

**PURCHASE AND SALE AGREEMENT
5300 FRANKLIN**

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into between the between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **DOUGLAS L. MCDONALD** and **MARJORIE R. MCDONALD** (“**Landowners**” or “**Sellers**”) individuals, whose address is 4647 National Western Drive, Denver, Colorado 80216 and **MCDONALD FARMS ENTERPRISES, INC.**, a Colorado Corporation (“**Operator**”); collectively, Landowners and Operator are referred to herein as “**McDonald Farms**”. This Agreement is effective as of the date written on the City signature page (the “**Effective Date**”). The City, Landowners and Operator are collectively referred to herein as the “**Parties**” and individually as a “**Party.**”

RECITALS

WHEREAS, the City owns a parcel of land located at 5300 Franklin Street, Denver, Colorado (hereinafter referred to as “**City Parcel**”), more particularly described in **Exhibit A** attached hereto which the City is transferring to McDonald Farms after demolition of the existing building on the site and the making the improvements thereto set forth in the Site Plan (as defined below) in exchange for the McDonald Farms Parcel pursuant to the Contract for Transfer of McDonald Farms Parcel and to Fund Relocation Costs (the “**Contract for McDonald Farms’ Parcel**”);

WHEREAS, City Parcel contains a building which the City has agreed to demolish at the City’s sole cost;

WHEREAS, the City desires to receive as payment for the City Parcel the transfer of the McDonald Farms Parcel, as described in the Contract for McDonald Farms’ Parcel;

WHEREAS, the City also will pay relocation costs associated with such acquisition of the McDonald Farms Parcel; and

WHEREAS, McDonald Farms has also agreed to discontinue rail services on the McDonald Farms parcel in order to further the City’s development of the National Western Center; and

WHEREAS, the City and McDonald Farms desire to enter into this Agreement so that the City Parcel and the McDonald Farms Parcel may be exchanged subject to the performance of each parties’ obligations as set forth in this Agreement and the Contract for McDonald Farms’

Parcel.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the benefits of which will inure to each party and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Landowners/McDonald Farms agree as follows:

Section 1. Transfer of City Parcel and Agreements from City to Landowners:
Pursuant to the terms and conditions set forth herein, the City agrees to transfer, sell, and deliver to Landowners, and Landowners agree to accept and receive from the City, a Quitclaim Deed, in substantially the form attached hereto as **Exhibit B** and incorporated herein, transferring the City Parcel as more particularly described in **Exhibit A** from the City to Landowners. Any modifications of the Quitclaim Deed from the form attached hereto as **Exhibit B** shall be subject to the approval of the City's Executive Director of Real Estate ("**Director**").

Section 2. Exchange of Value.

(a) The City agrees that it shall transfer the City Parcel to McDonald Farms pursuant to the terms and conditions set forth herein, at no additional cost, except that McDonald Farms shall be reimbursed for all costs related to the relocation of the McDonald Farms rail and storage business to the City Parcel.

(b) McDonald Farms has agreed to discontinue rail service on the McDonald Farms Parcel if the permitting and construction are complete at City Parcel such that City Parcel is fully operational for Operator's rail and storage business and Operator relocates the rail and storage business to the City Parcel by such date; otherwise, such rail service shall continue on the Adjoining Parcel until such relocation.

Section 3. Survey. The City shall cause a new ALTA survey to be completed and delivered to Landowners, at the City's sole cost and expense, for the City Parcel within thirty (30) days of the Effective Date.

Section 4. Due Diligence Period. During the time periods set forth below shall commence on the Effective Date and for a period of thirty (30) days thereafter the "**Due Diligence Period**", McDonald Farms or its respective designees shall have the right to perform, at its sole cost and expense, whatever investigations, tests and inspections each desires to

conduct upon the City Parcel including without limitation, the environmental site assessments and tests described in Section 6(c) below and the physical inspections described in Section 6 below during normal business hours or as otherwise agreed upon by the parties; *provided, however,* that prior to such inspection, (i) McDonald Farms shall give the City at least three (3) business days' prior notice thereof; (ii) the City or its representative shall have the right to be present during any such assessments, tests or inspections; (iii) McDonald Farms shall require its contractors and subcontractors to be responsible and pay for any damages or losses that occur to the property inspected and/or are suffered by the City which arise out of such each such contractor's and subcontractor's assessments, tests and inspections which are not caused by the negligence or willful misconduct of the City; and (iv) McDonald Farms shall not permit claims or liens of any kind against the City Parcel for work performed on said property in connection with such audits, tests and inspections. Except as expressly stated in this Agreement and for the Improvements on the City Parcel, McDonald Farms acknowledges and agrees that its acceptance of the City Parcel shall be on an "AS IS" "WHERE IS" basis, without representation or warranty, express or implied, regarding the physical condition thereof, with both parties acknowledging that each has inspected or will inspect the property to be acquired to its satisfaction. The provisions of this Section shall survive Closing or the termination of this Agreement.

Section 5. Environmental Condition.

(a) Environmental Information. Within ten (10) business days after the Effective Date, the City shall disclose to the other all written or graphic documented information it has regarding environmental contamination or the presence or release of any Hazardous Materials defined below, except for Permitted Amounts defined below, in, on, under or about the property each one is to convey. In the event the City subsequently acquires any additional information regarding environmental contamination, it has the ongoing duty to provide such information to McDonald Farms up to the time of each Closing, and will do so within five (5) business days of the receipt or discovery of such additional information. For purposes hereof, (a) "Hazardous Materials" means all substances, materials, pollutants, chemicals or wastes that are regulated or for which liability is imposed under Environmental Laws because of their hazardous or dangerous properties or characteristics, including petroleum and any petroleum products or byproducts, asbestos, polychlorinated biphenyls, and lead-based

paints; (b) “Environmental Laws” means all federal, state and local laws, rules, regulations, statutes, ordinances, decrees or orders of any governmental authority concerning pollution, the protection of human health and safety, the environment or natural resources, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, management, release or threatened release, emission, discharge, or disposal of, or exposure to, any Hazardous Materials; and (c) “Permitted Amounts” means with respect to any given level of Hazardous Materials, that level or quantity of Hazardous Materials in any form or combination of forms which does not constitute a violation of any Environmental Laws and is customarily employed in, or associated with, properties similar to the property to be conveyed.

(b) Environmental Site Assessments. McDonald Farms, at its sole option and expense, may conduct environmental site assessments and perform other environmental tests on the property during the Due Diligence Period to identify any existing or potential environmental problems located in, on, under or about the property, including but not limited to, the presence or release of Hazardous Materials. Such environmental site assessments may be performed by an environmental consultant. Subject to the provisions of Section 5 above, the City hereby grants McDonald Farms and any of its employees and consultants access to the property to be conveyed to perform such environmental site assessments and tests.

(c) McDonald Farms’ Election. Upon completion of its environmental site assessment, McDonald Farms, in its sole discretion, may elect to proceed to Closing or elect to not proceed to Closing. If McDonald Farms elects not to close based upon environmental information, neither party shall have an obligation to convey property or money to the other party and this Agreement and the Contract for McDonald Farms’ Parcel shall terminate and be of no further force and effect, except for those provisions which are expressly stated or intended to survive termination. Written notice of McDonald Farms’ election shall be given to the City no later than the expiration of the Due Diligence Period (“**Election Period**”). If the City does not receive the notice from McDonald Farms within the Election Period, McDonald Farms shall be deemed to have accepted the environmental condition of the property to be acquired.

Section 6. Inspection. In addition to the environmental site assessments described above, during the Due Diligence Period, McDonald Farms or its designees shall have the right to inspect the physical condition of the property to be acquired at its sole expense. Upon completion of the inspection, McDonald Farms may make the election to proceed with Closing

or terminate this Agreement in the manner and within the time period as set forth in Section 5 above. If the City does not timely receive McDonald Farms election within the Due Diligence Period, McDonald Farms(s) shall be deemed to have accepted the physical condition of the property to be acquired.

Section 7. Title.

(a) Matters Not Shown by the Public Records. Within five (5) business days of the Effective Date, the City shall deliver to the other true copies of all lease(s) and survey(s) in the City's possession pertaining to the property to be conveyed and shall disclose to McDonald Farms all easements, liens or other title matters not shown by the public records nor contained in the Title Documents defined below of which each one has actual knowledge. McDonald Farms shall have the right to inspect the City's property to determine if any third party has any right in such property not shown by the public records or the Title Documents such as an unrecorded easement, unrecorded lease, or boundary line discrepancy. Upon completion of such review and inspection, each party may make the election to proceed with Closing or terminate this Agreement in the manner and within the Due Diligence Period. If the City does not timely receive McDonald Farms's notice, McDonald Farms shall be deemed to have accepted matters not shown by the public records nor contained in the Title Documents.

(b) Title Review. The City shall obtain an updated title commitment and all related title documents ("**Title Documents**") from Land Title Guaranty Company (the "**Title Company**") and shall deliver or cause to be delivered all documents to McDonald Farms no later than ten (10) days from the Effective Date so that each party may review such documents. McDonald Farms may give written notice to the City of unsatisfactory title conditions within ten (10) days from delivery of such documents by or on behalf of the City to McDonald Farms. If the City does not receive McDonald Farms' notice within ten (10) days from delivery of such documents by or on behalf of McDonald Farms to the City, McDonald Farms shall be deemed to have accepted the condition of title. If the City does not receive McDonald Farms' notice within ten (10) days from delivery of such documents by or on behalf of the City to McDonald Farms, McDonald Farms shall be deemed to have accepted the condition of title. If the City receives timely notice of any unsatisfactory title condition(s) and McDonald Farms does not agree to waive the same, the City shall have the option to either (a) cure such unsatisfactory condition(s) within ten (10) days of receiving notice thereof from the other party; or (b) terminate this

Agreement, and, except for those obligations which are stated or intended to survive termination, the parties shall have no further obligations hereunder. If the City elects to cure the unsatisfactory condition(s) and fails to do so within the applicable time period, McDonald Farms may make the election in the manner set forth in Section 6(c) above.

(c) Title Insurance Policy. The City shall have the Title Insurance Policy delivered to McDonald Farms as soon as practical after each Closing. McDonald Farms shall pay the basic premium for such title policy and shall direct the Title Company as to the amount of such policy coverages, plus the cost of any endorsements to the title policy which the McDonald Farms elects, except for an endorsement to cure the timely objection of the City to title or survey. The cost of the curing endorsement shall be paid, by the curing party if such curing party elects to cure the objection by the issuance of an endorsement.

(d) Survey. McDonald Farms may give written notice to the City of any unsatisfactory matter reflected on any survey(s) provided pursuant to Section 4 on or before expiration of the Election Period. If the City does not receive McDonald Farms' notice on or before expiration of the Election Period, McDonald Farms shall be deemed to have accepted all matters reflected on such survey(s). If the City receives timely notice of any unsatisfactory matters and McDonald Farms does not agree to waive the same, the City shall have the option to either (i) cure such unsatisfactory matters within thirty (30) days of receiving notice thereof from the City; or (ii) terminate this Agreement, in which case, except for those obligations which are stated or intended to survive termination, the parties shall have no further obligations hereunder. If the City elects to cure the unsatisfactory matters and fails to do so to McDonald Farms' satisfaction within the applicable time period, McDonald Farms may make the election in the manner set forth in Section 6(c) above.

(e) After the Due Diligence Period, the City shall have the ongoing duty to disclose any new matters not previously disclosed to McDonald Farms that come to its attention at any time prior to the Closing of the City's property. McDonald Farms shall have ten (10) days to review and object to any such new disclosure in accordance with the procedures set forth in this Section 7.

Section 8. Cure Period. In the event McDonald Farms gives timely notice of any unsatisfactory condition(s) as set forth herein ("**Objecting Party**"), the City shall have the option to either (a) cure such unsatisfactory condition(s) within ten (10) days of receiving notice thereof

from the Objecting Party; or (b) terminate this Agreement, in which case the Title Company shall return all things of value to the depositing party, and, except for those obligations which are stated or intended to survive termination, the Parties shall have no further obligations hereunder. If the City elects to cure the unsatisfactory condition(s) and fails to do so to McDonald Farms' satisfaction within the applicable time period, McDonald Farms may make the election in the manner set forth in Section 6(c) above.

Section 9. Closing. The date of Closing for the City Parcel shall be as agreed upon by the Parties, pursuant to the conditions precedent below and except as may be extended as allowed herein, no later than April 5, 2019. The City shall receive the McDonald Farms deed at Closing in escrow, all as in the Contract for Transfer of McDonald Farms Parcel.

Section 10. Conditions Precedent to City Parcel Closing and the McDonald Farms Closing.

(a) City Parcel Closing. The City must demolish the existing structure on the City Parcel. The scope of the demolition shall be shared by the City with McDonald Farms, but generally includes only the demolition of the building located on the City Parcel.

(b) Any encumbrances required to be paid on City Parcel shall be paid by the City before Closing.

(c) The City shall pay the closing costs at each Closing.

(d) General taxes and assessments for the year of closing and the most recent rents, water, sewer, other utility charges and any other customary items shall be prorated to the dates of Closing and shall be paid by the City at or before Closing.

(e) The closing fee charged by the Title Company shall be paid by the City.

(f) Each Party hereto represents to the other Party that:

- i. It has the requisite power and authority to execute and deliver this Agreement and the related documents to which such Party is a signatory;
- ii. The execution and delivery of this Agreement by such Party has been duly authorized by all requisite action(s) and creates valid and binding obligations of such Party, enforceable in accordance with its terms subject to the effect of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing, the possible unavailability of specific performance or injunctive relief,

regardless of whether considered in a proceeding in equity or at law, and subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors;

- iii. To the actual knowledge of (a) the Director; and (b) Seller: neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental authority or conflict with, result in a breach of, or constitute a default under any contract, lease, license instrument or other arrangement to which such Party is bound;
- iv. It is authorized to execute this Agreement on behalf of its officers, directors, representatives, employees, subsidiaries, affiliates, members/shareholders, agents, trustees, beneficiaries, attorneys, insurers, successors, predecessors and assigns. Each person who signs this Agreement in a representative capacity represents that he or she is duly authorized to do so;
- v. It has not sold, assigned, granted or transferred to any other person, natural or corporate, any chose in action, demand or cause of action encompassed by this Agreement; and
- vi. IT IS FREELY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT UNCOERCED BY ANY OTHER PERSON AND THAT IT HAS READ THIS AGREEMENT AND HAS BEEN AFFORDED THE OPPORTUNITY TO OBTAIN THE ADVICE OF LEGAL COUNSEL OF ITS CHOICE WITH REGARD TO THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTANDS THE SAME.]

Section 11. Transfer of Title. Subject to (i) tender of the deed at Closing as provided herein; and (ii) compliance with the other terms and provisions hereof, with both properties to be conveyed free and clear of all taxes except the general taxes for the year of closing which are not delinquent, if any, and free and clear of all liens and encumbrances which have not been approved by McDonald Farms, including liens for the Improvements, except (a) those matters accepted by McDonald Farms as provided herein (including without limitation, those matters reflected in the Title Documents and accepted by McDonald Farms in accordance with Section 11 above); (b) matters not shown by the public records of which the McDonald Farms' authorized representative has actual knowledge and which were accepted by McDonald Farms as provided herein; and (c) inclusion of the property within any special taxing district, if any, and

subject to building and zoning regulation.

Section 12. Time is of the Essence/Remedies: It is understood and agreed between the Parties that time is of the essence hereof, and all the agreements herein contained shall be binding upon and for the benefit of each Party's successors and assigns. If any payment due in accordance with this Agreement is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) If the City Is in Default. McDonald Farms may treat this Agreement as canceled, in which case all payments and things of value received hereunder shall be returned and both Parties shall thereafter be released from all obligations hereunder.

(b) If McDonald Farms is in Default. The City may elect to treat this Agreement as canceled, in which case all payments and things of value received hereunder shall be returned and both Parties shall thereafter be released from all obligations hereunder. Except as otherwise provided herein, the City, at its sole option, may elect to treat this Agreement as being in full force and effect and the City shall have the right to specific performance.

(c) Costs and Expenses. Anything to the contrary herein notwithstanding, in the event of any litigation or arbitration arising out of this Agreement, the court may award to the prevailing Party all reasonable costs and expenses, including attorneys' fees.

Section 13. Termination. If this Agreement is terminated without a default by either Party, all payments and things of value received hereunder shall be returned and the Parties shall be relieved of all further obligations hereunder.

Section 14. Authority to Execute/Assignment. The Parties represent that the individuals who have affixed their signatures hereto have all necessary and sufficient authority to bind the respective Parties and that appropriate processes to obtain approval have been accomplished. The Parties acknowledge that McDonald Farms may assign this Agreement to a bona fide purchaser. The purchaser shall be bound by all terms and conditions of this Agreement.

Section 15. Cooperation of the Parties. In the event that any third party brings an action against the City or McDonald Farms regarding the validity or operation of this Agreement, both Parties will reasonably cooperate, at no additional cost to McDonald Farms, in any such litigation. The City shall reimburse McDonald Farms for all its legal costs, whether or

not McDonald Farms is named as a party by such third party.

Section 16. Severability. The promises and covenants contained herein are several in nature. Should any one or more of the provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provision of this Agreement.

Section 17. No Discrimination in Employment. In connection with the performance of work under this Agreement, McDonald Farms agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color religion, national origin, gender, age military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

Section 18. When Rights and Remedies Not Waived. In no event shall any performance hereunder constitute or be construed to be a waiver by any Party of any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any such breach of default exists shall in no way impair or prejudice any right of remedy available with respect to such breach of default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Agreement shall be deemed or taken to be a waiver or any other default or breach.

Section 19. Subject to Local Laws; Venue. Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the Charter and Ordinances of the City and County of Denver, and regulations enacted pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

Section 20. Notices. Any notice required or permitted under the terms of this Agreement shall be in writing, may be given by the parties hereto or such parties' respective legal counsel, and shall be deemed given and received (i) when hand delivered to the intended recipient, by whatever means; (ii) three (3) business days after the same is deposited in the United States mail, with adequate postage prepaid, and sent by registered or certified mail, with return receipt requested; (iii) one (1) business day after the same is deposited with an overnight

courier service of national or international reputation having a delivery area encompassing the address of the intended receipt, with the delivery charges prepaid; or (iv) when received via facsimile on the intended recipient's facsimile facilities accessed by the applicable telephone number set forth below (provided such facsimile delivery and receipt is confirmed on the facsimile facilities of the noticing party). Any notice under clause (i), (ii) or (iii) above shall be delivered or mailed, as the case may be, to the appropriate address set forth below:

If to City:

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

With copies to:

Denver City Attorney
Denver City Attorney's Office
1437 Bannock Street, Room 353
Denver, Colorado 80202

Director of Real Estate
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

If to McDonald Farms

McDonald Farms Enterprises, Inc.
Attn: Randy McDonald
7440 E. I-25 Frontage Road
Frederick, Colorado 80530

Section 21. Agreement as Complete Integration; Amendments. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the Parties.

Section 22. Colorado Law. This Agreement is made, shall be deemed to be made, and shall be construed in accordance with laws of the State of Colorado.

Section 23. Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

Section 24. Third-Party Beneficiary. It is the intent of the Parties that no third-party beneficiary interest is created in this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

Section 25. Counterparts. This Agreement shall be executed in at least two (2) counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document.

Section 26. Reasonableness of Consent or Approval. Whenever under this Agreement “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, as well as business and economic considerations.

Section 27. No Personal Liability. No elected official, director, officer, agent or employee of the City shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

Section 28. Conflict of Interest by City Officer. McDonald Farms represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

Section 29. Right to Extend Time for Performance. The Parties agree that any time for performance of any term or condition hereunder may be extended for up to three (3) additional thirty (30) day periods by a letter signed by the Director and an authorized representative of McDonald Farms. All other amendments to this Agreement must be fully executed by the City and McDonald Farms.

Section 30. Merger. The Parties intend that the terms of this Agreement shall survive

closing and shall not be merged into the deeds conveying the properties.

Section 37. Electronic Signatures and Electronic Records. McDonald Farms consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Section 38. No Broker's Fees. Neither Party expects to pay any real estate broker's commissions or fees in connection with the McDonald Farms Parcel and City Parcel.

Remainder of page intentionally blank.

Exhibit A Legal Description of the City Parcel (5300 Franklin)
Exhibit B Form of Quitclaim Deed from City to McDonald Farms

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number:

FINAN-201947520-00

Contractor Name:

McDonald Farms Enterprises, Inc.

By: R. Z. Mall

By: Majorie R. McDonald

Name: R. L. McDonald
(please print)

Name: Majorie R. McDonald
(please print)

Title: G.M.
(please print)

Title: OWNER
(please print)

By: Douglas Lee McDonald

Name: Douglas Lee McDonald
(please print)

Title: OWNER
(please print)



EXHIBIT B

QUITCLAIM DEED
(5300 Franklin Street)

THE CITY AND COUNTY OF DENVER, a Colorado municipal corporation and home rule city (“Grantor”), whose address is 1437 Bannock Street, Denver, Colorado 80202, for the consideration of _____ **DOLLARS AND ZERO CENTS (\$00.00)**, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby sells and quitclaims to _____ (“Grantee”), whose address is _____, Denver, Colorado, any interest it may have in the following real property in the City and County of Denver, State of Colorado, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE**

SIGNED this _____ day of _____, 2019.

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
Debra Johnson,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By: _____
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

Kristin M. Bronson, Attorney for
the City and County of Denver

By: _____
Assistant City Attorney

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Michael B. Hancock, Mayor of the City and County of Denver.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, LYING PARTLY IN ADAMS COUNTY AND PARTLY IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 291.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 58.64 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 15.00 FEET EAST OF THE EXISTING CENTERLINE OF THE STOCKYARDS BRANCH RAILROAD TRACK OF THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY; THENCE NORTHERLY AND PARALLEL WITH SAID RAIL TRACK NORTH 00 DEGREES 18 MINUTES 56 SECONDS EAST, A DISTANCE OF 227.65 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 24 DEGREES 36 MINUTES 09 SECONDS, A RADIUS OF 1511.49 FEET, AN ARC LENGTH OF 649.03 FEET WHOSE CHORD BEARS NORTH 12 DEGREES 37 MINUTES 00 SECONDS EAST, A DISTANCE OF 644.05 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 32.58 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 14 DEGREES 32 MINUTES 03 SECONDS, A RADIUS OF 1382.69 FEET AND WHOSE CHORD BEARS SOUTH 17 DEGREES 28 MINUTES 37 SECONDS WEST, A DISTANCE OF 349.80 FEET, AN ARC LENGTH OF 350.74 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 16.31 FEET; THENCE SOUTH 07 DEGREES 08 MINUTES 52 SECONDS WEST, A DISTANCE OF 254.92 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 00 DEGREES 45 MINUTES 36 SECONDS WEST, A DISTANCE OF 269.69 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, A DISTANCE OF 33.86 FEET TO THE POINT OF BEGINNING.