS OF BEARINGS STATEMENT:

BEARINGS ARE BASED ON THE LINE BETWEEN THE EAST SIXTEENTH CORNER BETWEEN SECTIONS 4 AND 9 AND THE CENTER-EAST SIXTEENTH CORNER OF SECTION 9 AS BEING SOUTH 00° 25' 44" EAST. THE EAST SIXTEENTH CORNER BETWEEN SECTIONS 4 & 9 IS A 3¼ INCH ALUMINUM CAP IN A RANGE BOX STAMPED PLS 34986 AND THE CENTER-EAST SIXTEENTH CORNER OF SECTION 9 IS A 2½ INCH ALUMINUM CAP IN A RANGE BOX STAMPED PLS 27269.

AUTHORED BY GARY D. GABLE, PLS 24662

APRIL 28, 2021-

**EXHIBIT B**  
**TO FORM OF DEED**

**LEGAL DESCRIPTION OF THE RAILROAD EASEMENT AREA**

AN 5.048 ACRE PARCEL OF LAND LOCATED IN THE SOUTH ONE-HALF OF SECTION 4 AND THE NORTH ONE-HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE LINE BETWEEN THE EAST SIXTEENTH CORNER BETWEEN SECTIONS 4 AND 9 AND THE CENTER-EAST SIXTEENTH CORNER OF SECTION 9 AS BEING SOUTH 00° 25' 44" EAST, A DISTANCE OF 2633.56 FEET. THE EAST SIXTEENTH CORNER BETWEEN SECTIONS 4 & 9 IS A 3/4 INCH ALUMINUM CAP IN A RANGE BOX STAMPED PLS 34986 AND THE CENTER-EAST SIXTEENTH CORNER OF SECTION 9 IS A 2 1/2 INCH ALUMINUM CAP IN A RANGE BOX STAMPED PLS 27269.

COMMENCING AT THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 9

THENCE NORTH 00° 25' 44" WEST, ALONG THE SIXTEENTH SECTION LINE TO THE EAST SIXTEENTH CORNER COMMON TO SAID SECTIONS 4 AND 9, A DISTANCE OF 1669.66 FEET;

THENCE SOUTH 89° 34' 16" WEST, AT RIGHT ANGLES TO THE PREVIOUS COURSE, A DISTANCE OF 59.91 FEET TO THE POINT OF BEGINNING:

THENCE S 63° 01' 46" W, A DISTANCE OF 50.95 FEET;

THENCE ALONG A LINE 25.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE MAIN TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD THE FOLLOWING SEVEN (7) COURSES:

1) N 26° 56' 12" W, A DISTANCE OF 124.93 FEET;

2) N 27° 00' 13" W, A DISTANCE OF 992.08 FEET TO THE POINT OF A CIRCULAR CURVE;

3) 196.52 FEET, ALONG THE ARC OF SAID TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 12° 30' 39", AND A CHORD WHICH BEARS N 20° 44' 53" W, A DISTANCE OF 196.13 FEET;

4) N 14° 29' 34" W, A DISTANCE OF 2346.55 FEET TO THE POINT OF A CIRCULAR CURVE;

5) 390.13 FEET, ALONG THE ARC OF SAID TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 11° 27' 47", AND A CHORD WHICH BEARS N 08° 45' 40" W, A DISTANCE OF 389.48 FEET;

6) N 03° 01' 46" W, A DISTANCE OF 1019.06 FEET TO THE POINT OF A NON-TANGENT CIRCULAR CURVE;

7) 178.23 FEET, ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 635.00 FEET, A CENTRAL ANGLE OF 16° 04' 52", AND A CHORD WHICH BEARS N 10° 57' 28" W, A DISTANCE OF 177.64 FEET, TO A POINT ON THE NORTHERLY LINE OF BLOCK 23, BAKER'S SUBDIVISION;

THENCE N 89° 46' 42" E ALONG SAID NORTHERLY LINE OF BLOCK 23, ALSO BEING THE SOUTHERLY LINE OF WEST 13TH AVENUE A DISTANCE OF 32.24 FEET;

THENCE S 00° 47' 29" E ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4 A DISTANCE OF 1.06 FEET, WHENCE THE CENTER-NORTH ONE SIXTEENTH CORNER OF SECTION 4 BEARS S 00° 48' 38" E, A DISTANCE OF 76.52 FEET;

THENCE N 89° 50' 44" E ALONG THE NORTHERLY LINE OF BLOCK A, RESUBDIVISION OF BLOCKS A AND B HUNT'S ADDITION TO DENVER ALSO BEING SAID SOUTHERLY LINE OF WEST 13TH AVENUE A DISTANCE OF 31.28 FEET;

THENCE ALONG THE CENTERLINE OF THE NORTHBOUND MAIN TRACK OF THE DENVER REGIONAL TRANSPORTATION DISTRICT LIGHT RAIL LINE THE FOLLOWING SEVEN ( 7 ) COURSES:

1) S 03° 00' 09" E, A DISTANCE OF 1184.61 FEET TO THE POINT OF A CIRCULAR CURVE;

2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 28' 36", A RADIUS OF 1931.53 FEET, A CHORD BEARING S 08° 44' 28" E A DISTANCE OF 386.25 FEET, AND AN ARC DISTANCE OF 386.90 FEET;

3) S 14° 28' 46" E, A DISTANCE OF 2229.21 FEET TO THE POINT OF A CIRCULAR CURVE;

4) ALONG THE ARC OF A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 11° 10' 23", A RADIUS OF 1397.76 FEET, A CHORD BEARING S 20° 03' 57" E A DISTANCE OF 272.14 FEET, AND AN ARC DISTANCE OF 272.57 FEET TO THE SOUTHERLY LINE OF BLOCK 42, HUNT'S ADDITION TO DENVER ALSO BEING THE NORTHERLY LINE OF WEST 6TH AVENUE, WHENCE SOUTHEAST CORNER OF SAID BLOCK 42 BEARS N 89° 51' 22" E A DISTANCE OF 167.26 FEET;

5) ALONG A COMPOUND CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE 01° 19' 05", A RADIUS OF 1397.76, A CHORD BEARING S 26° 18' 41" E, A DISTANCE OF 32.15 FEET AND AN ARC DISTANCE OF 32.16 FEET;

6) S 26° 58' 14" E, A DISTANCE OF 27.37 FEET TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 4, WHENCE SAID SOUTH QUARTER CORNER OF SECTION 4 BEARS S 89° 40' 48" W A DISTANCE OF 773.28 FEET;

7) CONTINUING S 26° 58' 14" E, A DISTANCE OF 1090.18 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED PARCEL CONTAINING 219,890 SQ.FT. / 5.048 ACRES, MORE OR LESS.

**EXHIBIT C**  
**TO FORM OF DEED**

**LEGAL DESCRIPTION OF THE SIGNAL EQUIPMENT EASEMENT**

A 0.026 ACRE TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 69 WEST. SAID LINE IS ASSUMED TO BEAR N 00° 47' 29" W. ALL BEARINGS BEING REPORTED ARE IN REFERENCE TO SAID LINE. BEARINGS HAVE BEEN DETERMINED FROM THE RECORDED LAND SURVEY PLAT PERFORMED BY MERRICK AND COMPANY BEING RECORDED AT SURVEYORS LAND SURVEY/RIGHT OF WAY SURVEYS BOOK 16 PAGE 90-93.

COMMENCING AT THE CENTER-NORTH ONE SIXTEENTH CORNER OF SAID SECTION 4, THENCE N 17° 18' 24" W, A DISTANCE OF 48.78 FEET TO THE POINT OF BEGINNING;

THENCE S 89° 46' 42" W, A DISTANCE OF 36.50 FEET;

THENCE N 00° 13' 18" W, A DISTANCE OF 30.95 FEET TO A POINT ON THE NORTHERLY LINE OF BLOCK 23, BAKER'S SUBDIVISION ALSO BEING THE SOUTHERLY LINE OF WEST 13TH AVENUE;

THENCE N 89° 46' 42" E, ALONG THE SAID SOUTHERLY LINE OF WEST 13<sup>TH</sup> STREET, A DISTANCE OF 36.50 FEET;

THENCE S 00° 13' 18" E, A DISTANCE OF 30.95 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINING 1,130 SQ.FT. / 0.026 ACRES, MORE OR LESS.

**EXHIBIT D**  
**TO FORM OF DEED**

**LEGAL DESCRIPTION OF THE SIGNBOARD EASEMENT AREA**

**Signboard:**

A 0.074 ACRE TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 69 WEST. SAID LINE IS ASSUMED TO BEAR S 00° 47' 51" E. ALL BEARINGS BEING REPORTED ARE IN REFERENCE TO SAID LINE. BEARINGS HAVE BEEN DETERMINED FROM THE RECORDED LAND SURVEY PLAT PERFORMED BY MERRICK AND COMPANY BEING RECORDED AT SURVEYORS LAND SURVEY/RIGHT OF WAY SURVEYS BOOK 16 PAGE 90-93.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4;

THENCE N 79° 14' 30" E, A DISTANCE OF 438.27 FEET TO THE POINT OF BEGINNING;

THENCE N 01° 48' 41" W, A DISTANCE OF 79.95 FEET;

THENCE N 88° 01' 15" E, A DISTANCE OF 40.25 FEET;

THENCE S 01° 48' 41" E, A DISTANCE OF 79.95 FEET;

THENCE S 88° 01' 15" W, A DISTANCE OF 40.25 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINING 3,218 SQ.FT. / 0.074 ACRES, MORE OR LESS.

**EXHIBIT D**  
**TO FORM OF DEED**  
**LEGAL DESCRIPTION OF THE SIGNBOARD EASEMENT AREA (CONT'D)**

**Signboard Access Roadway:**

A 0.159 ACRE TRACT OF LAND, BEING TWELVE (12) FEET WIDE AND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 69 WEST. SAID LINE IS ASSUMED TO BEAR S 00° 47' 51" E. ALL BEARINGS BEING REPORTED ARE IN REFERENCE TO SAID LINE. BEARINGS HAVE BEEN DETERMINED FROM THE RECORDED LAND SURVEY PLAT PERFORMED BY MERRICK AND COMPANY BEING RECORDED AT SURVEYORS LAND SURVEY/RIGHT OF WAY SURVEYS BOOK 16 PAGE 90-93.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE N 05° 00' 28" E, A DISTANCE OF 445.93 FEET TO THE POINT OF BEGINNING;

THENCE N 47° 48' 26" E, A DISTANCE OF 42.08 FEET TO THE POINT OF A CIRCULAR CURVE;

THENCE 96.91 FEET, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 99° 09' 19", AND A CHORD WHICH BEARS S 82° 36' 55" E, A DISTANCE OF 85.26 FEET;

THENCE S 33° 02' 15" E, A DISTANCE OF 92.52 FEET;

THENCE S 32° 08' 46" E, A DISTANCE OF 43.61 FEET;

THENCE S 40° 59' 45" E, A DISTANCE OF 162.26 FEET;

THENCE S 36° 48' 48" E, A DISTANCE OF 119.59 FEET;

THENCE N 88° 54' 09" E, A DISTANCE OF 22.67 FEET;

THENCE S 01° 48' 41" E, A DISTANCE OF 12.01 FEET;

THENCE S 88° 41' 59" W, A DISTANCE OF 28.90 FEET;

THENCE N 36° 48' 48" W, A DISTANCE OF 125.43 FEET;

THENCE N 40° 59' 45" W, A DISTANCE OF 162.75 FEET;

THENCE N 32° 08' 46" W, A DISTANCE OF 44.45 FEET;

THENCE N 33° 02' 15" W, A DISTANCE OF 92.42 FEET TO THE POINT OF A CIRCULAR CURVE;

THENCE 76.15 FEET, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 99° 09' 19", AND A CHORD WHICH BEARS N 82° 36' 55" W, A DISTANCE OF 66.99 FEET;

THENCE S 47° 48' 26" W, A DISTANCE OF 43.63 FEET;

THENCE N 34° 27' 47" W, A DISTANCE OF 12.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINING 6,921 SQ.FT. / 0.159 ACRES, MORE OR LESS.



**EXHIBIT D**  
**TO FORM OF DEED**  
**LEGAL DESCRIPTION OF THE SIGNBOARD EASEMENT AREA (CONT'D)**

**Signboard Utilities:**

**TRACT I**

A 0.100 ACRE TRACT OF LAND, BEING TEN (10) FEET WIDE AND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 69 WEST. SAID LINE IS ASSUMED TO BEAR S 00° 47' 51" E. ALL BEARINGS BEING REPORTED ARE IN REFERENCE TO SAID LINE. BEARINGS HAVE BEEN DETERMINED FROM THE RECORDED LAND SURVEY PLAT PERFORMED BY MERRICK AND COMPANY BEING RECORDED AT SURVEYORS LAND SURVEY/RIGHT OF WAY SURVEYS BOOK 16 PAGE 90-93.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE N 23° 08' 01" E, A DISTANCE OF 338.37 FEET TO THE POINT OF BEGINNING;

THENCE N 46° 49' 08" E, A DISTANCE OF 31.35 FEET;

THENCE N 46° 49' 26" E, A DISTANCE OF 87.65 FEET;

THENCE S 45° 45' 44" E, A DISTANCE OF 136.59 FEET;

THENCE S 45° 24' 24" E, A DISTANCE OF 191.81 FEET

THENCE S 88° 01' 15" W, A DISTANCE OF 13.77 FEET;

THENCE N 45° 24' 24" W, A DISTANCE OF 182.32 FEET;

THENCE N 45° 45' 44" W, A DISTANCE OF 127.00 FEET;

THENCE S 46° 49' 26" W, A DISTANCE OF 78.09 FEET;

THENCE S 46° 49' 08" W, A DISTANCE OF 32.50 FEET;

THENCE N 36° 34' 09" W, A DISTANCE OF 10.07 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINING 4,337 SQ.FT. / 0.100 ACRES, MORE OR LESS.

**EXHIBIT D**  
**TO FORM OF DEED**  
**LEGAL DESCRIPTION OF THE SIGNBOARD EASEMENT AREA (CONT'D)**

**Signboard Utilities (cont'd):**

**TRACT II**

A 0.271 ACRE TRACT OF LAND, BEING TEN (10) FEET WIDE AND LOCATED IN THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 69 WEST. SAID LINE IS ASSUMED TO BEAR S 00° 47' 51" E. ALL BEARINGS BEING REPORTED ARE IN REFERENCE TO SAID LINE. BEARINGS HAVE BEEN DETERMINED FROM THE RECORDED LAND SURVEY PLAT PERFORMED BY MERRICK AND COMPANY BEING RECORDED AT SURVEYORS LAND SURVEY/RIGHT OF WAY SURVEYS BOOK 16 PAGE 90-93.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4, THENCE N 05° 38' 33" E, A DISTANCE OF 440.12 FEET TO THE POINT OF BEGINNING;

THENCE N 15° 03' 16" W, A DISTANCE OF 102.12 FEET;

THENCE N 36° 32' 02" E, A DISTANCE OF 224.87 FEET;

THENCE N 25° 06' 37" E, A DISTANCE OF 126.77 FEET;

THENCE N 29° 39' 41" E, A DISTANCE OF 83.93 FEET;

THENCE N 01° 41' 07" W, A DISTANCE OF 104.27 FEET;

THENCE N 01° 51' 26" E, A DISTANCE OF 204.69 FEET;

THENCE N 02° 27' 30" E, A DISTANCE OF 71.03 FEET;

THENCE N 03° 46' 44" E, A DISTANCE OF 51.69 FEET;

THENCE N 67° 00' 01" E, A DISTANCE OF 39.79 FEET;

THENCE N 21° 01' 59" W, A DISTANCE OF 28.65 FEET;

THENCE N 15° 41' 02" W, A DISTANCE OF 37.92 FEET;

THENCE N 56° 07' 39" E, A DISTANCE OF 99.14 FEET, TO A POINT ON THE WESTERLY LINE OF PARCEL 3 AS DESCRIBED IN SURVEY BOOK 41, PAGE 1, RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO;

THENCE S 14° 28' 46" E, ALONG SAID WESTERLY LINE OF PARCEL 3, A DISTANCE OF 10.60 FEET;

THENCE S 56° 07' 39" W, A DISTANCE OF 88.38 FEET;

THENCE S 15° 41' 02" E, A DISTANCE OF 30.22 FEET;

THENCE S 21° 01' 59" E, A DISTANCE OF 37.85 FEET;

THENCE S 67° 00' 01" W, A DISTANCE OF 43.30 FEET;

THENCE S 03° 46' 44" W, A DISTANCE OF 45.42 FEET;

THENCE S 02° 27' 30" W, A DISTANCE OF 70.86 FEET;

THENCE S 01° 51' 26" W, A DISTANCE OF 204.33 FEET;

THENCE S 01° 41' 07" E, A DISTANCE OF 106.76 FEET;

THENCE S 29° 39' 41" W, A DISTANCE OF 86.34 FEET;

THENCE S 25° 06' 37" W, A DISTANCE OF 127.37 FEET;

THENCE S 36° 32' 02" W, A DISTANCE OF 221.03 FEET;

THENCE S 15° 03' 16" E, A DISTANCE OF 125.06 FEET;

THENCE N 34° 51' 24" W, A DISTANCE OF 29.52 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL CONTAINING 11,809 SQ.FT. / 0.271 ACRES, MORE OR LESS.

**EXHIBIT E**  
**TO FORM OF DEED**

**LEGAL DESCRIPTION OF THE FIBER OPTICS EASEMENT PROPERTY**

A 1.200 ACRE TRACT OF LAND, BEING TEN (10) FEET WIDE AND SITUATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING FIVE FEET (5) ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**BASIS OF BEARINGS STATEMENT:**

BEARINGS ARE BASED ON THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 69 WEST. SAID LINE IS MONUMENTED ON THE SOUTH END AT THE CENTER-EAST ONE-SIXTENTH OF SAID SECTION 9 BY A FOUND 2.5" ALUMINUM CAP PLS 27269 IN A RANGE BOX AND ON THE NORTH END AT THE EAST ONE-SIXTENTH CORNER OF SAID SECTION 4 & 9 BY A 2" ALUMINUM CAP PLS 34986 IN A RANGE BOX. SAID LINE IS ASSUMED TO BEAR N 00° 25' 44" W. ALL BEARINGS BEING REPORTED ARE IN REFERENCE TO SAID LINE.

BEGINNING AT A POINT, FROM WHENCE THE EAST ONE-SIXTENTH CORNER OF SAID SECTIONS 4 & 9 BEARS N 04° 46' 41"E, A DISTANCE OF 993.47 FEET. FROM SAID EAST ONE-SIXTENTH CORNER OF SAID SECTIONS 4 & 9 THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 9 BEARS S 00° 25' 44" E, A DISTANCE OF 2633.56 FEET;

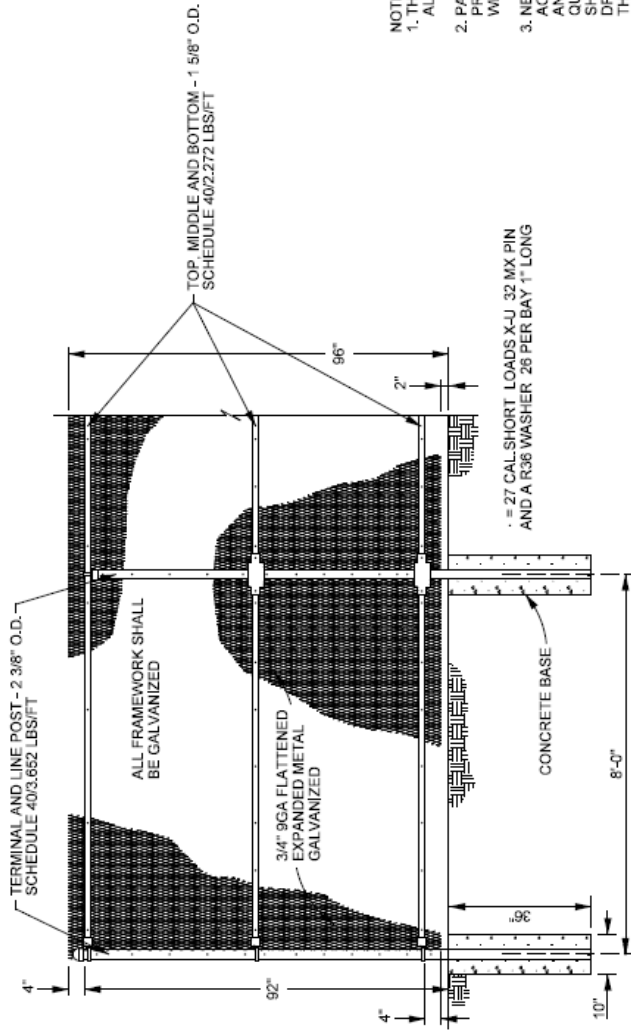
THENCE ALONG THE CENTERLINE OF AN EXISTING TELECOMMUNICATIONS LINE THE FOLLOWING TWENTY-FIVE (25) COURSES;

1. N 15° 03' 20" W, A DISTANCE OF 6.70 FEET;
2. N 26° 59' 23" W, A DISTANCE OF 1,055.07 FEET;
3. N 16° 46' 09" W, A DISTANCE OF 134.35 FEET;
4. N 22° 36' 15" W, A DISTANCE OF 71.76 FEET;
5. N 14° 53' 55" W, A DISTANCE OF 454.75 FEET;
6. N 14° 51' 00" W, A DISTANCE OF 198.96 FEET;
7. N 13° 57' 42" W, A DISTANCE OF 234.39 FEET;
8. N 14° 46' 18" W, A DISTANCE OF 173.50 FEET;
9. N 14° 27' 03" W, A DISTANCE OF 484.06 FEET;
10. N 15° 29' 53" W, A DISTANCE OF 199.91 FEET;
11. N 11° 20' 39" W, A DISTANCE OF 151.05 FEET;
12. N 16° 01' 43" W, A DISTANCE OF 154.72 FEET;
13. N 14° 20' 22" W, A DISTANCE OF 400.78 FEET;
14. N 10° 09' 22" W, A DISTANCE OF 131.67 FEET;
15. N 9° 00' 30" W, A DISTANCE OF 48.92 FEET;
16. N 04° 25' 00" W, A DISTANCE OF 181.10 FEET;
17. N 03° 20' 03" W, A DISTANCE OF 112.66 FEET;
18. N 02° 13' 54" W, A DISTANCE OF 118.48 FEET;
19. N 05° 52' 35" E, A DISTANCE OF 12.18 FEET;
20. N 13° 35' 45" W, A DISTANCE OF 7.61 FEET;
21. N 03° 15' 51" W, A DISTANCE OF 388.76 FEET;
22. N 02° 37' 28" W, A DISTANCE OF 161.73 FEET;
23. N 02° 59' 04" W, A DISTANCE OF 124.96 FEET;
24. N 03° 21' 12" W, A DISTANCE OF 153.61 FEET;
25. N 00° 32' 43" W, A DISTANCE OF 67.25 FEET TO THE POINT OF TERMINUS. SAID POINT OF TERMINUS BEING ON THE SOUTHERLY LINE OF WEST 13<sup>TH</sup> AVENUE. FROM SAID POINT OF TERMINUS THE NORTHWEST CORNER OF BLOCK "A", RESUBDIVISION BLOCK A & B HUNTS ADDITION TO DENVER, BEARS S 89°50'44" W, A DISTANCE OF 4.97 FEET AND THE POINT OF TERMINUS, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

NOTE: FROM THE POINT OF BEGINNING OF SAID EASEMENT, THE SIDE LINES ARE TO TERMINATE AT RIGHT ANGLES TO THE POINT OF BEGINNING. ON THE SOUTHERLY END OF SAID EASEMENT, THE SIDE LINES ARE TO TERMINATE AT THE SOUTHERLY LINE OF WEST 13<sup>TH</sup> AVENUE.

# EXHIBIT I

## SELLER FENCING SPECIFICATIONS



**FE9-8 - EXPANDED METAL PUBLIC SAFETY FENCE 96" HIGH**

- NOTES**
1. THE SYSTEM SHALL INCLUDE ALL REQUIRED COMPONENTS. ALL MATERIAL SHALL BE NEW.
  2. PANELS SHALL BE ATTACHED TO POSTS USING TEMPER-PROOF ANTI-THEFT "SECURITY" FASTENERS AND SPOT WELDED AS NECESSARY.
  3. NEW FENCE POSTS WILL BE SET IN CONCRETE IN ACCORDANCE WITH INDUSTRY STANDARDS AS TO DEPTH AND DIAMETER. ALL POSTS SHALL BE SET IN COMMERCIAL QUALITY CONCRETE FOOTINGS. THE TOP OF THE FOOTINGS SHALL BE LEVEL WITH THE GROUND, CROWNED TO PROVIDE DRAINAGE AWAY FROM THE POSTS AND TOWELED SMOOTH. THE FOOTINGS SHALL BE ALLOWED TO CURE BEFORE ANY STRESS IS APPLIED.
  4. THE FENCE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
  5. END PANEL, CORNER PANEL AND GATE DETAILS TO COME FROM MANUFACTURER.

**UNION PACIFIC RAILROAD  
ENGINEERING STANDARDS**

**HIGH SECURITY  
FENCING**

STD DWG
<b>0077A</b>
PAGE 4 OF 4

ADOPTED: OCT. 14, 2020  
 REVISED: DEC. 7, 2020  
 FILE NO.: 0077

**EXHIBIT J**

**[INTENTIONALLY DELETED]**

**EXHIBIT K**

**FORM OF QUITCLAIM BILL OF SALE**

**UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Seller"), for and in consideration of One Dollar (\$1.00) and other valuable consideration does hereby REMISE, RELEASE, and forever QUITCLAIM to **COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE**, a government-owned business created as a division of the Colorado Department of Transportation ("Buyer"), all of Seller's right, title and interest in and to the following described personal property located on that certain real property in Denver County, State of Colorado, legally described in **Exhibit A**, attached hereto and made a part hereof ("Land"), to wit:

Twenty (20) buildings located on the Land and appurtenances thereto, identified as Building No. 1320, Building No. 1321, Building No. 1322, Building No. 1323, Building No. 1330, Building No. 1333, Building No. 1334, Building No. 1335, Building No. 1337, Building No. 1338, Building No. 1339, Building No. 1340, Building No. 1342, Building No. 1344, Building No. 1347, Building No. 1348, Building No. 1349, Building No. 1350, Building No. 1358, and Track Storage Shed (collectively, "Buildings"), and other various items of furniture, equipment, furnishings, and all other personal property located in and attached or affixed to the Buildings as of the date of this Quitclaim Bill of Sale, and any and all railroad trackage, ballast, ties, and appurtenances thereto located on the Land (collectively, "Personal Property").

SELLER, BY THIS INSTRUMENT, MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND FURTHER MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT THE PERSONAL PROPERTY IS BEING QUITCLAIMED TO BUYER IN AN "AS IS" AND "WHERE IS" CONDITION WITH ALL FAULTS, AND ASSUMES ALL RISKS IN CONNECTION THEREWITH, ACKNOWLEDGING THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY AND KNOWS ITS CONDITION. NOTWITHSTANDING THE FOREGOING, SELLER REPRESENTS AND WARRANTS IT IS THE OWNER OF SUCH PERSONAL PROPERTY AND IS CONVEYING THE SAME FREE AND CLEAR OF ALL LIENS, INTERESTS AND ENCUMBRANCES.

Seller does not convey or intend to convey by this Quitclaim Bill of Sale any right, title, estate or interest whatsoever in or to the Land on which the Personal Property is situated.

*(Remainder of page intentionally left blank.)*

IN WITNESS WHEREOF, Seller and Buyer have each duly executed this instrument as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**Seller:**

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By: \_\_\_\_\_

Printed Name: Chris D. Goble

Title: Assistant Vice President – Real Estate

**Buyer:**

**COLORADO HIGH PERFORMANCE  
TRANSPORTATION ENTERPRISE,  
a government-owned business created as a  
division of the Colorado Department of  
Transportation**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**TO FORM OF QUITCLAIM BILL OF SALE**

**LEGAL DESCRIPTION OF THE LAND**

A 58.528 ACRE PARCEL OF LAND LOCATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 9

THENCE NORTH 00° 25' 44" WEST, ALONG THE SIXTEENTH SECTION LINE TO THE EAST SIXTEENTH CORNER COMMON TO SAID SECTIONS 4 AND 9, A DISTANCE OF 1669.66 FEET;

THENCE SOUTH 89° 34' 16" WEST, AT RIGHT ANGLES TO THE PREVIOUS COURSE, A DISTANCE OF 59.91 FEET TO THE POINT OF BEGINNING:

THENCE OVER AND ACROSS THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, THE FOLLOWING EIGHTEEN (18) COURSES:

- 1) SOUTH 63° 01' 46" WEST, A DISTANCE OF 60.14 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 1993178418 OF THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER;
- 2) NORTH 39° 17' 57" WEST, A DISTANCE OF 58.48 FEET;
- 3) NORTH 39° 20' 17" WEST, A DISTANCE OF 399.57 FEET;
- 4) NORTH 39° 22' 20" WEST, A DISTANCE OF 398.14 FEET;
- 5) NORTH 39° 27' 06" WEST, A DISTANCE OF 199.49 FEET TO THE POINT OF A CIRCULAR CURVE;
- 6) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07° 29' 43", A RADIUS OF 950.11 FEET, A CHORD WHICH BEARS NORTH 42° 26' 10" WEST, A DISTANCE OF 124.20 FEET AND AN ARC DISTANCE OF 124.29 FEET TO A POINT OF COMPOUND CURVE;
- 7) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01° 54' 19", A RADIUS OF 885.91 FEET, A CHORD WHICH BEARS NORTH 45° 40' 32" WEST, A DISTANCE OF 29.46 FEET AND AN ARC DISTANCE OF 29.46 FEET;
- 8) NORTH 05° 31' 15" EAST, A DISTANCE OF 26.23 FEET;
- 9) NORTH 40° 21' 00" WEST, A DISTANCE OF 139.10 FEET;
- 10) NORTH 84° 28' 45" WEST, A DISTANCE OF 28.28 FEET;
- 11) NORTH 39° 28' 45" WEST, A DISTANCE OF 28.53 FEET, TO THE POINT OF A CIRCULAR CURVE;
- 12) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 24' 00", A RADIUS OF 5442.08 FEET, A CHORD WHICH BEARS NORTH 38° 19' 57" WEST, A DISTANCE OF 227.94 FEET AND AN ARC LENGTH OF 227.96 FEET TO A POINT OF COMPOUND CURVE;



13) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03° 01' 46", A RADIUS OF 2947.45 FEET, A CHORD WHICH BEARS NORTH 35° 58' 17" WEST, A DISTANCE OF 155.83 FEET AND AN ARC LENGTH OF 155.85 FEET;

14) NORTH 34° 51' 24" WEST, A DISTANCE OF 82.26 FEET TO THE POINT OF A CIRCULAR CURVE;

15) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 33' 54", A RADIUS OF 2744.97 FEET, A CHORD WHICH BEARS NORTH 33° 24' 31" WEST, A DISTANCE OF 122.88 FEET AND AN ARC LENGTH OF 122.89 FEET TO A POINT OF COMPOUND CURVATURE;

16) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01° 36' 18", A RADIUS OF 5592.30 FEET, A CHORD WHICH BEARS NORTH 31° 43' 10" WEST, A DISTANCE OF 156.64 FEET AND AN ARC LENGTH OF 156.64 FEET TO A POINT OF COMPOUND CURVATURE;

17) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 00' 36", A RADIUS OF 3863.36 FEET, A CHORD WHICH BEARS NORTH 29° 48' 48" WEST, A DISTANCE OF 135.52 FEET AND AN ARC LENGTH OF 135.52 FEET;

18) NORTH 28° 52' 32" WEST, A DISTANCE OF 139.63 FEET TO A POINT ON THE SOUTHERLY LINE OF A PARCEL DESCRIBED IN THE SUPPLEMENTAL AGREEMENT FOR RECONSTRUCTION OF THE EIGHTH AVENUE GRADE SEPARATION FILED UNDER CONTRACT NO. 15355 AND AUDIT NO. 24237 IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO AND ALSO BEING THE POINT OF A NON-TANGENT CIRCULAR CURVE;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL AND BEING ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05° 29' 25", A RADIUS OF 846.10 FEET, A CHORD WHICH BEARS NORTH 78° 39' 29" WEST, A DISTANCE OF 81.05 FEET AND AN ARC DISTANCE OF 81.08 FEET;

THENCE NORTH 29° 01' 08" WEST ALONG THE SOUTHWESTERLY DEED LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 4738 AT PAGE 290, RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO, A DISTANCE OF 72.54 FEET;

THENCE ALONG THE EASTERLY DEED LINE OF A PARCEL OF LAND OWNED BY THE DENVER WATER DEPARTMENT THE FOLLOWING THREE (3) COURSES:

1) NORTH 50° 03' 16" WEST, A DISTANCE OF 286.20 FEET;

2) NORTH 00° 48' 17" WEST, A DISTANCE OF 114.52 FEET;

3) SOUTH 89° 41' 13" WEST ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 25.65 FEET;

THENCE NORTH 00° 38' 28" WEST ALONG THE EASTERLY DEED LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 1148 AT PAGE 181, RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO, A DISTANCE OF 1,319.79 FEET;

THENCE NORTH 89° 42' 09" EAST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 157.50 FEET;

THENCE OVER AND ACROSS SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THE FOLLOWING FOUR (4) COURSES:

1) NORTH 27° 56' 56" EAST, A DISTANCE OF 142.54 FEET;

2) NORTH 25° 39' 16" EAST, A DISTANCE OF 224.61 FEET;

3) NORTH 22° 38' 40" EAST, A DISTANCE OF 187.03 FEET

4) NORTH 25° 59' 56" EAST, A DISTANCE OF 177.99 FEET, TO A POINT ON THE SOUTHERLY LINE OF TITUS ADDITION TO DENVER;

THENCE SOUTH 89° 40' 38" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 24.21 FEET TO A FOUND #5 REBAR WITH 1-1/2" PLASTIC CAP PLS 27011;

THENCE NORTH 24° 21' 01" EAST ALONG THE SOUTHEASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED BETWEEN THE DENVER AND RIO GRANDE WESTERN RAILROAD AND OSCAR S. FEDDE, RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO, A DISTANCE OF 22.15 FEET;

THENCE NORTH 00° 06' 18" WEST ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF LOTS 19-22, INCLUSIVE, BLOCK 8, TITUS ADDITION TO DENVER A DISTANCE OF 137.41 FEET TO A POINT, WHENCE THE NORTHWEST CORNER OF LOT 22, SAID BLOCK 8, BEARS SOUTH 89° 31' 54" WEST A DISTANCE OF 74.02 FEET;

THENCE NORTH 89° 51' 54" EAST ALONG THE NORTHERLY LINE OF SAID BLOCK 8, TITUS ADDITION TO DENVER AND PROLONGATION THEREOF A DISTANCE OF 105.75 FEET;

THENCE NORTH 00° 47' 51" WEST ALONG A LINE 25.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4, SAID EASTERLY LINE BEING THE CENTERLINE OF THE ORIGINAL MAIN TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD A DISTANCE OF 502.09 FEET

THENCE SOUTH 89° 40' 42" WEST ALONG THE NORTHERLY LINE SAID TITUS ADDITION TO DENVER A DISTANCE OF 38.71 FEET;

THENCE SOUTH 00° 06' 18" EAST ALONG THE EASTERLY LINE OF BLOCK 1, SAID TITUS ADDITION TO DENVER A DISTANCE OF 75.52 FEET;

THENCE SOUTH 89° 43' 48" WEST ALONG A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF LOT 19, SAID BLOCK 1, TITUS ADDITION TO DENVER A DISTANCE OF 34.50 FEET;

THENCE NORTH 00° 06' 18" WEST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF LOT 2, BLOCK 23, BAKER'S SUBDIVISION A DISTANCE OF 155.34 FEET;

THENCE NORTH 89° 46' 42" EAST ALONG THE NORTHERLY LINE OF BLOCK 23, BAKER'S SUBDIVISION ALSO BEING THE SOUTHERLY LINE OF WEST 13TH AVENUE A DISTANCE OF 97.28 FEET;

THENCE SOUTH 00° 47' 29" EAST ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 1.06 FEET;

THENCE NORTH 89° 50' 44" EAST ALONG THE NORTHERLY LINE OF BLOCK A, RE-SUBDIVISION OF BLOCKS A AND B HUNT'S ADDITION TO DENVER ALSO BEING SAID SOUTHERLY LINE OF WEST 13TH AVENUE A DISTANCE OF 31.25 FEET;

THENCE ALONG THE CENTERLINE OF THE FORMER SOUTH BOUND MAIN TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY THE FOLLOWING NINE (9) COURSES:

1) SOUTH 03° 00' 09" EAST A DISTANCE OF 1,161.79 FEET TO THE SOUTHERLY LINE OF WEST 11TH AVENUE ALSO BEING THE NORTHERLY LINE OF BLOCK 26, HUNT'S ADDITION TO DENVER, WHENCE THE NORTHEAST CORNER OF SAID BLOCK 26 BEARS NORTH 89°51' 36" EAST A DISTANCE OF 197.72 FEET;

2) CONTINUING SOUTH 03°00' 09" EAST, A DISTANCE OF 22.82 FEET, TO THE POINT OF A CIRCULAR CURVE;

3) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 28' 36", A RADIUS OF 1931.53 FEET, A CHORD BEARING SOUTH 08°44' 28" EAST A DISTANCE OF 386.25 FEET, AND AN ARC DISTANCE OF 386.90 FEET;

4) THENCE SOUTH 14° 28' 46" EAST TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 180.14 FEET TO THE SOUTHERLY LINE OF WEST 10TH AVENUE ALSO BEING THE NORTHERLY LINE OF BLOCK 27, HUNT'S ADDITION TO DENVER, WHENCE THE NORTHEAST CORNER OF SAID BLOCK 27 BEARS NORTH 89° 52' 02" EAST A DISTANCE OF 73.35 FEET;

5) CONTINUING SOUTH 14° 28' 46" EAST, A DISTANCE OF 2,049.07 FEET TO THE POINT OF A CIRCULAR CURVE;

6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 10' 23", A RADIUS OF 1,397.76 FEET, A CHORD BEARING SOUTH 20° 03' 57" EAST A DISTANCE OF 272.14 FEET, AND AN ARC DISTANCE OF 272.57 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 42, HUNT'S ADDITION TO DENVER ALSO BEING THE NORTHERLY LINE OF WEST 6TH AVENUE, WHENCE THE SOUTHEAST CORNER OF SAID BLOCK 42 BEARS NORTH 89° 51' 22" EAST A DISTANCE OF 167.26 FEET;

7) ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE 01° 19' 05", A RADIUS OF 1,397.76 FEET, A CHORD BEARING SOUTH 26° 18' 41" EAST, A DISTANCE OF 32.16 FEET AND AN ARC DISTANCE OF 32.16 FEET;

8) SOUTH 26° 58' 14" EAST, A DISTANCE OF 27.37 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 4, WHENCE SAID SOUTH QUARTER CORNER OF SECTION 4 BEARS SOUTH 89° 40' 48" WEST A DISTANCE OF 773.28 FEET;

9) CONTINUING SOUTH 26° 58' 14" EAST, A DISTANCE OF 1,090.18 FEET MORE OR LESS TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 58.528 ACRES / 2,549,485 SQ. FEET, MORE OR LESS.

BASIS OF BEARINGS STATEMENT:

BEARINGS ARE BASED ON THE LINE BETWEEN THE EAST SIXTEENTH CORNER BETWEEN SECTIONS 4 AND 9 AND THE CENTER-EAST SIXTEENTH CORNER OF SECTION 9 AS BEING SOUTH 00° 25' 44" EAST. THE EAST SIXTEENTH CORNER BETWEEN SECTIONS 4 & 9 IS A 3¼ INCH ALUMINUM CAP IN A RANGE BOX STAMPED PLS 34986 AND THE CENTER-EAST SIXTEENTH CORNER OF SECTION 9 IS A 2½ INCH ALUMINUM CAP IN A RANGE BOX STAMPED PLS 27269.

AUTHORED BY GARY D. GABLE, PLS 24662

APRIL 28, 2021-

**EXHIBIT L**

**FORM OF ASSIGNMENT AND ASSUMPTION**

FOR VALUE RECEIVED, **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Assignor"), acting by and through its duly authorized officers, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto **COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE**, a government-owned business created as a division of the Colorado Department of Transportation ("Assignee"), all of Assignor's right, title and interest in and to the leases and licenses (collectively, "Licenses") listed on **Exhibit A**, attached hereto and made a part hereof, to the extent the Licenses affect that certain real property located in the City and County of Denver, State of Colorado, legally described in **Exhibit B**, attached hereto and made a part hereof ("Property").

TO HAVE AND TO HOLD the Licenses unto Assignee, its successors and assigns. This Assignment and Assumption Agreement ("Agreement") is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

Assignee agrees to perform all of the obligations of Assignor pursuant to the Licenses as they relate to the Property accruing on and after the Effective Date (defined below).

This Agreement will inure to and be binding upon the parties, their successors and assigns.

*(Remainder of page intentionally left blank.)*

Dated the \_\_\_\_ day of \_\_\_\_\_, 202\_ ("Effective Date").

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By: \_\_\_\_\_  
Printed Name: Chris D. Goble  
Title: Assistant Vice President – Real Estate

**COLORADO HIGH PERFORMANCE  
TRANSPORTATION ENTERPRISE,  
a government-owned business created as a  
division of the Colorado Department of  
Transportation**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**TO FORM OF ASSIGNMENT AND ASSUMPTION**

**LIST OF LICENSES TO BE ASSIGNED**

Union Pacific Railroad Company  
Agreements to be Assigned  
Sale Folder 2891-27

AUDIT	FOLDER	PARTY NAME	PURPOSE	COUNTY	CITY	ST	SUBDIVISION	ANNUAL AMT	DISPOSITION	CONTAINED
5028409		MOBILE PREMIX CONCRETE, INC.	Crossing - Wireline	DENVER	BURNHAM	CO	Burnham Lead	\$0.00	Assigned	Partially
5017897	1540-00	OUTDOOR SYSTEMS	Signboard - Commercial	DENVER	DENVER	CO	Burnham Lead	\$0.00	Reserved	Totally
231060	2205-18	DENVER, CITY & COUNTY OF	Crossing Public Roadway Grade Separation	Denver	DENVER	CO	Burnham Lead	\$0.00	Assigned	Partially
275090	2904-39	PUBLIC SERVICE COMPANY OF COLORADO	Crossing - Pipeline	Denver	DENVER	CO	Burnham Lead	\$0.00	Assigned	Totally
247237	1996-86	DENVER, CITY & COUNTY OF	Crossing Public Roadway Grade Separation	Denver	DENVER	CO	Burnham Lead	\$0.00	Assigned	Totally
5030975	2589-75	REGIONAL TRANSPORTATION DISTRICT ("RTD")	Joint Facility Agreement	Denver	DENVER	CO	Burnham Lead	\$0.00	Reserved	Totally
268549	2814-50	THE ANSCHUTZ CORPORATION	Encroachment - Pipeline	Denver	DENVER	CO	Burnham Lead	\$0.00	Assigned	Partially
253678	2595-62	PUBLIC SERVICE COMPANY OF COLORADO	Utility Service	Denver	DENVER	CO	Burnham Lead	\$0.00	Assigned	Totally
217646	1867-01	INFINITY OUTDOOR INC.	Attachments to Railroad Owned Utilities	Denver	DENVER	CO	Burnham Lead	\$900.00	Reserved	Totally
5717252	1588-87	MILE HI CABLE PARTNERS, L.P.	Crossing - Wireline	Denver	DENVER	CO	Burnham Lead	\$0.00	Assigned	Totally

**EXHIBIT B**  
**TO FORM OF ASSIGNMENT AND ASSUMPTION**

**LEGAL DESCRIPTION OF THE PROPERTY**

A 58.528 ACRE PARCEL OF LAND LOCATED IN SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 9

THENCE NORTH 00° 25' 44" WEST, ALONG THE SIXTEENTH SECTION LINE TO THE EAST SIXTEENTH CORNER COMMON TO SAID SECTIONS 4 AND 9, A DISTANCE OF 1669.66 FEET;

THENCE SOUTH 89° 34' 16" WEST, AT RIGHT ANGLES TO THE PREVIOUS COURSE, A DISTANCE OF 59.91 FEET TO THE POINT OF BEGINNING:

THENCE OVER AND ACROSS THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, THE FOLLOWING EIGHTEEN (18) COURSES:

- 1) SOUTH 63° 01' 46" WEST, A DISTANCE OF 60.14 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 1993178418 OF THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF DENVER;
- 2) NORTH 39° 17' 57" WEST, A DISTANCE OF 58.48 FEET;
- 3) NORTH 39° 20' 17" WEST, A DISTANCE OF 399.57 FEET;
- 4) NORTH 39° 22' 20" WEST, A DISTANCE OF 398.14 FEET;
- 5) NORTH 39° 27' 06" WEST, A DISTANCE OF 199.49 FEET TO THE POINT OF A CIRCULAR CURVE;
- 6) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07° 29' 43", A RADIUS OF 950.11 FEET, A CHORD WHICH BEARS NORTH 42° 26' 10" WEST, A DISTANCE OF 124.20 FEET AND AN ARC DISTANCE OF 124.29 FEET TO A POINT OF COMPOUND CURVE;
- 7) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01° 54' 19", A RADIUS OF 885.91 FEET, A CHORD WHICH BEARS NORTH 45° 40' 32" WEST, A DISTANCE OF 29.46 FEET AND AN ARC DISTANCE OF 29.46 FEET;
- 8) NORTH 05° 31' 15" EAST, A DISTANCE OF 26.23 FEET;
- 9) NORTH 40° 21' 00" WEST, A DISTANCE OF 139.10 FEET;
- 10) NORTH 84° 28' 45" WEST, A DISTANCE OF 28.28 FEET;
- 11) NORTH 39° 28' 45" WEST, A DISTANCE OF 28.53 FEET, TO THE POINT OF A CIRCULAR CURVE;
- 12) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 24' 00", A RADIUS OF 5442.08 FEET, A CHORD WHICH BEARS NORTH 38° 19' 57" WEST, A DISTANCE OF 227.94 FEET AND AN ARC LENGTH OF 227.96 FEET TO A POINT OF COMPOUND CURVE;



13) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03° 01' 46", A RADIUS OF 2947.45 FEET, A CHORD WHICH BEARS NORTH 35° 58' 17" WEST, A DISTANCE OF 155.83 FEET AND AN ARC LENGTH OF 155.85 FEET;

14) NORTH 34° 51' 24" WEST, A DISTANCE OF 82.26 FEET TO THE POINT OF A CIRCULAR CURVE;

15) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 33' 54", A RADIUS OF 2744.97 FEET, A CHORD WHICH BEARS NORTH 33° 24' 31" WEST, A DISTANCE OF 122.88 FEET AND AN ARC LENGTH OF 122.89 FEET TO A POINT OF COMPOUND CURVATURE;

16) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01° 36' 18", A RADIUS OF 5592.30 FEET, A CHORD WHICH BEARS NORTH 31° 43' 10" WEST, A DISTANCE OF 156.64 FEET AND AN ARC LENGTH OF 156.64 FEET TO A POINT OF COMPOUND CURVATURE;

17) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02° 00' 36", A RADIUS OF 3863.36 FEET, A CHORD WHICH BEARS NORTH 29° 48' 48" WEST, A DISTANCE OF 135.52 FEET AND AN ARC LENGTH OF 135.52 FEET;

18) NORTH 28° 52' 32" WEST, A DISTANCE OF 139.63 FEET TO A POINT ON THE SOUTHERLY LINE OF A PARCEL DESCRIBED IN THE SUPPLEMENTAL AGREEMENT FOR RECONSTRUCTION OF THE EIGHTH AVENUE GRADE SEPARATION FILED UNDER CONTRACT NO. 15355 AND AUDIT NO. 24237 IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO AND ALSO BEING THE POINT OF A NON-TANGENT CIRCULAR CURVE;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL AND BEING ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05° 29' 25", A RADIUS OF 846.10 FEET, A CHORD WHICH BEARS NORTH 78° 39' 29" WEST, A DISTANCE OF 81.05 FEET AND AN ARC DISTANCE OF 81.08 FEET;

THENCE NORTH 29° 01' 08" WEST ALONG THE SOUTHWESTERLY DEED LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 4738 AT PAGE 290, RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO, A DISTANCE OF 72.54 FEET;

THENCE ALONG THE EASTERLY DEED LINE OF A PARCEL OF LAND OWNED BY THE DENVER WATER DEPARTMENT THE FOLLOWING THREE (3) COURSES:

1) NORTH 50° 03' 16" WEST, A DISTANCE OF 286.20 FEET;

2) NORTH 00° 48' 17" WEST, A DISTANCE OF 114.52 FEET;

3) SOUTH 89° 41' 13" WEST ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 25.65 FEET;

THENCE NORTH 00° 38' 28" WEST ALONG THE EASTERLY DEED LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 1148 AT PAGE 181, RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO, A DISTANCE OF 1,319.79 FEET;

THENCE NORTH 89° 42' 09" EAST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 157.50 FEET;

THENCE OVER AND ACROSS SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THE FOLLOWING FOUR (4) COURSES:

1) NORTH 27° 56' 56" EAST, A DISTANCE OF 142.54 FEET;

2) NORTH 25° 39' 16" EAST, A DISTANCE OF 224.61 FEET;

3) NORTH 22° 38' 40" EAST, A DISTANCE OF 187.03 FEET

4) NORTH 25° 59' 56" EAST, A DISTANCE OF 177.99 FEET, TO A POINT ON THE SOUTHERLY LINE OF TITUS ADDITION TO DENVER;

THENCE SOUTH 89° 40' 38" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 24.21 FEET TO A FOUND #5 REBAR WITH 1-1/2" PLASTIC CAP PLS 27011;

THENCE NORTH 24° 21' 01" EAST ALONG THE SOUTHEASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED BETWEEN THE DENVER AND RIO GRANDE WESTERN RAILROAD AND OSCAR S. FEDDE, RECORDED IN THE CLERK AND RECORDER'S OFFICE OF THE CITY AND COUNTY OF DENVER, COLORADO, A DISTANCE OF 22.15 FEET;

THENCE NORTH 00° 06' 18" WEST ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF LOTS 19-22, INCLUSIVE, BLOCK 8, TITUS ADDITION TO DENVER A DISTANCE OF 137.41 FEET TO A POINT, WHENCE THE NORTHWEST CORNER OF LOT 22, SAID BLOCK 8, BEARS SOUTH 89° 31' 54" WEST A DISTANCE OF 74.02 FEET;

THENCE NORTH 89° 51' 54" EAST ALONG THE NORTHERLY LINE OF SAID BLOCK 8, TITUS ADDITION TO DENVER AND PROLONGATION THEREOF A DISTANCE OF 105.75 FEET;

THENCE NORTH 00° 47' 51" WEST ALONG A LINE 25.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4, SAID EASTERLY LINE BEING THE CENTERLINE OF THE ORIGINAL MAIN TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD A DISTANCE OF 502.09 FEET

THENCE SOUTH 89° 40' 42" WEST ALONG THE NORTHERLY LINE SAID TITUS ADDITION TO DENVER A DISTANCE OF 38.71 FEET;

THENCE SOUTH 00° 06' 18" EAST ALONG THE EASTERLY LINE OF BLOCK 1, SAID TITUS ADDITION TO DENVER A DISTANCE OF 75.52 FEET;

THENCE SOUTH 89° 43' 48" WEST ALONG A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF LOT 19, SAID BLOCK 1, TITUS ADDITION TO DENVER A DISTANCE OF 34.50 FEET;

THENCE NORTH 00° 06' 18" WEST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF LOT 2, BLOCK 23, BAKER'S SUBDIVISION A DISTANCE OF 155.34 FEET;

THENCE NORTH 89° 46' 42" EAST ALONG THE NORTHERLY LINE OF BLOCK 23, BAKER'S SUBDIVISION ALSO BEING THE SOUTHERLY LINE OF WEST 13TH AVENUE A DISTANCE OF 97.28 FEET;

THENCE SOUTH 00° 47' 29" EAST ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 1.06 FEET;

THENCE NORTH 89° 50' 44" EAST ALONG THE NORTHERLY LINE OF BLOCK A, RE-SUBDIVISION OF BLOCKS A AND B HUNT'S ADDITION TO DENVER ALSO BEING SAID SOUTHERLY LINE OF WEST 13TH AVENUE A DISTANCE OF 31.25 FEET;

THENCE ALONG THE CENTERLINE OF THE FORMER SOUTH BOUND MAIN TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY THE FOLLOWING NINE (9) COURSES:

1) SOUTH 03° 00' 09" EAST A DISTANCE OF 1,161.79 FEET TO THE SOUTHERLY LINE OF WEST 11TH AVENUE ALSO BEING THE NORTHERLY LINE OF BLOCK 26, HUNT'S ADDITION TO DENVER, WHENCE THE NORTHEAST CORNER OF SAID BLOCK 26 BEARS NORTH 89°51' 36" EAST A DISTANCE OF 197.72 FEET;

2) CONTINUING SOUTH 03°00' 09" EAST, A DISTANCE OF 22.82 FEET, TO THE POINT OF A CIRCULAR CURVE;

3) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 28' 36", A RADIUS OF 1931.53 FEET, A CHORD BEARING SOUTH 08°44' 28" EAST A DISTANCE OF 386.25 FEET, AND AN ARC DISTANCE OF 386.90 FEET;

4) THENCE SOUTH 14° 28' 46" EAST TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 180.14 FEET TO THE SOUTHERLY LINE OF WEST 10TH AVENUE ALSO BEING THE NORTHERLY LINE OF BLOCK 27, HUNT'S ADDITION TO DENVER, WHENCE THE NORTHEAST CORNER OF SAID BLOCK 27 BEARS NORTH 89° 52' 02" EAST A DISTANCE OF 73.35 FEET;

5) CONTINUING SOUTH 14° 28' 46" EAST, A DISTANCE OF 2,049.07 FEET TO THE POINT OF A CIRCULAR CURVE;

6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 10' 23", A RADIUS OF 1,397.76 FEET, A CHORD BEARING SOUTH 20° 03' 57" EAST A DISTANCE OF 272.14 FEET, AND AN ARC DISTANCE OF 272.57 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 42, HUNT'S ADDITION TO DENVER ALSO BEING THE NORTHERLY LINE OF WEST 6TH AVENUE, WHENCE THE SOUTHEAST CORNER OF SAID BLOCK 42 BEARS NORTH 89° 51' 22" EAST A DISTANCE OF 167.26 FEET;

7) ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE 01° 19' 05", A RADIUS OF 1,397.76 FEET, A CHORD BEARING SOUTH 26° 18' 41" EAST, A DISTANCE OF 32.16 FEET AND AN ARC DISTANCE OF 32.16 FEET;

8) SOUTH 26° 58' 14" EAST, A DISTANCE OF 27.37 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 4, WHENCE SAID SOUTH QUARTER CORNER OF SECTION 4 BEARS SOUTH 89° 40' 48" WEST A DISTANCE OF 773.28 FEET;

9) CONTINUING SOUTH 26° 58' 14" EAST, A DISTANCE OF 1,090.18 FEET MORE OR LESS TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 58.528 ACRES / 2,549,485 SQ. FEET, MORE OR LESS.

BASIS OF BEARINGS STATEMENT:

BEARINGS ARE BASED ON THE LINE BETWEEN THE EAST SIXTEENTH CORNER BETWEEN SECTIONS 4 AND 9 AND THE CENTER-EAST SIXTEENTH CORNER OF SECTION 9 AS BEING SOUTH 00° 25' 44" EAST. THE EAST SIXTEENTH CORNER BETWEEN SECTIONS 4 & 9 IS A 3¼ INCH ALUMINUM CAP IN A RANGE BOX STAMPED PLS 34986 AND THE CENTER-EAST SIXTEENTH CORNER OF SECTION 9 IS A 2½ INCH ALUMINUM CAP IN A RANGE BOX STAMPED PLS 27269.

AUTHORED BY GARY D. GABLE, PLS 24662

APRIL 28, 2021-

**EXHIBIT M**

**FORM OF CERTIFICATION OF NON-FOREIGN STATUS**

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY is not a disregarded entity as defined in Section 1.445.2(b)(2)(iii) of the Internal Revenue Code;
3. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 94-6001323; and
4. UNION PACIFIC RAILROAD COMPANY'S office address is 1400 Douglas Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three-year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

**UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation**

By: \_\_\_\_\_  
Printed Name: Chris D. Goble  
Title: Assistant Vice President – Real Estate  
Date: \_\_\_\_\_

**Resolution – HPTE #358**

**Approving and Authorizing the Execution of a Purchase and Sale Agreement for the Burnham Yard Property**

**WHEREAS**, the General Assembly created the Colorado High Performance Transportation Enterprise (the “HPTE”), pursuant to C.R.S. § 43-4-806 as a government-owned business within CDOT to pursue innovative means of more efficiently financing important surface transportation projects that will improve the safety, capacity, and accessibility of the surface transportation system; and

**WHEREAS**, such innovative means of financing projects include, but are not limited to, public-private partnerships, operating concession agreements, user fee-based project financing, and availability payment and design-build contracting; and

**WHEREAS**, pursuant to C.R.S. § 43-4-806(6)(d), HPTE is empowered to acquire, hold title to, and dispose of real and personal property as necessary in the exercise of its powers and performance of its duties; and

**WHEREAS**, HPTE is also empowered, pursuant to C.R.S. § 43-4-806(6)(h), to make and enter into all other contracts and agreements that are necessary or incidental to the exercise of its powers and performance of its duties; and

**WHEREAS**, the Union Pacific Railroad (the “UPRR”) is the owner of an approximately 58-acre parcel of land beginning at 13<sup>th</sup> Avenue at its northernmost point to roughly 4<sup>th</sup> Avenue at its southernmost point (referred to herein as the “Burnham Yard” or the “Property”) in the City and County of Denver (the “CCD”); and

**WHEREAS**, in July 2019, the UPRR released a Request for Qualifications for the Burnham Yard Redevelopment, the purpose of which was to identify qualified teams and solicit interest in the purchase of the Property; and

**WHEREAS**, at the same time, CDOT was conducting the I-25 Central Planning and Environmental Linkage Study (the “PEL”), which sought to identify causes of congestion and consider options to improve safety, travel time reliability, decrease congestion, and provide improved cross-connectivity on Interstate 25 between Santa Fe Drive and 20th Street in Denver, and which included alternatives contemplating the realignment of the Consolidated Mainline (the “CML”) freight tracks from their current alignment adjacent to I-25 to a new alignment through the Burnham Yard; and

**WHEREAS**, on August 7, 2019, CDOT submitted a proposal to the UPRR to purchase the Burnham Yard, which proposal was subsequently accepted by the UPRR; and

**WHEREAS**, HPTE, acting on behalf of CDOT, and the UPRR (collectively, the “Parties”) subsequently engaged in negotiations to purchase the Burnham Yard Property, the terms of which were agreed to upon by the Parties and were reflected in the Amended and Restated Term Sheet, entered into February 19, 2020, as extended; and

**WHEREAS**, following its determination to purchase the Burnham Yard, CDOT revenues declined as a result of the COVID-19 pandemic and, as a result, the SB 267 highway funds initially identified by CDOT for the purchase of Burnham Yard were no longer available; and

**WHEREAS**, subsequently, CDOT requested that HPTE pursue alternative means to acquire the Burnham Yard from UPRR on CDOT's behalf, including seeking out opportunities for innovative and efficient means of financing the purchase that are otherwise unavailable to CDOT; and

**WHEREAS**, with the completion of the PEL, CDOT now plans to initiate an Environmental Impact Study for the I-25 Central corridor, which will study the right-of-way needed for potential improvements to I-25, enhanced mobility options through expanded transit, and potential Front Range Passenger Rail, including identification of the right-of-way needed for surface transportation purposes on the Burnham Yard; and

**WHEREAS**, the Southwest Chief & Front Range Passenger Rail Commission, which is charged with facilitating the development of passenger rail that serves Front Range communities from Pueblo to Fort Collins (the "Front Range Passenger Rail"), in partnership with CDOT, is also conducting an alternatives analysis, which includes alternatives that would utilize an alignment for Front Range Passenger Rail through the Burnham Yard; and

**WHEREAS**, each of the proposed potential projects, including improvements to I-25, relocation of the CML, implementation of Front Range Passenger Rail, future expansion of the Regional Transportation District (the "RTD") light rail lines that also traverse the Burnham Yard, and other related mobility and transit improvements (together, the "Transportation Projects") are expected to benefit CDOT, HPTE and the State by, among other things, improving the safety, capacity, and accessibility of the surface transportation system and allowing more efficient movement of people and goods throughout Colorado; and

**WHEREAS**, the HPTE Board of Directors (the "HPTE Board") supports the Burnham Yard Project and recognizes the benefits it provides to the State, which include, but are not limited to, the Transportation Projects; and

**WHEREAS**, the HPTE Board has reviewed the Purchase and Sale Agreement, attached hereto as **Exhibit A**, and hereby finds and determines that the terms and conditions set forth therein are in the best interests of HPTE.

**NOW THEREFORE BE IT RESOLVED** that the HPTE Board hereby approves the provisions of the Purchase and Sale Agreement for the purchase of the Burnham Yard Property in substantially the form presented to the HPTE Board prior to the meeting at which this Resolution is adopted, with such changes thereto, not inconsistent with this Resolution, as may be approved by both the HPTE Director, or his designee, and the office of the Colorado Attorney General.

**BE IT FURTHER RESOLVED** that the HPTE Board hereby authorizes and directs the HPTE Director or his designee to execute and deliver the Purchase and Sale Agreement on behalf of HPTE, and to execute and deliver such other documents and take such other actions as may be necessary or convenient to complete the purchase and sale transaction and achieve the Closing contemplated in the Purchase and Sale Agreement as set forth therein.

Signed as of May 19, 2021

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Simon Logan  
Secretary, HPTE Board of Directors



**Exhibit A to HPTE Resolution #358**

**(Approved Purchase and Sale Agreement for the Burnham Yard Property)**