

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the "City", "Lessee" or "Grantee"), and **4040 QUEBEC LLC**, a Colorado limited liability company, whose address is 225 East 16th Avenue, Suite 600, Denver Colorado 80203 (the "Lessor" or "Grantor").

WITNESSETH:

WHEREAS, the Lessor is the owner of certain property located at 4040 Quebec Street, Denver, Colorado 80216 ("Property"); and

WHEREAS, the Lessor is desirous of leasing said Property to Lessee for a non-congregate shelter as set forth in this Lease;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the Lessor agree as follows:

1. **LEASED PREMISES:** Subject to the terms of this Lease Agreement (hereinafter referred to as "Lease"), the Lessor agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the Lessor those certain premises (the "Leased Premises") located at 4040 Quebec Street, Denver, Colorado 80216, as more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein. The description contained on **Exhibit A** may be modified upon the written authorization of the Director of Real Estate to correct minor, technical errors.

2. **TERM:** The term of this Lease shall begin on the day Lessor takes title to the Property ("Commencement Date") and terminate twelve (12) months from the Commencement Date, or sooner if terminated pursuant to the terms of this Lease. City shall have the option to renew the lease for one additional three (3) month extension period with thirty (30) days' prior written notice. City may exercise the extension by the Director of Real Estate.

3. **RENT:** The Lessee shall pay to the Lessor for the rent of the Leased Premises the sum of Eighty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$83,333.33) per month for the full Lease term and Eighty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$83,333.33) a month for the possible extension of the Lease as referred to above paid

monthly in advance on the first business day of the month prorated from the Commencement Date for the first month and Lessee shall pay all expenses as outlined in Section 28 herein.

4. **MAXIMUM CONTRACT AMOUNT:** Notwithstanding any other provision in this Lease, the City's Maximum payment obligation will not exceed One Million Two Hundred and Fifty Dollars (\$1,250,000).

5. **USE:** The Leased Premises are to be used and occupied by the City for any lawful purpose. The City shall use the Leased Premises in a careful, safe, and proper manner, and shall not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver.

6. **OPTION:**

6.1. Grantor, for Grantor and Grantor's heirs, successors, and assigns, hereby agrees to provide to Grantee an irrevocable option to purchase the Property for THIRTY NINE MILLION DOLLARS (\$39,000,000) plus associated closing costs, holding costs, and acquisitions fees and the costs of any improvements completed by the Lessor after prior written consent of the Lessee. The term of this Option shall commence on the Commencement Date of this Lease and continue with a potential three (3) month extension of the Lease pursuant to Section 2 above. Collectively, this Lease creates in Grantee an Option to purchase the Property, or any portion thereof, according to the terms and conditions hereof ("Option").

6.2. The Option granted in Paragraph 6.1 above shall be honored by Grantor and exercised by Grantee in the following manner:

(a) In consideration for the Option, Grantee agrees to pay Ten Thousand Dollars (\$10,000.00) to the Grantor.

(b) The City shall have the ability but not the obligation to exercise this Option at any point prior to the expiration date of the Option with a possible three (3) month extension pursuant to Section 2 above (the "Option Term"). In order to exercise the Option, the City shall provide notice in writing to the current owner of the property of the intent to exercise the Option and the transaction shall close prior to the expiration of the Option Term.

(c) If the City exercises the Option, the parties shall enter into a Purchase and Sale Agreement in a form that is substantially similar to that attached in Exhibit B of the Option Agreement defined below.

(d) The parties shall close the transaction within thirty (30) days from the date the City provides notice to the property owner pursuant to Section 6.2(b) above.

(e) This Option shall be recorded in a "Option Agreement" in the records of the Denver Clerk and Recorder and shall run with the land.

7. **"AS IS" CONDITION:** The Leased Premises are accepted by the City in an "AS IS," "WHERE IS" condition, with all faults and defects. The Lessor does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises.

8. **QUIET ENJOYMENT:** Lessee shall and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Lessee pay the rental herein recited and performs all of Lessee's covenants and agreements herein contained.

9. **IMPROVEMENTS AND ALTERATIONS:**

(a) **By Lessor:** Unless otherwise expressly stipulated herein, the Lessor shall not be required to make any improvements to or repairs of any kind or character on the Leased Premises during the term of this Lease, except repairs as may be deemed necessary by the Lessor for normal maintenance operations of the Leased Premises.

(b) **By Lessee:** Lessee shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld.

10. **ENTRY BY LESSOR:** Lessee shall permit Lessor to enter into and upon the Leased Premises at all reasonable hours to inspect the same, and make any repairs deemed necessary by the Lessor.

11. **CARE AND SURRENDER OF THE LEASED PREMISES:** At the termination of this Lease, Lessee shall deliver the Leased Premises to the Lessor in the same condition as the Leased Premises were in at the beginning of this Lease term, ordinary wear and tear excepted; and Lessee shall remove all of Lessee's movable furniture and other effects.

12. **INDEMNITY:**

(a) Lessor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Lease, whether during the Lease term or after, ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Lessor either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

(b) Lessor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Lessor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

(c) Lessor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Lease shall in no way lessen or limit the liability of the Lessor under the terms of this indemnification obligation. The Lessor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Lease.

13. **LOSS OR DAMAGE:** The City shall not be liable or responsible to Lessor for any loss or damage to any property or person occasioned by theft, fire, Act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental

entity other than the City. If the Leased Premises, through no fault or neglect of Lessee, its agents, its employees, invitees, or visitors shall be partially destroyed by fire or other casualty so as to render the Leased Premises untenable, and the Lessor elects to repair the same, the Lease shall continue in full force and effect. In the event such repairs cannot be made within ninety (90) days, the City may elect to terminate this Lease. In the event of the total destruction of the Leased Premises, or partial destruction in the event the Lessor elects not to repair the Leased Premises, without fault or neglect of the City, its agents, employees, invitees, or visitors, or if from any cause the Leased Premises shall be so damaged, then all rent owed up to the time of such destruction or termination shall be paid by the City and this Lease shall cease and come to an end.

14. **HAZARDOUS SUBSTANCES:** The City shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises. If Hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises, or if the Leased Premises become contaminated in any manner due to the actions or inactions of the Lessee, Lessee shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Lease term and arising as a result of those actions or inactions by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the premises. Lessee shall first obtain Lessor's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local

governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

15. **REMEDIES UPON BREACH:** In the event of a breach of this Lease by Lessee, the Lessor shall have all of the rights and remedies provided at law or in equity.

16. **TERMINATION:** The City may, at the discretion of the Director of Real Estate, terminate this Lease upon thirty (30) days written notice to the Lessor in the event the Lessor does not meet the obligations and goals set forth in this Lease. The Lessor shall be given the right to cure any deficiencies noted within thirty (30) days of notice from the City. If such cure is effected within the thirty (30) day period, or in the event the cure cannot be fully completed within thirty (30) days, and Lessor has started making good faith efforts to cure any violations, and has completed such actions within ninety (90) days, this Lease will not be terminated. Determination of whether a cure has been effected shall be at the sole discretion of the Director of Real Estate.

17. **INTENTIONALLY DELETED.**

18. **NONDISCRIMINATION:** In connection with Lessor's performance pursuant to this Lease, Lessor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The contractor shall insert the foregoing provision in all subcontracts.

19. **LESSOR'S INSURANCE:** Lessor agrees to secure, at or before the time of execution of this Lease, the following insurance covering all operations, goods or services provided pursuant to this Lease. Lessor shall keep the required insurance coverage in force at all times during the term of the Lease, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Lease. Such notice shall reference the City contract number listed on the signature page of this Lease. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days

prior. If such written notice is unavailable from the insurer, Lessor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Lessor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Lease are the minimum requirements, and these requirements do not lessen or limit the liability of the Lessor. The Lessor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Lease.

- (a) **Proof of Insurance:** Lessor may not commence services or work relating to this Lease prior to placement of coverages required under this Lease. Lessor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Lease. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Lease shall not act as a waiver of Lessor's breach of this Lease or of any of the City's rights or remedies under this Lease. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (b) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Lessor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (c) **Waiver of Subrogation:** For all coverages required under this Lease, Lessor's insurer shall waive subrogation rights against the City.
- (d) **Subcontractors and Subconsultants:** Lessor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Lease) procure and maintain coverage as approved by the Lessor and appropriate to their respective primary business risks considering the nature and scope of services provided.

- (e) Workers' Compensation and Employer's Liability Insurance: Lessor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- (f) Commercial General Liability: Lessor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- (g) Automobile Liability: Lessor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used at the Leased Premises.
- (h) Property Insurance: Lessor shall maintain all-risk property insurance in the amount of the value of the Property.

20. **VENUE, GOVERNING LAW:** This Lease shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Lease shall lie in the State District Court in and for the City and County of Denver, Colorado.

21. **ASSIGNMENT AND RIGHT TO SUBLEASE:** The Lessor shall not assign, sublet or transfer its rights under this Lease without first obtaining the written consent of the City and County of Denver Director of Real Estate.

22. **EXAMINATION OF RECORDS:** The Lessor agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after termination of Lease, have access to and the right to examine any directly pertinent books, documents, and records of the Lessor involving matters directly related to this Lease.

23. **AMENDMENT:** No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Lease, however, the Director of Real Estate shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Lease. The failure of

either party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Lease, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

24. **SEVERABILITY**: If any portion of this Lease is determined by a court to be unenforceable for any reason, the remainder of the Lease remains in full force and effect.

25. **BINDING EFFECT**: This Lease when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto, subject to assignment or sublease in accordance with paragraph 23 above.

26. **THIRD PARTIES**: This Lease does not, and shall not be deemed or construed to, confer upon or grant to and third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

27. **NOTICES**: All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

To the City: Mayor's Office
City and County Building
1437 Bannock Street, Room 350
Denver, CO 80202

With copies to: Denver City Attorney
Denver City Attorney's Office
201 West Colfax Avenue, Dept. 1207
Denver, CO 80202

Department of Finance | Office of Real Estate
Attn: Director of Real Estate
201 West Colfax Avenue, Dept. 1010
Denver, CO 80202

Denver Department of Housing
Attn: Director of HOST
201 West Colfax Avenue, 6th Floor
Denver, CO 80202

To Lessor: 4040 Quebec LLC
c/o: Rocky Mountain Communities
225 East 16th Avenue, Suite 600
Denver, CO 80203
Attn: Mark Marshall
e-mail: mmarshall@rmcommunities.org

With copies to: Law Office of Mark Berry
1 Wren
Littleton, CO 80127
Attn: Mark Berry
e-mail: BerryMP1@aol.com

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the party.

28. **MAINTENANCE AND OPERATIONS COSTS AND CHARGES:** Lessor shall have no responsibility, financial or otherwise, for the maintenance or upkeep of the Leased Premises. Lessee, at its sole cost and expense, shall take and keep the Leased Premises, and all improvements, fixtures and equipment now or hereafter located thereon, in as good order, repair and in the same condition as of the Commencement Date, ordinary wear and tear excepted. Lessee shall keep and maintain the Leased Premises in a clean and safe condition. Lessee shall not permit the accumulation of waste or refuse matter, nor permit anything to be done or allow any condition to exist which are prohibited by any insurance policy in force from time to time covering the Leased Premises, including any policy which may at any time be held by Lessor or which Lessee is required to obtain under the terms of this Lease. Tenant shall not obstruct or permit the obstruction of any streets or sidewalks located on or adjoining the Leased Premises.

(a) The Lessee shall, at its own expense, provide for all day-to-day utility, operations, inspections, and maintenance and upkeep services for the interior and exterior of the Leased Premises, including but not limited to water, gas, sewer, electricity, trash, snow removal, janitorial, TV, Internet and telephone service, lawn and ground care, pest control, appliances, mechanical and electrical systems, plumbing, exterior litter pickup, graffiti removal, monitoring fire alarms and fire phone line, fire suppression system, parking lot, fences, windows, structural, roof, gutters, downspouts, signage, and all other services supplied to the Leased Premises. Such maintenance

and upkeep includes, but is not limited to the foundation, roof, exterior walls, and related integral structural components (collectively, “Structural Repairs”), including any structural change or addition required by federal, state or City laws, or by zoning, building, health or safety regulations and includes asbestos removal and the replacement of asbestos-containing materials, if necessary. Lessee acknowledges and understands that Lessee may provide said Structural Repairs directly through its Facilities Management division, or it may cause such services to be provided through the use of independent contractors or by means of other service agreements.

(b) All repairs and replacements performed by Lessee, or its contractor, must be performed in accordance with all applicable City requirements for construction on City property.

(c) The Lessor at its sole discretion reserves the right, but not the obligation, to undertake capital improvements during the term of this Lease at its own expense. The Lessor agrees that it will consult with the Lessee before undertaking any such improvements.

(d) The Lessee shall enforce a no smoking and no meth usage policy throughout the interior of the Property and be responsible for any repairs or remediation due to the same.

29. **ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. Further, this Lease supersedes any and all prior written or oral agreements between the parties.

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

31. **NO PERSONAL LIABILITY:** No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of Lessee shall be charged personally or held contractually liable by or to the other party under any term or

provision of this Lease or because of any breach thereof or because of its or their execution, approval or attempted execution of this Lease.

32. **CONFLICT OF INTEREST BY CITY OFFICER:** Lessee represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interest in this Lease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

33. **APPROPRIATION:** All obligations of the City under and pursuant to this Lease are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Lease and paid into the Treasury of the City.

34. **REASONABLENESS OF CONSENT OR APPROVAL:** Whenever under this Lease “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, moral and ethical standards, as well as business and economic considerations.

35. **AUTHORITY TO EXECUTE:** Lessee represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Lessee.

36. **PARAGRAPH HEADINGS:** The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Lease or to define, limit or describe the scope or intent of this Lease or the particular paragraphs to which they refer.

37. **CITY’S EXECUTION OF AGREEMENT:** This Lease shall not be or become effective or binding on the City until full execution by all signatories set forth below.

38. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Lessor consents to the use of electronic signatures by the City. The Lease, 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 Lease 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 Lease 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.

Contract Control Number: FINAN-202370700-00
Contractor Name: 4040 QUEBEC LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202370700-00
4040 QUEBEC LLC

By: SEE VENDOR SIGNATURE PAGE ATTACHED

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

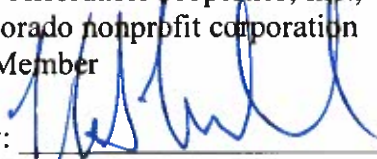
Name: _____
(please print)

Title: _____
(please print)

LESSOR:

4040 QUEBEC LLC,
a Colorado limited liability company

By: RMC Affordable Properties, Inc.,
a Colorado nonprofit corporation
Its: Sole Member

By: 
Mark Marshall,
President/CEO

STATE OF COLORADO)
)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me on the 16 day of October, 2023, by Mark Marshall, VP of Real Estate / Interim CEO of RMC Affordable Properties, Inc., a Colorado nonprofit corporation, sole member of 4040 QUEBEC LLC, a Colorado limited liability company.

WITNESS my hand and official seal.



Notary Public

CHRIS FURLONG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234028072
MY COMMISSION EXPIRES JULY 25, 2027

EXHIBIT A

(Legal Description of Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

THAT PART OF THE NW 1/4 SW 1/4 OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF VACATED EAST 42ND AVENUE WHICH LIES 150.00 FEET EAST OF THE WEST LINE OF SAID NW 1/4 SW 1/4;

THENCE SOUTH 89 DEGREES 57 MINUTES EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES WEST ALONG THE EASTERLY LINE OF INTERSTATE HIGHWAY 70, A DISTANCE OF 140.90 FEET;

THENCE SOUTH 22 DEGREES 59 MINUTES 45 SECONDS EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 493.60 FEET;

THENCE SOUTH 79 DEGREES 38 MINUTES 45 SECONDS EAST, A DISTANCE OF 242.14 FEET;

THENCE SOUTH 10 DEGREES 21 MINUTES 15 SECONDS WEST, A DISTANCE OF 140.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE SOUTH 79 DEGREES 38 MINUTES 45 SECONDS EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 72.17 FEET;

THENCE NORTH 10 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 440.30 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY;

THENCE NORTH 49 DEGREES 29 MINUTES WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 796.78 FEET TO THE EASTERLY LINE OF INTERSTATE HIGHWAY 70;

THENCE SOUTH 00 DEGREES 03 MINUTES WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 161.25 FEET TO THE POINT OF BEGINNING,

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF THE NW 1/4 SW 1/4 OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF VACATED EAST 42ND AVENUE WHICH LIES 150.00 FEET EAST OF THE WEST LINE OF SAID NW 1/4 SW 1/4;

THENCE SOUTH 89 DEGREES 57 MINUTES EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 70, A DISTANCE OF 140.90 FEET;

THENCE SOUTH 22 DEGREES 59 MINUTES 45 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 493.60 FEET;

THENCE SOUTH 79 DEGREES 38 MINUTES 45 SECONDS EAST, A DISTANCE OF 242.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 79 DEGREES 38 MINUTES 45 SECONDS EAST, A DISTANCE OF 72.17 FEET;

THENCE SOUTH 10 DEGREES 21 MINUTES 15 SECONDS WEST, A DISTANCE OF 140.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE NORTH 79 DEGREES 38 MINUTES 45 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY A DISTANCE OF 72.17 FEET;

THENCE NORTH 10 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING;

AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF THE NW 1/4 SW 1/4 OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE SOUTH LINE OF VACATED EAST 42ND AVENUE WHICH LIES 150.00 FEET EAST OF THE WEST LINE OF SAID NW 1/4 SW 1/4;

THENCE SOUTH 89 DEGREES 57 MINUTES EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES WEST ALONG THE EASTERLY LINE OF INTERSTATE HIGHWAY 70, A DISTANCE OF 50.00 FEET;

THENCE IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 145.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY;

THENCE NORTH 49 DEGREES 29 MINUTES WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 240.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 70;

THENCE SOUTH 00 DEGREES 03 MINUTES WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 161.25 FEET TO THE POINT OF BEGINNING,
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

EXHIBIT B
(Certificate of Insurance)