

PURCHASE AND SALE AGREEMENT
(2100 31st Street)

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) made and entered into as of the Effective Date set forth below, by and between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“Purchaser”), and **BELLE HAVEN REALTY CO.**, a California corporation whose address is 1690 Woodside Road, Suite 120, Redwood City, California 94061 (“Seller”).

RECITALS:

A. **WHEREAS**, Seller owns certain real property in City and County of Denver, State of Colorado;

B. **WHEREAS**, subject to the terms of the Agreement, Seller agrees to sell and Purchaser agrees to purchase the property for essential Purchaser functions, and other related improvements and appurtenances as described; and

C. **WHEREAS**, Purchaser intends to purchase the Property with proceeds generated by a sale leaseback transaction with a yet to be determined trustee.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth herein, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **SUBJECT PROPERTY**. Subject to the terms of the Agreement, Purchaser shall purchase and the Seller shall sell the real property generally located at 2100 31st Street, Denver, Colorado, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, together with (i) all buildings, fixtures and improvements on the property and any and all personal property for maintenance of the property owned by Seller as more fully described in paragraph 6(b) below and depicted on **Exhibit B**, attached hereto and incorporated herein by this reference; (ii) all easements, rights of way and vacated roads, streets and alleys appurtenant to the property; (iii) vacant land; and (iv) all of Seller’s right, title and interest in and to all utility taps, licenses, permits, contract rights, and warranties and guarantees associated with the property (collectively “Property”).

2. **PURCHASE PRICE AND EARNEST MONEY DEPOSIT**.

a. **Purchase Price**. The total purchase price for the Property to be paid by Purchaser at Closing, as defined in paragraph 8 below, is **FIVE MILLION THREE HUNDRED THIRTY EIGHT THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$5,338,820.00)** (“Purchase Price”), which may be paid by cash, check, wire transfer or other good funds.

b. **Earnest Money Deposit**. By no later than ten (10) days after the Effective Date, Purchaser shall deposit **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)** (“Earnest Money”) in to an escrow account held by Land Title Guarantee Company, Attention: Tom Blake (“Title Company”). If Purchaser elects to proceed to Closing

and the Closing occurs, the Earnest Money shall be applied to the Purchase Price. If Purchaser elects not to close due to Seller's failure to cure any defects or conditions objected to and not waived by Purchaser in the manner and within the deadlines set forth in Section 7 below or because of Seller's default hereunder as provided for in this Agreement, the Earnest Money, and any interest accrued thereon, shall be returned to Purchaser within (7) days.

3. **ENVIRONMENTAL CONDITION.**

a. Environmental Information. By the timeframe set forth in paragraph 7(a), Seller shall disclose, in writing, to Purchaser all information Seller has in its custody regarding any environmental contamination (including asbestos-contaminated soils) or the presence of any hazardous or toxic substances on, under, or about the Property. In the event Seller acquires any additional information regarding environmental contamination, it has the ongoing duty to provide such information to Purchaser up to the time of Closing, and will do so within five (5) days of the receipt of such additional information. For purposes of the Agreement: "hazardous substances" means all substances listed pursuant to regulation and promulgated under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C., § 9601 *et seq.*, or applicable state law, and any other applicable federal or state laws now in force or hereafter enacted relating to hazardous waste disposal; provided, however, that the term hazardous substance also includes "hazardous waste" and "petroleum" as defined in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.* §6991(1). The term "toxic substances" means and includes any materials present on the Property that are subject to regulation under the Toxic Substance Control Act ("TSCA"), 15 U. S. C. § 2601 *et seq.*, applicable state law, or any other applicable federal or state law now in force or later enacted relating to toxic substances. The term "toxic substances" includes, but is not limited to, asbestos, polychlorinated biphenyls (PCB's), and lead-based paints.

b. Environmental Review. Purchaser, at its sole option and expense, may conduct or cause to be conducted environmental audits and perform other environmental tests on the Property to identify any existing or potential environmental problems located in, on, or under the Property, including but not limited to, the presence of Hazardous Waste, Hazardous Substances or Toxic Substances. Purchaser acknowledges that Seller has leased the Property to Federal Express Corporation ("Tenant") and that Seller therefore does not have current possession or control over the Property. Seller and Purchaser agree to cooperate by providing advance written notice to Tenant for Purchaser and any of its employees and consultants to obtain access to the Property to perform such non-invasive audits and tests. To the extent Purchaser determines that any invasive testing is required, Seller agrees, subject to prior written notice to Tenant and Tenant consent, to allow Purchaser to conduct such testing, and Purchaser agrees to repair any damage caused by such testing and to restore the Property as nearly as possible to its prior condition. Notwithstanding the foregoing, if Tenant does not grant Purchaser access to the Property to conduct its physical inspection of the Property using any methods of testing required by Purchaser, in its sole discretion, then the deadline for Purchaser's objection notice set forth in paragraph 7(b) shall extend until thirty (30) days after Tenant has vacated the Property.

c. Notice of Unacceptable Environmental Conditions, Cure, Purchaser Election. By the deadline set forth in paragraph 7(b), Purchaser shall give notice to Seller of any unacceptable environmental condition relating to the Property. Seller may elect, at Seller's sole cost and expense, to cure such unacceptable environmental conditions by the deadline set forth in paragraph 7(c) to Purchaser's satisfaction. In the event Seller declines to cure the unacceptable

environmental conditions or fails to respond to Purchaser's notice thereof by the date set forth in paragraph 7(c), Purchaser, in its sole discretion, may elect to waive such unacceptable conditions and proceed to Closing by the deadline set forth in paragraph 7(d) or treat the Agreement as terminated with no further obligation on the part of either party. Purchaser's failure to provide written notice of termination by the date set forth in paragraph 7(d) will constitute election by Purchaser to waive any unacceptable conditions and proceed to Closing.

4. **INSPECTION/SURVEY.** The Purchaser has the right to inspect the physical condition of the Property, subject to advance written notice to and the consent of Tenant. Seller, at its sole cost and expense, shall provide to Purchaser an existing ALTA survey of the Property and provide such survey to Purchaser in accordance with the schedule set forth in paragraph 7(a) below. Seller shall also provide Purchaser with the Building Inspection Report in its possession and all RTD Agreements on an ongoing basis until the Closing. This right to inspect is in addition to the right of Purchaser to obtain an environmental audit. The Purchaser shall give notice of any unacceptable physical or survey condition of the Property to Seller by the deadline set forth in paragraph 7(b). Seller may elect, at Seller's sole cost and expense, to cure such unacceptable physical or survey condition by the deadline in paragraph 7(c) to Purchaser's satisfaction. In the event Seller declines or is unable to cure the unacceptable physical or survey conditions or fails to respond to Purchaser's notice thereof by the date set forth in paragraph 7(c), Purchaser, at its sole discretion, may elect to waive such unacceptable physical or survey condition by the date set forth in paragraph 7(d) and proceed to Closing by the deadline set forth in paragraph 7(d) or treat the Agreement as terminated with no further obligation on the part of either party. Purchaser's failure to provide written notice of termination by the date set forth in paragraph 7(d) will constitute election by Purchaser to waive any unacceptable conditions and proceed to Closing. Subject to Purchaser providing advance written notice to, and obtaining the consent of, Tenant, Seller hereby grants Purchaser and any of its employees and consultants access to the Property to perform such inspections of the Property.

5. **TITLE.**

a. **Title Review.** Within ten (10) business days after execution of this Agreement by Seller, Seller, at Seller's expense, shall provide Purchaser a current commitment for ALTA Form B Seller's Title Insurance Policy for the Property from the Title Company. The title insurance commitment and all copies or abstracts of instruments or documents identified in the commitment shall constitute the title documents ("Title Documents"). The Purchaser has the right to inspect the Title Documents.

b. **Matters Not Shown by the Public Records.** By the deadline set forth in paragraph 7(a), Seller shall deliver to Purchaser complete and accurate copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose, in writing, to Purchaser all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge.

c. **Notice of Unacceptable Condition, Cure, and Purchaser Elections.** The Purchaser shall give notice of any unacceptable condition of title to Seller by the deadline set forth in paragraph 7(b). At Seller's sole cost and expense, Seller shall cure such unacceptable conditions by the date in paragraph 7(c) to Purchaser's satisfaction. In the event Seller declines to cure such unacceptable conditions or fails to respond to Purchaser's notice thereof by the date in paragraph 7(c), Purchaser in its sole discretion and by the date set forth in paragraph 7(d), may elect to

waive such unacceptable conditions and proceed to Closing or treat the Agreement as terminated with no further obligation on the part of either party. Purchaser's failure to provide written notice of termination by the date set forth in paragraph 7(d) will constitute election by Purchaser to waive any unacceptable conditions and proceed to Closing.

6. **CLOSING PRE-CONDITIONS.** Seller shall fully cooperate with Purchaser to do all things necessary, including execute reasonable and customary affidavits as necessary and provide adequate assurances necessary for removal of the standard exceptions for defects, liens, mechanic's liens, tax or assessment liens, title insurance, encumbrances, encroachments, prescriptive easements, adverse claims, or similar matters, regarding such matters. Seller's obligation to execute reasonable and customary affidavits, provide adequate assurances for the removal of the standard exceptions from the title insurance policy to be issued are conditions precedent to Purchaser's obligation to purchase the Property. If Seller does not provide the adequate assurances by the date in paragraph 7(d), Purchaser may elect to waive the failure to provide the adequate assurances and proceed to Closing or treat the Agreement as terminated with no further obligation on the part of either party. Purchaser's failure to provide written notice of termination by the date set forth in paragraph 7(d) will constitute election by Purchaser to waive any unacceptable conditions and proceed to Closing.

a. **City Council Approval.** This Agreement is contingent upon approval by the Denver City Council of the Agreement on or before February 1, 2015.

b. **Building Improvements.** As a condition precedent to Closing, Seller shall complete all of the improvements to the Property as specifically set forth on **Exhibit B** ("Building Improvements Exhibit"). Seller and Purchaser agree that the Grey Wolf Architecture drawings depicted on **Exhibit B** are finalized plans and any changes to such plans shall be made by mutual written agreement between Seller and Purchaser's Director of Real Estate. The CMC Group, Inc. documents are bids and not final documents and are subject to revision. Further as a condition to Closing, Seller shall obtain one of the following from the City and County of Denver Building Department reflecting that all of the inspections for set forth on the Building Improvements Exhibit are complete: 1) an updated Certificate of Occupancy; 2) a Letter of Compliance or Completion; or evidence of one or more closed out building permit(s) for the building.

c. **Approval from Regional Transportation District.** As a condition precedent to Closing, Seller shall provide Purchaser with written evidence from the Regional Transportation District ("RTD") that RTD's condemnation process with respect to the Property is complete and a statement/certification of substantial completion by RTD of Seller's obligations under the Memorandum of Agreement (Regional Transportation District) between RTD and Seller, dated June 20, 2014, as amended from time to time ("Condemnation Process"). Notwithstanding the foregoing, in the event that Seller is unable to provide written evidence to Purchaser from RTD in the method described above in this paragraph, then Seller agrees to defend, indemnify, and hold harmless Purchaser, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for contractual damages and damages to persons or property arising out of, resulting from, or relating to the Condemnation Process so long as Purchaser provides written notice of any such indemnification obligation within one (1) year of the Closing.

7. **SCHEDULE**

a. **Seller's Disclosure.** Seller shall deliver any documents and make the disclosures required by this Agreement, including paragraphs 3(a) and 5(b), no later than 5 p.m. local time ten (10) days from execution of the Agreement by Seller.

b. **Purchaser's Objection Notice.** The Purchaser shall notify Seller in writing of any unacceptable environmental, physical, survey, title conditions and all other unacceptable matters as specified in this Agreement by 5 p.m. local time, January 16, 2015, or a date mutually agreed to in writing by Seller and Purchaser's Director of Real Estate.

c. **Seller's Cure.** Seller shall have until no later than 5 p.m. local time ten (10) days from the date of receipt of Purchaser's objection notice to cure all the unacceptable conditions set forth in the objection notice set forth in paragraph 7(b) above, except that to the extent any such unacceptable condition could not, with the exercise of reasonable diligence, be completed by such time and Seller exercises reasonable diligence in attempting to cure the same, the cure period will be extended for a reasonable period of time based on the circumstances of such unacceptable condition.

d. **Purchaser's Election.** The Purchaser shall elect, in writing, to waive any uncured objections and proceed to Closing or to terminate the Agreement by the deadline to cure established in paragraph 7(c) above. Purchaser's failure to provide written notice of termination by the date set forth in paragraph 7(c) above will constitute election by Purchaser to waive any unacceptable conditions and proceed to Closing. If Purchaser elects to proceed to Closing by the date established in paragraph 7(c) or fails to provide written notice of termination, the Earnest Money shall be nonrefundable if for any reason Purchaser does not close on the purchase of the Property.

8. **DATE OF CLOSING.** The date of closing will be on a date, time and place mutually agreed upon by the Parties, but no later than August 31, 2015, provided, however, that the closing date may be changed by written mutual agreement between Purchaser's Director of the Division of Real Estate and Seller ("Closing").

9. **TRANSFER OF TITLE.** Subject to tender of the Purchase Price at Closing and compliance with the other terms and provisions of the Agreement, Seller shall execute and deliver a Special Warranty Deed in substantially the form set forth as **Exhibit C**, attached hereto and incorporated herein by this reference ("Deed") to Purchaser at Closing conveying the Property free and clear of all taxes (with proration as provided herein) and free and clear of all liens and encumbrances, except: (i) those matters accepted by Purchaser in accordance with the provisions in the Agreement; (ii) those rights, if any, of third parties in the Property not shown by the public records accepted by Purchaser in accordance with the Agreement; and (iii) subject to applicable building and zoning regulations.

10. **POSSESSION.** Possession of the Property shall be delivered to Purchaser at Closing.

11. **REPRESENTATIONS.** Seller warrants and represents to the best of Seller's actual knowledge that at the time of conveyance except as otherwise disclosed to Purchaser in writing:

- a. Seller is the owner of the Property; and
- b. There are no other parties in possession and Purchaser shall have possession as of Closing or as otherwise agreed to herein; and
- c. There are no other known parties of interest, including leasehold interests, in the Property; and
- d. There is no known condition existing with respect to the Property or its operation, that with Seller's actual knowledge violates any law, rule regulation, code or ruling of the local jurisdiction, the State of Colorado, the United States, or any agency or court thereof; and
- e. Seller has no actual knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property; and
- f. Except for the Regional Transportation District (RTD) condemnation action previously disclosed to Purchaser, there is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person actually known to Seller against or otherwise affecting the Property, nor does Seller have actual knowledge of any grounds for any such litigation, proceeding or investigations; and
- g. To the best of the Seller's actual knowledge, each and every document, schedule, item, and other information delivered or to be delivered by the Seller to Purchaser or made available to Purchaser for inspection under the Agreement is complete; and
- h. To the best of the Seller's actual knowledge, Seller has provided Purchaser with a copy of all current or ongoing leases or rental and all other agreements and documents not shown in the real property records relating to the Property, or to any part thereof; and
- i. To the best of Seller's Actual knowledge, Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to the Purchase Price as compensation for the same; and
- j. To the best of Seller's actual knowledge, Seller has notified Purchaser of all claims of possession not shown by record, as to any part of the Property; and
- k. With respect to environmental matters, Seller states that it has never been in actual possession of the Property from the date of Seller's acquisition of the same, Seller is an out-of-state owner of the Property and except as previously disclosed herein or otherwise disclosed to Purchaser, to the best of Seller's actual knowledge:
 - (i) No part of the Property has ever been used as a landfill by Seller; and
 - (ii) Seller has no reason to believe or suspect and has no actual knowledge of the presence of asbestos-contaminated soils existing within the Property; and
 - (iii) Seller has no actual knowledge or information that the Property is or may be contaminated with any hazardous or toxic substances; and

(iv) Seller has not caused and will not cause, and to the best of the Seller's actual knowledge, there never has occurred, the release of any hazardous or toxic substances on the Property; and

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

(vi) Seller has no actual knowledge or information as to any storage tanks on or beneath the Property other than the obvious automotive above-surface storage tanks and fixtures utilized by Tenant in its automotive maintenance area; and

By selling the Property, Seller does not transfer, nor is it released from, any liability for the cleanup, removal, or remediation of any hazardous or toxic substances from the Property or any liability, cost, or expense for the oversight, management, and removal of any asbestos (including asbestos-contaminated soils) or underground storage tank from the Property, to the extent such liability may exist under federal, state, or local law.

12. **PAYMENT OF ENCUMBRANCES.** Seller is responsible for paying all monetary encumbrances at or before Closing from the proceeds of this transaction or from any other source.

13. **CLOSING COSTS, DOCUMENTS AND SERVICES.** Fees for real estate closing services shall be paid at Closing by the Seller and Purchaser as follows: The Seller shall pay for (i) a standard coverage owner's policy of title insurance with deletion of standard exceptions, (ii) one-half (1/2) of all escrow fees and closing fees, and (iii) all prorated items to the date of Closing. The Purchaser shall pay for (i) all transfer taxes, state deed fees, recording fees, and documentary fees, (ii) one-half (1/2) of all escrow fees and closing fees; and (iii) any title endorsement required by Purchaser. The Purchaser and Seller shall sign and complete all customary or required documents at or before Closing.

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

15. **TIME IS OF THE ESSENCE/REMEDIES.** Time is of the essence. All the agreements and representations set forth in the Agreement shall be binding upon and for the benefit of each party's successors and assigns. If any payment due in accordance with the Agreement is not paid, honored or tendered when due, or if any other obligation under the Agreement is not performed or waived as provided in the Agreement, there shall be the following remedies:

a. **If Purchaser Is In Default.** The Seller may elect to (i) treat the Agreement as canceled and the Parties shall thereafter be released from all obligations under the Agreement and Seller shall be entitled to retain all nonrefundable Earnest Money earned up to the point of default or (ii) treat the Agreement as being in full force and effect and seek specific performance or damages, including delay damages and attorney fees, or both, or any other legal or equitable remedy.

b. If Seller Is In Default. The Purchaser may elect to (i) treat the Agreement as canceled, in which case all payments and things of value received under the Agreement shall be returned and the Parties shall thereafter be released from all obligations under the Agreement or (ii) treat the Agreement as being in full force and effect and seek specific performance or damages, including delay damages and attorney fees, or both, or any other legal or equitable remedy.

16. **TERMINATION**. If the Agreement is terminated by Purchaser in accordance with the provisions of Paragraphs 3(c), 5(c) or 7(d), all payments and things of value received under the Agreement shall be returned as required herein and the Parties shall be relieved of all further obligations under the Agreement.

17. **AUTHORITY TO EXECUTE**. Seller represents that the persons who have executed the Agreement have all necessary and sufficient authority to bind Seller. Purchaser represents that the persons who have executed this Agreement have all necessary and sufficient authority to bind Purchaser.

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

19. **BROKER'S FEES**. Purchaser and Seller represent and warrant to each other that except as to McLin Commercial, which is the Purchaser's broker, and Trevor Brown of Cassidy Turley Commercial Real Estate Services, which is Seller's broker, neither Party has employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction. Seller shall pay a commission in the amount of 2.5% of the Purchase Price to McLin Commercial at Closing.

20. **SEVERABILITY**. The promises and covenants contained in the Agreement are several in nature. Should any one or more of the provisions of the Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of the Agreement.

21. **NO DISCRIMINATION IN EMPLOYMENT**. In connection with the performance duties under the Agreement, the Seller 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 variance, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts relating to the Agreement.

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

23. **SUBJECT TO LOCAL LAWS; VENUE.** The Agreement is subject to and is to be construed in accordance with the laws of the local jurisdiction and the State of Colorado, including all ordinances, rules and regulations enacted or promulgated pursuant to these state and local provisions. The aforementioned provisions are incorporated into the Agreement by this reference. Venue for any action arising out of the Agreement is in the District Court of the jurisdiction where the property is located.

24. **NOTICES.** All notices provided for herein must be in writing and be personally delivered, sent via facsimile, electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, if to the Seller at the address first listed above and if to Purchaser at the addresses or facsimile numbers given below. Notices delivered personally or sent electronically or by facsimile are effective when sent. Notices sent by certified or registered mail are effective upon receipt. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to Purchaser:

Jeffrey J. Steinberg
Director of Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
Email: jeffrey.steinberg@denvergov.org
Facsimile: 720-865-7585

and

City Attorney's Office
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202
Attn: Brent A. Eisen, Assistant City Attorney
Email: brent.eisen@denvergov.org

With copies of termination and similar notices to:

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

If to Seller:

Belle Haven Realty Co.
1690 Woodside Road, Suite 120
Redwood City, California 94061
Attn: Joe Greenbach and Ken Tehaney
Email: Bellehav@pacbell.net

With a copy to:

Cassidy Turley Commercial Real Estate Services

1515 Arapahoe Street, Suite 1200
Denver, Colorado 80202
Attn: Trevor Brown
Email: trevor.brown@cassidyurley.com

and

Kenneth K. Skogg
Lowe, Fell & Skogg, LLC
1099 18th Street, Suite 2950
Denver, Colorado 80202

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

25. **RIGHT TO ALTER TIME FOR PERFORMANCE.** The Parties may alter any time for performance set forth in the Agreement by a letter signed by Purchaser's Director of the Division of Real Estate and an authorized representative of Seller.

26. **AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS.** The Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment to the agreement will have any force or effect whatsoever, unless embodied in writing in the Agreement. Except as expressly provided for in the Agreement, no subsequent notation, renewal, addition, deletion, or other amendment to the Agreement shall have any force or effect unless embodied in a written amendatory or other agreement executed by the Parties.

27. **THIRD-PARTY BENEFICIARY.** It is the intent of the Parties that no third party beneficiary interest is created in the Agreement except for an assignment pursuant to the Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives that would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of the Agreement.

28. **APPROPRIATION BY CITY COUNCIL.** All obligations of Purchaser under and pursuant to the Agreement are subject to prior appropriations of monies expressly made by Purchaser Council for the purposes of the Agreement and paid into the Treasury of Purchaser, which are to be made no later than February 13, 2015.

29. **REASONABLENESS OF CONSENT OR APPROVAL.** Whenever under the Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of either party, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

30. **NO PERSONAL LIABILITY.** No elected official, director, officer, agent or employee of Purchaser nor any director, officer, employee, agent or personal representative of Seller shall be charged personally or held contractually liable by or to the other party under any term or provision of the Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of the Agreement.

31. **CONFLICT OF INTEREST BY CITY OFFICER.** Seller represents that to the best of Seller's information and belief no officer or employee of Purchaser is either directly or indirectly a party to or in any manner interested in the Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

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

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

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

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

c. "Seller" means "Sellers" when more than one person or entity is identified as an owner in the Agreement and each associated verb is to be read as singular or plural as appropriate.

d. The words "party" and "Parties" refer only to a named party to the Agreement.

e. Unless otherwise specified, any reference to a law, statute, regulation, charter or code provision, or ordinance means that statute, regulation, charter or code provision, or ordinance as amended or supplemented from time to time and any corresponding provisions of successor statutes, regulations, charter or code provisions, or ordinances.

34. **ASSIGNMENT.** Seller understands and agrees that it may not assign any of its rights, benefits, obligations, or duties under the Agreement without Purchaser's Director of the Division of Real Estate's prior written approval.

35. **PURCHASER EXECUTION OF AGREEMENT.** The Agreement is subject to, and will not become effective or binding on Purchaser until full execution by all required signatories of Purchaser.

36. **COUNTERPARTS.** The Agreement may be executed in counterparts, each of which is an original and together constitute the same document.

37. **EFFECTIVE DATE.** The effective date shall be the date upon which all parties have signed this Agreement, as set forth on Purchaser's signature page below upon execution by the Mayor of the City and County of Denver, which must occur on or before March 1, 2015.

38. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Seller consents to the use of electronic signatures by Purchaser. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Purchaser in the manner specified by Purchaser. 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

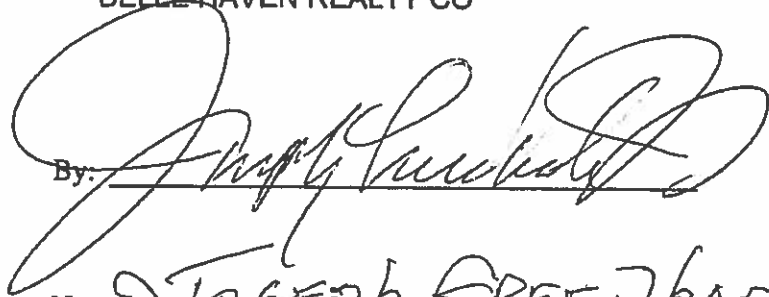
its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the Parties have executed and affixed their seals, if any, at Denver, Colorado as of the Effective Date.

Signatures on following pages.

Contract Control Number: FINAN-201419298-00

Contractor Name: BELLE HAVEN REALTY CO

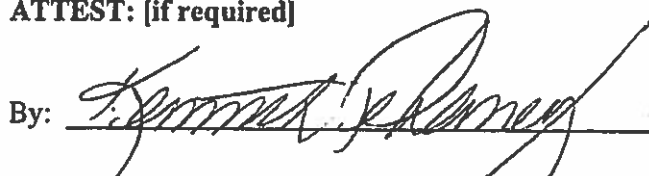
By: 

Name: JOSEPH GREENBACH, JR.
(please print)

Title: PRESIDENT
(please print)

DEC 23 2014

ATTEST: [if required]

By: 

Name: KENNETH DEHANEY
(please print)

Title: SECRETARY
(please print)

DEC 23 2014



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 _____



EXHIBIT A

(Legal Description of Property)

2100 31st Street – Legal Description

PARCEL 1

THAT PART OF THE NORTH HALF OF SECTION 27 AND THE SOUTH HALF OF SECTION 22, T3S, R68W OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE N89°56'26"E, ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 27, A DISTANCE OF 72.65 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 31ST STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE S45°04'17"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 73.73 FEET TO THE NORTHERLY CORNER OF THAT 50 FOOT INGRESS AND EGRESS EASEMENT OWNED BY THE REGIONAL TRANSPORTATION DISTRICT RECORDED AT RECEPTION NO. 89-11487; THENCE S45°22'00"W, ALONG THE NORTHWESTERLY LINE OF SAID EASEMENT, A DISTANCE OF 465.01 FEET; THENCE N45°04'17"W, A DISTANCE OF 350.01 FEET TO THE SOUTHEASTERLY LINE OF THE BURLINGTON NORTHERN INC. RAILROAD RIGHT-OF-WAY; THENCE N45°22'00"E, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 465.01 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID 31ST STREET; THENCE S45°04'17"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 276.28 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE REGIONAL TRANSPORTATION DISTRICT AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2014104281 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE:

PARCEL NO. NM-5-REV2

PARCEL NO. NM-5-REV2 OF THE RTD NORTH METRO CORRIDOR COMMUTER RAIL PROJECT, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN RECEPTION NO. 2007136016, RECORDED SEPTEMBER 01, 2007 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, AND THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22 (A FOUND 3-1/4" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS INC T3S R68W 1/4 S22 S27 2007 PLS 33204"), WHENCE THE SOUTHEAST CORNER OF SAID SECTION 22 (A FOUND 6" X 6" STONE W/ "+" CUT ON TOP) BEARS N89°58'40"E A DISTANCE OF 2645.60 FEET (BASIS OF BEARING - ASSUMED); THENCE N22°31'29"W A DISTANCE OF 133.82 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT OF LAND, BEING THE POINT OF BEGINNING;

THENCE S44°54'07"W A DISTANCE OF 465.11 FEET TO THE SOUTHWESTERLY LINE OF SAID TRACT

OF LAND;

THENCE THE FOLLOWING FIVE (5) COURSES COINCIDENT WITH SAID SOUTHWESTERLY LINE AND THE NORTHWESTERLY AND NORTHEASTERLY LINES OF SAID TRACT OF LAND:

- 1) N45°06'40"W A DISTANCE OF 104.88 FEET TO THE MOST WESTERLY CORNER OF SAID TRACT OF LAND;
- 2) N45°22'16"E A DISTANCE OF 465.15 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT OF LAND;
- 3) S45°06'09"E A DISTANCE OF 24.00 FEET;
- 4) ALONG THE ARC OF A CURVE TO THE LEFT, NON-TANGENT WITH THE LAST DESCRIBED COURSE HAVING A CENTRAL ANGLE OF 60°40'04", A RADIUS OF 46.50 FEET, A CHORD BEARING OF S45°06'09"E A DISTANCE OF 46.97 FEET, AND AN ARC DISTANCE OF 49.24 FEET;
- 5) S45°06'09"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 30.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 47,695 SQUARE FEET, (1.095 ACRES), MORE OR LESS.

PREPARED BY KENNETH CARLSON, PLS 24942

FOR AND ON BEHALF OF JACOBS ENGINEERING GROUP INC.

707 17TH STREET #2400, DENVER, CO 80202

PARCEL 2

THE EASEMENT RIGHTS AS CONTAINED IN GRANT OF EASEMENT (STORM WATER DRAINAGE) GRANTED BY CICO, LTD., A COLORADO LIMITED PARTNERSHIP, TO TRINITY PROPERTIES, INC., A CALIFORNIA CORPORATION, DATED MAY 9, 1994, AND RECORDED MAY 11, 1994 AT RECEPTION NO. 9400079035 OF THE REAL PROPERTY RECORDS OF THE CITY AND COUNTY OF DENVER, COLORADO, COVERING THE FOLLOWING DESCRIBED REAL PROPERTY:

A STRIP OF LAND 20.00 FEET IN WIDTH LOCATED IN THE NW1/4 OF SECTION 27, T3S, R68W OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, EXTENDING FROM A LINE THAT BEARS S45°04'17"E FROM THE TRUE POINT OF BEGINNING, SOUTHWESTERLY TO THE POINT OF TERMINATION, SAID STRIP OF LAND BEING 20.00 FEET ON THE SOUTHEASTERLY SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE N1/4 CORNER OF SAID SECTION 27; THENCE N89°56'26"E, 72.65 FEET ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 27 TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 31ST STREET IN THE CITY AND COUNTY OF DENVER, COLORADO; THENCE S45°04'17"E, 123.73 FEET ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID 31ST STREET; THENCE S45°22'00"W, 465.01 FEET; THENCE N45°04'17"W, 400.01 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD AND THE TRUE POINT OF BEGINNING. THENCE S45°22'00"W, 85.01 FEET ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE SAID BURLINGTON NORTHERN RAILROAD; THENCE S38°47'13"W, 270.00 FEET ALONG THE SOUTHEASTERLY RIGHT-OF-WAY

LINE OF THE BURLINGTON NORTHERN RAILROAD TO THE POINT OF TERMINATION.

PARCEL 3

THE EASEMENT RIGHTS AS CONTAINED IN GRANT OF EASEMENT (DRIVEWAY ACCESS) GRANTED BY CICO, LTD., A COLORADO LIMITED PARTNERSHIP, TO TRINITY PROPERTIES, INC., A CALIFORNIA CORPORATION, DATED MAY 9, 1994, AND RECORDED MAY 11, 1994 AT RECEPTION NO. 9400079034 AND RERECORDED JUNE 16, 1994 UNDER RECEPTION NO. 098531 OF THE REAL PROPERTY RECORDS OF THE CITY AND COUNTY OF DENVER, COLORADO, COVERING THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PART OF THE N1/2 OF SECTION 27 AND THE S1/2 OF SECTION 22, T3S, R68W OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N1/4 CORNER OF SAID SECTION 27; THENCE N89°56'26"E, ALONG THE NORTH LINE OF NE1/4 OF SAID SECTION 27, A DISTANCE OF 72.65 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 31ST STREET; THENCE S45°04'17"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 73.73 FEET TO THE NORTHERLY CORNER OF A 50.00 FOOT INGRESS AND EGRESS EASEMENT OWNED BY THE REGIONAL TRANSPORTATION DISTRICT, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING S45°04'17"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY, A DISTANCE OF 50.00 FEET TO THE EASTERLY CORNER OF SAID INGRESS AND EGRESS EASEMENT; THENCE S45°22'00"W, ALONG THE SOUTHEASTERLY LINE OF SAID EASEMENT, A DISTANCE OF 465.01 FEET; THENCE N45°04'17"W, A DISTANCE OF 50.00 FEET TO THE NORTHWESTERLY LINE OF SAID EASEMENT; THENCE N45°22'00"E ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 465.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

(Building, Fixtures and Improvements)

Seller, at its sole cost, shall complete improvements described In the FedEx Building Alteration for 2100 W. 31st St., prepared by Grey Wolf Architecture dated 10.10.14 for permit purposes. Seller agrees it will also install a set of restrooms per the Denver Building Code, which are not shown on said drawings at its cost prior to Closing. Finishes will be standard finishes common in the Denver marketplace. Seller shall install two 14' tall by 18' wide, and one 14' tall by 24' wide, sectional garage doors with rails and automatic door openers. Electrical power will be provided as well as modification to the sprinkler system. Four bollards will also be included on each door. Seller's construction work shall be to bring the property up to a "vanilla shell." The term "vanilla shell" shall also include removal of the raised concrete and block Islands In the warehouse area, removal of the raised platform FedEx uses for unloading of bulk containers, re-installment of the plumbing and electrical supply with associated reconnection to systems in the building including, but not limited to, the infrared heating system, fire sprinkler, lighting, electrical and plumbing systems, and replacement of air-conditioning units at the end of their useful life, all such systems shall be replaced in a like kind manner to match the existing systems currently in place in the building prior to the condemnation by RTD. Seller will transfer to Purchaser any warranties associated with the work performed by Seller and its warranty on the existing roof at Closing. Seller's work will be performed according to the plans and specifications stated above and done in a workman-like manner.

General Specifications for New Restrooms at 2100 31st St. for Contract between Belle Haven Realty CO as Seller and City and County of Denver as Purchaser.

The Parties understand Seller is rebuilding a portion of the building due to condemnation of it by the Regional Transportation District (RTD). As a result of the condemnation, the remaining building will need new restrooms. The Parties agree as follows with regard to the improvements Seller will be responsible for completing prior to closing the sale of the property to Purchaser.

Seller at its sole expense shall pay for restroom improvements, which expense is estimated to be \$43,000. The improvements shall include completion of one (1) unisex restroom in what is commonly referred to as the remaining office area. The unisex restroom improvements will include all basic standard fixtures, plumbing, electrical, lighting, ventilation and HVAC. Seller shall also provide Purchaser with stubbed-in plumbing to the area shown on the attached exhibit following this page, also referred to as the warehouse area. The stub-ins will accommodate one (1) men's restroom with two (2) toilets, three (3) urinals and three (3) sinks. The stub-ins will also accommodate one (1) women's restroom, with three (3) toilets and two (2) sinks. Purchaser shall be responsible for finishing out the men's and women's restrooms in the warehouse area with finishes that shall include but are not limited to walls, ceilings, lighting, HVAC, electrical, fixtures, flooring, partitions, counter tops, backsplashes, dispensers, associated hardware and additional plumbing for water supplies, water heater, etc. In the event Seller is not be able to secure the approvals or close out building permits set forth in Paragraph 6.b. of the Purchase and Sale Agreement as a result of the restroom improvements not being completed (i.e. code requires the warehouse restrooms be completed), Purchaser agrees it will close on the sale of the Property, in accordance with the terms and of the Purchase and Sale Agreement.

FED EX BUILDING
2100 31st STREET
DENVER, CO 80216

ALL DRAWN AND WRITTEN INFORMATION APPEARING HEREIN IS COPYRIGHTED INFORMATION AND SHALL NOT BE DUPLICATED, DISCLOSED, OR OTHERWISE REPRODUCED WITHOUT THE WRITTEN CONSENT OF GREY WOLF ARCHITECTURE.

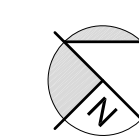
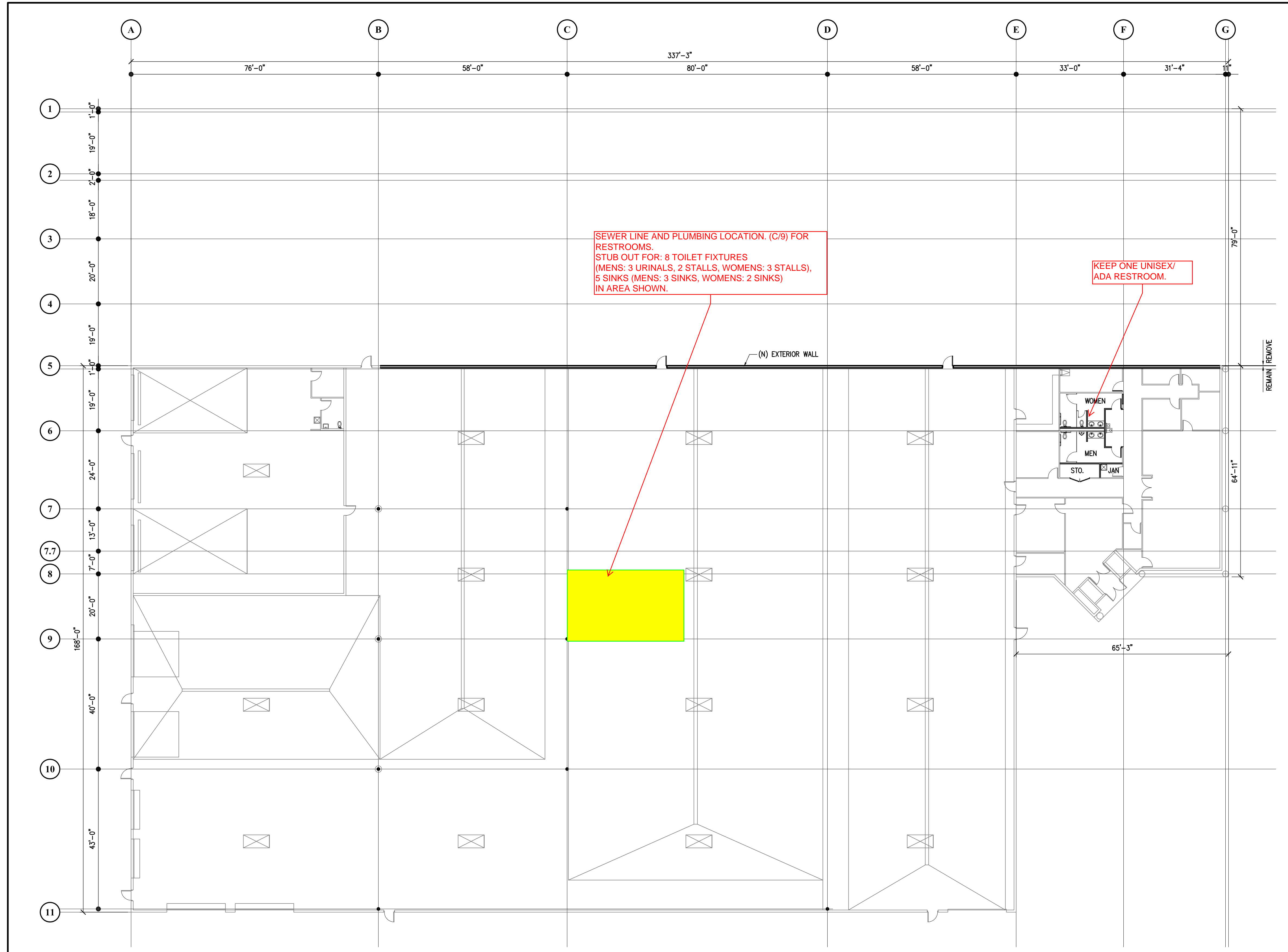
PROJECT NUMBER 13-346
DRAWN JH
CHECKED KWH

ISSUE NOT FOR CONSTRUCTION
11.22.13 PRELIMINARY
08.29.14 UPDATES
09.11.14 PRICING SET

ISSUE / REVISIONS
11.20.14 PERMIT

FLOOR PLAN

A2.2



1 FLOOR PLAN

A2.2 | 1/16" = 1'-0"

FED EX BUILDING ALTERATION

2100 31st STREET

project data

PROJECT INFORMATION:
 PROJECT NAME: FED EX BUILDING ALTERATION
 LOCATION: 2100 31st STREET
 CITY: DENVER, CO 80216

APPLICABLE CODES & REQUIREMENTS:
 2009 INTERNATIONAL BUILDING CODE (IBC)
 2014 NATIONAL ELECTRIC CODE (NEC)
 2009 INTERNATIONAL PLUMBING CODE (IPC)
 2009 INTERNATIONAL MECHANICAL CODE (IMC)
 2009 INTERNATIONAL FUEL GAS CODE (IFGC)
 2009 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
 2003 ANSI (AS REFERENCED IN THE 2009 INTERNATIONAL BUILDING CODE)

SCOPE OF WORK:
 REMOVING NORTH-WEST PORTION (±19,328) SF OF EXISTING BUILDING, ADDING NEW PARKING STRIPING, ALTERING CORE-SHELL FOR FUTURE TENANT

BUILDING CODE SUMMARY:

* OCCUPANCY GROUP:
 B (BUSINESS GROUP) SECTION 304
 S1 (STORAGE GROUP) SECTION 311

BUILDING AREA:
 TOTAL BUILDING AREA 50,164 SF SECTION 502
 WAREHOUSE AREA 45,941 SF
 OFFICE AREA 4,223 SF

BUILDING HEIGHT:
 IN FEET (E) 24 FEET TABLE 503
 IN STORIES (E) 1 STORY TABLE 503

OCCUPANCY CLASSIFICATION:
 (E) ONE HOUR SEPARATION BETWEEN OFFICE & WAREHOUSE

TYPE OF CONSTRUCTION:
 (E) TYPE III, NON RATED, NOT PROTECTED SECTION 602
 (E) FULLY SPRINKLED SECTION 903.3.1.1

* OCCUPANT LOAD:
 BUSINESS AREA 100 GROSS 4,223 / 100 = 42 OCC
 STORAGE AREA 500 GROSS 45,941 / 500 = 92 OCC

* EGRESS WIDTH
 OTHER 0.2 SECTION 1005
 OTHER 134 PEOPLE x 0.2 = 27" SECTION 1005.1
 PROVIDED 360"

TRAVEL DISTANCE:
 WITH SPRINKLER SYSTEM 250' TABLE 1016.1
 PROVIDED 204'
 COMMON PATH OF EGRESS TRAVEL 75' TABLE 1014.3.4
 PROVIDED 0'

NUMBER OF EXITS:
 REQUIRED 2 SECTION 1021
 PROVIDED 7

* PLUMBING SYSTEM
 CHAPTER 29
 TABLE 2902.1

	WC	UR	LAV	SINK	DF	OTHER
(B) MEN (21)	0.8	0.5	0.2			
WOMEN (21)	0.8	0.5	0.2			
(S1) MEN (46)	0.5	0.5	0.04			
WOMEN (46)	0.5	0.5	0.04			
REQUIRED (M)	2	1	1	2		
REQUIRED (W)	2	1				

MIN. REQUIRED NUMBER OF PLUMBING FIXTURES TO BE PROVIDED AT THE TIME BUILDING IS OCCUPIED

* PROPOSED FOR FUTURE TENANT

project directory

tenant
 5280CM
 4700 WEST 26TH AVE
 DENVER, CO 80212
 707.338.8349 (phone)
 ED BRUSH
 EdBrush@5280cm.com

architect
 GREY WOLF ARCHITECTURE
 1543 CHAMPA ST STE 200
 DENVER, COLORADO 80202
 303.292.9107
 303.292.4297 (fax)
 KEN HARSHMAN
 kharshman@greywolfstudio.com

consultants
 Civil:
 JANSEN STRAW CONSULTING ENGINEERS
 1165 S PENNSYLVANIA ST, STE 120
 DENVER, CO 80210
 303.561.3333
 303.561.3339 (FAX)
 CHRIS STRAWN
 cstrawn@jansenstraw.com

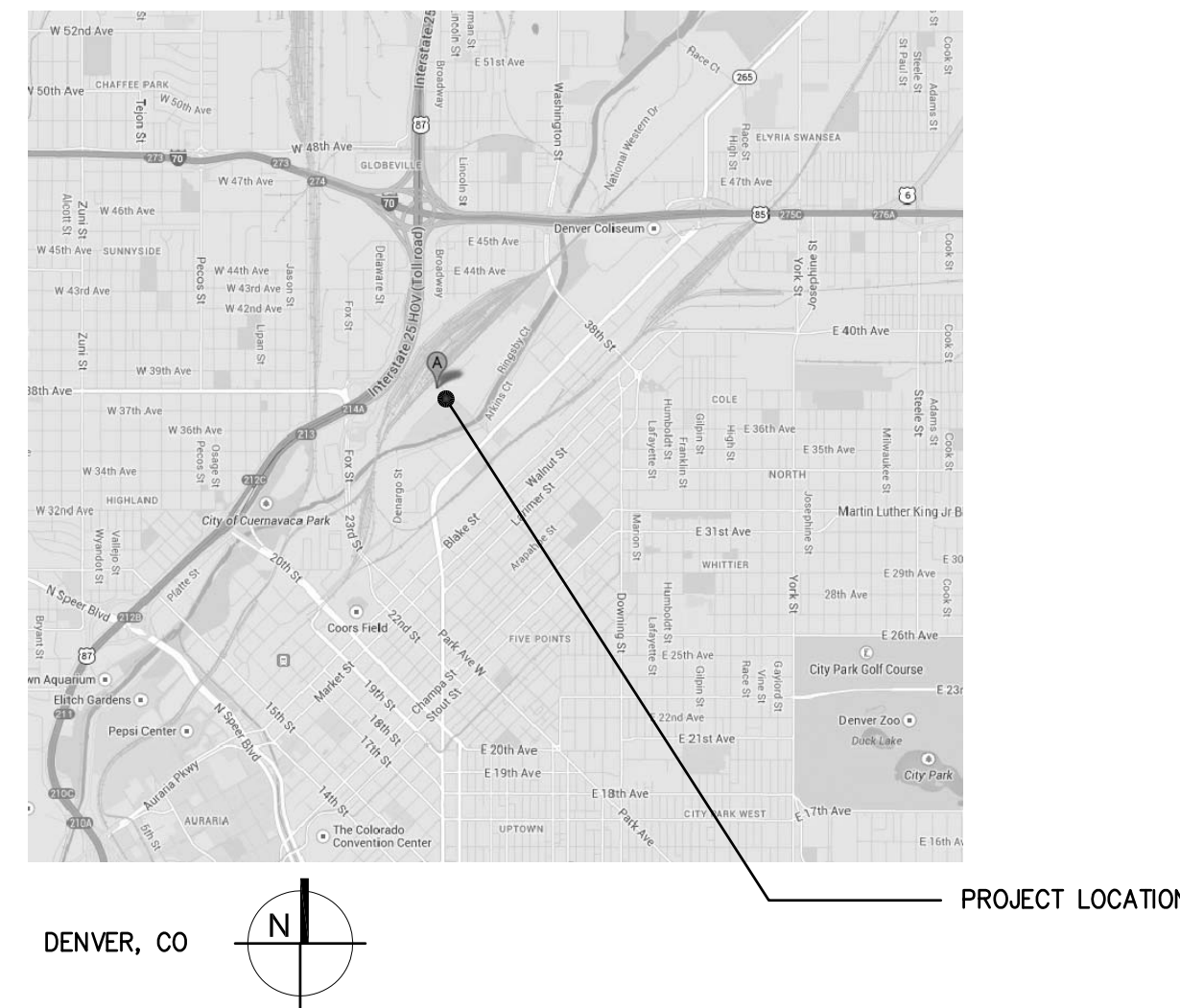
Structural:
 PEAK ENGINEERING, INC.
 1687 COLE BOULEVARD
 SUITE 100
 LAKEWOOD, CO 80401
 303.274.7401
 303.274.0808 (FAX)
 DONALD L. BERRY
 dberry@peakengr.com

Plumbing, Mechanical:
 CHRISTOPHER MENGES ENGINEERING, INC.
 1100 W. LITTLETON BOULEVARD, SUITE 400
 LITTLETON, CO, 80120
 720.283.3018
 720.283.6253 (FAX)
 CHRISTOPHER MENGES
 chris@mengeseng.com

Electrical:
 FRONT RANGE
 ELECTRICAL ENGINEERING
 3484 South Otis Ct.
 Lakewood, CO, 80227
 303.408.5988
 720.963.0732 (fax)
 CARL FRETWELL
 carl@freengineer.com

contractor
 CMC GROUP, INC.
 COLORADO CENTER TOWER 1
 2000 SOUTH COLORADO BLVD, STE 9500
 DENVER, CO 80222
 303.741.4500
 303.962.2150 (DIRECT)
 CRAIG R. BENES
 cbenes@cmc-group.com

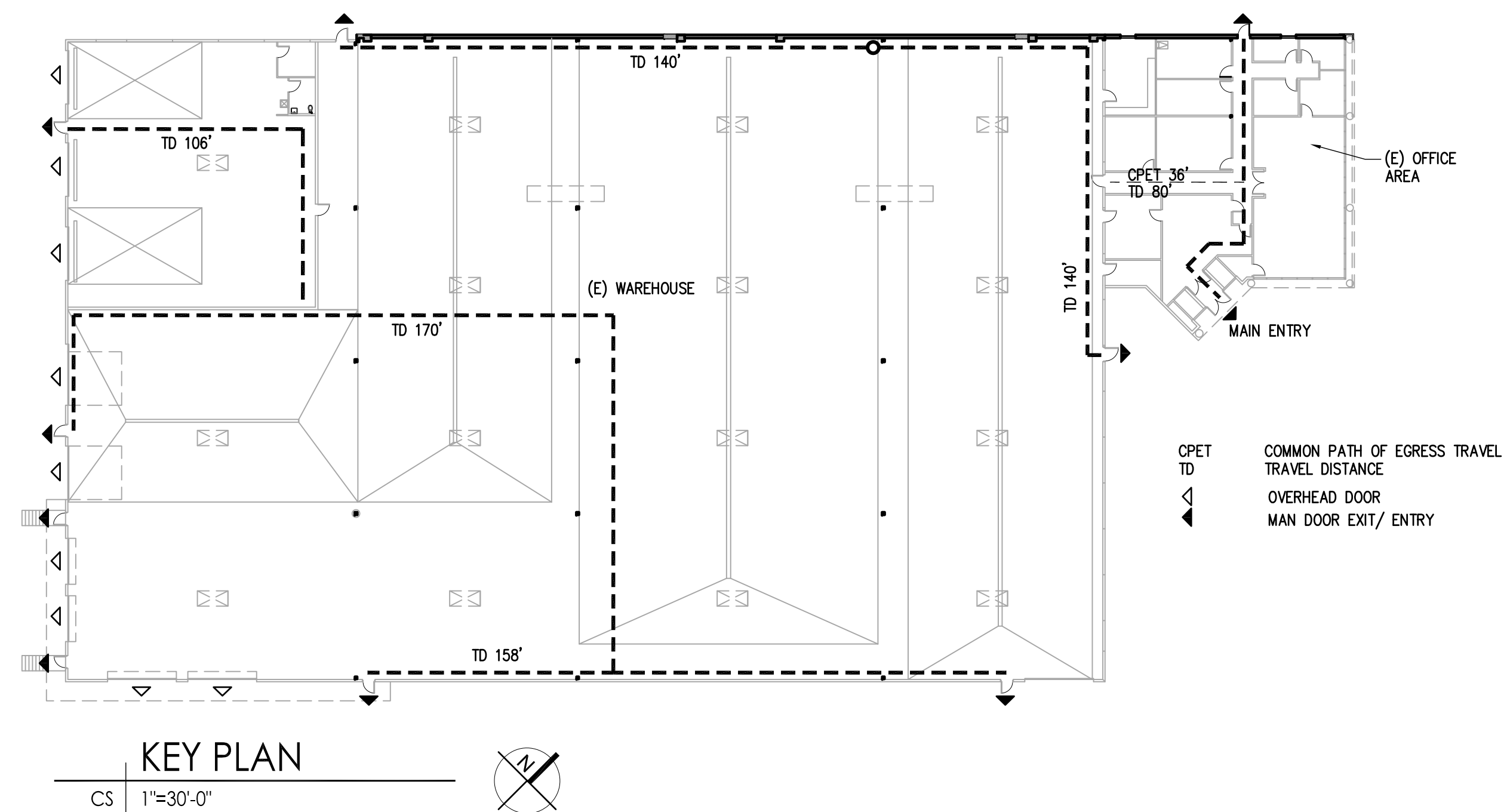
vicinity map



sheet index

NO.	DESCRIPTION	DATE	BY	CHKD
CS	COVER SHEET			
CIVIL:				
C1.0	COVER SHEET AND NOTES			
C2.0	DEMOLITION PLAN			
C3.0	GRADING PLAN			
C4.0	UTILITY PLAN			
STRUCTURAL:				
S1.1	GENERAL NOTES			
S1.2	SCHEDULES			
S2.1	FOUNDATION PLAN			
S2.2	ROOF FRAMING PLAN			
S3.1	DETAILS			
ARCHITECTURAL:				
A1.0	DEMOLITION SITE PLAN			
A1.1	SITE PLAN			
A2.0	DEMOLITION PLAN			
A2.1	FLOOR PLAN			
A2.2	DEMOLITION AND ROOF PLAN			
A3.1	EXTERIOR ELEVATIONS & DOOR & WINDOW SCHEDULE			
A4.1	WALL SECTIONS			
A4.2	WALL SECTIONS			
PLUMBING:				
P1.1	PLUMBING SPECIFICATIONS			
P2.1	PLUMBING PLAN			
MECHANICAL:				
M1.1	MECHANICAL SPECIFICATIONS			
M2.1	MECHANICAL PLAN			
ELECTRICAL:				
E0.0	ONE LINE NOTES & SCHEDULES			
E0.1	ELECTRICAL SCHEDULES			
E0.2	ELECTRICAL DEMOLITION PLAN			

building plan



FED EX BUILDING
 2100 31st STREET
 DENVER, CO 80216

ALL DRAWN AND WRITTEN INFORMATION APPEARING HEREIN IS COPYRIGHTED INFORMATION AND SHALL NOT BE DUPLICATED, DISCLOSED, OR OTHERWISE REPRODUCED WITHOUT THE WRITTEN CONSENT OF GREY WOLF ARCHITECTURE.

PROJECT NUMBER 13-346
 DRAWN JH
 CHECKED KWH

ISSUE NOT FOR CONSTRUCTION
 11.22.13 PRELIMINARY
 08.29.14 UPDATES
 09.11.14 PRICING SET

ISSUE / REVISIONS
 10.10.14 PERMIT

COVER SHEET

CS

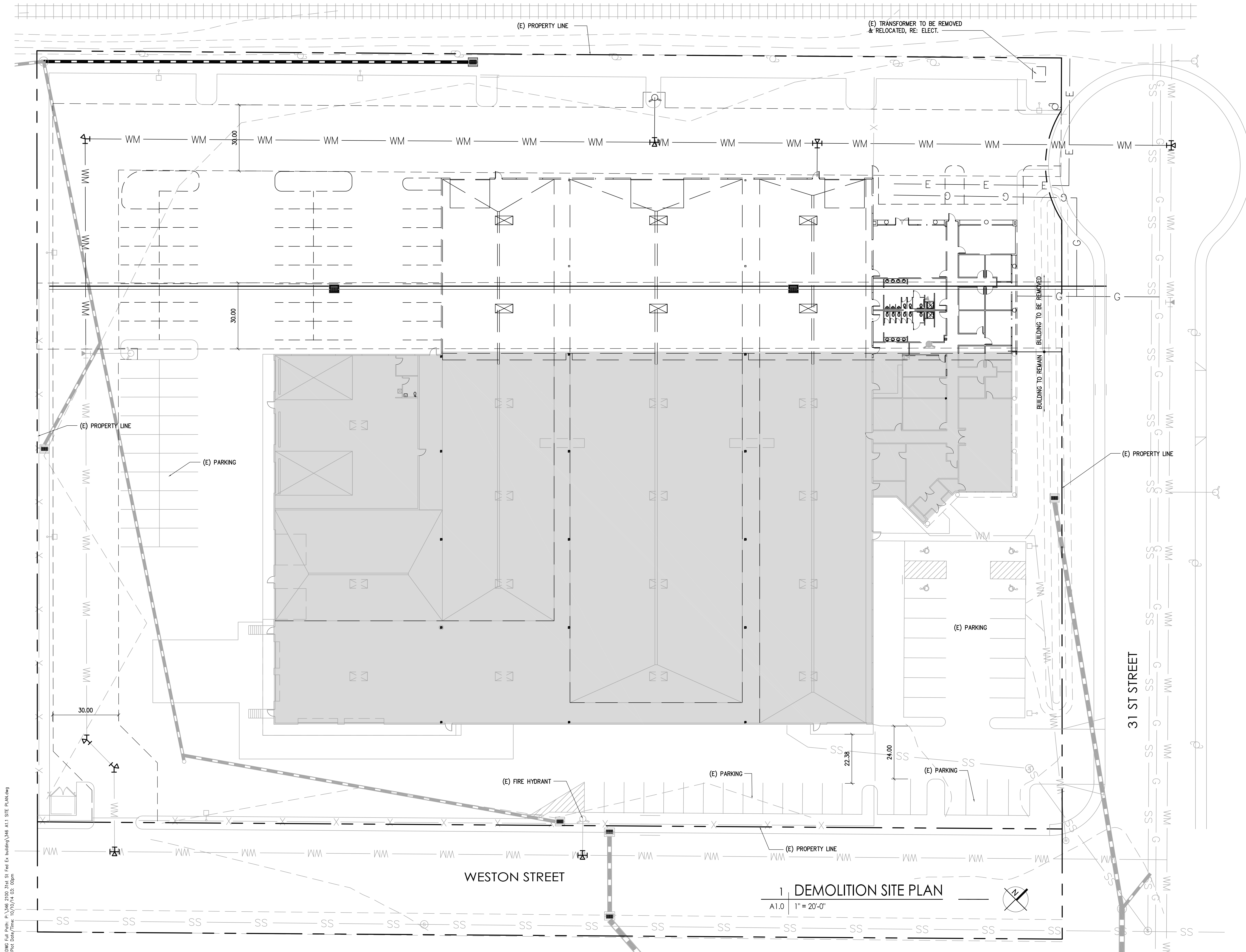
38th STREET YARD

GENERAL NOTES

- CONTRACTOR TO IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, ERRORS, OR CONFLICTS DISCOVERED IN THE DRAWINGS
- RE: CIVIL & MEP DRAWINGS FOR ADDITIONAL SITE DEMOLITION & UTILITY WORK
- SAWCUT & REMOVE ALL SLABS, FOUNDATIONS & FOOTINGS IN AREA OF BUILDING TO BE REMOVED

GREY WOLF ARCHITECTURE
 ARCHITECTURE PLANNING
 INTERIOR DESIGN
 1543 champa st. #200
 denver, co 80202
 phone: 303.292.9107
 fax: 303.292.4297

FED EX BUILDING
2100 31st STREET
 DENVER, CO 80216



1 DEMOLITION SITE PLAN
 A1.0 1" = 20'-0"

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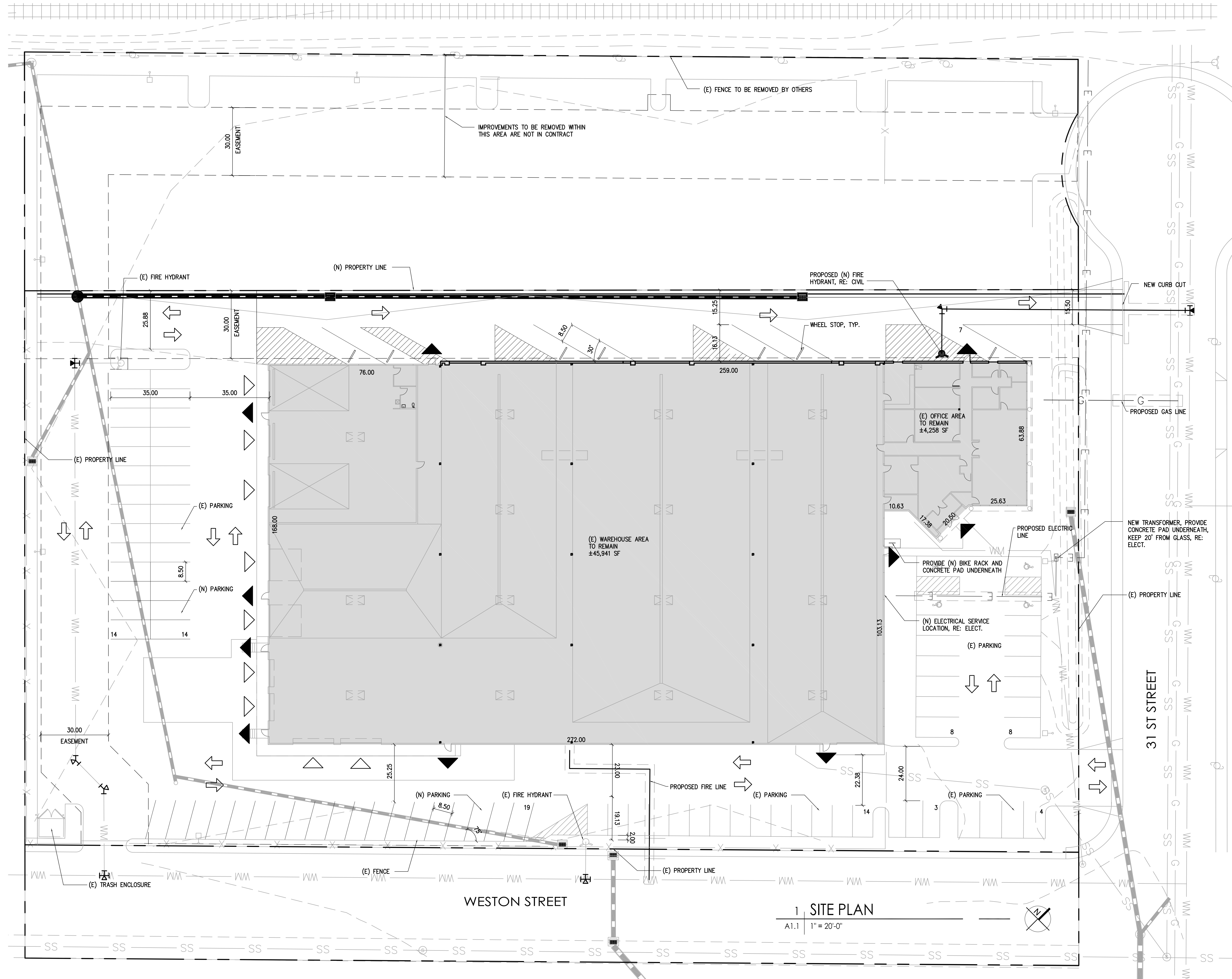
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DEMOLITION SITE PLAN

A1.0

DWG Full Path: P:\346 2100 31st St Fed Ex building\346 A1.1 SITE PLAN.dwg
 Plot Date/Time: 10/10/14 03: 00pm

38th STREET YARD



GENERAL NOTES

- CONTRACTOR TO IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, ERRORS, OR CONFLICTS DISCOVERED IN THE DRAWINGS
- IF DIMENSIONAL INFORMATION INDICATED ON THESE ARCHITECTURAL SITE DOCUMENTS CONFLICT WITH THAT INDICATED ON CIVIL DOCUMENTS, CIVIL INFORMATION SHALL TAKE PRECEDENCE
- REFER TO ELECTRICAL FOR PARKING LOT AND SITE LIGHTING LOCATIONS

SITE DATA

ZONING	I-A, I-B, UO-2 GENERAL AND LIGHT INDUSTRIAL	
LOT AREA	114,600 SF (2.63 AC)	
BUILDING GROSS AREA	4,258 SF (OFFICE) 45,941 SF (WAREHOUSE)	
	REQ'D	PROVIDED
PARKING WAREHOUSE (3 / 1000)	14	
OFFICE (2 / 1000)	9	
TOTAL REQ'D	23	91
H.C. PARKING	4	4

GREY WOLF ARCHITECTURE

ARCHITECTURE PLANNING
INTERIOR DESIGN
1543 champa st. #200
denver, co 80202
phone: 303.292.9107
fax: 303.292.4297

FED EX BUILDING
2100 31st STREET
DENVER, CO 80216

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1 SITE PLAN
A1.1 1" = 20'-0"

SITE PLAN

A1.1

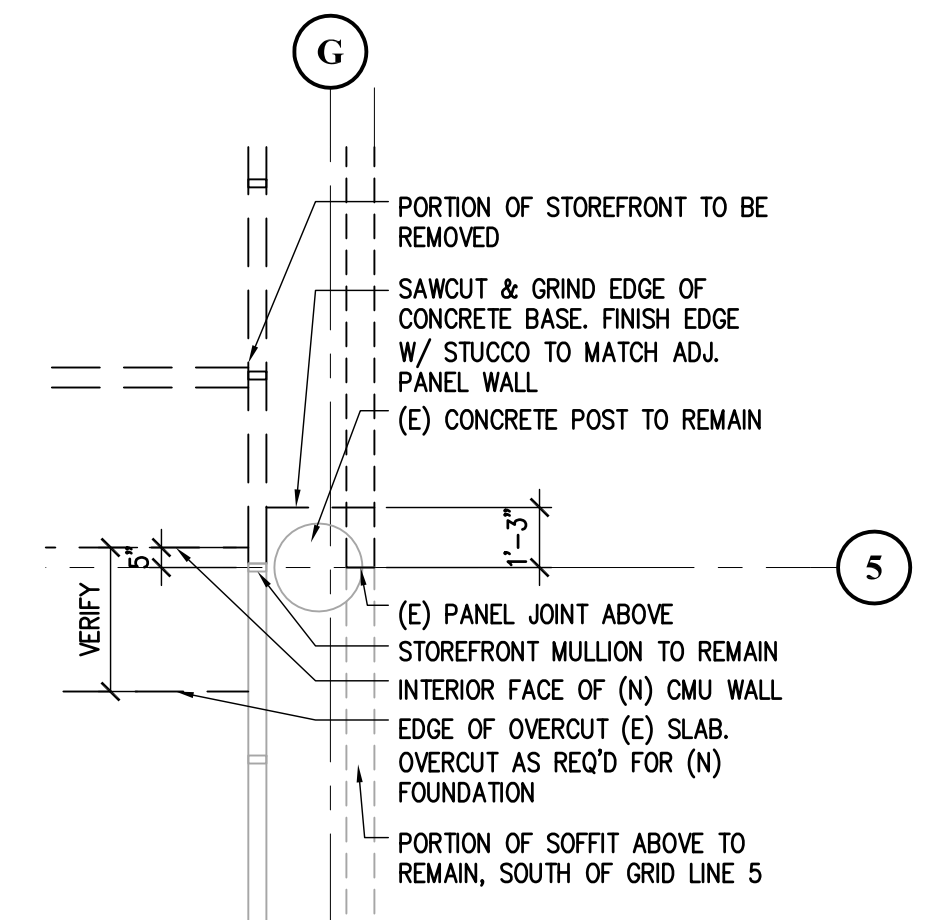
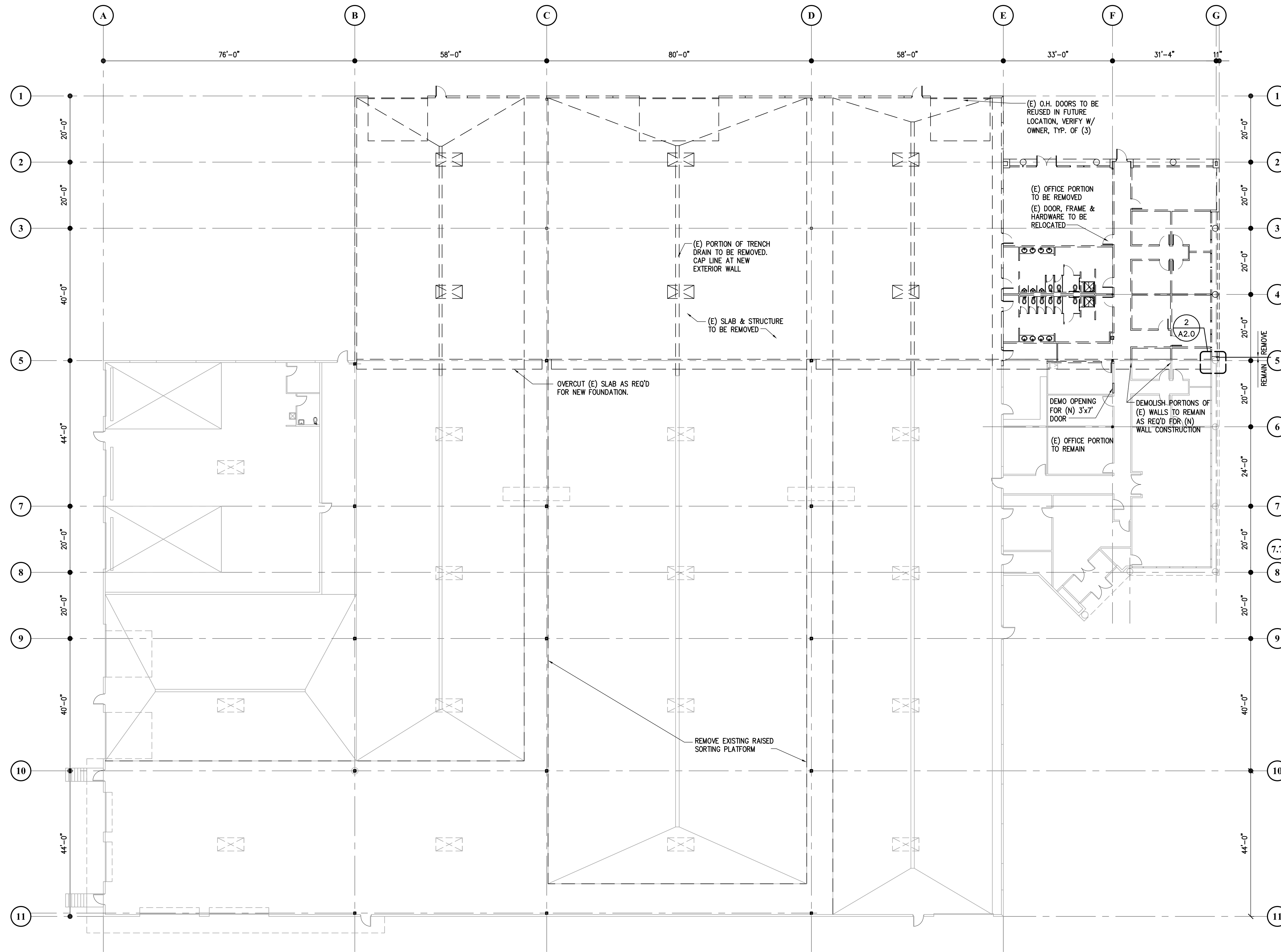
DWG Full Path: P:\346 2100 31st St Fed Ex building\346 A1.1 SITE PLAN.dwg
Plot Date/Time: 10/10/14 03: 01pm

GENERAL NOTES

1. CONTRACTOR TO IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, ERRORS, OR CONFLICTS DISCOVERED IN THE DRAWINGS
2. RE: STRUCTURAL & MEP DRAWINGS FOR ADDITIONAL INFORMATION
3. PROTECT EXISTING EXTERIOR AND INTERIOR WALLS TO REMAIN DURING DEMOLITION

DEMO PLAN LEGEND

- ==== (E) WALLS TO REMAIN
- (E) WALLS TO BE DEMOLISHED



1 DEMO PLAN
 A2.0 1/16" = 1'-0"

2 CORNER DETAIL
 A2.0 1/4" = 1'-0"

FED EX BUILDING
2100 31st STREET
 DENVER, CO 80216

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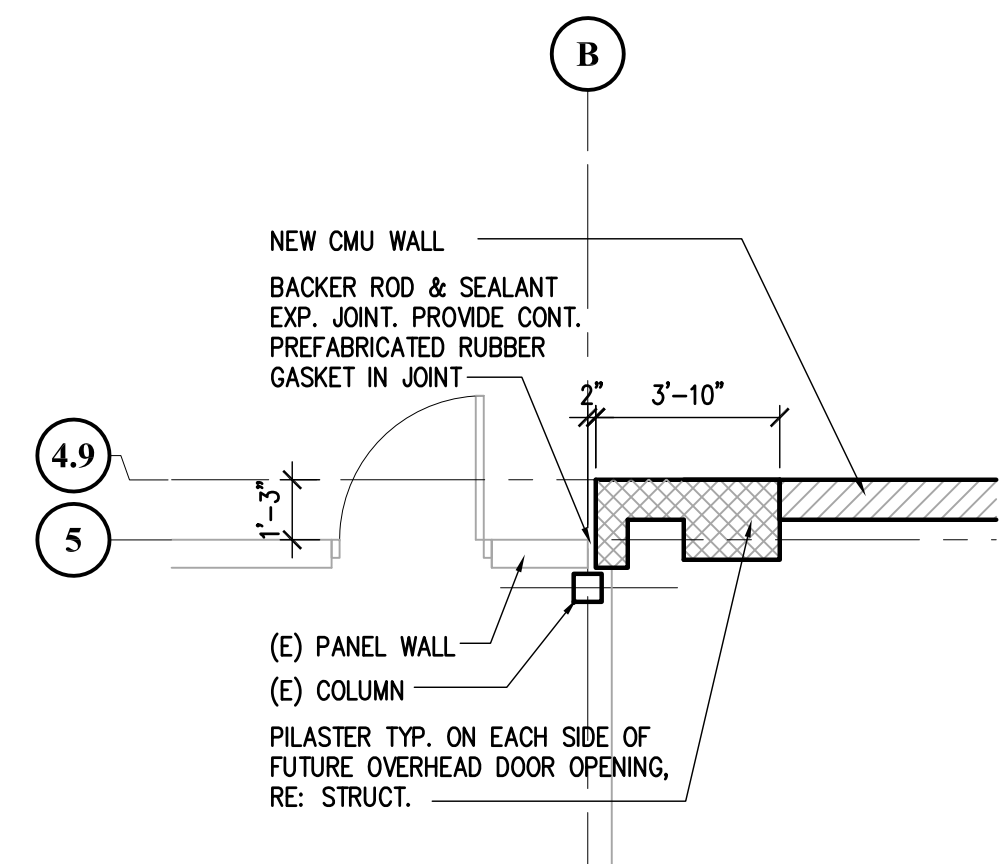
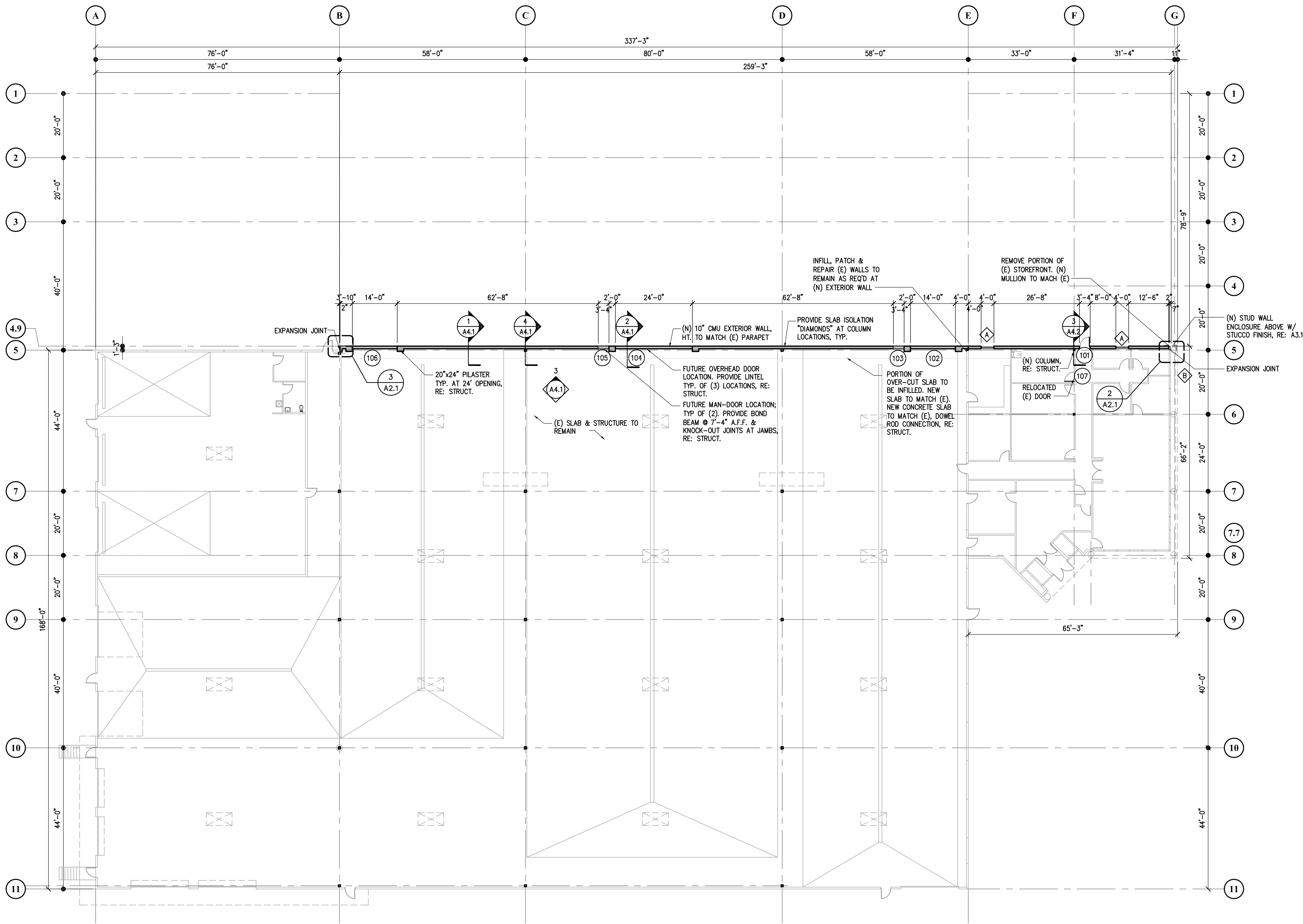
ISSUE / REVISIONS
 10.10.14 PERMIT

DEMOLITION PLAN

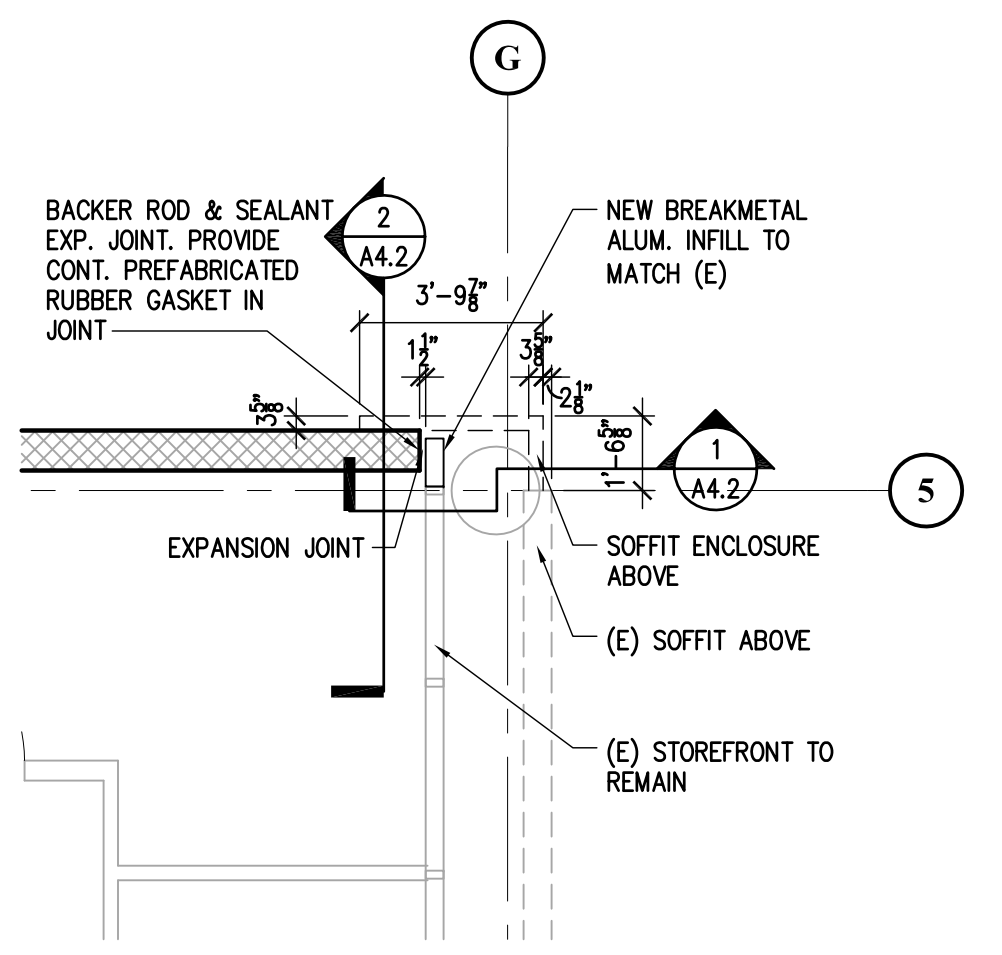
A2.0

GENERAL NOTES

- CONTRACTOR TO IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, ERRORS, OR CONFLICTS DISCOVERED IN THE DRAWINGS
- EXISTING DOORS SHALL BE INSPECTED BY GC. REPLACE DOOR SEALS & THRESHOLD AS REQ'D TO MEET MAX ALLOWABLE INFILTRATION



3 CORNER DETAIL
A2.1 1/4" = 1'-0"



2 CORNER DETAIL
A2.1 1/4" = 1'-0"

1 FLOOR PLAN
A2.1 1/16" = 1'-0"

FED EX BUILDING
2100 31st STREET
DENVER, CO 80216

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ISSUE NOT FOR CONSTRUCTION
11.22.13 PRELIMINARY
08.29.14 UPDATES
09.11.14 PRICING SET

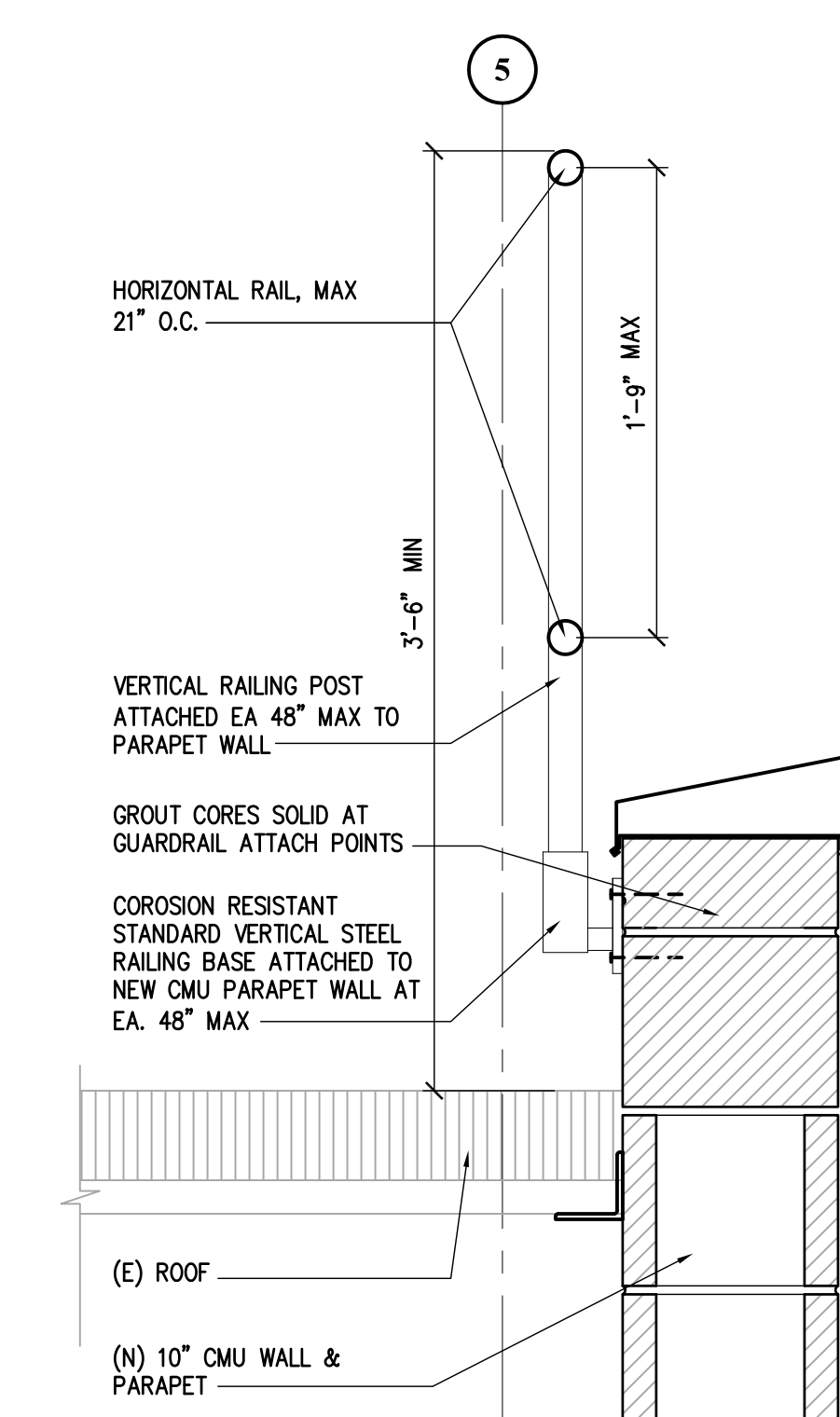
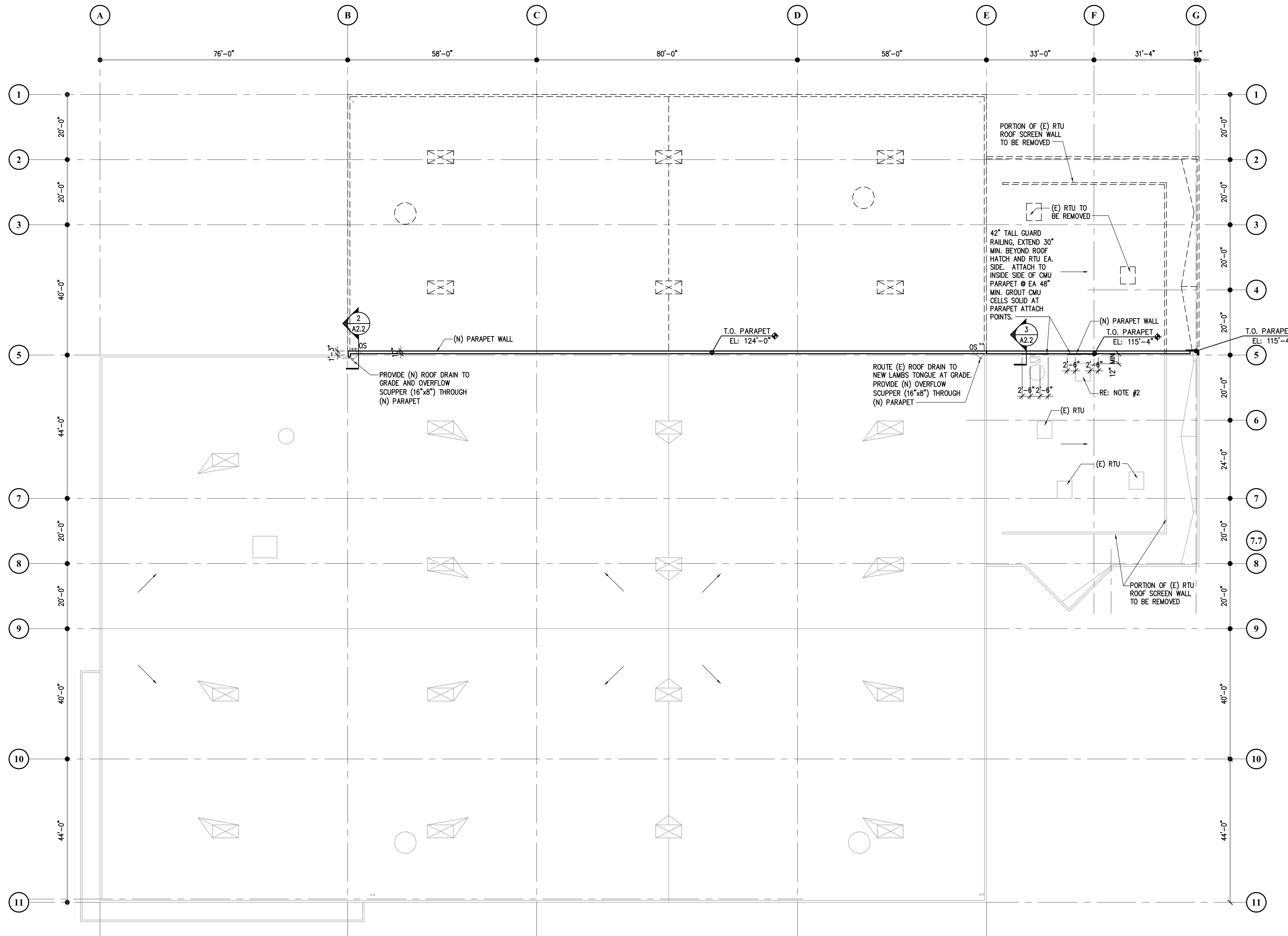
ISSUE / REVISIONS
10.10.14 PERMIT

FLOOR PLAN

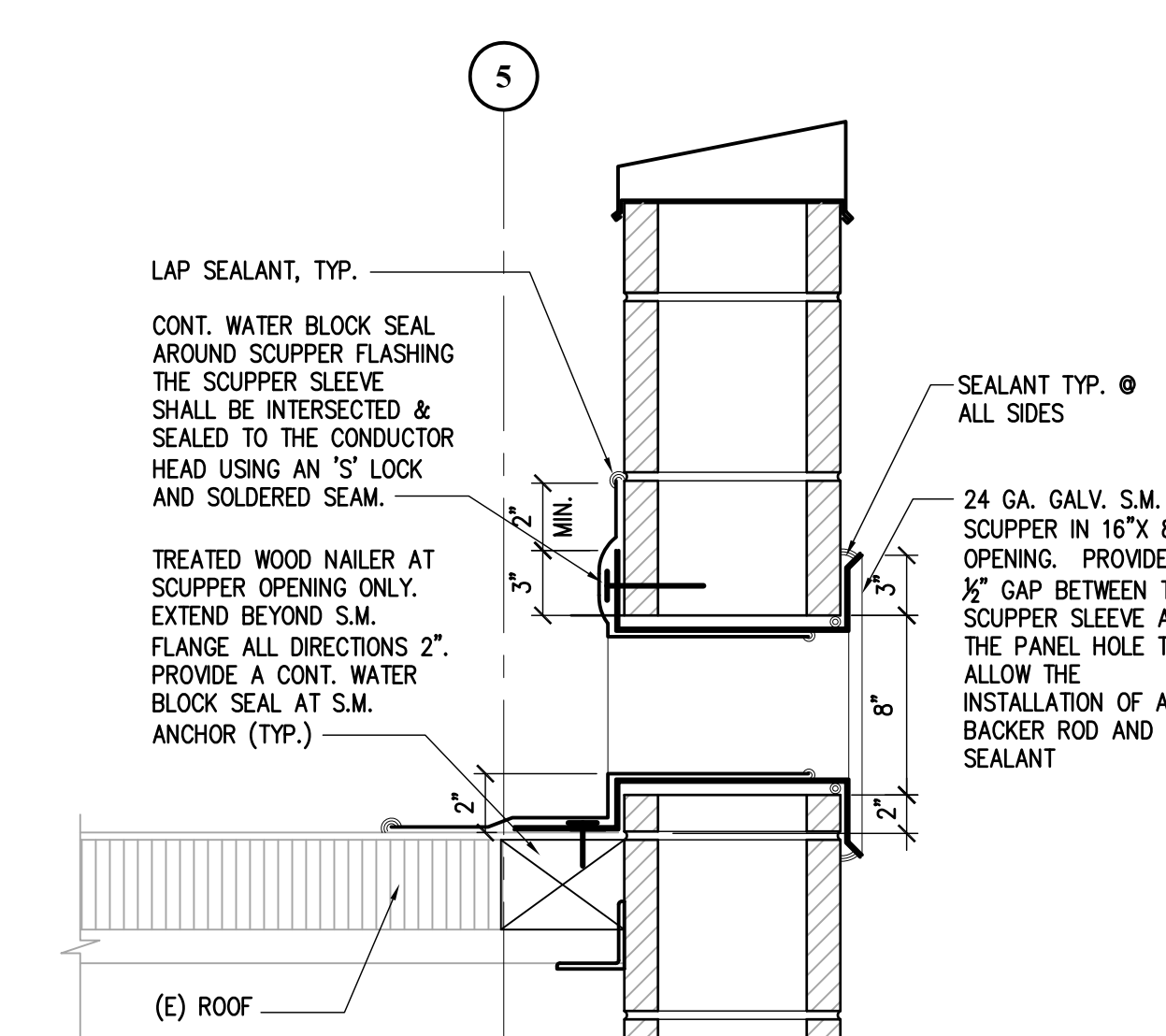
A2.1

GENERAL NOTES

- CONTRACTOR TO IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, ERRORS, OR CONFLICTS DISCOVERED IN THE DRAWINGS
- VERIFY RTU MANUFACTURER IS RHEEM AND THERE IS 12" MIN. BETWEEN NORTH-WEST FACE OF RTU AND NEW PARAPET WALL. IF THERE IS NOT 12" MIN. AND UNIT IS NOT RHEEM NOTIFY ARCHITECT AND MECHANICAL ENGINEER IMMEDIATELY. IN THIS CASE UNIT SHALL BE MOVED SOUTH EAST SO THERE IS MIN 10' BETWEEN RTU AND PARAPET, NO GUARDRAIL PROTECTION IS REQUIRED FOR DISTANCE > 10'.



3 GUARDRAIL DETAIL
A2.2 1 1/2" = 1'-0"



2 OVERFLOW SCUPPER
A2.2 1 1/2" = 1'-0"

1 DEMOLITION & ROOF PLAN
A2.2 1/16" = 1'-0"

FED EX BUILDING
2100 31st STREET
DENVER, CO 80216

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PROJECT NUMBER 13-346
DRAWN JH
CHECKED KWH

ISSUE NOT FOR CONSTRUCTION
11.22.13 PRELIMINARY
08.29.14 UPDATES
09.11.14 PRICING SET

ISSUE / REVISIONS
10.10.14 PERMIT

DEMOLITION & ROOF PLAN

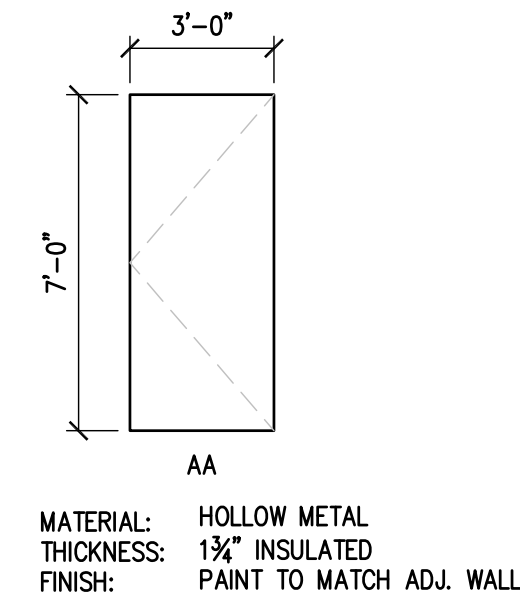
A2.2

GENERAL NOTES

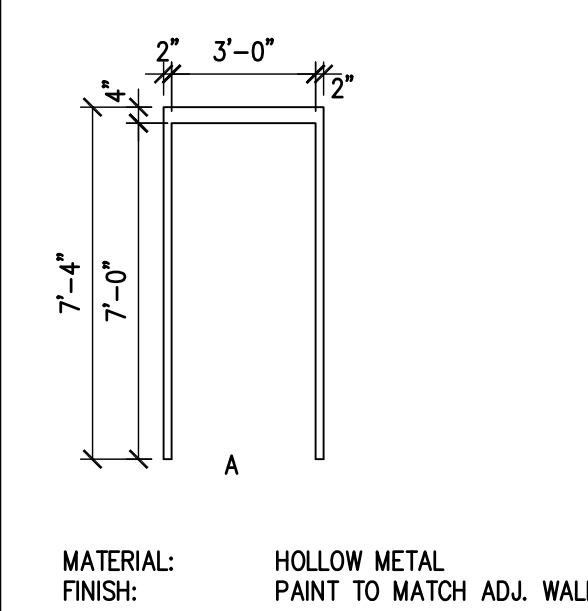
- CONTRACTOR TO IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, ERRORS, OR CONFLICTS DISCOVERED IN THE DRAWINGS

DOOR SCHEDULE														
DR #	DOOR SIZE	DOOR			FRAME			DETAILS			LABEL	HDWR GROUP	REMARKS	DR #
		TYPE	MATL.	FIN.	TYPE	MATL.	FIN.	HEAD	JAMB	SILL				
1ST FLOOR														
101	3'-0" x 7'-0"	AA	H.M.	PAINT	A	H.M.	PAINT	-	-	-		1		101
102	18'-0" x 14'-0"							-	-	-			RELOCATED (E) IN FUTURE	102
103	3'-0" x 7'-0"	AA	H.M.	PAINT	A	H.M.	PAINT	-	-	-			FUTURE DOOR	103
104	24'-0" x 14'-0"							-	-	-			RELOCATED (E) IN FUTURE	104
105	3'-0" x 7'-0"	AA	H.M.	PAINT	A	H.M.	PAINT	-	-	-			FUTURE DOOR	105
106	18'-0" x 14'-0"							-	-	-			RELOCATED (E) IN FUTURE	106
107	3'-0" x 7'-0"							-	-	-			RELOCATED (E) DOOR, FRAME & HDW	107

DOOR TYPES



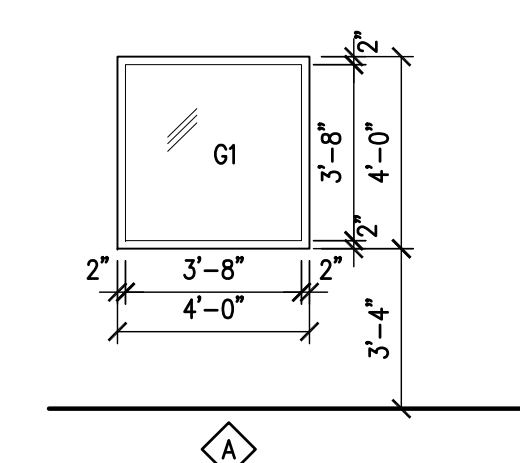
FRAME TYPES



HARDWARE TYPES

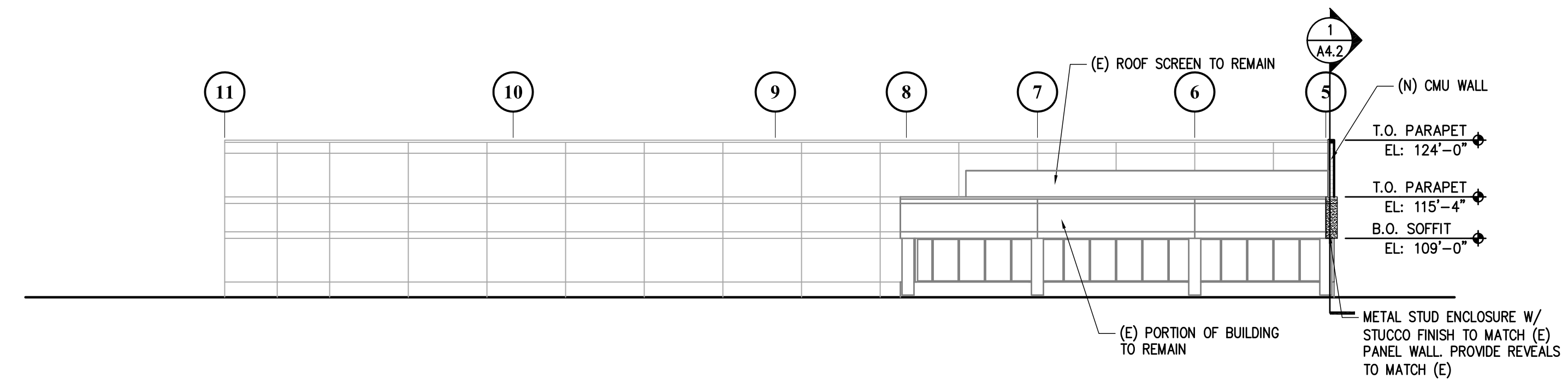
- SET #1 - WAREHOUSE
- 3 HINGES
 - 1 LOCKSET
 - 1 PANIC BAR
 - 1 CLOSER
 - 3 DOOR SILENCERS
 - 1 THRESHOLD
 - 1 FULLY WEATHERSTRIPPING
 - 1 DRIP CAP

WINDOW TYPES



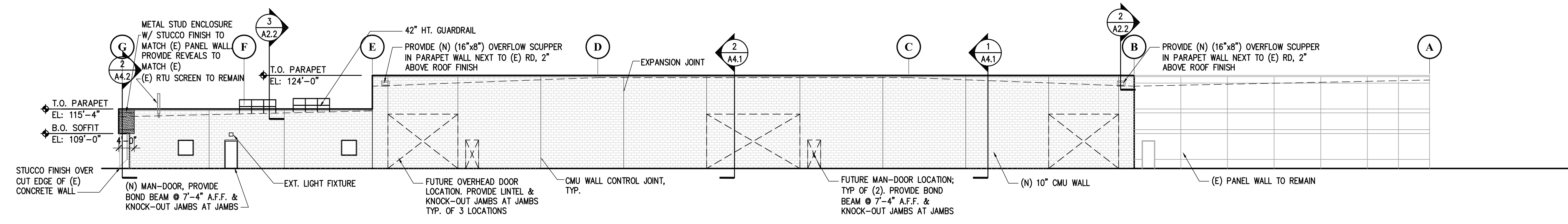
GLAZING SCHEDULE

G1 1" INSULATED EXTERIOR GLAZING, MATCH (E)



1 EAST ELEVATION

A3.1 1/16" = 1'-0"



1 NORTH ELEVATION

A3.1 1/16" = 1'-0"

FED EX BUILDING
2100 31st STREET
DENVER, CO 80216

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PROJECT NUMBER 13-346
DRAWN XX
CHECKED KWH

ISSUE NOT FOR CONSTRUCTION
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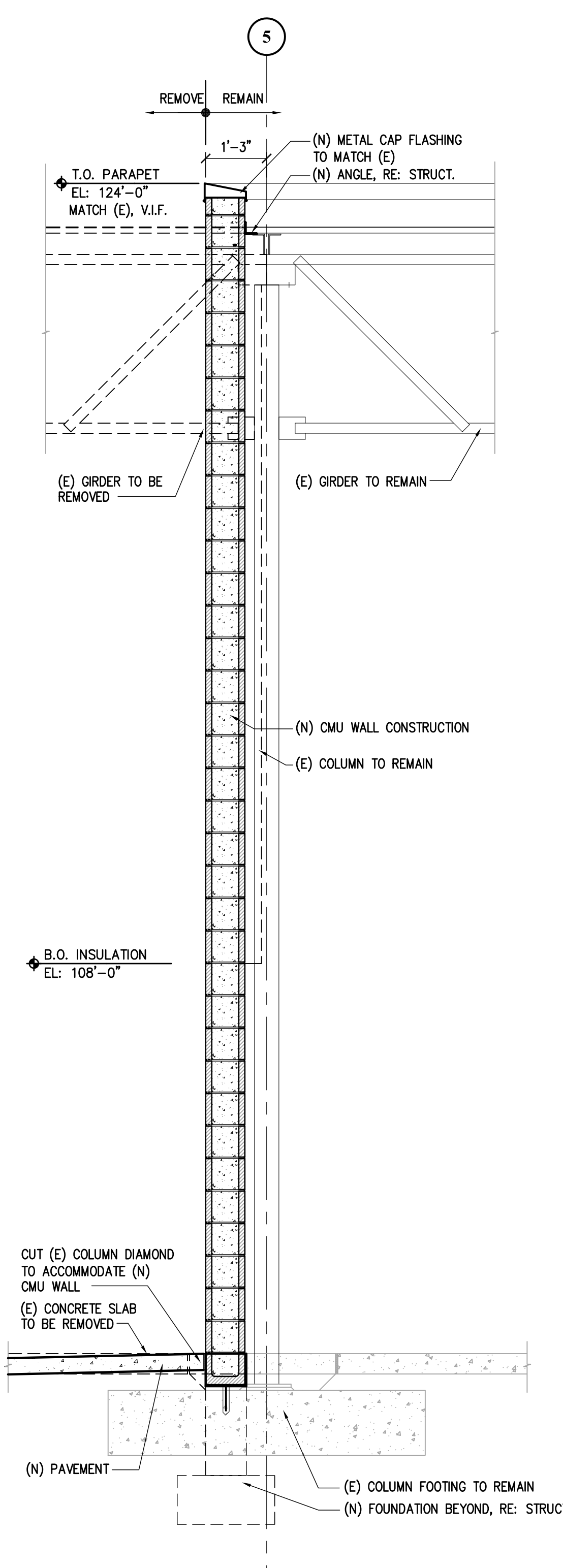
ISSUE / REVISIONS
10.10.14 PERMIT

EXT. ELEVATIONS & SCHEDULES

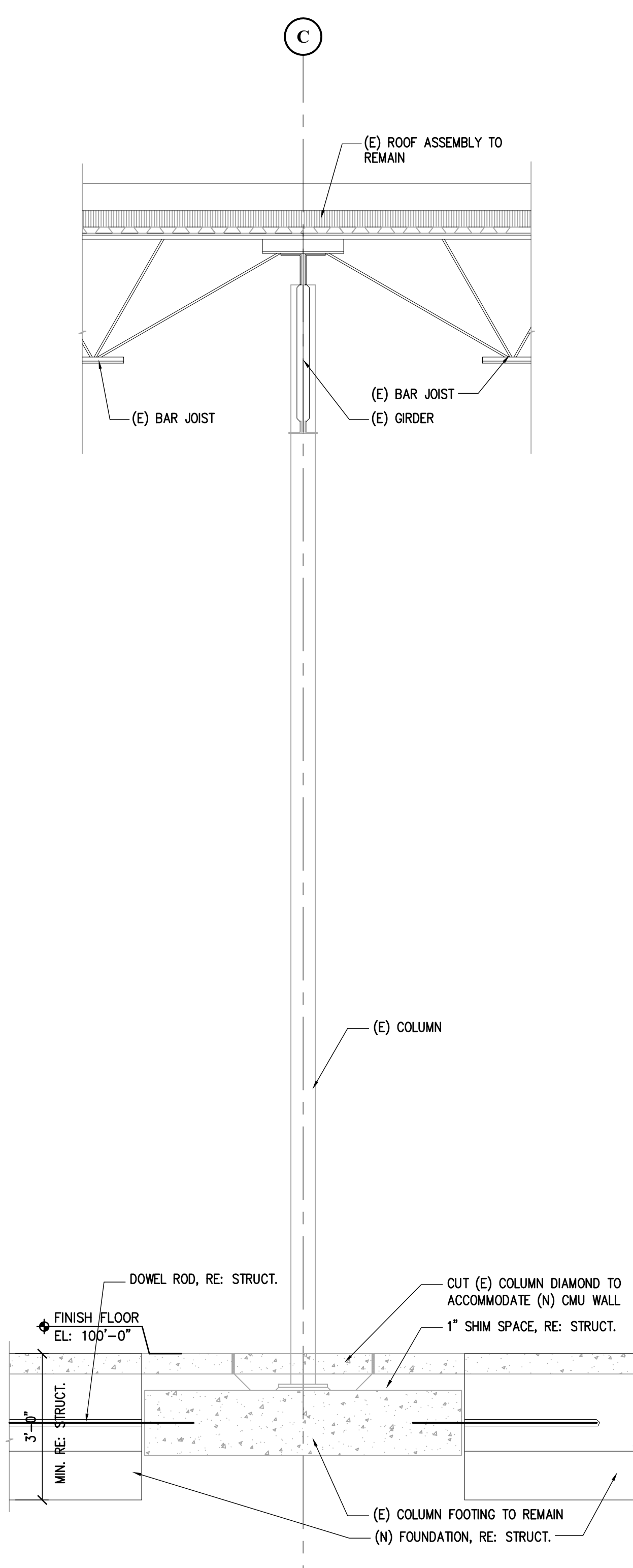
A3.1

GENERAL NOTES
 1. CONTRACTOR TO IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, ERRORS, OR CONFLICTS DISCOVERED IN THE DRAWINGS

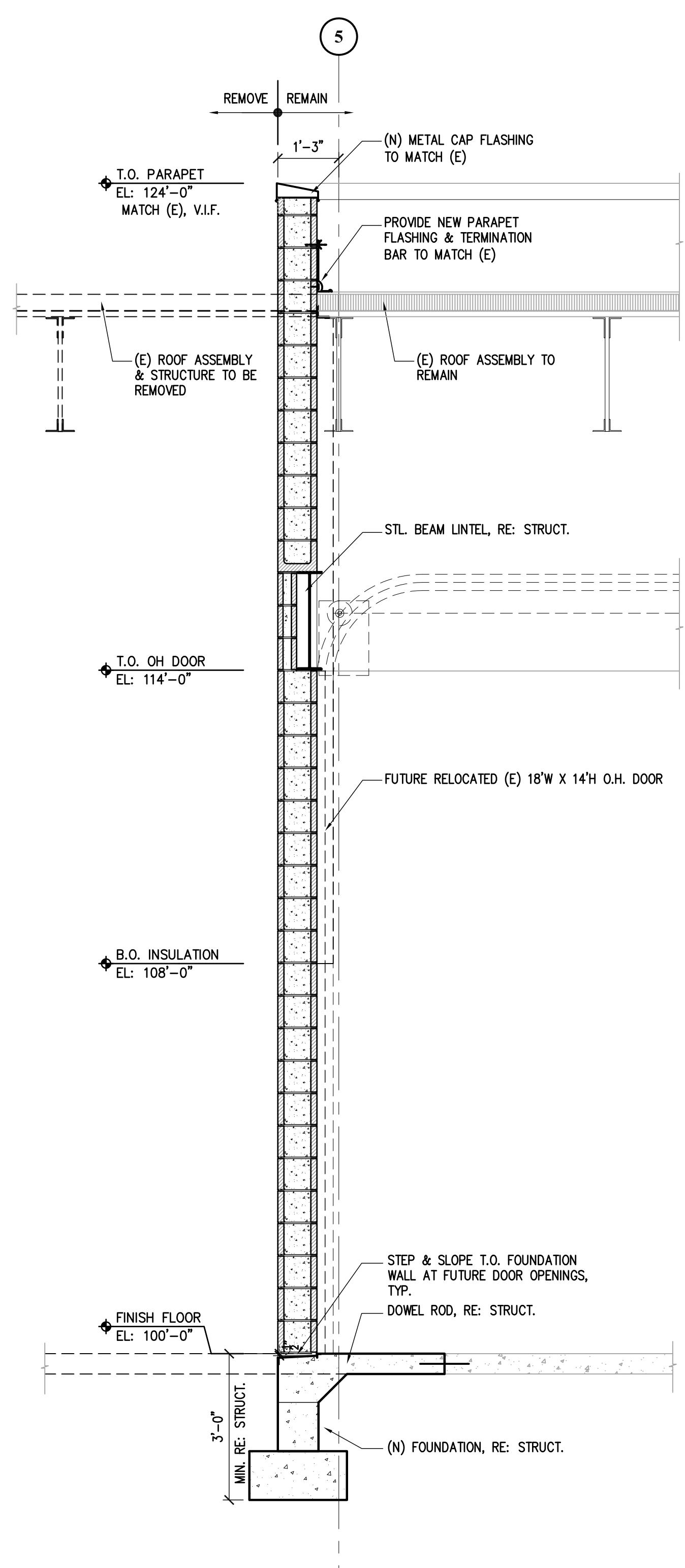
FED EX BUILDING
2100 31st STREET
 DENVER, CO 80216



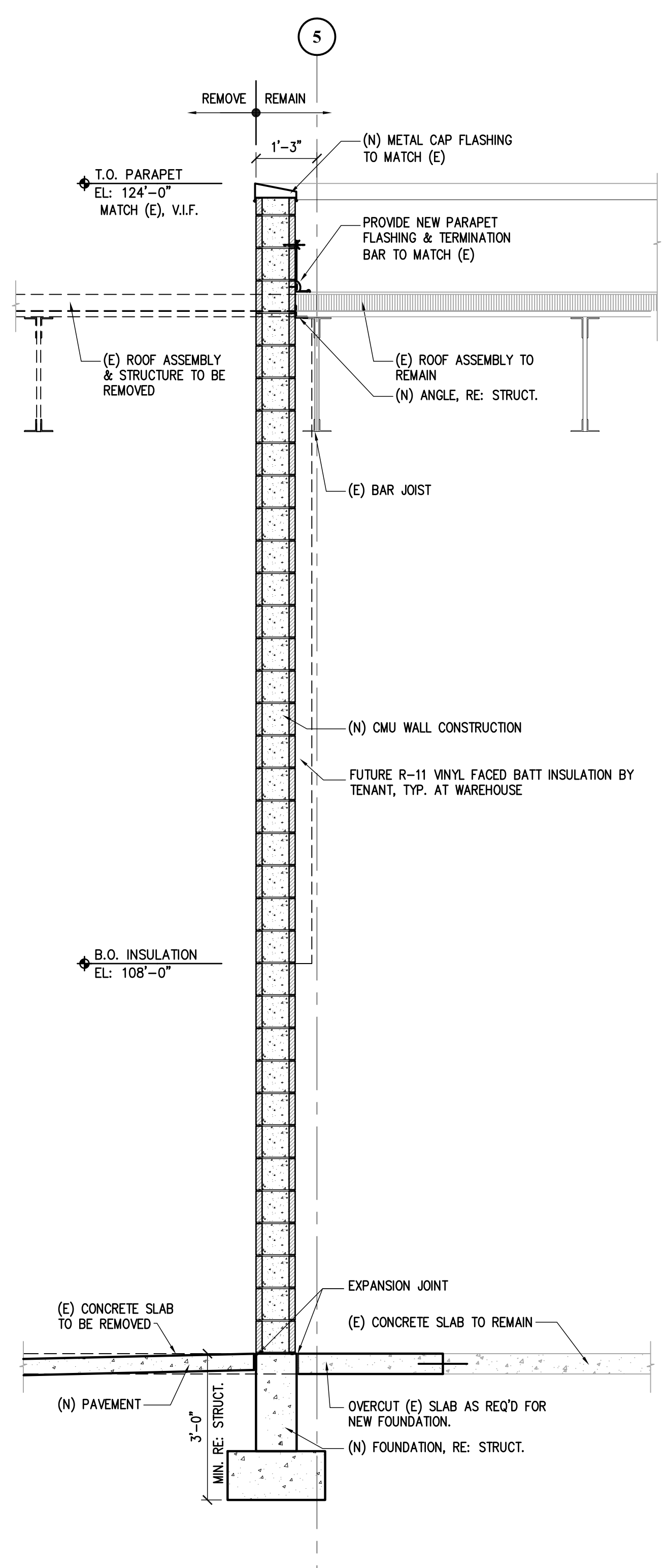
4 COLUMN SECTION
 A4.1 1/2" = 1'-0"



3 COLUMN ELEVATION
 A4.1 1/2" = 1'-0"



2 WALL SECTION @ FUTURE O.H. DOOR
 A4.1 1/2" = 1'-0"



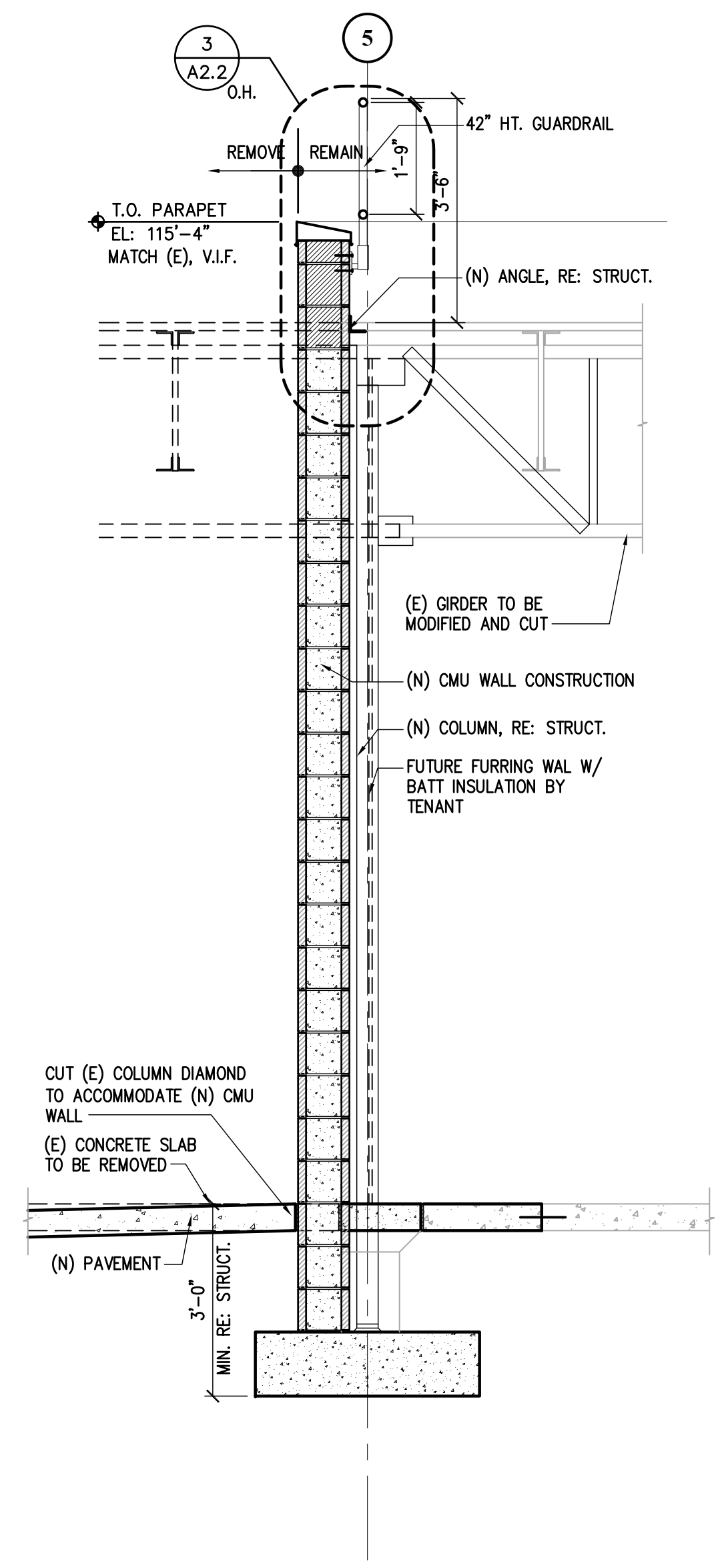
1 TYP. WALL SECTION
 A4.1 1/2" = 1'-0"

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 PROJECT NUMBER 13-346
 DRAWN JH
 CHECKED KWH
 ISSUE NOT FOR CONSTRUCTION
 11.22.13 PRELIMINARY
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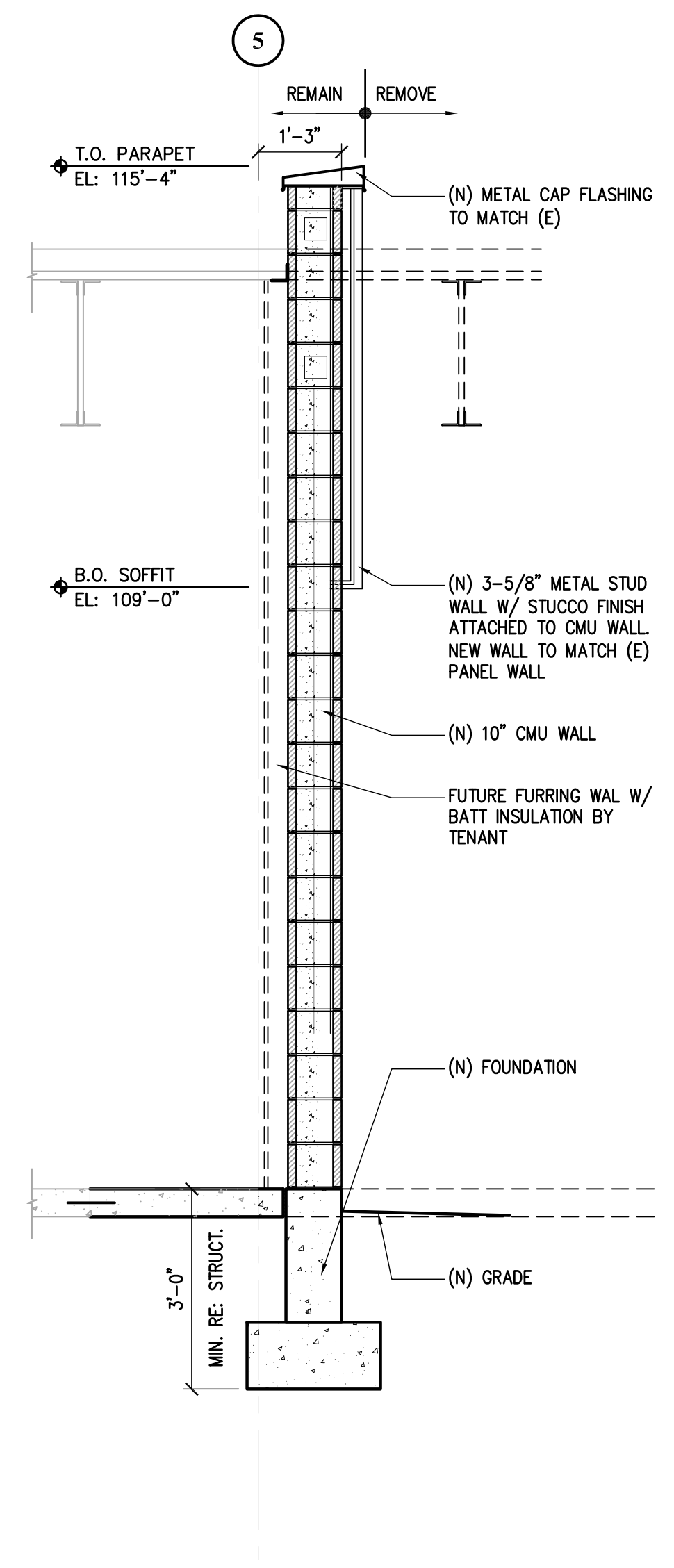
DWG File Path: P:\346 2100 31st St Fed Ex Building\346 A4.1-A4.2 WALL SECTIONS.dwg
 Plot Date/Time: 10/10/14 03: 02pm

GENERAL NOTES

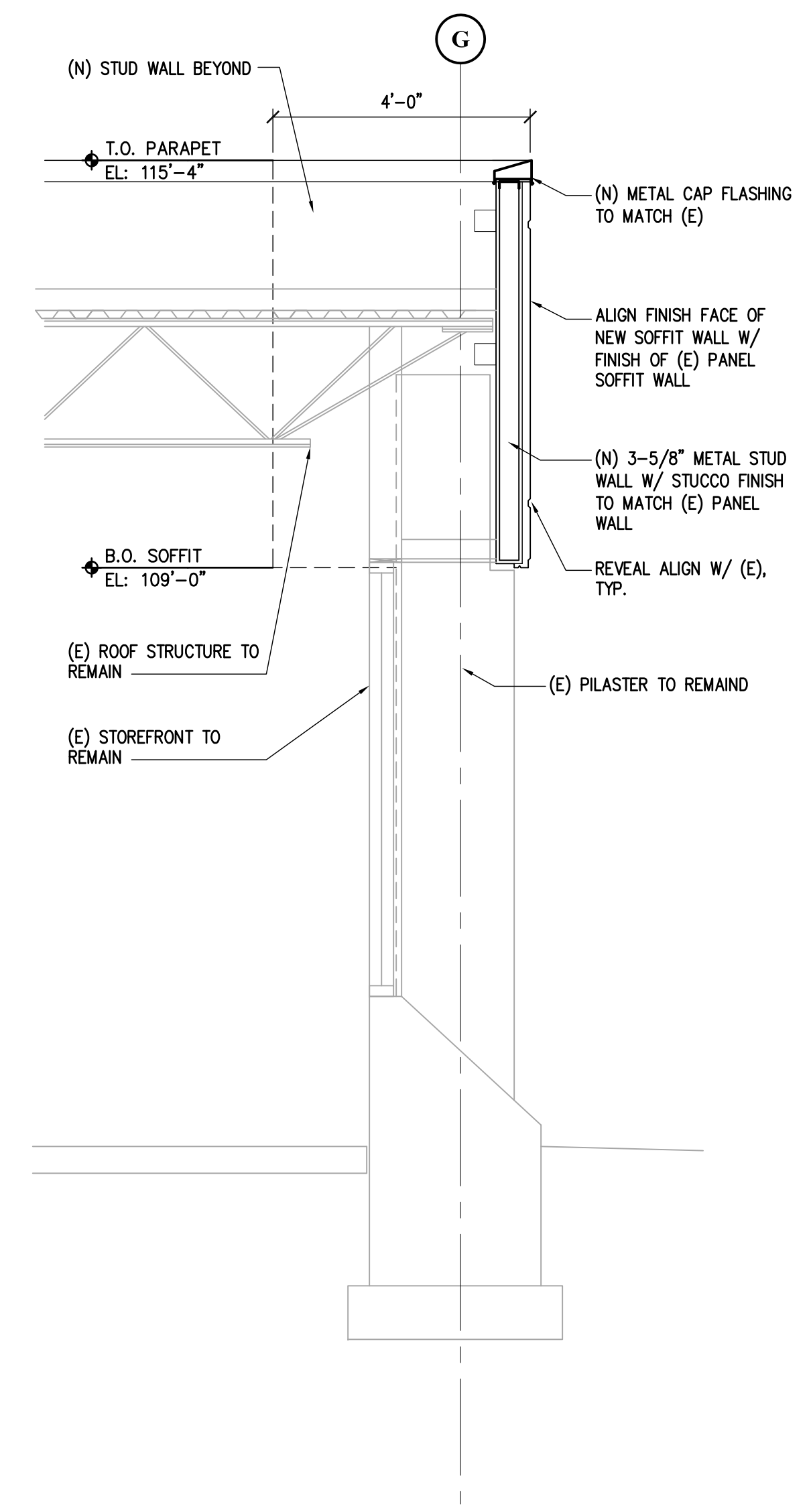
- CONTRACTOR TO IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, ERRORS, OR CONFLICTS DISCOVERED IN THE DRAWINGS



3 COLUMN SECTION
A4.2 1/2" = 1'-0"



2 WALL SECTION @ SOFFIT ENCLOSURE
A4.2 1/2" = 1'-0"



1 WALL SECTION @ SOFFIT
A4.2 1/2" = 1'-0"

FED EX BUILDING
2100 31st STREET
DENVER, CO 80216

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PROJECT NUMBER 13-346
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ISSUE NOT FOR CONSTRUCTION
11.22.13 PRELIMINARY
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ISSUE / REVISIONS
10.10.14 PERMIT

WALL SECTIONS

A4.2

CMC GROUP, INC.
FED EX BUILDING REDUCTION
9/23/2014

CSI	Description	Square Footage (RSF)	
		Total	20,540
			\$/SF
00010	Pre-Construction Design Services	\$ 10,000	\$ 0.49
00030	Schematic Design Services	\$ 14,000	\$ 0.68
00040	Permit/Construction Documents	\$ 24,000	\$ 1.17
00055	Fire Protection Engineering	\$ 2,500	\$ 0.12
00150	Haz. Material Report	\$ 2,800	\$ 0.14
00155	Soils Report, ALTA Survey, Property Inspection	\$ 6,740	\$ 0.33
00160	Civil Engineering	\$ 4,000	\$ 0.19
00180	Utility Engineering or Fees - EXCLUDED	\$ 0	\$ 0.00
00890	Building Permit	\$ 13,772	\$ 0.67
00893	Street Closure Permits	\$ 1,500	\$ 0.07
01090	Drawings/Blueprints	\$ 500	\$ 0.02
01310	Project Manager	\$ 30,229	\$ 1.47
01311	Supervision - Jobsite	\$ 53,665	\$ 2.61
01312	Project Engineer	\$ 12,006	\$ 0.58
01317	Preconstruction	\$ 3,876	\$ 0.19
01450	Testing & Inspection Services	\$ 2,500	\$ 0.12
01510	Temporary Power/Lighting	\$ 1,500	\$ 0.07
01521	Storage Containers	\$ 1,000	\$ 0.05
01522	Temporary Sanitation	\$ 2,000	\$ 0.10
01523	Safety Systems	\$ 1,000	\$ 0.05
01544	Scissors Lift	\$ 2,500	\$ 0.12
01560	Temporary Shoring	\$ 9,135	\$ 0.44
01563	Protection of Existing Finishes	\$ 4,114	\$ 0.20
01565	Security at Jobsite	\$ 5,000	\$ 0.24
01721	Layout	\$ 2,500	\$ 0.12
01740	General Labor/Clean-up	\$ 15,072	\$ 0.73
01741	Final Cleaning	\$ 2,489	\$ 0.12
01742	Dumpster	\$ 2,100	\$ 0.10
02001	Demolition	\$ 77,091	\$ 3.75
02002	Conveyor Islands Demolition	\$ 50,000	\$ 2.43
02004	Saw Cut Concrete	\$ 1,175	\$ 0.06
02005	Remove Concrete Slab	\$ 9,788	\$ 0.48
02230	Site Clearing	\$ 10,000	\$ 0.49
02300	Earthwork	\$ 12,900	\$ 0.63
02301	Hand Earthwork	\$ 1,500	\$ 0.07
02476	Micropile	\$ 7,500	\$ 0.37
02500	New Fire Hydrant @ 31st Street	\$ 48,910	\$ 2.38
02510	Fire Line - Main to 1st Flange	\$ 34,558	\$ 1.68
02530	2" Domestic Water Service	\$ 30,253	\$ 1.47
02580	Storm Drainage System	\$ 72,638	\$ 3.54
02630	Remove and Abandonment	\$ 32,711	\$ 1.59
02740	Asphalt Patching @ North Side	\$ 44,944	\$ 2.19
02820	Fencing and Gates	\$ 5,000	\$ 0.24
03110	Concrete Formwork @ New Exterior Walls	\$ 9,667	\$ 0.47
03300	Concrete Flatwork	\$ 8,483	\$ 0.41
03530	Concrete Repair @ Center Islands	\$ 19,270	\$ 0.94
04080	Masonry Reinforcing	\$ 4,843	\$ 0.24
04200	Masonry & Stucco	\$ 70,520	\$ 3.43
05120	Structural Steel	\$ 15,943	\$ 0.78
05400	Steel Erection	\$ 12,500	\$ 0.61
05500	Metal Fabrications	\$ 7,500	\$ 0.37
05501	Bollards	\$ 3,000	\$ 0.15
06100	Rough Carpentry	\$ 7,725	\$ 0.38
07110	Dampproofing	\$ 653	\$ 0.03
07500	Roof Patching	\$ 6,525	\$ 0.32

CMC GROUP, INC.
FED EX BUILDING REDUCTION
9/23/2014

CSI	Description	Square Footage (RSF) 20,540	
		Total	\$/SF
07502	Temporary Dry-in of Roof	\$ 2,500	\$ 0.12
07600	Flashing and Sheet Metal	\$ 1,305	\$ 0.06
07900	Sealants/Caulking	\$ 1,500	\$ 0.07
08100	Door, Frame & Hardware	\$ 1,291	\$ 0.06
08110	Hollow Metal Windows (3)	\$ 2,099	\$ 0.10
08112	Install Doors and Hardware	\$ 300	\$ 0.01
08360	Overhead Doors - (optional)	\$ 0	\$ 0.00
08410	Storefront System Modifications	\$ 2,500	\$ 0.12
08800	Glass and Glazing at New Windows	\$ 1,500	\$ 0.07
09001	Protection of Finishes (existing offices)	\$ 2,000	\$ 0.10
09901	Painting - Exterior (new exterior masonry)	\$ 10,375	\$ 0.51
13850	Fire Alarm Modifications	\$ 4,000	\$ 0.19
15300	Fire Protection	\$ 15,129	\$ 0.74
15400	Plumbing	\$ 12,700	\$ 0.62
15700	HVAC	\$ 14,000	\$ 0.68
16000	Demo Existing Electrical and Electrical Gear	\$ 11,103	\$ 0.54
16002	400 Amp Temp Service	\$ 10,056	\$ 0.49
16060	Re-Feed HVAC & Lighting From Temp Panel	\$ 34,041	\$ 1.66
16080	New 1600 Amp Switch Gear	\$ 72,362	\$ 3.52
16230	Misc. Electrical (lift & permit)	\$ 5,360	\$ 0.26
Subtotal		\$ 1,040,213	\$ 50.64
Contractor's Cost Contingency		\$ 78,016	\$ 3.80
Subtotal		\$ 1,118,229	\$ 54.44
Builder's Risk Insurance		\$ -	\$ -
General Liability Insurance		\$ 10,064	\$ 0.49
Mark-Up		\$ 78,981	\$ 3.85
Total		\$ 1,207,274	\$ 58.78
Grand Total		\$ 1,207,274	\$ 58.78

Exhibit C
(Form of Deed)

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (“Deed”), made as of this _____ day of _____, 201__, by _____, a _____, whose address is _____ (“Grantor”) to the CITY AND COUNTY OF DENVER, a Colorado municipal corporation of the State of Colorado and home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“Grantee”).

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

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

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

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

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

_____,
a _____
By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit A
Legal Description