

## STADIUM PROPERTY AGREEMENT

THIS STADIUM PROPERTY AGREEMENT (this “**Agreement**”) is entered into as of the Effective Date (defined below) by and among the **CITY AND COUNTY OF DENVER**, a home rule city and a municipal corporation of the State of Colorado (the “**City**”), **DENVER REAL ESTATE VENTURES, LLC**, a Delaware limited liability company (“**DREV**”), and **BROADWAY STATION METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), each a “**Party**” and collectively the “**Parties**”.

### RECITALS

A. The City and the District are parties to that certain Intergovernmental Agreement dated May 18, 2025 (the “**2025 IGA**”) which contemplates (a) the District’s acquisition and ownership of the Stadium Site Property required for the Stadium Site Project; and (b) funding to be provided by the City for the District’s acquisition of the Stadium Site Property and for the District to acquire, design, and construct certain Stadium Site Property Public Improvements to be made in connection with the Stadium and the Stadium Site Property. Unless otherwise defined herein, all initially capitalized terms have the meanings given to such terms in the 2025 IGA.

B. DREV has entered into a purchase agreement (the “**Purchase Agreement**”) with BSP West, LLC (“**BSP**”), to acquire from BSP that certain property which is legally described and depicted on **Exhibit A** attached hereto (the “**Property**”). The Property comprises a portion of the land contained within the plat of Broadway Station Filing No. 4 (“**Filing 4 Plat**”), which plat was recorded in the land records of the City and County of Denver (“**Land Records**”) on April 1, 2024, under Reception No. 2024026313. On the Closing Date, the Property, together with Lot 1B (defined below), are intended to collectively comprise the Stadium Site Property, which is legally described and depicted in **Exhibit B** attached hereto.

C. Prior to the Effective Date, DREV submitted to the City a proposed replat of the land within the Filing 4 Plat. Such replat, known as Broadway Station Filing No. 5 (“**Filing 5 Plat**”), proposes to subdivide the subject land into new lots and tracts, as depicted on the page from the draft Filing 5 Plat attached hereto as **Exhibit C**. While not part of the land within the Filing 4 Plat, it is intended that the land (“**Lot 1B Land**”) that will comprise Lot 1B as shown on the Filing 5 Plat (“**Lot 1B**”) will be owned or otherwise controlled by the District so that, following the recordation of the Filing 5 Plat after the Closing Date, the Stadium Site Property will consist of Lots 1A and 1B, and Tracts A, AA, B, C, D, E and F as shown on the Filing 5 Plat.

D. As contemplated by the 2025 IGA, the Parties desire to set forth in this Agreement the process by which the District will acquire the Stadium Site Property and the funds that will be provided by the City for such acquisition and for the Stadium Site Property Public Improvements, and the conditions precedent to the same.

### AGREEMENT

NOW THEREFORE, for and in consideration of the recitals set forth above and hereby incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

## 1. CLOSING

1.1 **Manner of Closing.** The closing of the acquisition by the District of the Property (the “**Closing**”) will be administered by Land Title Guarantee Company (the “**Title Company**”) and will occur through escrow with the Title Company pursuant to closing instructions promulgated by each of the Parties.

1.2 **Closing Date.** Subject to the terms and conditions of this Agreement, (a) Closing under this Agreement is to occur simultaneously with the closing under the Stadium Property PSA; and (b) in accordance with the terms of the Stadium Property PSA, Closing shall occur on December 30, 2025, or such earlier date agreed to by the Parties (the “**Closing Date**”), provided DREV shall have five options to extend the Closing Date by 30 days consistent with its extension options under the Stadium Property PSA.

1.3 **Documents and Funds to be Deposited by DREV.** Upon confirmation by DREV that the Closing Conditions (defined below) for its benefit have either been satisfied or waived by DREV, DREV shall deliver, and/or cause BSP to deliver, as applicable, to the Title Company, on or before the Closing Date, the following:

(a) a Special Warranty Deed conveying the Property to the District, subject to all exceptions of record approved by the Parties, duly executed and acknowledged by BSP, in substantially the form attached hereto as **Exhibit D** (the “**Deed**”);

(b) funds in the amount of \$5,600,000 deposited into escrow by DREV equal to the difference between the amount of the purchase price under the Stadium Property PSA and the District Property Purchase Funds (defined below), which includes \$1,400,000 previously deposited into escrow by DREV (the “**DREV Property Purchase Funds**”);

(c) one or more settlement statement(s) duly executed by DREV and BSP reflecting payment of the DREV Property Purchase Funds and the District Property Purchase Funds to BSP, subject to adjustments and prorations as required under this Agreement or the Stadium Property PSA, as approved by BSP and the Parties (collectively, the “**Settlement Statement**”);

(d) an executed certificate of non-foreign person duly executed by BSP;

(e) a duly executed counterpart of a general assignment and bill of sale, in the form attached hereto as **Exhibit E** (the “**Bill of Sale**”), conveying all of BSP’s right, title and interest in and to any intangible property to the District;

(f) an executed DR-1083;

(g) such evidence as the Title Company may reasonably require confirming DREV’s and BSP’s authority to execute and deliver the documents required of it and to consummate the transaction contemplated hereby;

(h) an acknowledgement and consent to the Funding Agreement for Public Improvements in the form attached hereto as **Exhibit F** (“**Funding Agreement**”) duly executed by DREV;

(i) an acknowledgement and consent to the Property Purchase Option (defined below) duly executed by DREV; and

(j) such affidavits and other documents reasonably requested by the Parties or Title Company to consummate the acquisition of the Property by the District in accordance with this Agreement and the Stadium Property PSA.

1.4 Documents and Funds to be Deposited by City. Upon confirmation by the City that the Closing Conditions for its benefit have been fulfilled or waived by the City, the City shall deposit into escrow with the Title Company, on or before the Closing Date, funds in the amount of \$50,000,000, which funds shall be paid to the District and shall constitute the Stadium Site Project Funding as contemplated by the 2025 IGA. In connection with the foregoing, (a) the City and the District shall instruct the Title Company, and the Settlement Statement shall reflect, that \$35,400,000 (the “**District Property Purchase Funds**”) of the Stadium Site Project Funding shall be paid by the District and disbursed to BSP at Closing as partial payment of the purchase price for the Property as provided in the Stadium Property PSA (with the remainder of such purchase price being paid by DREV via the DREV Property Purchase Funds); and (b) the remaining \$14,600,000 of the Stadium Site Project Funding shall be disbursed to the District for the following purposes and uses: (i) \$223,629.50 shall be paid to the Colorado Department of Transportation (“CDOT”) to cause it to relinquish its right of way in and to the Lot 1B Land so that such land, either on or after the Closing Date, is owned or otherwise controlled by the District free from any such right of CDOT, and (ii) the amount of \$14,376,370.50 shall be paid to the District to fund all or a portion of the acquisition, design, and construction of the Stadium Site Property Public Improvements in accordance with the Funding Agreement. In addition to the Stadium Site Project Funding, upon confirmation by the City that the Closing Conditions for its benefit have been fulfilled or waived by the City, the City shall also deposit into escrow with the Title Company, on or before the Closing Date, (y) a duly executed and notarized counterpart of the Funding Agreement, which may be executed by and notarized on behalf of the City’s Chief Financial Officer or her designee (the “**CFO**”); and (z) a duly executed and notarized counterpart of the Property Purchase Option, which may be executed by and notarized on behalf of the City’s Director of Real Estate or her designee (the “**Director**”).

1.5 Documents to be Deposited by District. Upon confirmation by the District that the Closing Conditions for its benefit have been fulfilled or waived by the District, the District shall deliver or cause to be delivered to the Title Company, on or before the Closing Date, the following:

(a) a duly executed and notarized counterpart of the Option Agreement in the form attached hereto as **Exhibit G** (the “**Property Purchase Option**”);

(b) a duly executed Settlement Statement;

(c) two duly executed counterparts of the Bill of Sale;

(d) an executed TD-1000;

(e) any documents that are required to be executed by the District in connection with its acquisition or control of the Lot 1B Land on and/or after the Closing Date;

(f) such evidence as the Title Company may reasonably request confirming the District’s authority to execute and deliver the documents required of it and to consummate the transaction contemplated hereby; and

(g) such affidavits and other documents reasonably requested by the Parties or Title Company to consummate the acquisition of the Property by the District in accordance with this Agreement and the Stadium Property PSA.

1.6 Closing Sequence. Upon receipt of confirmation from each Party that the Closing Conditions for the benefit of such Party have been satisfied or waived and that the Title Company has authorization to close pursuant to closing instructions issued by each Party, the Title Company shall close the transaction contemplated by this Agreement and the Stadium Property PSA, including without limitation disbursing the DREV Property Purchase Funds and the District Property Purchase Funds to BSP in accordance with the Settlement Statement, delivering fully executed originals or copies of the Funding Agreement to the Parties, and recording the Deed and Property Purchase Option in the land records of the City and County of Denver. In addition, the Title Company shall disburse to CDOT any amount owed to it in connection with the relinquishment of its right of way in and to the Lot 1B Land as contemplated by this Agreement, and the Title Company shall deliver and record, as applicable, any documents evidencing CDOT's relinquishment of such right so the Lot 1B Land can be owned or otherwise controlled by the District on or after the Closing Date, subject to any required vacation by the City, after the Closing Date, of any public rights of way in and to the Lot 1B Land. The documents which are required to be executed by the City in connection with the Closing may be executed by the CEO or the Director.

1.7 Closing Costs and Prorations. Without limiting the obligation of the City to deposit the Stadium Site Project Funding into escrow on or before the Closing Date, the Parties acknowledge and agree that neither the District nor the City shall be responsible for paying any costs associated with the Closing under this Agreement or the closing under the Stadium Property PSA (collectively, the "**Closing Costs**"), which Closing Costs may include, without limitation, (a) the premium for any title insurance policy(ies) to be issued to the District for the Property and the Lot 1B Land; (b) any documentary, transfer, real estate, and recording taxes and/or fees associated with the conveyance of the Property to the District, including without limitation recording costs for the Deed and Property Purchase Option; (c) any documentary, transfer, real estate, and recording taxes and/or fees associated with the conveyance of ownership or control of the Property to the District; (d) fees charged by the Title Company for real estate closing services; (e) fees or costs to cause any monetary liens or encumbrances to be released from the Property prior to or at Closing; and (f) any broker commissions or fees for real estate services provided by or on behalf of DREV and/or BSP. All Closing Costs shall be paid solely by DREV, except those costs which are required to be paid by BSP under the Stadium Property PSA. In addition, all taxes and special assessments for the year of Closing, all utility, water, and sewer charges for the year of Closing, and any other fees or charges related to the Property or the Lot 1B Land that are typically apportioned as of the Closing Date, shall be apportioned and paid solely by DREV, except to the extent any of the foregoing are to be apportioned and/or paid by BSP under the Stadium Property PSA. The Parties acknowledge and agree that both the District and the City are exempt from the payment of taxes and assessments, and as a result, neither the District nor the City shall be liable or responsible for the proration or payment of taxes or assessments for or associated with the Property or the Lot 1B Land, and neither the District nor the City shall be responsible for the proration or payment of any other charges for or associated with the Property or the Lot 1B Land which the District or City is or will be exempt from paying prior to, at, or after Closing. The provisions of this section shall survive the Closing.

## 2. CLOSING CONDITIONS

2.1 Approval of Closing Conditions. The obligation of each Party to consummate the transaction contemplated hereunder is subject to the satisfaction of the conditions precedent for such Party's benefit described below ("**Closing Conditions**") at or before the Closing, or such Party's waiver thereof. Notwithstanding anything to the contrary set forth herein, the Parties acknowledge and agree that each agreement, entitlement, document or other Closing Condition, and any conditions imposed in connection therewith, must be approved by BSP and each Party, to the extent binding on BSP or such Party, in addition to the approval of any other third parties who will be bound by any such agreement, entitlement, document or other Closing Condition. Each Party shall work cooperatively with the other Parties and use good faith

efforts to satisfy each of the Closing Conditions that are within such Party's control to satisfy prior to the Closing Date.

## 2.2 Closing Conditions.

(a) The Title Company shall issue (or shall be prepared and irrevocably and unconditionally committed to issue) a 2021 ALTA form of extended coverage owner's policy of title insurance insuring fee simple title to the Stadium Site Property in the District in the amount of the purchase price set forth in the Stadium Property PSA, subject only to such exceptions as are approved by the Parties.

(b) BSP and DREV shall have confirmed that the closing conditions set forth in the Stadium Property PSA have been satisfied or waived by the party to whose benefit such closing condition inures.

(c) The Denver City Council ("**City Council**") shall have approved this Agreement, including without limitation the forms of the Funding Agreement and the Property Purchase Option attached hereto, and shall have approved the following documents relating to the proposed development of the Stadium Site Property:

(i) the rezoning of the Stadium Site to "Planned Unit Development" (PUD) with an underlying base district of CMP/ENT;

(ii) any documents, in forms approved by the Parties, that are required for the District to own or control the Lot 1B Land at or after Closing, subject to any required vacation by the City, after the Closing Date, of any public rights of way in and to the Lot 1B Land;

(iii) the Filing 5 Plat, provided if such plat has not been approved by City Council and/or recorded prior to Closing, this Closing Condition shall be deemed satisfied if, prior to Closing, the Parties have agreed upon a metes and bounds legal description of the Stadium Site Property, whether in the form of Exhibit B attached hereto or in any amendment to such description and exhibit as may hereafter be agreed to by the Parties;

(iv) any amendment the Parties agree need to be made to the 2017 IGA, in a form agreed to by the Parties; and

(v) any amendment the Parties agree need to be made to the 2025 IGA, in a form agreed to by the Parties.

(d) The District and DREV shall have entered into the Stadium Agreements, following review and comment by the City.

(e) The District and the Denver Urban Renewal Authority ("**DURA**") shall have executed and delivered amendments to the Redevelopment Agreement, including without limitation amendments to Exhibit B attached thereto, all of which amendments shall be in form and content acceptable to such Parties.

(f) The Parties shall have approved the Stadium Site Project Funding Budget, which budget shall be attached hereto as Exhibit H prior to Closing.

(g) CDOT shall have agreed, in a form that has been approved by the Parties, to relinquish its right of way in and to the Lot 1B Land, and CDOT shall have executed and delivered all documents, in forms approved by the Parties, evidencing such relinquishment so the District will own or otherwise control the Lot 1B Land on or after the Closing Date free from such CDOT right, subject to any required vacation by the City, after the Closing Date, of any public rights of way in and to the Lot 1B Land.

If, prior to the Closing Date, any of the Closing Conditions specified in this Section 2.2 are not satisfied or waived by the Party(ies) for whose benefit the Closing Condition(s) exist, then such Party(ies) may deliver written notice of such failed Closing Condition(s), in which event the Closing Date will be extended until the earlier of an additional 30 days or the date on which all Closing Conditions are satisfied or waived, and the Parties will cooperate to satisfy all such conditions stated herein; provided, however, if Closing has not occurred by December 31, 2027 as a result of the failure of any Closing Conditions stated herein, then the City shall have the right to terminate this Agreement by written notice to the other Parties, in which event none of the Parties hereto shall have any further rights or obligations under this Agreement except for any rights or obligations which expressly survive the termination of this Agreement.

### 3. REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties. Each Party hereby represents to the other Parties that as of the Effective Date of this Agreement and as of the Closing Date:

(a) Such Party has the requisite power and authority to execute and deliver this Agreement and the related documents to which such Party is a signatory;

(b) The execution and delivery of this Agreement by such Party has been duly authorized by all requisite action(s) and creates valid and binding obligations of such Party enforceable in accordance with its terms, subject to the terms of this Agreement and subject to the effect of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing, the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors;

(c) To the actual knowledge of such Party, neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental authority or conflict with, result in a breach of, or constitute a default under any contract, lease, license instrument or other arrangement to which such Party is bound;

(d) Except as otherwise contemplated in the Stadium Property PSA, the Property Purchase Option to be granted pursuant to this Agreement, the Stadium Agreements, any easements contemplated by DREV's site development plan or that are otherwise necessary for the operation and use of the Property as contemplated hereunder, and any documents which are the subject of the Closing Conditions in Section 2.2 above, such Party has not granted, and such Party has no actual notice that any third party (including without limitation BSP) has granted, to any third party any contracts of sale, options to purchase, reversionary rights, rights of first refusal, rights of first offer, lease or other occupancy rights, easements, licenses, or any similar rights affecting all or any portion of the Property; and

(e) SUCH PARTY IS FREELY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT UNCOERCED BY ANY OTHER PARTY OR PERSON AND SUCH PARTY HAS READ THIS AGREEMENT AND HAS BEEN AFFORDED THE OPPORTUNITY TO OBTAIN THE



ADVICE OF LEGAL COUNSEL OF ITS CHOICE WITH REGARD TO THIS AGREEMENT AND UNDERSTANDS THE SAME.

#### 4. GENERAL PROVISIONS

4.1 Certificates of Occupancy. As contemplated by the 2025 IGA, the City acknowledges and agrees that the acquisition, construction, and/or completion of the North Bridge shall not be a condition to the receipt of any permits or other entitlements, or to the construction of or issuance of a certificate of occupancy, for the Stadium. The completion of the Stadium, as evidenced by the issuance of a certificate of occupancy therefor, shall be a condition to the issuance of certificates of occupancy for any other improvements to be constructed within the Filing 5 Plat.

4.2 Waivers, Integration, Conflicts and Amendments. In no event shall any payment or performance hereunder by any Party constitute or be construed to be a waiver by such Party of any breach of covenant or condition, or any default which may then exist on the part of any other Party, and the making of any such payment or rendering of such performance when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the non-breaching Party with respect to such breach or default (subject to the provisions of Section 4.10 below); and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be construed as a waiver of any succeeding or other breach. This Agreement, including all exhibits attached hereto, which are hereby incorporated into and form a part of this Agreement, is intended as the complete integration of all understandings between the Parties with respect to the subject matter hereof, except for such other agreements among the Parties as are expressly referenced and contemplated herein. No prior or contemporaneous addition, deletion or other amendment to this Agreement; no oral or written representation or promise by any of the Parties or their respective elected officials, directors, officers, agents or employees; and no subsequent novation, modification, renewal, addition, deletion or other amendment to this Agreement shall have any force or effect whatsoever unless embodied in a written amendatory or other agreement properly executed by the Parties, including all required signatories of the City and, if required by the Denver City Charter (“**Charter**”), approved by City Council; provided, however, the Parties may alter any time for performance set forth in this Agreement, or make technical, minor, or non-substantive changes to this Agreement, by a letter, amendment, or other writing signed by either the CFO or the Director. In the event of any conflict between this Agreement and the 2025 IGA or any other document relating to the subject matter hereof, the provisions of this Agreement shall control. Subject to the foregoing, this Agreement and any amendments hereto shall be binding upon the Parties, their successors and assigns.

4.3 Governing Law. Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of State law, including specifically the Special District Act and the Charter, D.R.M.C. ordinances, regulations, executive orders and fiscal rules enacted or promulgated by the City pursuant thereto. The Charter and the D.R.M.C., as the same may be amended from time to time, are hereby expressly incorporated into this Agreement, as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

4.4 Effective Date. This Agreement is subject to, and will not become effective or binding on the City until, full execution by all signatories of the City after City Council approval of this Agreement. The effective date of this Agreement (“**Effective Date**”) shall be the date the City delivers a fully executed copy of this Agreement to the other Parties.

4.5 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

4.6 Severability. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal by the courts or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

4.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document.

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

4.9 Appropriation. It is understood and agreed that any payment obligations of the City or the District hereunder, whether direct or contingent, shall extend only to funds which have been or may be appropriated by such Party's governing body from time to time for the purpose of this Agreement, encumbered for the purpose of this Agreement, and paid into the Treasury of the City or District, respectively.

4.10 Default and Remedies; Maximum Contract Amount. In the event any Party is in default of any of its representations, warranties, covenants, or obligations under this Agreement, and if such default is not cured within ten (10) business days after notice thereof is delivered to the defaulting Party, then except as otherwise provided herein, the non-defaulting Parties shall have such rights and remedies as are available at law or in equity, including for specific performance, injunctive, or other appropriate relief, and including actual damages, as may be available according to the laws and statutes of the State of Colorado; provided, however, (a) the Parties hereby release and forever waive any claims for incidental, consequential or punitive damages and attorneys' fees or costs; and (b) the sole right and remedy available to DREV and the District for the City's failure to timely cure a default under this Agreement, including the City's failure to deposit the Stadium Site Project Funding as and when required under this Agreement, shall be to recover actual damages, not to exceed the amount of the Stadium Site Project Funding. As a result of the foregoing, the City's maximum liability under this Agreement, and the maximum amount the City can be obligated to pay under this Agreement, shall not exceed \$50,000,000. Any delay in asserting any right or remedy available to a Party under this Agreement shall not operate as a waiver of any such right or limit such rights in any way. Notwithstanding the foregoing or any contrary provision in this Agreement, nothing contained in this Agreement is intended or shall be construed to waive or limit the protections provided to any Party under the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time.

4.11 Relationship of Parties. No Party to this Agreement shall be deemed to be an agent of the other or be deemed as acting on the other's behalf for agency purposes. Each Party agrees not to assume, create or enter into any obligation, agreement or commitment of any nature on behalf of the other, except as specifically authorized in this Agreement. Each Party further agrees not to make any warranties to any third party concerning any matters that are not in accordance with this Agreement.

4.12 No Third Party Beneficiaries. This Agreement will operate only between the Parties and shall inure solely to the benefit of the Parties. Nothing contained in this Agreement will extend any claim or right of action to any third person or entity, including without limitation BSP. Any person or entity other than the City, the District or DREV receiving services or benefits pursuant to this Agreement will be considered an incidental beneficiary only.



4.13 Colorado Open Records Act. The Parties agree and acknowledge that the City and the District are each subject to the requirements of the Colorado Open Records Act, C.R.S. § 24-72-201, et seq.

4.14 Survival of Certain Provisions. The Parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication or express statement, contemplate continued performance or compliance after Closing or beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive Closing or such expiration or termination and shall continue to be enforceable as provided herein for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

4.15 Police Powers. Nothing in this Agreement shall impair the City's exercise of its police powers as a home rule municipality of the State.

4.16 Time is of the Essence. The Parties agree that in the performance of the terms, conditions and requirements of this Agreement time is of the essence.

4.17 Good Faith and Fair Dealing. The Parties agree to act in good faith in dealing with the other Parties, to not undermine the rights or obligations of the other Parties, and to cooperate with the other Parties in achieving the purposes of this Agreement.

4.18 Electronic Signatures and Electronic Records. The Parties agree that this Agreement may be executed using electronic signatures in accordance with Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this 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 this 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.

4.19 Term. Without waiving or limiting the provisions of Section 4.14 above, the term of this Agreement shall commence on the Effective Date and shall continue until the earlier of (i) the date this Agreement is terminated or superseded in its entirety by written agreement of the Parties, (ii) the date this Agreement is terminated by any Party who has a right to do so under this Agreement, or (iii) the date fee title of the Property is transferred to the District in accordance with the provisions of this Agreement.

4.20 Examination of Records. Any authorized representative of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the District's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement, and DREV shall provide to the District all pertinent records of DREV related to the foregoing to enable the District to fulfill its obligations under this Section 4.20. DREV and the District shall cooperate with City representatives with respect to the foregoing, and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the termination of this Agreement according to its terms or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to

this paragraph shall require DREV or the District to make disclosures in violation of State or federal privacy laws. The District shall at all times comply with D.R.M.C. 20-276.

4.21 Notices. All notices provided for herein shall be in writing and shall be personally delivered, delivered via a reputable and recognized overnight delivery service, or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other address as may be specified by written notice in accordance with this section:

If to City:

Department of Finance  
101 W. Colfax Ave., 10th Floor  
Denver, Colorado 80202  
Attn: Director, Capital Planning and Programming

With copies of notices to:

Office of the Mayor  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

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

If to District:

Broadway Station Metropolitan District No. 1  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, Colorado 80111  
Attention: Mark Tompkins

With copies of notices to:

Cockrel Ela Glesne Greher & Ruhland, P.C.  
44 Cook Street, Suite 620  
Denver, Colorado 80206  
Attention: Paul Cockrel

If to DREV:

Centennial Real Estate Ventures, LLC  
c/o IMA Financial Group  
1705 17<sup>th</sup> St. #100  
Denver, Colorado 80202  
Attention: Guiselle Torres

With copies of notices to:

Greenberg Traurig LLP  
1144 15<sup>th</sup> Street, Suite 3300  
Denver, Colorado 80202  
Attention: Kevin Kelley

4.22 Compliance with Denver Wage Laws. To the extent applicable to DREV's or the District's provision of services hereunder, and except as may be otherwise provided in the documents and/or the amendments thereto which are the subject of the Closing Conditions in Section 2.2 above, each of DREV and the District shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable State, federal, and city law in accordance with the foregoing D.R.M.C. sections. By executing this Agreement, each of DREV and the District expressly acknowledges that they are aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by DREV or the District, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. sections shall result in the penalties and other remedies authorized therein. Each of DREV and the District shall insert the foregoing provision in all subcontracts for work on or about the Property.

4.23 No Discrimination in Employment. In connection with the performance of work under this Agreement, neither DREV nor the District may 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. Each of DREV and the District shall insert the foregoing provision in all subcontracts for work on or about the Property.

4.24 Assignment. Each Party understands and agrees that it may not assign any of its rights, benefits, obligations, or duties under this Agreement without the prior written consent of the other Parties, which consent from the City may be given by the City's Chief Financial Officer and/or the City's Director of Real Estate, and/or either of their designees, and such consent shall not be unreasonably withheld, conditioned or delayed.

[SIGNATURES ON FOLLOWING PAGE]

**Contract Control Number:** FINAN-202581844-00  
**Contractor Name:** BROADWAY STATION METROPOLITAN DISTRICT  
NO 1 & DENVER REAL ESTATE VENTURES 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:

---

BROADWAY STATION  
METROPOLITAN DISTRICT NO. 1

By: DocuSigned by:  
*Mark Tompkins*  
25756810417D40F  
\_\_\_\_\_  
President

Attest:

By: Signed by:  
*Elizabeth Lee*  
16008EF20009463  
\_\_\_\_\_  
Assistant Secretary

Date: 11/10/2025 | 7:46 AM PST  
\_\_\_\_\_

(S E A L)



DENVER REAL ESTATE VENTURES, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Guillelmo Torres, Authorized Signatory

**BROADWAY STATION  
METROPOLITAN DISTRICT NO. 1**

SEE ATTACHED SIGNATURE PAGE

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

Attest:

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

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

(S E A L)

**DENVER REAL ESTATE VENTURES, LLC,**  
a Delaware limited liability company

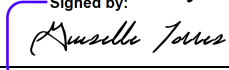
Signed by:  
By:  \_\_\_\_\_  
Guiselle Torres, Authorized Signatory



EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

[Attached]

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL 1A**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, AND A PART OF S CHEROKEE ST (RENAMED S DELAWARE ST) AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK; ALL RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER; ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST A DISTANCE OF 2647.74 FEET; THENCE NORTH 42°17'52" WEST, A DISTANCE OF 2,693.81 FEET TO THE SOUTHWEST CORNER OF TRACT C OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE, COINCIDENT WITH THE WESTERLY AND NORTHERLY LINES OF SAID BROADWAY STATION FILING 4, THE FOLLOWING TWELVE (12) COURSES:

1. NORTH 32°45'00" WEST, A DISTANCE OF 26.01 FEET;
2. THENCE NORTH 00°37'16" WEST, A DISTANCE OF 103.94 FEET;
3. THENCE SOUTH 89°49'48" WEST, A DISTANCE OF 10.81 FEET;
4. THENCE NORTH 21°29'09" WEST, A DISTANCE OF 294.78 FEET;
5. THENCE NORTH 06°51'15" EAST, A DISTANCE OF 75.63 FEET;
6. THENCE NORTH 37°59'28" EAST, A DISTANCE OF 31.96 FEET;
7. THENCE NORTH 71°38'51" EAST, A DISTANCE OF 81.77 FEET;
8. THENCE SOUTH 79°44'49" EAST, A DISTANCE OF 174.83 FEET;
9. THENCE SOUTH 00°32'56" EAST, A DISTANCE OF 50.00 FEET;
10. THENCE NORTH 89°06'51" EAST, A DISTANCE OF 170.00 FEET;
11. THENCE SOUTH 00°32'56" EAST, A DISTANCE OF 25.00 FEET;
12. THENCE NORTH 89°06'51" EAST, A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF TRACT EE OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 84°21'13" EAST, A DISTANCE OF 29.21 FEET TO THE NORTHWEST CORNER OF TRACT CC OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 78°08'57" EAST, COINCIDENT WITH THE NORTH LINE OF SAID TRACT CC, A DISTANCE OF 19.17 FEET;

THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 418.35 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID TRACT C;

THENCE SOUTH 89°23'58" WEST, ALONG SAID EASTERLY EXTENSION AND ALONG SAID SOUTHERLY LINE OF TRACT C, A DISTANCE OF 492.29 FEET TO SAID SOUTHWEST CORNER OF TRACT C AND THE **POINT OF BEGINNING**;

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 260,387 SQUARE FEET OR (5.9777 ACRES), MORE OR LESS.

"**LESS AND EXCEPT** S. CHEROKEE ST., PER ENGINEERING BOOK 19, PAGE 36, RENAMED S. DELAWARE ST. AT RECEPTION NUMBER 2023061493, IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER."

PREPARED BY:

A DAVID JOHNSON, PLS 20683

FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

707 17<sup>TH</sup> STREET, SUITE 3150

DENVER, CO 80202 PHONE NO.: 303.572.0200 EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



## EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

N LINE SW1/4 SECTION 15, T4S, R68W

INTERSTATE 25  
UNIT 5 ORD. 3,  
SERIES 1962

N37°59'28"E 31.96'  
N71°38'51"E 81.77'  
S79°44'49"E 174.83'  
S00°32'56"E 50.00'  
N89°06'51"E 170.00'  
N89°06'51"E 125.00'  
N84°21'13"E 29.21'  
S78°08'57"E 19.17'

BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

PARCEL 1A CONTAINS  
260,387 SQ. FT.  
OR 5.9777 ACRES ±

S89°49'48"W 10.81'

S CHEROKEE ST  
BOOK 19 PAGE 36  
RENAMED S DELAWARE ST  
REC. NO. 2023061493

N00°37'16"W 103.94'  
N32°45'00"W 26.01'

TRACT C

S89°23'58"W 492.29'

VANDERBILT  
PARK EAST

TRACT CC

TRACT EE

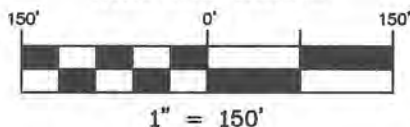
LOT 1  
BLOCK 2

TRACT DD

TRACT BB

POINT OF BEGINNING  
SW CORNER TRACT C

GRAPHIC SCALE



POINT OF COMMENCEMENT  
S1/4 SEC 15, T4S, R68W  
FOUND 3-1/4" ALUM. CAP  
ON NO. 6 REBAR IN RANGE BOX  
0.5' BELOW SURFACE STAMPED  
"JF SATO & ASSOC., 1/4, S15/S22,  
T4N R68W, PLS 37056, 2017"

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

E. LINE SW1/4 SECTION 15, T4S, R68W  
(BASIS OF BEARINGS) N0°44'36"W 2647.74'

PREPARED BY:

**Matrix**

SCALE: 1" = 150'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT "A"

ILLUSTRATION

DATE: 11/19/2025 SHEET 2 OF 2



**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL A**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWESTERLY CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 46°39'35" WEST, ALONG THE SOUTHERLY LINE OF SAID BROADWAY STATION FILING NO.4, A DISTANCE OF 1.00 FEET;

THENCE NORTH 43°20'15" WEST, A DISTANCE OF 211.96 FEET;

THENCE NORTH 80°32'52" EAST, A DISTANCE OF 161.82 FEET TO A POINT THAT IS 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 74.13 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 159.66 FEET;

THENCE SOUTHERLY AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 27°30'08", AN ARC DISTANCE OF 76.64 FEET AND HAVING A CHORD THAT BEARS SOUTH 03°58'42" WEST, A DISTANCE OF 75.90 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET;

THENCE SOUTHWESTERLY AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 28°55'48", AN ARC DISTANCE OF 35.34 FEET AND HAVING A CHORD THAT BEARS SOUTH 32°11'41" WEST, A DISTANCE OF 34.97 FEET;

THENCE SOUTH 46°39'35" WEST, A DISTANCE OF 2.35 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 16,867 SQUARE FEET OR 0.3872 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM

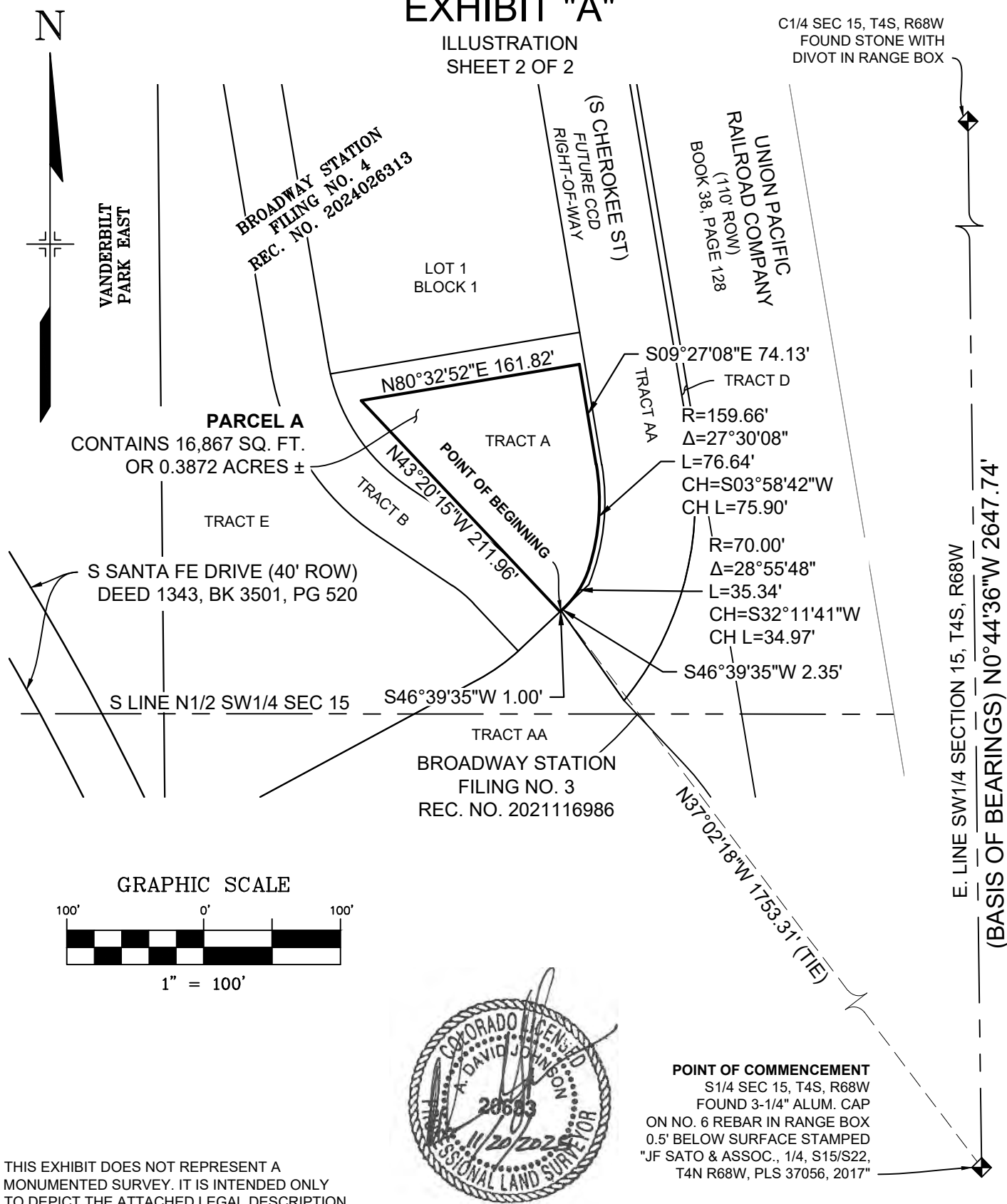


FILE LOCATION: R:\19.817.004 (Broadway Station)\Survey\Dwg\Exhibits\District Parcels\BWS F5-TRACT A.dwg

# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX



THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



SCALE: 1" = 100'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/19/2025

SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL B**  
**SHEET 1 OF 3**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, AND A PART OF S CHEROKEE ST (RENAMED S DELAWARE ST) AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWESTERLY CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 46°39'35" WEST, ALONG THE SOUTHERLY LINE OF SAID BROADWAY STATION FILING NO. 4, A DISTANCE OF 1.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 46°39'35" WEST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 41.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 148.00 FEET;

THENCE SOUTHWESTERLY, COINCIDENT WITH SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 06°35'59", AN ARC DISTANCE OF 17.05 FEET AND HAVING A CHORD THAT BEARS SOUTH 50°31'09" WEST, A DISTANCE OF 17.04 FEET;

THENCE NORTH 43°20'15" WEST, A DISTANCE OF 363.64 FEET, TO THE WESTERLY LINE OF TRACT E OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 00°34'07" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 286.05 FEET TO A CORNER IN SAID WESTERLY LINE;

THENCE NORTH 09°27'08" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 1.24 FEET TO THE NORTHWEST CORNER OF SAID TRACT E;

THENCE NORTH 80°32'52" EAST, ALONG THE NORTH LINE OF SAID TRACT E, A DISTANCE OF 7.19 FEET;

THENCE NORTH 05°14'29" WEST, A DISTANCE OF 29.70 FEET;

THENCE NORTH 80°32'52" EAST, A DISTANCE OF 241.63 FEET TO A POINT 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 185.22 FEET;

THENCE SOUTH 07°09'02" WEST, A DISTANCE OF 86.13 FEET;

THENCE SOUTH 00°37'46" EAST, A DISTANCE OF 159.45 FEET;

THENCE SOUTH 43°20'15" EAST, A DISTANCE OF 341.94 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 50,334 SQUARE FEET OR 1.1555 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

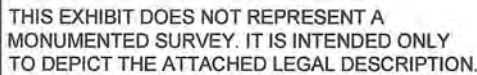


EXHIBIT "A"  
PROPERTY DESCRIPTION  
SHEET 2 OF 3

"LESS AND EXCEPT S. CHEROKEE ST., PER ENGINEERING BOOK 19, PAGE 36, RENAMED S. DELAWARE ST. AT RECEPTION NUMBER 2023061493, IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER."



PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL C**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, AND A PART OF S CHEROKEE ST (RENAMED S DELAWARE ST) AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;  
THENCE NORTH 34°23'00" WEST, A DISTANCE OF 2420.00 FEET TO THE SOUTHEAST CORNER OF TRACT C OF SAID BROADWAY STATION FILING NO. 4;  
THENCE NORTH 89°23'58" EAST, ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT C, A DISTANCE OF 13.58 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°23'58" EAST, CONTINUING ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 32.43 FEET;

THENCE NORTH 00°36'02" WEST, A DISTANCE OF 301.07 FEET;

THENCE NORTH 80°32'52" EAST, A DISTANCE OF 30.36 FEET;

THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 351.69 FEET;

THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 58.67 FEET;

THENCE NORTH 05°14'29" WEST, A DISTANCE OF 55.16 FEET TO THE **POINT OF BEGINNING**,

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 12,150 SQUARE FEET OR 0.2789 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

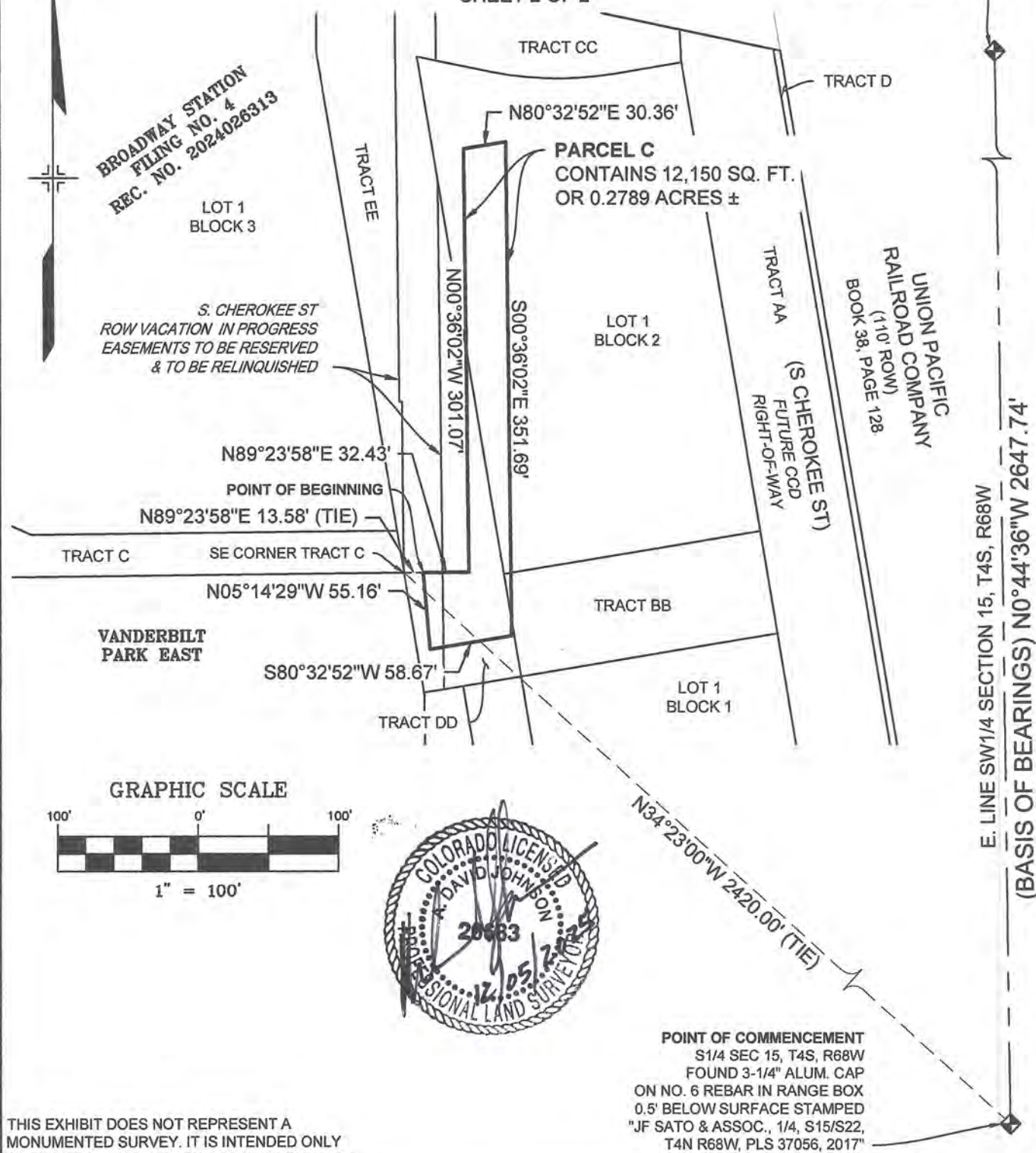
"**LESS AND EXCEPT** S. CHEROKEE ST., PER ENGINEERING BOOK 19, PAGE 36, RENAMED S. DELAWARE ST. AT RECEPTION NUMBER 2023061493, IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER."



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A DAVID JOHNSON, PLS 20683  
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707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



## EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:

**Matrix**

SCALE: 1" = 100'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025

SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL D**  
**SHEET 1 OF 2**

ALL OF TRACT D OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 32°12'08" WEST, A DISTANCE OF 1,794.89 FEET TO THE SOUTHEAST CORNER OF SAID TRACT D AND THE **POINT OF BEGINNING**;

THENCE COINCIDENT WITH THE BOUNDARY OF SAID TRACT D, THE FOLLOWING FOUR (4) COURSES:

1. THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 5.00 FEET;
2. THENCE NORTH 09°27'08" WEST, A DISTANCE OF 863.18 FEET;
3. THENCE SOUTH 78°08'57" EAST, A DISTANCE OF 5.37 FEET;
4. THENCE SOUTH 09°27'08" EAST, A DISTANCE OF 861.23 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 4,311 SQUARE FEET 0.0990 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
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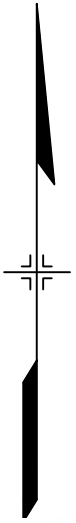


# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

N



INTERSTATE 25  
UNIT 5 ORD. 3,  
SERIES 1962

LOT 1B  
LOT 1  
BLOCK 3

BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

LOT 1  
BLOCK 2

S78°08'57"E 5.37'

UNION PACIFIC  
RAILROAD COMPANY  
(110' ROW)  
BOOK 38, PAGE 128

TRACT D

**PARCEL D**  
CONTAINS 4,311 SQ. FT.  
OR 0.0990 ACRES ±

TRACT C

TRACT DD

TRACT BB

S09°27'08"E 861.23'  
N09°27'08"W 863.18'

(S CHEROKEE ST)  
FUTURE CCD  
RIGHT-OF-WAY

LOT 1  
BLOCK 1

TRACT B

TRACT AA

POINT OF BEGINNING

TRACT A

S80°32'52"W 5.00'

TRACT E

N32°12'08"W 1794.89' (TIE)

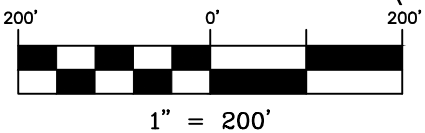
E. LINE SW1/4 SECTION 15, T4S, R68W  
(BASIS OF BEARINGS) N0°44'36"W 2647.74'



S SANTA FE DRIVE (40' ROW)  
DEED 1343, BK 3501, PG 520

S LINE N1/2 SW1/4 SEC 15

GRAPHIC SCALE



BROADWAY STATION  
FILING NO. 3  
REC. NO. 2021116986

**POINT OF COMMENCEMENT**  
S1/4 SEC 15, T4S, R68W  
FOUND 3-1/4" ALUM. CAP  
ON NO. 6 REBAR IN RANGE BOX  
0.5' BELOW SURFACE STAMPED  
"JF SATO & ASSOC., 1/4, S15/S22,  
T4N R68W, PLS 37056, 2017"

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



SCALE: 1" = 200'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/19/2025 SHEET 2 OF 2



**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL E**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWESTERLY CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 46°39'35" WEST, ALONG THE SOUTHERLY LINE OF SAID BROADWAY STATION FILING NO. 4, A DISTANCE OF 42.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 148.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 06°35'59", AN ARC DISTANCE OF 17.05 FEET AND HAVING A CHORD THAT BEARS SOUTH 50°31'09" WEST, A DISTANCE OF 17.04 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND COINCIDENT WITH SAID CURVE THROUGH A CENTRAL ANGLE OF 03°55'18", AN ARC DISTANCE OF 10.13 FEET AND HAVING A CHORD THAT BEARS SOUTH 55°46'48" WEST, A DISTANCE OF 10.13 FEET;

THENCE NORTH 43°20'12" WEST, A DISTANCE OF 172.41 FEET;

THENCE SOUTH 46°40'51" WEST, A DISTANCE OF 165.35 FEET TO THE WESTERLY LINE OF TRACT E OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 00°34'07" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 258.23 FEET;

THENCE SOUTH 43°20'15" EAST, A DISTANCE OF 363.64 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 18,357 SQUARE FEET (0.4214 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
 A DAVID JOHNSON, PLS 20683  
 FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
 707 17<sup>TH</sup> STREET, SUITE 3150  
 DENVER, CO 80202  
 PHONE NO.: 303.572.0200  
 EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

VANDERBILT PARK EAST  
OWNER: CITY AND COUNTY OF DENVER

N00°34'07"W 258.23'

**TRACT B**  
(FUTURE ROW FOR  
S DELAWARE WAY)  
BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

**LOT 1 BLOCK 1**  
BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

**TRACT A**  
BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

**C 1/4 COR. SEC. 15**  
FOUND STONE WITH  
DIVOT IN RANGE BOX

**TRACT AA**  
BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

**POINT OF BEGINNING  
PARCEL E**  
±18,357 S.F.  
±0.4214 AC.

R=148.00'  
Δ=6°35'59"  
L=17.05' (TIE)  
CH=S50°31'09"W  
CH L=17.04' (TIE)  
S46°39'35"W  
42.00' (TIE)

**TRACT E**  
BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

**TRACT AA**  
(FUTURE ROW FOR W KENTUCKY AVE)  
BROADWAY STATION FILING NO. 3  
REC. NO. 2021116986

R=148.00'  
Δ=3°55'18"  
L=10.13'  
CH=S55°46'48"W  
CH L=10.13'

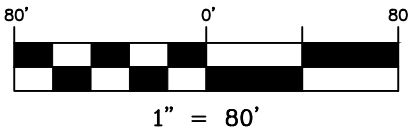
N37°02'18"W  
1753.31' (TIE)



E LINE SW 1/4 SEC. 15, T4S, R68W  
N00°44'36"W 2647.74' | BASIS OF BEARINGS

**MATCH POINT**

GRAPHIC SCALE



THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



**POINT OF COMMENCEMENT**  
**S 1/4 COR. SEC. 15**  
FOUND #6 REBAR WITH  
3-1/4" ALUM. CAP STAMPED  
WITH PLS NO. 37056 IN  
RANGE BOX

PREPARED BY:



**Matrix**

SCALE: 1" = 200'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025 SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL F**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 26°08'33" WEST, A DISTANCE OF 2,655.02 FEET TO THE NORTHEAST CORNER OF SAID TRACT CC;

THENCE NORTH 78°08'57" WEST, COINCIDENT WITH THE NORTHERLY LINE OF SAID TRACT CC A DISTANCE OF 7.07 FEET TO A POINT THAT IS 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 60.84 FEET;

THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 159.20 FEET;

THENCE NORTH 00°36'02" WEST, A DISTANCE OF 117.28 FEET TO SAID NORTHERLY LINE;

THENCE SOUTH 78°08'57" EAST, COINCIDENT WITH SAID NORTHERLY LINE, A DISTANCE OF 151.51 FEET TO THE **POINT OF BEGINNING**.

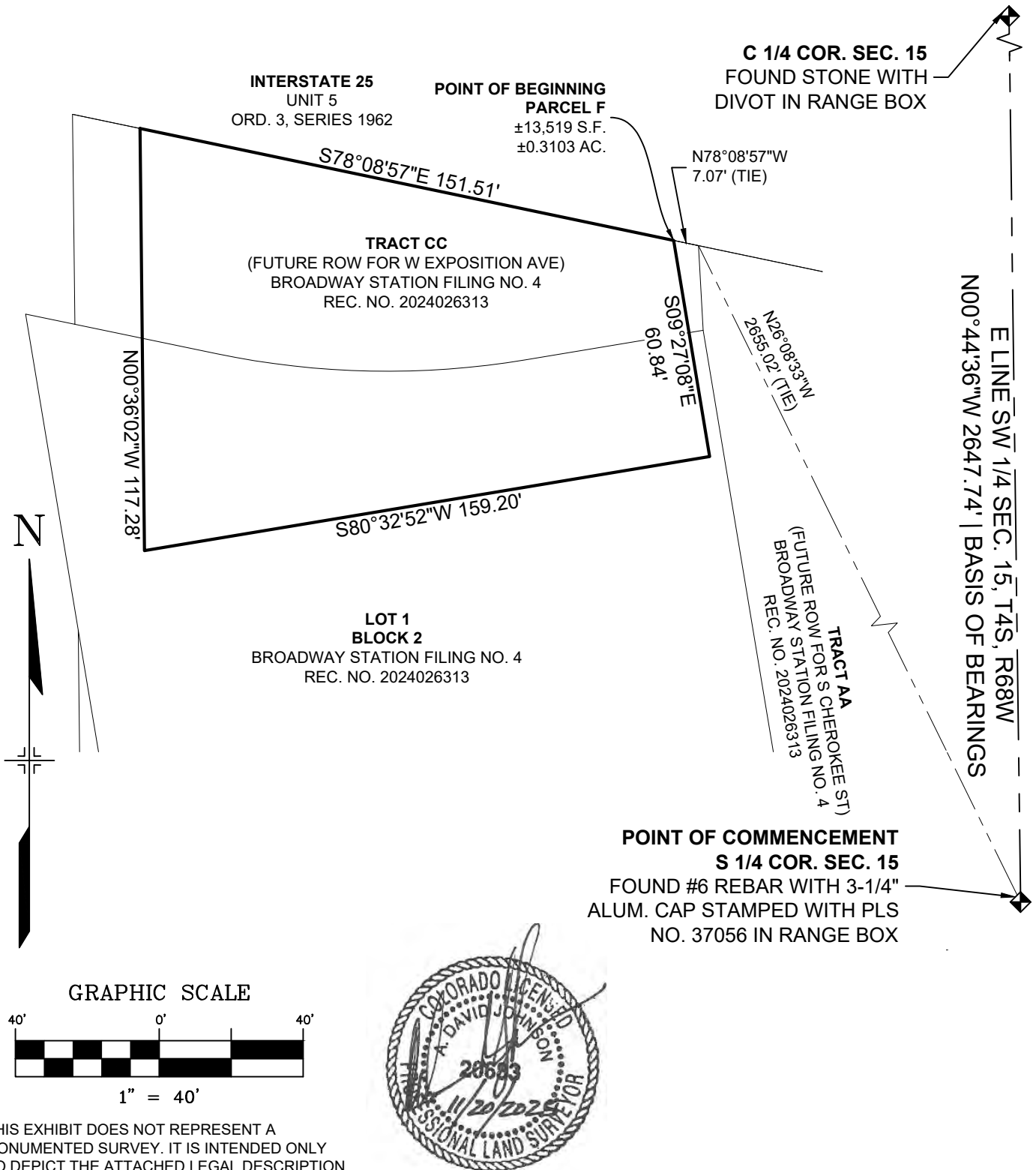
THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 13,519 SQUARE FEET (0.3103 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2



PREPARED BY:



## Matrix

SCALE: 1" = 40'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025 SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL AA**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024 IN THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;  
 THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWEST CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE NORTH 46°39'35" EAST, A DISTANCE OF 2.35 FEET TO A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET;

THENCE NORTHEASTERLY AND COINCIDENT WITH SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 28°55'48", AN ARC DISTANCE OF 35.34 FEET AND HAVING A CHORD THAT BEARS NORTH 32°11'41" EAST, A DISTANCE OF 34.97 FEET TO A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 159.66 FEET;

THENCE NORTHERLY AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 27°30'08", AN ARC DISTANCE OF 76.64 FEET AND HAVING A CHORD THAT BEARS NORTH 03°58'42" EAST, A DISTANCE OF 75.90 FEET TO A POINT 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 09°27'08" WEST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 890.48 FEET TO THE NORTHERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 78°08'57" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 75.13 FEET TO A POINT 5.00 FEET WESTERLY OF SAID EASTERLY LINE OF BROADWAY STATION FILING NO. 4;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 863.18 FEET TO A POINT ON THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4 AND A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 229.65 FEET;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 48°57'03", AN ARC DISTANCE OF 196.20 FEET AND HAVING A CHORD THAT BEARS SOUTH 14°47'58" WEST, A DISTANCE OF 190.29 FEET TO THE SOUTHEAST CORNER OF SAID TRACT AA;

THENCE NORTH 35°05'03" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT AA, A DISTANCE OF 80.11 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 72,412 SQUARE FEET OR 1.6624 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

**PREPARED BY:**

A DAVID JOHNSON, PLS 20683  
 FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
 707 17<sup>TH</sup> STREET, SUITE 3150  
 DENVER, CO 80202  
 PHONE NO.: 303.572.0200  
 EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM





# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

N

INTERSTATE 25  
UNIT 5 ORD. 3,  
SERIES 1962

LOT 1  
BLOCK 3

BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

LOT 1  
BLOCK 2

S78°08'57"E 75.13'

UNION PACIFIC  
RAILROAD COMPANY  
(110' ROW)  
BOOK 38, PAGE 128

TRACT D

TRACT C

TRACT CC

TRACT BB

TRACT DD

LOT 1  
BLOCK 1

VANDERBILT  
PARK EAST



S SANTA FE DRIVE (40' ROW)  
DEED 1343, BK 3501, PG 520

(S CHEROKEE ST)  
FUTURE CCD  
RIGHT-OF-WAY

R=159.66'  
Δ=27°30'08"  
L=76.64'  
CH=N03°58'42"E  
CH L=75.90'

R=70.00'  
Δ=28°55'48"  
L=35.34'  
CH=N32°11'41"E  
CH L=34.97'

R=229.65'  
Δ=48°57'03"  
L=196.20'  
CH=S14°47'58"W  
CH L=190.29'

TRACT E  
N46°39'35"E 2.35'

POINT OF BEGINNING

S LINE N1/2 SW1/4 SEC 15

N35°05'03"W 80.11'

BROADWAY STATION  
FILING NO. 3  
REC. NO. 2021116986

POINT OF COMMENCEMENT  
S1/4 SEC 15, T4S, R68W  
FOUND 3-1/4" ALUM. CAP  
ON NO. 6 REBAR IN RANGE BOX  
0.5' BELOW SURFACE STAMPED  
"JF SATO & ASSOC., 1/4, S15/S22,  
T4N R68W, PLS 37056, 2017"

N37°02'18"W 1753.31' (TIE)

E. LINE SW1/4 SECTION 15, T4S, R68W  
(BASIS OF BEARINGS) N0°44'36"W 2647.74'

GRAPHIC SCALE



1" = 200'

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



**Matrix**

SCALE: 1" = 200'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025

SHEET 2 OF 2



EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF STADIUM SITE PROPERTY

[Attached]

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL 1A**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, AND A PART OF S CHEROKEE ST (RENAMED S DELAWARE ST) AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK; ALL RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER; ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST A DISTANCE OF 2647.74 FEET; THENCE NORTH 42°17'52" WEST, A DISTANCE OF 2,693.81 FEET TO THE SOUTHWEST CORNER OF TRACT C OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE, COINCIDENT WITH THE WESTERLY AND NORTHERLY LINES OF SAID BROADWAY STATION FILING 4, THE FOLLOWING TWELVE (12) COURSES:

1. NORTH 32°45'00" WEST, A DISTANCE OF 26.01 FEET;
2. THENCE NORTH 00°37'16" WEST, A DISTANCE OF 103.94 FEET;
3. THENCE SOUTH 89°49'48" WEST, A DISTANCE OF 10.81 FEET;
4. THENCE NORTH 21°29'09" WEST, A DISTANCE OF 294.78 FEET;
5. THENCE NORTH 06°51'15" EAST, A DISTANCE OF 75.63 FEET;
6. THENCE NORTH 37°59'28" EAST, A DISTANCE OF 31.96 FEET;
7. THENCE NORTH 71°38'51" EAST, A DISTANCE OF 81.77 FEET;
8. THENCE SOUTH 79°44'49" EAST, A DISTANCE OF 174.83 FEET;
9. THENCE SOUTH 00°32'56" EAST, A DISTANCE OF 50.00 FEET;
10. THENCE NORTH 89°06'51" EAST, A DISTANCE OF 170.00 FEET;
11. THENCE SOUTH 00°32'56" EAST, A DISTANCE OF 25.00 FEET;
12. THENCE NORTH 89°06'51" EAST, A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF TRACT EE OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 84°21'13" EAST, A DISTANCE OF 29.21 FEET TO THE NORTHWEST CORNER OF TRACT CC OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 78°08'57" EAST, COINCIDENT WITH THE NORTH LINE OF SAID TRACT CC, A DISTANCE OF 19.17 FEET;

THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 418.35 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID TRACT C;

THENCE SOUTH 89°23'58" WEST, ALONG SAID EASTERLY EXTENSION AND ALONG SAID SOUTHERLY LINE OF TRACT C, A DISTANCE OF 492.29 FEET TO SAID SOUTHWEST CORNER OF TRACT C AND THE **POINT OF BEGINNING**;

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 260,387 SQUARE FEET OR (5.9777 ACRES), MORE OR LESS.

"**LESS AND EXCEPT** S. CHEROKEE ST., PER ENGINEERING BOOK 19, PAGE 36, RENAMED S. DELAWARE ST. AT RECEPTION NUMBER 2023061493, IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER."

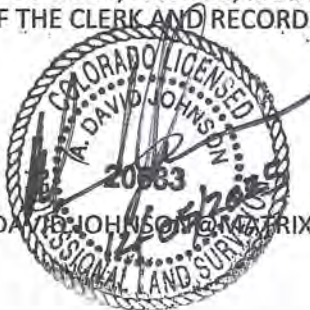
PREPARED BY:

A DAVID JOHNSON, PLS 20683

FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

707 17<sup>TH</sup> STREET, SUITE 3150

DENVER, CO 80202 PHONE NO.: 303.572.0200 EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

N LINE SW1/4 SECTION 15, T4S, R68W

INTERSTATE 25  
UNIT 5 ORD. 3,  
SERIES 1962

N37°59'28"E 31.96'  
N71°38'51"E 81.77'  
S79°44'49"E 174.83'  
N06°51'15"E 75.63'  
N21°29'09"W 294.78'  
BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

S00°32'56"E 50.00'

S00°32'56"E 25.00'

N84°21'13"E 29.21'

S78°08'57"E 19.17'

N89°06'51"E 170.00'

N89°06'51"E 125.00'

PARCEL 1A CONTAINS  
260,387 SQ. FT.  
OR 5.9777 ACRES ±

S89°49'48"W 10.81'

S CHEROKEE ST  
BOOK 19 PAGE 36  
RENAMED S DELAWARE ST  
REC. NO. 2023061493

N00°37'16"W 103.94'

N32°45'00"W 26.01'

S89°23'58"W 492.29'

TRACT CC

TRACT EE

LOT 1  
BLOCK 2

S00°36'02"E 418.35'

TRACT DD

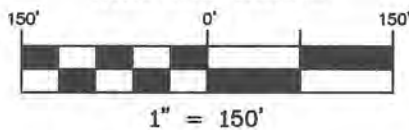
TRACT BB

VANDERBILT  
PARK EAST

POINT OF BEGINNING  
SW CORNER TRACT C

N42°17'52"W 2693.81' (TIE)

GRAPHIC SCALE



POINT OF COMMENCEMENT  
S1/4 SEC 15, T4S, R68W  
FOUND 3-1/4" ALUM. CAP  
ON NO. 6 REBAR IN RANGE BOX  
0.5' BELOW SURFACE STAMPED  
"JF SATO & ASSOC., 1/4, S15/S22,  
T4N R68W, PLS 37056, 2017"

E. LINE SW1/4 SECTION 15, T4S, R68W  
(BASIS OF BEARINGS) N0°44'36"W 2647.74'

PREPARED BY:



SCALE: 1" = 150'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT "A"

ILLUSTRATION

DATE: 11/19/2025 SHEET 2 OF 2



**EXHIBIT "A"**  
**LAND DESCRIPTION – PARCEL 1B**  
**SHEET 1 OF 3**

A PART OF INTERSTATE 25, UNIT 5 DESCRIBED IN ORDANCE 3 OF SERIES 1962 IN THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 42°17'52" WEST, A DISTANCE OF 2,693.81 FEET TO THE SOUTHWEST CORNER OF TRACT C, BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024 OF SAID RECORDS AND ALSO BEING A POINT ON THE EASTERLY LINE OF S. SANTA FE DR. RECORDED IN BOOK 3501 AT PAGE 520 ON OCTOBER 12, 1922 OF SAID RECORDS;  
THENCE NORTH 32°45'00" WEST, COINCIDENT WITH SAID WESTERLY LINE OF TRACT C AND SAID EASTERLY LINE OF S. SANTA FE DR., A DISTANCE OF 26.01 FEET TO A WESTERLY CORNER OF SAID TRACT C AND THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 32°45'00" WEST, ALONG SAID EASTERLY LINE OF S. SANTA FE DR., A DISTANCE OF 19.31 FEET;

THENCE NORTH 26°07'32" WEST, A DISTANCE OF 521.89 FEET;

THENCE NORTH 37°44'04" EAST, A DISTANCE OF 152.39 FEET;

THENCE SOUTH 74°35'10" EAST, A DISTANCE OF 672.88 FEET;

THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 24.88 FEET TO THE NORTHERLY LINE OF TRACT CC OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 78°08'57" WEST, COINCIDENT WITH SAID NORTHERLY LINE OF TRACT CC, A DISTANCE OF 19.17 FEET TO THE NORTHWEST CORNER OF SAID TRACT CC;

THENCE SOUTH 84°21'13" WEST, A DISTANCE OF 29.21 FEET TO THE NORTHEAST CORNER OF TRACT EE OF SAID BROADWAY STATION FILING NO. 4;

THENCE, COINCIDENT WITH THE NORTHERLY AND WESTERLY LINES OF SAID BROADWAY STATION FILING NO. 4, THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 89°06'51" WEST, A DISTANCE OF 125.00 FEET;
2. NORTH 00°32'56" WEST, A DISTANCE OF 25.00 FEET;
3. SOUTH 89°06'51" WEST, A DISTANCE OF 170.00 FEET;
4. NORTH 00°32'56" WEST, A DISTANCE OF 50.00 FEET;
5. NORTH 79°44'49" WEST, A DISTANCE OF 174.83 FEET;
6. SOUTH 71°38'51" WEST, A DISTANCE OF 81.77 FEET;
7. SOUTH 37°59'28" WEST, A DISTANCE OF 31.96 FEET;
8. SOUTH 06°51'15" WEST, A DISTANCE OF 75.63 FEET;

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**  
**SHEET 2 OF 3**

9. SOUTH 21°29'09" EAST, A DISTANCE OF 294.78 FEET;
10. NORTH 89°49'48" EAST, A DISTANCE OF 10.81 FEET;
11. SOUTH 00°37'16" EAST, A DISTANCE OF 103.94 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 78,057 SQUARE FEET OR 1.791 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



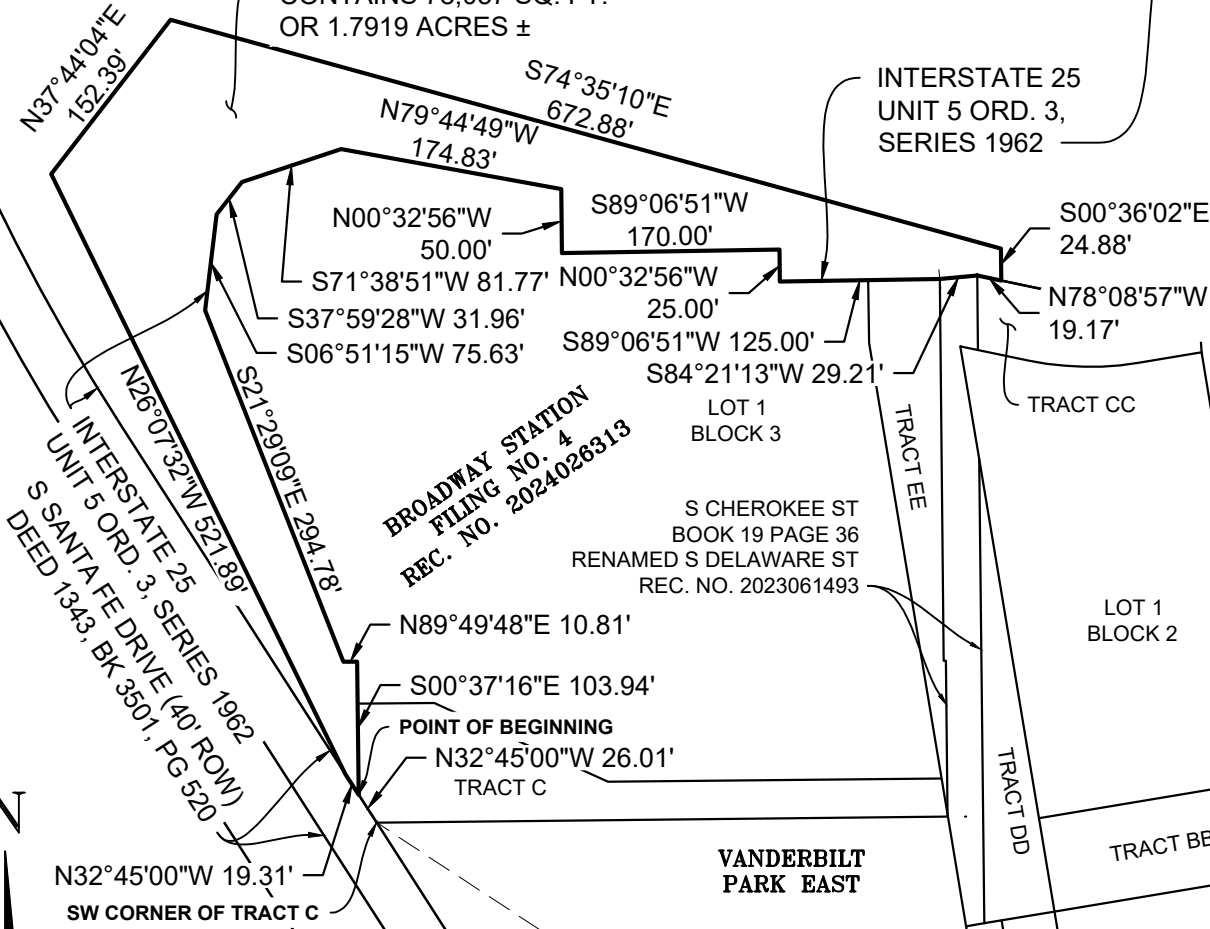
# EXHIBIT "A"

ILLUSTRATION  
SHEET 3 OF 3

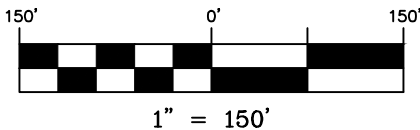
C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

PARCEL 1B  
CONTAINS 78,057 SQ. FT.  
OR 1.7919 ACRES ±  
N LINE SW1/4 SECTION 15, T4S, R68W

INTERSTATE 25  
UNIT 5 ORD. 3,  
SERIES 1962



GRAPHIC SCALE



POINT OF COMMENCEMENT  
S1/4 SEC 15, T4S, R68W  
FOUND 3-1/4" ALUM. CAP  
ON NO. 6 REBAR IN RANGE BOX  
0.5' BELOW SURFACE STAMPED  
"JF SATO & ASSOC., 1/4, S15/S22,  
T4N R68W, PLS 37056, 2017"

N42°17'52"W 2693.81' (TIE)

E. LINE SW1/4 SECTION 15, T4S, R68W  
(BASIS OF BEARINGS) N0°44'36"W 2647.74'



THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



SCALE: 1" = 150'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025 SHEET 3 OF 3

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL A**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWESTERLY CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 46°39'35" WEST, ALONG THE SOUTHERLY LINE OF SAID BROADWAY STATION FILING NO.4, A DISTANCE OF 1.00 FEET;

THENCE NORTH 43°20'15" WEST, A DISTANCE OF 211.96 FEET;

THENCE NORTH 80°32'52" EAST, A DISTANCE OF 161.82 FEET TO A POINT THAT IS 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 74.13 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 159.66 FEET;

THENCE SOUTHERLY AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 27°30'08", AN ARC DISTANCE OF 76.64 FEET AND HAVING A CHORD THAT BEARS SOUTH 03°58'42" WEST, A DISTANCE OF 75.90 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET;

THENCE SOUTHWESTERLY AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 28°55'48", AN ARC DISTANCE OF 35.34 FEET AND HAVING A CHORD THAT BEARS SOUTH 32°11'41" WEST, A DISTANCE OF 34.97 FEET;

THENCE SOUTH 46°39'35" WEST, A DISTANCE OF 2.35 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 16,867 SQUARE FEET OR 0.3872 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

N

VANDERBILT  
PARK EAST

BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

LOT 1  
BLOCK 1

(S CHEROKEE ST)  
FUTURE CCD  
RIGHT-OF-WAY

UNION PACIFIC  
RAILROAD COMPANY  
(110' ROW)  
BOOK 38, PAGE 128

**PARCEL A**  
CONTAINS 16,867 SQ. FT.  
OR 0.3872 ACRES ±

TRACT E

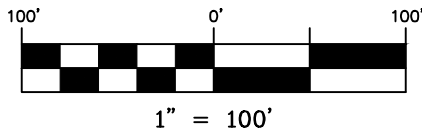
S SANTA FE DRIVE (40' ROW)  
DEED 1343, BK 3501, PG 520

S LINE N1/2 SW1/4 SEC 15

S46°39'35"W 1.00'

TRACT AA  
BROADWAY STATION  
FILING NO. 3  
REC. NO. 2021116986

GRAPHIC SCALE



N80°32'52"E 161.82'

TRACT A

POINT OF BEGINNING  
N43°20'15"W 211.96'

S09°27'08"E 74.13'

TRACT D

R=159.66'

Δ=27°30'08"

L=76.64'

CH=S03°58'42"W

CH L=75.90'

R=70.00'

Δ=28°55'48"

L=35.34'

CH=S32°11'41"W

CH L=34.97'

S46°39'35"W 2.35'

N37°02'18"W 1753.31' (TIE)

E. LINE SW1/4 SECTION 15, T4S, R68W  
(BASIS OF BEARINGS) N0°44'36"W 2647.74'

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



**POINT OF COMMENCEMENT**  
S1/4 SEC 15, T4S, R68W  
FOUND 3-1/4" ALUM. CAP  
ON NO. 6 REBAR IN RANGE BOX  
0.5' BELOW SURFACE STAMPED  
"JF SATO & ASSOC., 1/4, S15/S22,  
T4N R68W, PLS 37056, 2017"

PREPARED BY:



SCALE: 1" = 100'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/19/2025 SHEET 2 OF 2



**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL B**  
**SHEET 1 OF 3**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, AND A PART OF S CHEROKEE ST (RENAMED S DELAWARE ST) AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWESTERLY CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 46°39'35" WEST, ALONG THE SOUTHERLY LINE OF SAID BROADWAY STATION FILING NO. 4, A DISTANCE OF 1.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 46°39'35" WEST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 41.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 148.00 FEET;

THENCE SOUTHWESTERLY, COINCIDENT WITH SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 06°35'59", AN ARC DISTANCE OF 17.05 FEET AND HAVING A CHORD THAT BEARS SOUTH 50°31'09" WEST, A DISTANCE OF 17.04 FEET;

THENCE NORTH 43°20'15" WEST, A DISTANCE OF 363.64 FEET, TO THE WESTERLY LINE OF TRACT E OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 00°34'07" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 286.05 FEET TO A CORNER IN SAID WESTERLY LINE;

THENCE NORTH 09°27'08" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 1.24 FEET TO THE NORTHWEST CORNER OF SAID TRACT E;

THENCE NORTH 80°32'52" EAST, ALONG THE NORTH LINE OF SAID TRACT E, A DISTANCE OF 7.19 FEET;

THENCE NORTH 05°14'29" WEST, A DISTANCE OF 29.70 FEET;

THENCE NORTH 80°32'52" EAST, A DISTANCE OF 241.63 FEET TO A POINT 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 185.22 FEET;

THENCE SOUTH 07°09'02" WEST, A DISTANCE OF 86.13 FEET;

THENCE SOUTH 00°37'46" EAST, A DISTANCE OF 159.45 FEET;

THENCE SOUTH 43°20'15" EAST, A DISTANCE OF 341.94 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 50,334 SQUARE FEET OR 1.1555 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**  
**SHEET 2 OF 3**

**"LESS AND EXCEPT S. CHEROKEE ST., PER ENGINEERING BOOK 19, PAGE 36, RENAMED S. DELAWARE ST. AT RECEPTION NUMBER 2023061493, IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER."**



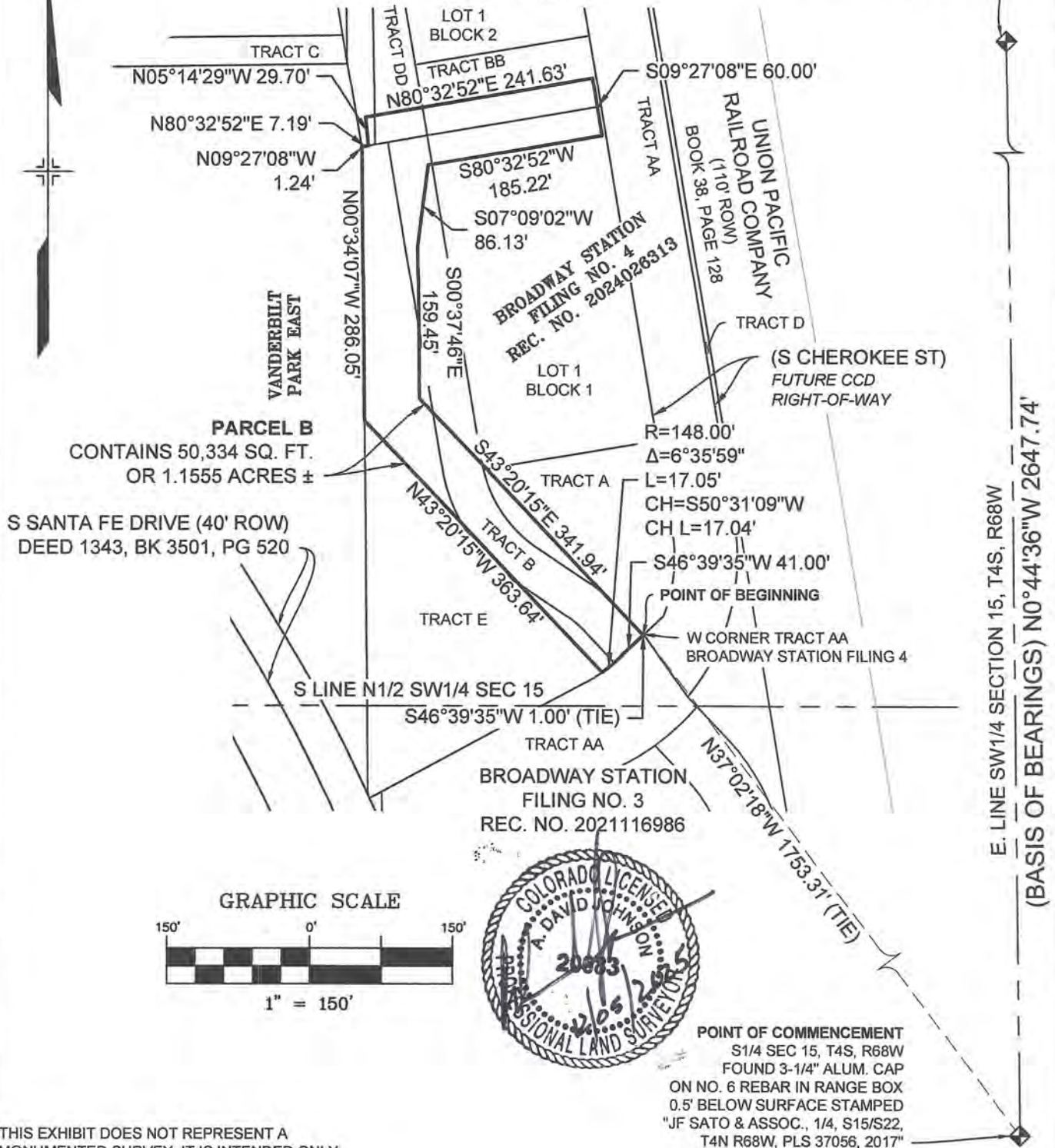
PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



# EXHIBIT "A"

ILLUSTRATION  
SHEET 3 OF 3

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX



THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



## Matrix

SCALE: 1" = 150'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 12/05/2025 SHEET 3 OF 3

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL C**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, AND A PART OF S CHEROKEE ST (RENAMED S DELAWARE ST) AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 34°23'00" WEST, A DISTANCE OF 2420.00 FEET TO THE SOUTHEAST CORNER OF TRACT C OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 89°23'58" EAST, ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT C, A DISTANCE OF 13.58 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°23'58" EAST, CONTINUING ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 32.43 FEET;

THENCE NORTH 00°36'02" WEST, A DISTANCE OF 301.07 FEET;

THENCE NORTH 80°32'52" EAST, A DISTANCE OF 30.36 FEET;

THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 351.69 FEET;

THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 58.67 FEET;

THENCE NORTH 05°14'29" WEST, A DISTANCE OF 55.16 FEET TO THE **POINT OF BEGINNING**,

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 12,150 SQUARE FEET OR 0.2789 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

"**LESS AND EXCEPT** S. CHEROKEE ST., PER ENGINEERING BOOK 19, PAGE 36, RENAMED S. DELAWARE ST. AT RECEPTION NUMBER 2023061493, IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER."



PREPARED BY:

A DAVID JOHNSON, PLS 20683

FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

707 17<sup>TH</sup> STREET, SUITE 3150

DENVER, CO 80202

PHONE NO.: 303.572.0200

EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

N

BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

LOT 1  
BLOCK 3

S. CHEROKEE ST  
ROW VACATION IN PROGRESS  
EASEMENTS TO BE RESERVED  
& TO BE RELINQUISHED

N89°23'58"E 32.43'

POINT OF BEGINNING

N89°23'58"E 13.58' (TIE)

TRACT C

SE CORNER TRACT C

N05°14'29"W 55.16'

VANDERBILT  
PARK EAST

S80°32'52"W 58.67'

TRACT DD

TRACT BB

LOT 1  
BLOCK 1

TRACT CC

N80°32'52"E 30.36'

PARCEL C  
CONTAINS 12,150 SQ. FT.  
OR 0.2789 ACRES ±

N00°36'02"W 301.07'

S00°36'02"E 351.69'

LOT 1  
BLOCK 2

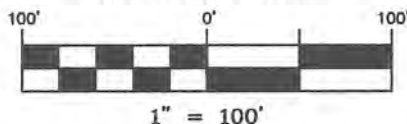
TRACT AA  
(S CHEROKEE ST)  
FUTURE CCD  
RIGHT-OF-WAY

UNION PACIFIC  
RAILROAD COMPANY  
(110' ROW)  
BOOK 38, PAGE 128

E. LINE SW1/4 SECTION 15, T4S, R68W

(BASIS OF BEARINGS) N0°44'36"W 2647.74'

GRAPHIC SCALE



N34°23'00"W 2420.00' (TIE)

POINT OF COMMENCEMENT  
S1/4 SEC 15, T4S, R68W  
FOUND 3-1/4" ALUM. CAP  
ON NO. 6 REBAR IN RANGE BOX  
0.5' BELOW SURFACE STAMPED  
"JF SATO & ASSOC., 1/4, S15/S22,  
T4N R68W, PLS 37056, 2017"

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



Matrix

SCALE: 1" = 100'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025

SHEET 2 OF 2



**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL D**  
**SHEET 1 OF 2**

ALL OF TRACT D OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 32°12'08" WEST, A DISTANCE OF 1,794.89 FEET TO THE SOUTHEAST CORNER OF SAID TRACT D AND THE **POINT OF BEGINNING**;

THENCE COINCIDENT WITH THE BOUNDARY OF SAID TRACT D, THE FOLLOWING FOUR (4) COURSES:

1. THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 5.00 FEET;
2. THENCE NORTH 09°27'08" WEST, A DISTANCE OF 863.18 FEET;
3. THENCE SOUTH 78°08'57" EAST, A DISTANCE OF 5.37 FEET;
4. THENCE SOUTH 09°27'08" EAST, A DISTANCE OF 861.23 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 4,311 SQUARE FEET 0.0990 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
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EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM

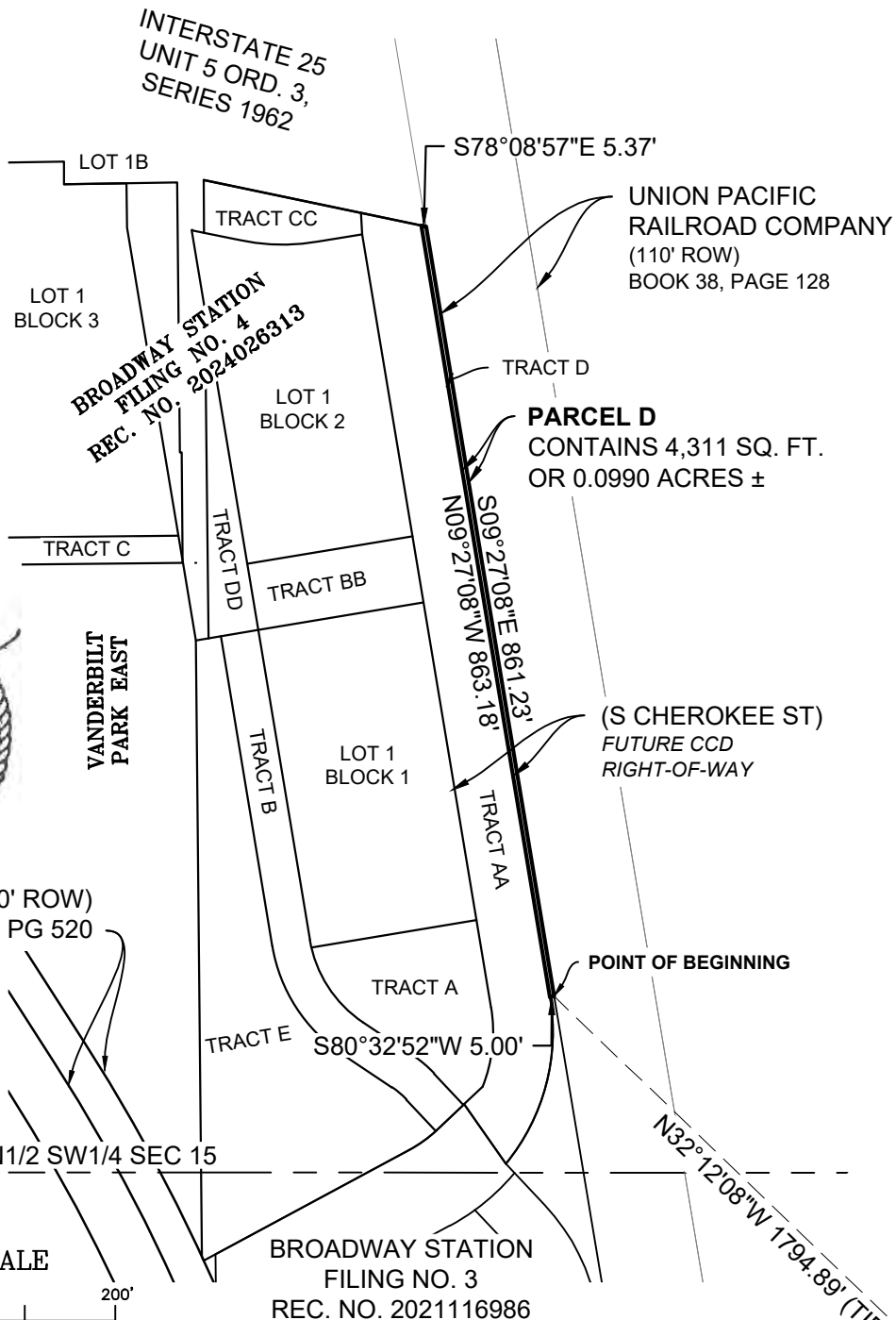
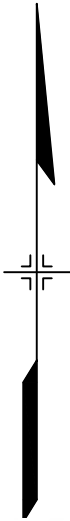


# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

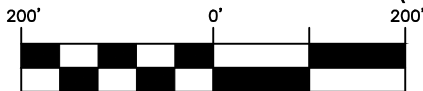
N



S SANTA FE DRIVE (40' ROW)  
DEED 1343, BK 3501, PG 520

S LINE N1/2 SW1/4 SEC 15

GRAPHIC SCALE



1" = 200'

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

**POINT OF COMMENCEMENT**  
S1/4 SEC 15, T4S, R68W  
FOUND 3-1/4" ALUM. CAP  
ON NO. 6 REBAR IN RANGE BOX  
0.5' BELOW SURFACE STAMPED  
"JF SATO & ASSOC., 1/4, S15/S22,  
T4N R68W, PLS 37056, 2017"

E. LINE SW1/4 SECTION 15, T4S, R68W  
(BASIS OF BEARINGS) N0°44'36"W 2647.74'

PREPARED BY:



SCALE: 1" = 200'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/19/2025 SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL E**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWESTERLY CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 46°39'35" WEST, ALONG THE SOUTHERLY LINE OF SAID BROADWAY STATION FILING NO. 4, A DISTANCE OF 42.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 148.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 06°35'59", AN ARC DISTANCE OF 17.05 FEET AND HAVING A CHORD THAT BEARS SOUTH 50°31'09" WEST, A DISTANCE OF 17.04 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND COINCIDENT WITH SAID CURVE THROUGH A CENTRAL ANGLE OF 03°55'18", AN ARC DISTANCE OF 10.13 FEET AND HAVING A CHORD THAT BEARS SOUTH 55°46'48" WEST, A DISTANCE OF 10.13 FEET;

THENCE NORTH 43°20'12" WEST, A DISTANCE OF 172.41 FEET;

THENCE SOUTH 46°40'51" WEST, A DISTANCE OF 165.35 FEET TO THE WESTERLY LINE OF TRACT E OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 00°34'07" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 258.23 FEET;

THENCE SOUTH 43°20'15" EAST, A DISTANCE OF 363.64 FEET TO THE **POINT OF BEGINNING**.

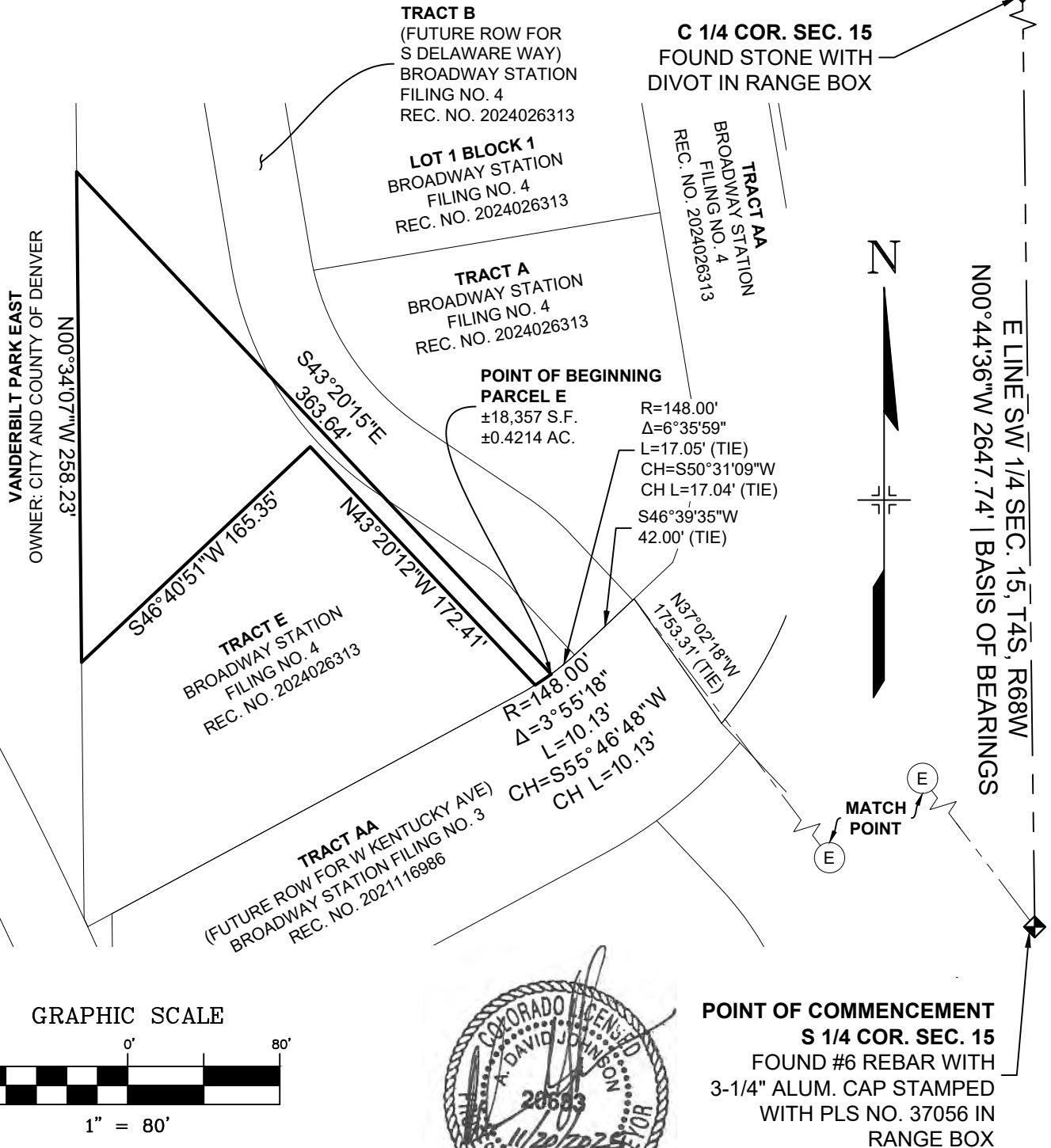
THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 18,357 SQUARE FEET (0.4214 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2



THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



SCALE: 1" = 200'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025 SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL F**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 26°08'33" WEST, A DISTANCE OF 2,655.02 FEET TO THE NORTHEAST CORNER OF SAID TRACT CC;

THENCE NORTH 78°08'57" WEST, COINCIDENT WITH THE NORTHERLY LINE OF SAID TRACT CC A DISTANCE OF 7.07 FEET TO A POINT THAT IS 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 60.84 FEET;

THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 159.20 FEET;

THENCE NORTH 00°36'02" WEST, A DISTANCE OF 117.28 FEET TO SAID NORTHERLY LINE;

THENCE SOUTH 78°08'57" EAST, COINCIDENT WITH SAID NORTHERLY LINE, A DISTANCE OF 151.51 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 13,519 SQUARE FEET (0.3103 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

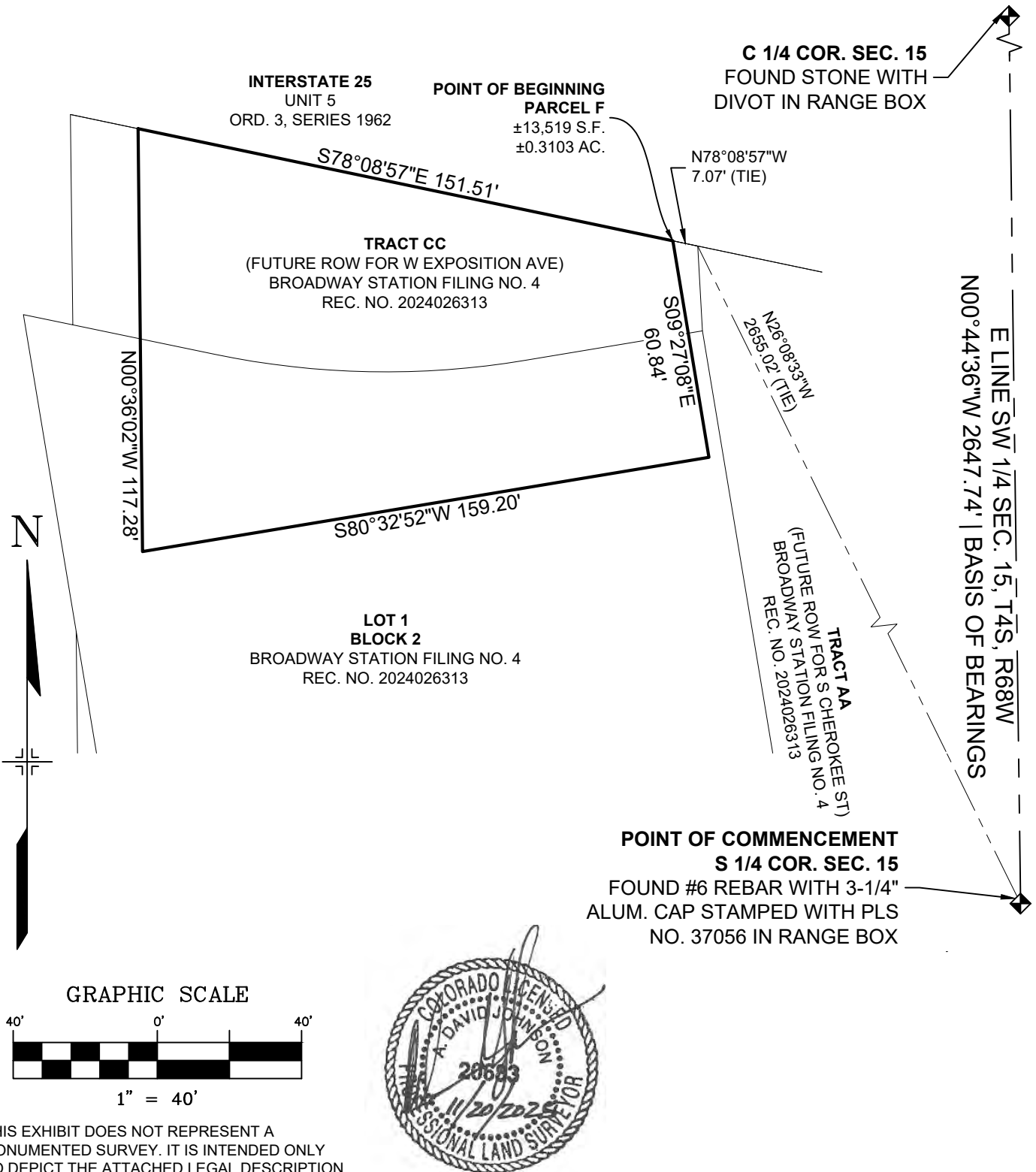
PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM





# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2



THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



# Matrix

SCALE: 1" = 40'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025 SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL AA**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024 IN THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;  
THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWEST CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE NORTH 46°39'35" EAST, A DISTANCE OF 2.35 FEET TO A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET;

THENCE NORTHEASTERLY AND COINCIDENT WITH SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 28°55'48", AN ARC DISTANCE OF 35.34 FEET AND HAVING A CHORD THAT BEARS NORTH 32°11'41" EAST, A DISTANCE OF 34.97 FEET TO A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 159.66 FEET;

THENCE NORTHERLY AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 27°30'08", AN ARC DISTANCE OF 76.64 FEET AND HAVING A CHORD THAT BEARS NORTH 03°58'42" EAST, A DISTANCE OF 75.90 FEET TO A POINT 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 09°27'08" WEST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 890.48 FEET TO THE NORTHERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 78°08'57" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 75.13 FEET TO A POINT 5.00 FEET WESTERLY OF SAID EASTERLY LINE OF BROADWAY STATION FILING NO. 4;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 863.18 FEET TO A POINT ON THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4 AND A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 229.65 FEET;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 48°57'03", AN ARC DISTANCE OF 196.20 FEET AND HAVING A CHORD THAT BEARS SOUTH 14°47'58" WEST, A DISTANCE OF 190.29 FEET TO THE SOUTHEAST CORNER OF SAID TRACT AA;

THENCE NORTH 35°05'03" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT AA, A DISTANCE OF 80.11 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 72,412 SQUARE FEET OR 1.6624 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

N

INTERSTATE 25  
UNIT 5 ORD. 3,  
SERIES 1962

LOT 1  
BLOCK 3

BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

LOT 1  
BLOCK 2

S78°08'57"E 75.13'

UNION PACIFIC  
RAILROAD COMPANY  
(110' ROW)  
BOOK 38, PAGE 128

TRACT D

TRACT C

TRACT CC

TRACT DD

TRACT BB

LOT 1  
BLOCK 1

VANDERBILT  
PARK EAST

TRACT B

TRACT AA

(S CHEROKEE ST)  
FUTURE CCD  
RIGHT-OF-WAY

R=159.66'  
 $\Delta=27^{\circ}30'08''$   
L=76.64'  
CH=N03°58'42"E  
CH L=75.90'

R=229.65'  
 $\Delta=48^{\circ}57'03''$   
L=196.20'  
CH=S14°47'58"W  
CH L=190.29'

R=70.00'  
 $\Delta=28^{\circ}55'48''$   
L=35.34'  
CH=N32°11'41"E  
CH L=34.97'

TRACT E  
N46°39'35"E 2.35'

POINT OF BEGINNING

S LINE N1/2 SW1/4 SEC 15

N35°05'03"W 80.11'

BROADWAY STATION  
FILING NO. 3  
REC. NO. 2021116986

POINT OF COMMENCEMENT  
S1/4 SEC 15, T4S, R68W  
FOUND 3-1/4" ALUM. CAP  
ON NO. 6 REBAR IN RANGE BOX  
0.5' BELOW SURFACE STAMPED  
"JF SATO & ASSOC., 1/4, S15/S22,  
T4N R68W, PLS 37056, 2017"

N37°02'18"W 1753.31' (TIE)

E. LINE SW1/4 SECTION 15, T4S, R68W  
(BASIS OF BEARINGS) N0°44'36"W 2647.74'



S SANTA FE DRIVE (40' ROW)  
DEED 1343, BK 3501, PG 520

GRAPHIC SCALE



1" = 200'

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



Matrix

SCALE: 1" = 200'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025 SHEET 2 OF 2

## EXHIBIT C

### DEPICTION OF LOTS AND TRACTS IN PROPOSED FILING 5 PLAT

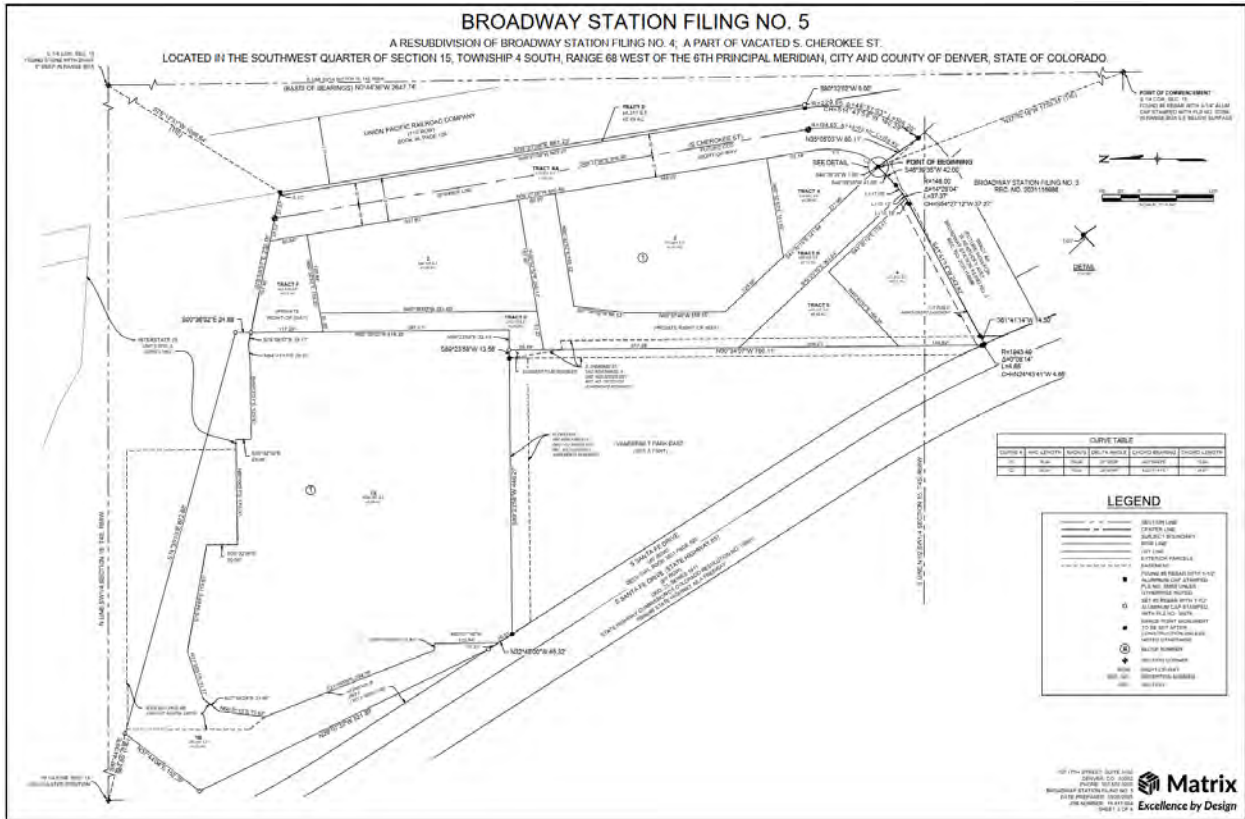


EXHIBIT D

FORM OF SPECIAL WARRANTY DEED

[Attached]



**AFTER RECORDING,**

**PLEASE RETURN ORIGINAL TO:**

Cockrel Ela Glesne Greher &Ruhland, P.C.  
44 Cook Street, Suite 260  
Denver, CO 80206  
Attn: Paul Cockrel, Esq.

**SPECIAL WARRANTY DEED**

Pursuant to this Special Warranty Deed (the “Deed”) BSP WEST, LLC, a Delaware limited liability company, whose address is c/o Falls Creek Capital LLC, 40 Falls Creek Circle, Moreland Hills, Ohio 44022 (the “Grantor”), for the consideration of FORTY-ONE AND 00/100 DOLLARS (\$41,000,000.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to BROADWAY STATION METROPOLITAN DISTRICT NO. 1, whose address is c/o CliftonLarsonAllen, 8390 E. Crescent Parkway, Suite 301, Greenwood Village, Colorado, 80111 (the “Grantee”), certain real property in the City and County of Denver and State of Colorado and legally described in Exhibit A attached hereto and incorporated by this reference (the “Property”).

With all its appurtenances, and warrants the title against all persons claiming under the Grantor, subject only to those items as shown on Exhibit B attached hereto and made a part hereof (the “Permitted Exceptions”), and subject further to the following terms and conditions:

1. Definitions.

- 1.1 “Benefitted Party” and collectively, the “Benefitted Parties” shall mean, Broadway Mississippi Development, LLC; Santa Fe Real Estate Holdings LLC; The Gates Corporation; Air Distribution Technologies, Inc. (formerly known as Tomkins Corporation); The Blackstone Group, L.P.; Canadian Pension Plan Investment Board; Onex Corporation; and the current and former officers, trustees, directors, shareholders, employees, advisors, managers, members and affiliates of any of them.
- 1.2 “Damages” shall mean and include the following: (a) losses, costs, expenses, damages or liabilities resulting from any personal injury claims relating to any Environmental Matter; and/or (b) direct and proximate losses, liabilities, costs, expenses and claims, arising from requirements or obligations under Environmental Laws, including without limitation: (i) the cost of remediation of an environmental condition, including reasonable engineering, consultant, expert, and legal costs; (ii) costs associated with any order or request from a governmental agency relating to the environmental condition of the Property, including reasonable engineering, consultant, expert, and legal costs; (iii) costs incurred in defending any third party action for reimbursement or contribution relating to the environmental condition of the Property, including reasonable engineering, consultant, expert, legal and court costs; and (iv) any other costs incurred as a result of an order issued or requirement imposed by a governmental agency or officer relating to an Environmental Matter.
- 1.3 “Environmental Laws” shall mean and include without limitation (i) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended (42 U.S.C. § 6901 et seq.), (ii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the

Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended (42 U.S.C. § 9601 et seq.), (iii) the Clean Water Act, as now or hereafter amended (33 U.S.C. § 1251 et seq.), (iv) the Toxic Substances Control Act of 1976, as now or hereafter amended (15 U.S.C. § 2601 et seq.), (v) the Clean Air Act, as now or hereafter amended (42 U.S.C. § 7401 et seq.), (vi) the Safe Drinking Water Act, (42 U.S.C. § 300f et seq.), (vii) the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S. § 5101 et seq.), (viii) all regulations promulgated under any of the foregoing, (ix) any local or state law, statute, regulation or ordinance analogous to any of the foregoing, including but not limited to Colorado Revised Statutes, Title 25, Article 15 and Title 8, Article 20.5, as now or hereafter amended, and (x) any other federal, state, or local law (including any common law), statute, regulation, or ordinance regulating, prohibiting, or otherwise restricting the pollution, protection of the environment or the use, storage, discharge or disposal of Hazardous Materials.

- 1.4 “Environmental Matters” shall mean and include any condition, claim, cost, order, demand, requirement or liability either (i) related to the Property and regulated or arising under any Environmental Law, or (ii) caused by or relating to any Hazardous Materials or environmental contamination at, on, in, under, upon, about, beneath or emanating from Property, including without limitation underground storage tanks.
- 1.5 “Hazardous Materials” shall mean and include any toxic or hazardous wastes, substance, product matter, material, waste, solid, liquid, gas, or pollutant, the generation, storage, disposal, handling, recycling, release, treatment, discharge, or emission of which is regulated, prohibited, or limited under any Environmental Law, and shall also include, without limitation: (i) gasoline, diesel, diesel fuel, fuel oil, motor oil, waste oil, and any other petroleum products or hydrocarbons including any additives or other by-products associated therewith, (ii) asbestos and asbestos-containing materials in any form, and (iii) lead- based paint, radon or polychlorinated biphenyls.
2. Covenants.
  - 2.1 Intent as to Covenants. Except as otherwise expressly provided herein, the Property is conveyed and this conveyance is accepted subject to and upon the express terms, covenants and conditions contained in Section 1 of this Deed (collectively, the “Covenants”). Recordation of this Deed shall constitute the agreement by Grantee, for itself and its successors and assigns, to be bound by and to comply with the Covenants.
  - 2.2 Covenant to Observe Environmental Use Conditions. The Colorado Department of Public Health and Environment (“CDPHE”) issued an Approval of Amended No Further Action Determination, Former Gates Rubber Company Parcel 2A, dated August 3, 2011, and a No Further Action Determination, Former Gates Rubber Facility Parcel 2B, dated August 7, 2015 (collectively, the “NADs”). Grantee further acknowledges that the NADs are based on assumed high density residential either with potential ground floor residential or residential above commercial/office use and compliance with that certain Materials Management Plan (“MMP”) dated October 5, 2015, as it has been and may be amended from time to time prior to the Effective Date with the approval of CDPHE (“Environmental Use Conditions”). To the extent applicable to Grantee with respect to Grantee’s use of the Property, Grantee shall cause its contractors, advisors, agents, successors (including successors-in-title) (provided that the inclusion of the obligation to comply with the Environmental Use Conditions in any instrument conveying the Property to a successor will satisfy the foregoing as to obligations arising after

the date of conveyance), lessees, permittees, and assigns, to comply with the Environmental Use Conditions, as such Environmental Use Conditions may be amended from time to time by Grantee with the approval of CDPHE.

- 2.3 Covenant to Release. Grantee, for itself and its affiliates, hereby waives its right to recover from, and forever releases and discharges, and forever covenants to release and discharge, the Benefitted Parties from, any and all demands, claims, liabilities, obligations, actions, suits, legal or administrative proceedings, losses, damages, civil and criminal fines and penalties, liens, assessments, judgments, settlements, deficiencies, response costs and remediation costs, or other costs or expenses whatsoever (including, without limitation, attorneys' fees, witness and consultant fees, arbitration fees and court costs), including without limitation, all Damages and Environmental Matters, whether direct or indirect, known or unknown, foreseen or unforeseen and whether or not well founded in fact or in law, that are caused by or arise or may arise from, out of or as a result of the Environmental Conditions or the presence of any Hazardous Materials at, on, in, under, upon, about, beneath or emanating from the Property (together, "Environmental Liabilities").
3. General.
- 3.1 Default by Grantee. A "Default by Grantee" hereunder shall occur if Grantee breaches or fails to comply with any of the terms contained herein applicable to Grantee, and (a) in the case of any breach or failure to comply, such breach or failure to comply shall continue for a period of twenty (20) days after notice thereof by Grantor to Grantee, or, (b) if such breach or failure to comply cannot be cured within such twenty (20) day period, if Grantee shall not in good faith commence to cure such breach or failure to comply within said twenty (20) day period or shall not diligently proceed therewith to completion.
- 3.2 Remedies. In the event of a Default by Grantee, Grantor shall have the right to prosecute any legal or administrative action or institute such proceedings as may be legally available to enforce observance or performance of this Deed, including, without limitation, specific performance or to seek any other right or remedy at law or in equity, including (a) to enjoin or prevent a Default by Grantee, and/or (b) to cause a Default by Grantee to be remedied, and/or (c) to recover damages for the Default by Grantee.
- 3.3 No Implied Waiver. No failure by Grantor to insist upon the strict performance of any of the terms contained in this Deed and no failure by Grantor to exercise any right or remedy contained this Deed shall constitute a waiver of any such obligation, restriction, condition, covenant, or any Default by Grantee or waiver of any right or remedy hereunder.
- 3.4 Duration. The covenants or conditions contained in this Deed shall operate and be effective in perpetuity. Notwithstanding any other provision in this Deed to the contrary, any of the Covenants contained in this Deed which is subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation shall terminate, if not sooner terminated under the provisions of this Deed, 80 years following the recordation date of this Deed.
- 3.5 No Oral Amendment or Modifications. No amendment, waiver or modification of the terms and provisions contained in this Deed, and no acceptance, consent or waiver by Grantor under this Deed shall be valid or binding unless in writing and executed by the party to be bound

thereby. Any covenant or condition contained in this Deed may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, only by the written consent of Grantor and the then record Owner(s) of the Property. No such termination, extension, modification or amendment shall be effective unless and until a proper instrument in writing has been executed and recorded in the real property records of the City and County of Denver, Colorado.

- 3.6 Severability. If any provision of this Deed shall be held invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Deed, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.
- 3.7 Binding Effect. This Deed shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Covenants contained in this Deed shall be construed as covenants running with the Property, and every person who now or hereafter owns or acquires any right, title, estate or interest in or to the Property is and shall be conclusively deemed to have consented and to have agreed to the Covenants contained in this Deed, whether or not any reference to the Covenants is contained in the instrument by which such person acquires an interest in the Property.
- 3.8 Captions for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Deed.
- 3.9 Applicable Law. This Deed shall be interpreted and enforced according to the laws of the State of Colorado.
- 3.10 Notices. All notices, demands and requests which may be, or are required to be, given hereunder shall be given in writing and shall be determined to have been duly given if sent by registered mail or certified mail, return receipt requested, or if sent by reliable national overnight delivery service, or by hand delivery, addressed to the respective address of Grantor or Grantee first set forth above. A copy of any notice to Grantor shall also be sent to (i) M5 LLC, 2515 Woolridge Drive, Austin, Texas 78703, Attn: Rocky Mountain, and (ii) Paul J. Singerman, Esq., Singerman, Mills, Desberg & Kauntz Co., L.P.A., 3333 Richmond Road, Suite 370, Beachwood, Ohio 44122. A copy of any notice to Grantee shall also be sent to Paul Cockrel, Esq., 44 Cook Street, Suite 260, Denver, Colorado 80206. Either party may change its address for notice hereunder by written notice to the other party given in the manner set forth in this Paragraph 2.11.

[SIGNATURE PAGE FOLLOWS]

Dated effective as of the \_\_\_\_ day of \_\_\_\_\_, 202\_.

**GRANTOR:**

**BSP WEST, LLC,**  
a Delaware limited liability company

By: Broadway Station Partners, LLC, a Delaware  
limited liability company, its Sole Member

By: Broadway Asset Management LLC, an Ohio  
limited liability company, its Manager

By: \_\_\_\_\_  
Thomas C. Rini, President

STATE OF OHIO )  
 ) ss  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 202\_, by Thomas C. Rini, President of Broadway Asset Management LLC, an Ohio limited liability company, as Manager of Broadway Station Partners, LLC, a Delaware limited liability company, as Sole Member of BSP West, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

Notary Public



**EXHIBIT A**

**Legal Description of Property**

[INSERT LEGAL DESCRIPTIONS FROM STADIUM PROPERTY  
AGREEMENT EXHIBIT A]

**EXHIBIT B**  
**Permitted Exceptions**

EXHIBIT E

FORM BILL OF SALE

[Attached]

## GENERAL ASSIGNMENT AND BILL OF SALE

**THIS GENERAL ASSIGNMENT AND BILL OF SALE** (this “**Assignment**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (“**Assignment Date**”), by BSP WEST, LLC, a Delaware limited liability company (the “**Assignor**”), and **BROADWAY STATION METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Assignee**”).

Pursuant to that certain Purchase and Sale Agreement, by and between Assignor and Denver Real Estate Ventures, LLC, a Delaware limited liability company (“**Buyer**”), as predecessor in interest to Assignee, dated as of April 9, 2025 (as heretofore amended and assigned, the “**Purchase Agreement**”), Assignee (as successor-in-interest to Buyer) has this day acquired from Assignor the Property, as more particularly described on Exhibit A attached to this General Assignment. Capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.

In consideration of the acquisition of the Property by Assignee and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and sets over unto Assignee, without representation or warranty of any kind, and Assignee hereby accepts from, without the assumption of any liabilities of, the Assignor, any and all of Assignor's right, title and interest in and to all transferable warranties and guaranties, if any, with respect to the Property; all development rights, dwelling density rights, permits, approvals and entitlements related to the Subject Land; any and all water and water rights, wells, well rights and well permits, septic tanks, sanitary or storm sewer capacity or reservations and rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to the Subject Land; subject to Section 12 of the Purchase Agreement, all rights to any award made or to be made or settlement in lieu thereof for damage to the Subject Land by reason of condemnation or eminent domain, provided, however, the foregoing will expressly exclude the tap credits to be separately acquired by Assignee pursuant to Section 2.2 of the Purchase Agreement.

2. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Any counterpart evidencing signature by one party that is delivered by telecopy or email (including by .pdf or DocuSign) by such party to the other party hereto will be binding and effective on the sending party when sent, without need for delivery of original signatures.

3. Survival. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

4. No Third Party Beneficiaries. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

5. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Colorado, without regard to Colorado's conflict of laws principles.

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this instrument to be executed as of the date above-written.

**“ASSIGNOR”**

BSP WEST, LLC,  
a Delaware limited liability company

By: Broadway Station Partners, LLC,  
its Sole Member

By: Broadway Asset Management LLC,  
its Manager

By: \_\_\_\_\_  
Name: Thomas C. Rini  
Title: President



**"ASSIGNEE"**

**BROADWAY STATION  
METROPOLITAN DISTRICT NO. 1**

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

Attest:

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

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

(S E A L)

EXHIBIT F

FORM OF FUNDING AGREEMENT

[Attached]

## **STADIUM SITE PUBLIC IMPROVEMENTS FUNDING AGREEMENT**

THIS STADIUM SITE PUBLIC IMPROVEMENTS FUNDING AGREEMENT (“**Agreement**”) is made effective as of \_\_\_\_\_ (“**Effective Date**”) by and between BROADWAY STATION METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District**”), whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Pkwy, Suite 300, Greenwood Village, Colorado 80111, and the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado (“**City**”), whose address is 1437 Bannock Street, Denver, Colorado 80202. The District and the City are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

### **Recitals**

A. As contemplated by that certain Intergovernmental Agreement for Stadium Site Project between the Parties with an effective date of May 18, 2025 (“**2025 IGA**”), and that certain Stadium Property Agreement between the Parties and DREV (defined below) with an effective date of \_\_\_\_\_ (“**SPA**”), on the date of this Agreement, the District acquired from Broadway Station Partners, LLC, a Delaware limited liability company, that certain real property legally described and depicted in **Exhibit A** attached hereto and incorporated herein by reference (“**Property**”).

B. The Property, together with the Lot 1B Land (as such term is defined in the SPA), comprises the “**Stadium Site Property**” as defined in the 2025 IGA, which is intended to be the location of (i) a multi-purpose stadium (“**Stadium**”) for use by the National Women’s Soccer League franchise team known as the Denver Summit FC, which Stadium will also host public shows, concerts, sporting events, community-oriented events, civic events, meetings, banquets and other public events; and (ii) public infrastructure, facilities and improvements that are necessary to provide public access and services to the Stadium, which infrastructure, facilities and improvements are described in **Exhibit B** attached hereto and incorporated herein by reference (collectively, the “**Stadium Site Property Public Improvements**”).

C. The Stadium and the Stadium Site Property Public Improvements are to be constructed by Denver Real Estate Ventures, LLC, a Delaware limited liability company, or an affiliate of such entity (collectively, “**DREV**”), on behalf of the District, such that the District will own the Stadium and the Stadium Site Property Public Improvements unless and until any such improvements are dedicated or otherwise conveyed to the City with the City’s consent.

D. In accordance with the provisions of the 2025 IGA and the SPA, on the date of this Agreement, the City paid \$50,000,000 to the District (the “**Stadium Site Project Funding**” as defined in the 2025 IGA), which sum was and is comprised of (i) \$35,400,000 to fund a portion of the purchase price by which the District acquired the Property, (ii) \$223,629.50 to fund any amount required to be paid to the Colorado Department of Transportation (“**CDOT**”) to cause CDOT to relinquish its right of way in and to the Lot 1B Land, and (iii) \$14,376,370.50 (“**Public Improvement Funds**”) to fund all or a portion of the hard and soft costs incurred for the acquisition, design, and/or construction of the Stadium Site Property Public Improvements (collectively, the “**Public Improvement Costs**”) by the District and/or DREV.

E. As contemplated by the SPA, the Parties desire to set forth in this Agreement the terms and conditions by which the Public Improvement Funds are to be held and disbursed by the District.

### **Agreement**

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby incorporated into and form a part of this Agreement, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby confessed and acknowledged by the District, the Parties agree as hereinafter set forth.

1. Holding of Funds. The District shall hold the Public Improvement Funds in a separate account from its other funds, with an eligible depository as provided under the Colorado Public Deposit Protection Act and any other applicable law, rules, and regulations; provided, however, that such funds may be deposited into Colotrust or the Colorado Surplus Asset Fund Trust with the prior written approval of the City's Chief Financial Officer or her designee (the "**CFO**"). Any interest earned on such funds shall become a part of the Public Improvement Funds. The Public Improvement Funds shall be used solely for the payment or reimbursement by the District of Public Improvement Costs, with the remainder (if any) to be reimbursed to the City, as further provided below in this Agreement.

2. Disbursement of Funds. The District shall only disburse the Public Improvement Funds to pay for Public Improvement Costs incurred by the District and/or DREV. Public Improvement Funds shall be disbursed no more frequently than monthly to (a) pay for Public Improvement Costs incurred during the prior calendar month directly by the District, and/or (b) reimburse DREV for Public Improvement Costs paid by DREV during the prior calendar month, provided that within the first 30 days after the Effective Date, the District may disburse funds sufficient to reimburse the District and DREV for Public Improvement Costs incurred (i) prior to the Effective Date, and (ii) during the prior calendar month. Prior to the disbursement of any Public Improvement Funds, the District shall be responsible for ensuring that the District (if Public Improvement Funds are intended to be disbursed to pay for Public Improvement Costs incurred by the District), and/or DREV (if Public Improvement Funds are intended to be disbursed to reimburse Public Improvement Costs paid by DREV) are in compliance with (y) all agreements relating to the acquisition, design, and/or construction of the Stadium Site Property Public Improvements by and between all or any of the City, the District, DREV, the Denver Urban Renewal Authority, and/or any other applicable governmental and/or quasi-governmental authority (collectively, the "**Applicable Agreements**"); and (z) all applicable laws, rules, and regulations as they relate to the acquisition, design, and/or construction of the Stadium Site Property Public Improvements (collectively, the "**Applicable Laws**"). In addition to and without limitation of the foregoing, no portion of the Public Improvement Funds shall be disbursed to pay or reimburse Public Improvement Costs for Stadium Site Property Public Improvements not made in compliance with all Applicable Agreements, all Applicable Laws, and all applicable plans, permits, and requirements approved and/or issued by the City with respect to such improvements (collectively, the "**Governmental Approvals and Requirements**"). Notwithstanding anything to the contrary in this section, in determining whether any portion of the Public Improvement Funds to be disbursed to DREV are for Stadium Site Property Public Improvements made in compliance with all Applicable Agreements, all Applicable Laws, and all Governmental Approvals and Requirements, the District may rely upon appropriate certifications of compliance submitted by DREV and/or its general contractor or engineer responsible for overseeing the design and construction of the Stadium Site Property Public Improvements, unless the District has actual knowledge that any such certifications are erroneous.

3. Sufficiency or Insufficiency of Funds. By its provision of the Public Improvement Funds to the District, the City does not represent or warrant, and the City hereby expressly disclaims any representation or warranty, that the amount of Public Improvement Funds is or will be sufficient to fund the Public Improvement Costs for all or any of the Stadium Site Property Public Improvements. In addition, if the amount of Public Improvement Funds is insufficient to fund the Public Improvement Costs for all or any of the Stadium Site Property Public Improvements, the City shall have no obligation to contribute any more funds for such Stadium Site Property Public Improvements, such that the amount of the deficiency shall be obtained from other sources or funds provided to the District by DREV and/or other third parties. If any portion of the Public Improvement Funds has not been expended after completion of the Stadium Site Property Public Improvements, then such unexpended portion shall be refunded by the District to the City promptly after the completion of such improvements.

4. Reports. To the extent the District is not otherwise required to do so by any of the Applicable Agreements, and without limitation of the requirements in any such agreements, the District shall provide the CFO with the following reports: (i) a monthly report detailing the status of the acquisition, design, and construction of each of the Stadium Site Property Public Improvements, the amount of any Public Improvement Costs incurred during the prior month by the District and/or DREV, the amount of any Public Improvement Funds disbursed during the prior month to the District and/or DREV, and the amount of Public Improvement Funds then remaining with the District, including copies of invoices, receipts, and any other documentation reasonably requested by the CFO to support or evidence the information contained in the report; and (ii) within 30 days after the Effective Date, and annually thereafter until the full depletion of the Public Improvement Funds expended on the Stadium Site Property Public Improvements, a report of the sources and amounts of any other funds which have been and/or are intended to be made available for the acquisition, design, and construction of any of the Stadium Site Property Public Improvements. In providing such reports, the District may rely upon certifications, information, and/or documents provided to the District by DREV and/or its general contractor or engineer responsible for overseeing the design and construction of the Stadium Site Property Public Improvements, unless the District has actual knowledge that any such certifications, information, and/or documents are erroneous.

5. Miscellaneous.

5.1 Invalidity. In the event any provision of this Agreement is or would be held to be invalid, prohibited, or unenforceable in any applicable jurisdiction for any reason unless narrowed by construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable in any jurisdiction for any reason. Such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition, or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

5.2 Governing Law. The Agreement shall be construed and enforced in accordance with all applicable federal laws, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement shall be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

5.3 Binding Effect. Each of the covenants, conditions, restrictions, rights and obligations set forth in this Agreement runs with the Property and inures to the benefit of and is binding upon the Parties and, by its execution below, DREV, and to each of their respective successors and assigns.

5.4 Notices. All notices provided for herein shall be in writing and shall be personally delivered, delivered via a reputable and recognized overnight delivery service, or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties and DREV (if applicable) at the addresses given below or at such other address as may be specified by written notice in accordance with this section:



If to the City:

Department of Finance  
101 W. Colfax Ave., 10th Floor  
Denver, Colorado 80202  
Attn: Director, Capital Planning and Programming

With copies of notices to:

Office of the Mayor  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

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

If to the District:

Broadway Station Metropolitan District No. 1  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, Colorado 80111  
Attention: Mark Tompkins

With copies of notices to:

Cockrel Ela Glesne Greher & Ruhland, P.C.  
44 Cook Street, Suite 620  
Denver, Colorado 80206  
Attention: Paul Cockrel

If to DREV:

Centennial Real Estate Ventures, LLC  
c/o IMA Financial Group  
1705 17<sup>th</sup> St. #100  
Denver, Colorado 80202  
Attention: Guiselle Torres

With copies of notices to:

Greenberg Traurig LLP  
1144<sup>th</sup> Street, Suite 3300  
Denver, Colorado 80202  
Attention: Kevin Kelley

5.5 Assignment. The District understands and agrees that it may not assign any of its rights or obligations under this Agreement without the prior written consent of the City, which consent may be given by the Director, and such consent shall not be unreasonably withheld, conditioned or delayed.

5.6 Amendment. No alteration, amendment, change or addition to this Agreement shall be binding upon any Party hereto unless reduced to writing and signed by each Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

<b>DISTRICT:</b>  BROADWAY STATION METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado  By: _____ Name: _____ Title: _____	<b>CITY:</b>  CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado  By: _____ Name: _____ Title: _____
--	--

**ACKNOWLEDGMENT AND CONSENT OF DREV**

By its execution below, DENVER REAL ESTATE VENTURES, LLC, a Delaware limited liability company, on behalf of itself and its affiliates, successors, and assigns, hereby acknowledges and consents to each of the terms and conditions of this Agreement.

**DENVER REAL ESTATE VENTURES, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Guiselle Torres, Authorized Signatory

**EXHIBIT A**  
**TO**  
**PUBLIC IMPROVEMENTS FUNDING AGREEMENT**  
Legal Description and Depiction of Property

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL 1A**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, AND A PART OF S CHEROKEE ST (RENAMED S DELAWARE ST) AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK; ALL RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER; ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST A DISTANCE OF 2647.74 FEET; THENCE NORTH 42°17'52" WEST, A DISTANCE OF 2,693.81 FEET TO THE SOUTHWEST CORNER OF TRACT C OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE, COINCIDENT WITH THE WESTERLY AND NORTHERLY LINES OF SAID BROADWAY STATION FILING 4, THE FOLLOWING TWELVE (12) COURSES:

1. NORTH 32°45'00" WEST, A DISTANCE OF 26.01 FEET;
2. THENCE NORTH 00°37'16" WEST, A DISTANCE OF 103.94 FEET;
3. THENCE SOUTH 89°49'48" WEST, A DISTANCE OF 10.81 FEET;
4. THENCE NORTH 21°29'09" WEST, A DISTANCE OF 294.78 FEET;
5. THENCE NORTH 06°51'15" EAST, A DISTANCE OF 75.63 FEET;
6. THENCE NORTH 37°59'28" EAST, A DISTANCE OF 31.96 FEET;
7. THENCE NORTH 71°38'51" EAST, A DISTANCE OF 81.77 FEET;
8. THENCE SOUTH 79°44'49" EAST, A DISTANCE OF 174.83 FEET;
9. THENCE SOUTH 00°32'56" EAST, A DISTANCE OF 50.00 FEET;
10. THENCE NORTH 89°06'51" EAST, A DISTANCE OF 170.00 FEET;
11. THENCE SOUTH 00°32'56" EAST, A DISTANCE OF 25.00 FEET;
12. THENCE NORTH 89°06'51" EAST, A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF TRACT EE OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 84°21'13" EAST, A DISTANCE OF 29.21 FEET TO THE NORTHWEST CORNER OF TRACT CC OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 78°08'57" EAST, COINCIDENT WITH THE NORTH LINE OF SAID TRACT CC, A DISTANCE OF 19.17 FEET;

THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 418.35 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID TRACT C;

THENCE SOUTH 89°23'58" WEST, ALONG SAID EASTERLY EXTENSION AND ALONG SAID SOUTHERLY LINE OF TRACT C, A DISTANCE OF 492.29 FEET TO SAID SOUTHWEST CORNER OF TRACT C AND THE **POINT OF BEGINNING**;

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 260,387 SQUARE FEET OR (5.9777 ACRES), MORE OR LESS.

"**LESS AND EXCEPT** S. CHEROKEE ST., PER ENGINEERING BOOK 19, PAGE 36, RENAMED S. DELAWARE ST. AT RECEPTION NUMBER 2023061493, IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER."

PREPARED BY:

A DAVID JOHNSON, PLS 20683

FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

707 17<sup>TH</sup> STREET, SUITE 3150

DENVER, CO 80202 PHONE NO.: 303.572.0200 EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM





## EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

N LINE SW1/4 SECTION 15, T4S, R68W

INTERSTATE 25  
UNIT 5 ORD. 3,  
SERIES 1962

N37°59'28"E 31.96'  
N71°38'51"E 81.77'  
S79°44'49"E 174.83'  
S00°32'56"E 50.00'  
N89°06'51"E 170.00'  
N89°06'51"E 125.00'  
N84°21'13"E 29.21'  
S78°08'57"E 19.17'

BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

PARCEL 1A CONTAINS  
260,387 SQ. FT.  
OR 5.9777 ACRES ±

S89°49'48"W 10.81'

S CHEROKEE ST  
BOOK 19 PAGE 36  
RENAMED S DELAWARE ST  
REC. NO. 2023061493

N00°37'16"W 103.94'

N32°45'00"W 26.01'

TRACT C

S89°23'58"W 492.29'

VANDERBILT  
PARK EAST

TRACT CC

LOT 1  
BLOCK 2

TRACT EE

TRACT DD

TRACT BB

POINT OF BEGINNING  
SW CORNER TRACT C

GRAPHIC SCALE



1" = 150'



POINT OF COMMENCEMENT  
S1/4 SEC 15, T4S, R68W  
FOUND 3-1/4" ALUM. CAP  
ON NO. 6 REBAR IN RANGE BOX  
0.5' BELOW SURFACE STAMPED  
"JF SATO & ASSOC., 1/4, S15/S22,  
T4N R68W, PLS 37056, 2017"

E. LINE SW1/4 SECTION 15, T4S, R68W  
(BASIS OF BEARINGS) N0°44'36"W 2647.74'

PREPARED BY:



Matrix

SCALE: 1" = 150'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT "A"

ILLUSTRATION

DATE: 11/19/2025 SHEET 2 OF 2



**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL A**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWESTERLY CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 46°39'35" WEST, ALONG THE SOUTHERLY LINE OF SAID BROADWAY STATION FILING NO.4, A DISTANCE OF 1.00 FEET;

THENCE NORTH 43°20'15" WEST, A DISTANCE OF 211.96 FEET;

THENCE NORTH 80°32'52" EAST, A DISTANCE OF 161.82 FEET TO A POINT THAT IS 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 74.13 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 159.66 FEET;

THENCE SOUTHERLY AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 27°30'08", AN ARC DISTANCE OF 76.64 FEET AND HAVING A CHORD THAT BEARS SOUTH 03°58'42" WEST, A DISTANCE OF 75.90 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET;

THENCE SOUTHWESTERLY AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 28°55'48", AN ARC DISTANCE OF 35.34 FEET AND HAVING A CHORD THAT BEARS SOUTH 32°11'41" WEST, A DISTANCE OF 34.97 FEET;

THENCE SOUTH 46°39'35" WEST, A DISTANCE OF 2.35 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 16,867 SQUARE FEET OR 0.3872 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM

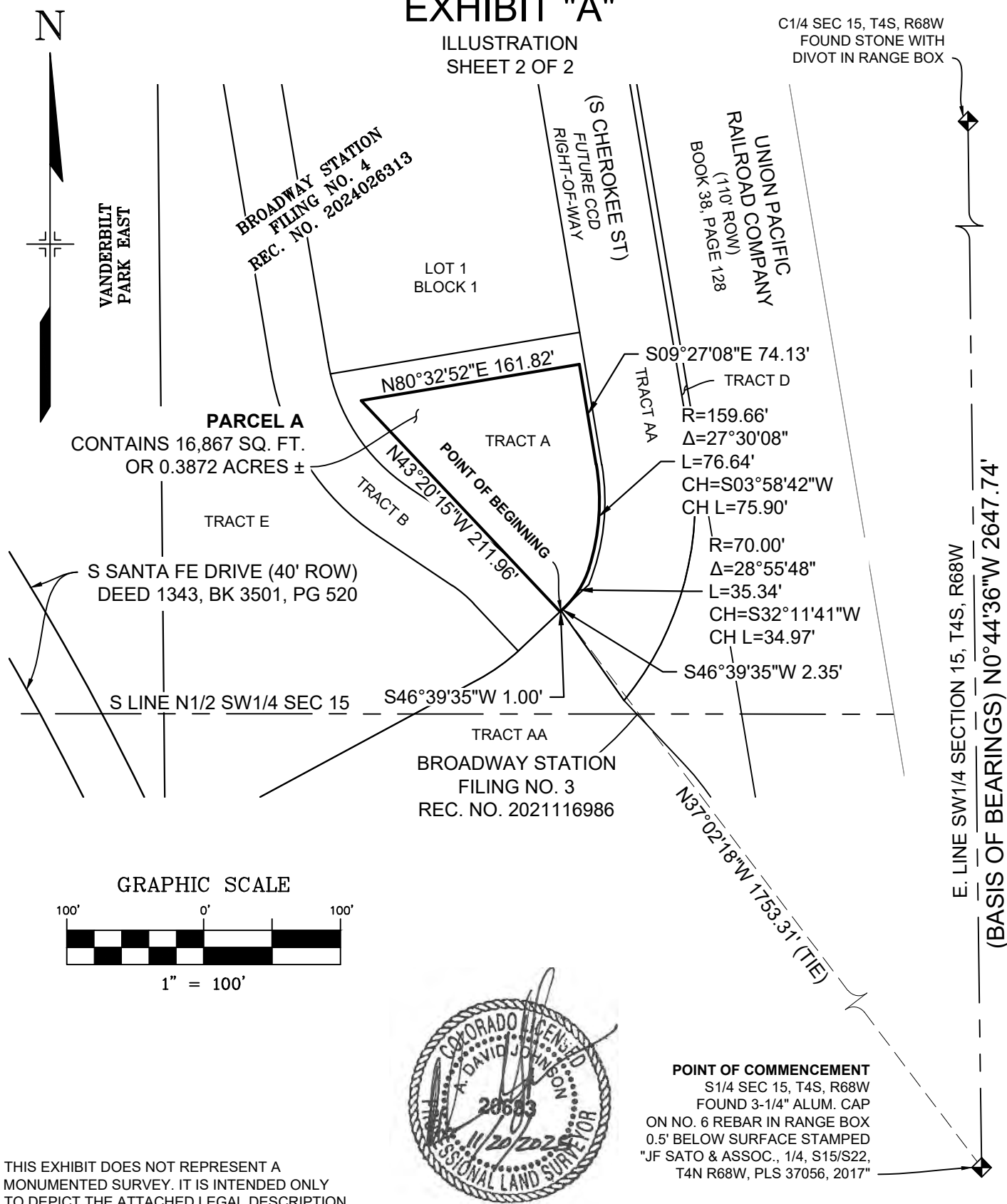


FILE LOCATION: R:\19.817.004 (Broadway Station)\Survey\Dwg\Exhibits\District Parcels\BWS F5-TRACT A.dwg

# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX



THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



SCALE: 1" = 100'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/19/2025

SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL B**  
**SHEET 1 OF 3**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, AND A PART OF S CHEROKEE ST (RENAMED S DELAWARE ST) AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWESTERLY CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 46°39'35" WEST, ALONG THE SOUTHERLY LINE OF SAID BROADWAY STATION FILING NO. 4, A DISTANCE OF 1.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 46°39'35" WEST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 41.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 148.00 FEET;

THENCE SOUTHWESTERLY, COINCIDENT WITH SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 06°35'59", AN ARC DISTANCE OF 17.05 FEET AND HAVING A CHORD THAT BEARS SOUTH 50°31'09" WEST, A DISTANCE OF 17.04 FEET;

THENCE NORTH 43°20'15" WEST, A DISTANCE OF 363.64 FEET, TO THE WESTERLY LINE OF TRACT E OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 00°34'07" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 286.05 FEET TO A CORNER IN SAID WESTERLY LINE;

THENCE NORTH 09°27'08" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 1.24 FEET TO THE NORTHWEST CORNER OF SAID TRACT E;

THENCE NORTH 80°32'52" EAST, ALONG THE NORTH LINE OF SAID TRACT E, A DISTANCE OF 7.19 FEET;

THENCE NORTH 05°14'29" WEST, A DISTANCE OF 29.70 FEET;

THENCE NORTH 80°32'52" EAST, A DISTANCE OF 241.63 FEET TO A POINT 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 185.22 FEET;

THENCE SOUTH 07°09'02" WEST, A DISTANCE OF 86.13 FEET;

THENCE SOUTH 00°37'46" EAST, A DISTANCE OF 159.45 FEET;

THENCE SOUTH 43°20'15" EAST, A DISTANCE OF 341.94 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 50,334 SQUARE FEET OR 1.1555 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

EXHIBIT "A"  
PROPERTY DESCRIPTION  
SHEET 2 OF 3

"LESS AND EXCEPT S. CHEROKEE ST., PER ENGINEERING BOOK 19, PAGE 36, RENAMED S. DELAWARE ST. AT RECEPTION NUMBER 2023061493, IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER."



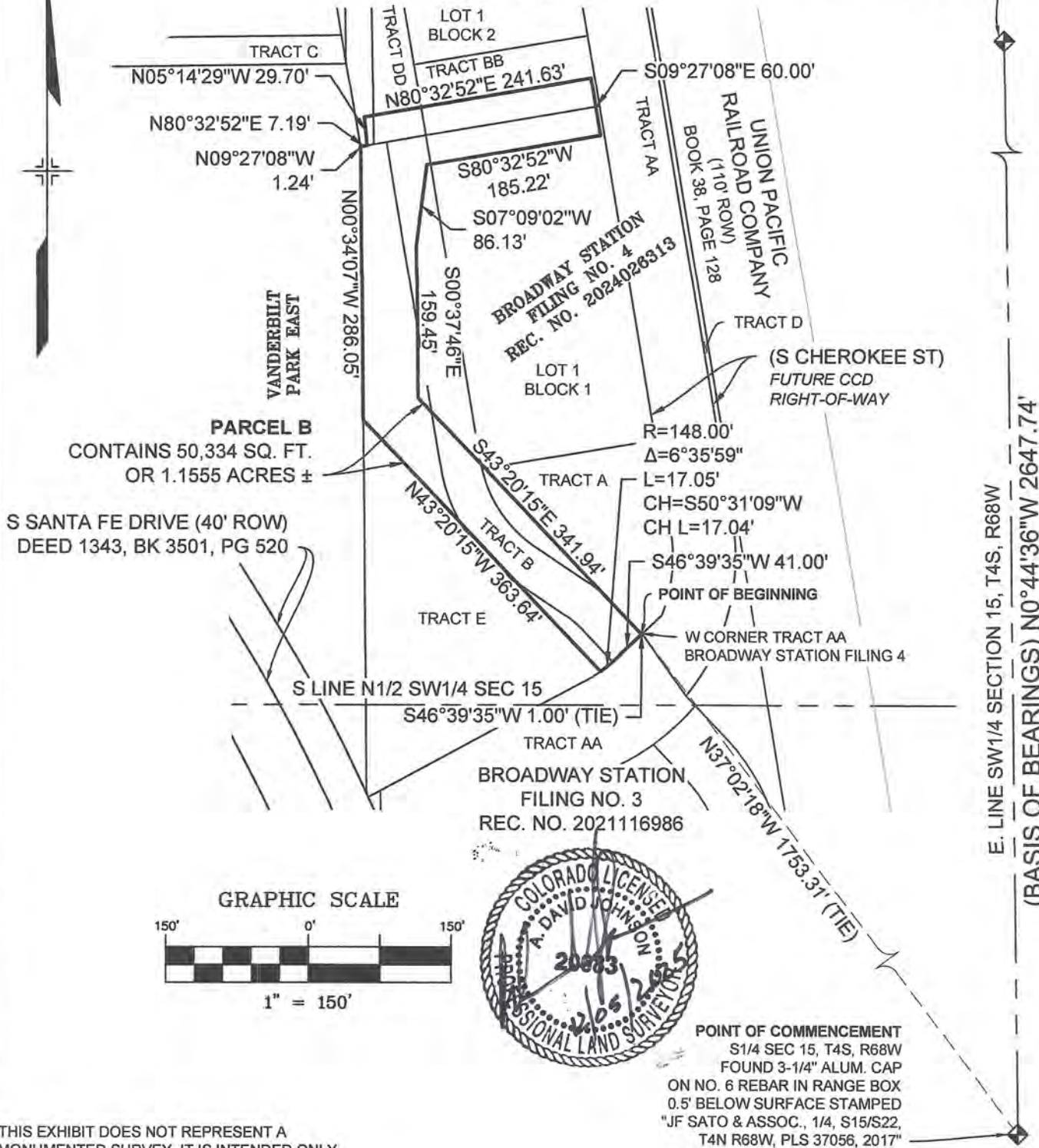
PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



EXHIBIT "A"

ILLUSTRATION  
SHEET 3 OF 3

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX



THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



SCALE: 1" = 150'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 12/05/2025 SHEET 3 OF 3



**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL C**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, AND A PART OF S CHEROKEE ST (RENAMED S DELAWARE ST) AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;  
THENCE NORTH 34°23'00" WEST, A DISTANCE OF 2420.00 FEET TO THE SOUTHEAST CORNER OF TRACT C OF SAID BROADWAY STATION FILING NO. 4;  
THENCE NORTH 89°23'58" EAST, ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT C, A DISTANCE OF 13.58 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°23'58" EAST, CONTINUING ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 32.43 FEET;

THENCE NORTH 00°36'02" WEST, A DISTANCE OF 301.07 FEET;

THENCE NORTH 80°32'52" EAST, A DISTANCE OF 30.36 FEET;

THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 351.69 FEET;

THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 58.67 FEET;

THENCE NORTH 05°14'29" WEST, A DISTANCE OF 55.16 FEET TO THE **POINT OF BEGINNING**,

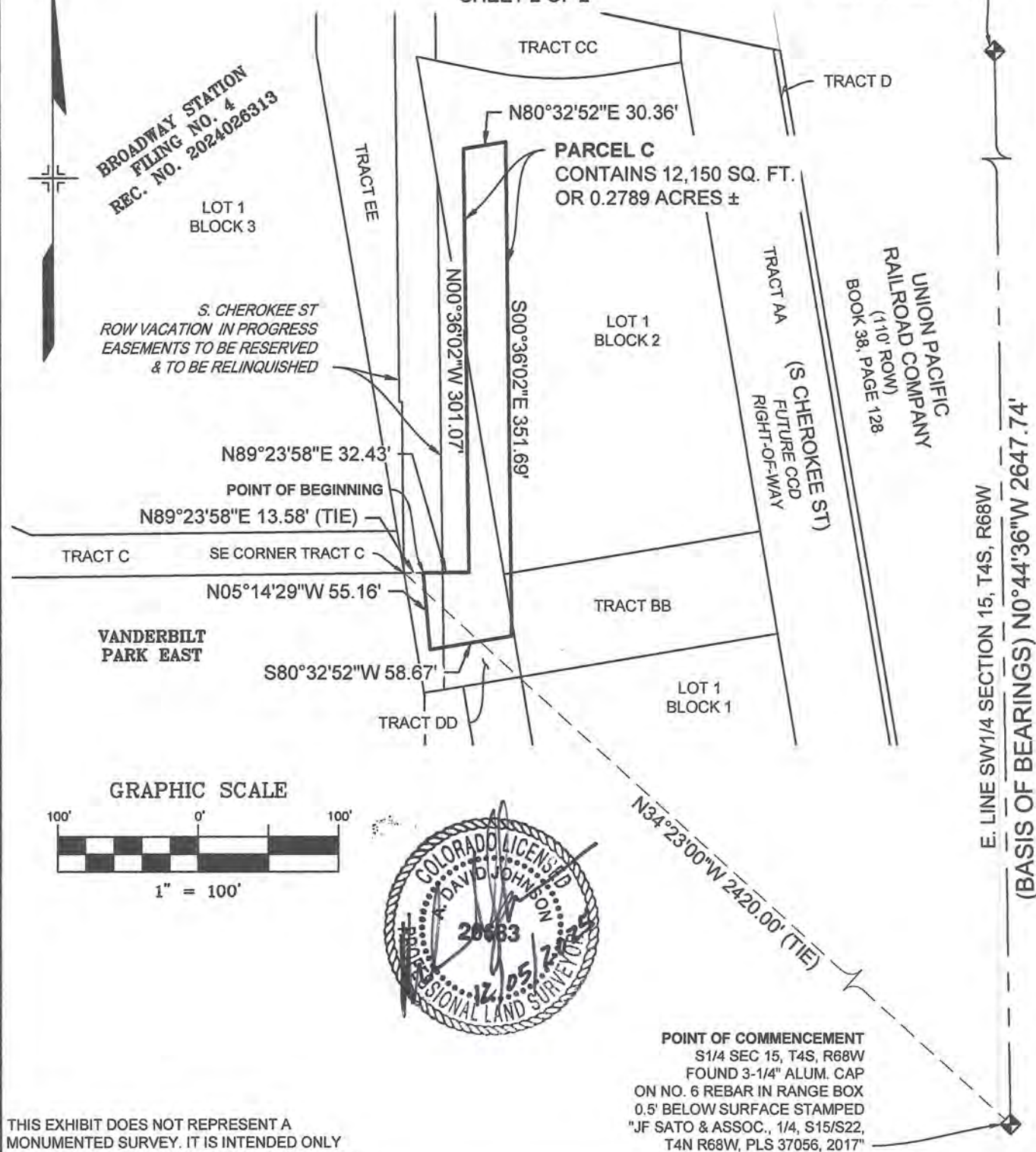
THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 12,150 SQUARE FEET OR 0.2789 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

**"LESS AND EXCEPT S. CHEROKEE ST., PER ENGINEERING BOOK 19, PAGE 36, RENAMED S. DELAWARE ST. AT RECEPTION NUMBER 2023061493, IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER."**



PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM

## EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:

**Matrix**

SCALE: 1" = 100'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025 SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL D**  
**SHEET 1 OF 2**

ALL OF TRACT D OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 32°12'08" WEST, A DISTANCE OF 1,794.89 FEET TO THE SOUTHEAST CORNER OF SAID TRACT D AND THE **POINT OF BEGINNING**;

THENCE COINCIDENT WITH THE BOUNDARY OF SAID TRACT D, THE FOLLOWING FOUR (4) COURSES:

1. THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 5.00 FEET;
2. THENCE NORTH 09°27'08" WEST, A DISTANCE OF 863.18 FEET;
3. THENCE SOUTH 78°08'57" EAST, A DISTANCE OF 5.37 FEET;
4. THENCE SOUTH 09°27'08" EAST, A DISTANCE OF 861.23 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 4,311 SQUARE FEET 0.0990 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



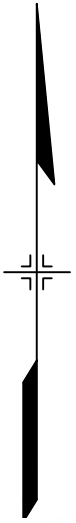


# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

N



INTERSTATE 25  
UNIT 5 ORD. 3,  
SERIES 1962

LOT 1B  
LOT 1  
BLOCK 3

BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

LOT 1  
BLOCK 2

S78°08'57"E 5.37'

UNION PACIFIC  
RAILROAD COMPANY  
(110' ROW)  
BOOK 38, PAGE 128

TRACT D

**PARCEL D**  
CONTAINS 4,311 SQ. FT.  
OR 0.0990 ACRES ±

TRACT C

TRACT DD

TRACT BB

S09°27'08"E 861.23'  
N09°27'08"W 863.18'

(S CHEROKEE ST)  
FUTURE CCD  
RIGHT-OF-WAY

LOT 1  
BLOCK 1

TRACT B

TRACT AA

POINT OF BEGINNING

TRACT A

TRACT E

S80°32'52"W 5.00'

N32°12'08"W 1794.89' (TIE)

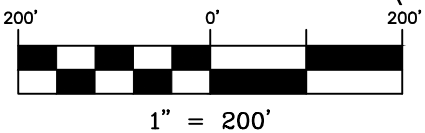
E. LINE SW1/4 SECTION 15, T4S, R68W  
(BASIS OF BEARINGS) N0°44'36"W 2647.74'



S SANTA FE DRIVE (40' ROW)  
DEED 1343, BK 3501, PG 520

S LINE N1/2 SW1/4 SEC 15

GRAPHIC SCALE



BROADWAY STATION  
FILING NO. 3  
REC. NO. 2021116986

**POINT OF COMMENCEMENT**  
S1/4 SEC 15, T4S, R68W  
FOUND 3-1/4" ALUM. CAP  
ON NO. 6 REBAR IN RANGE BOX  
0.5' BELOW SURFACE STAMPED  
"JF SATO & ASSOC., 1/4, S15/S22,  
T4N R68W, PLS 37056, 2017"

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



SCALE: 1" = 200'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/19/2025 SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL E**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWESTERLY CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 46°39'35" WEST, ALONG THE SOUTHERLY LINE OF SAID BROADWAY STATION FILING NO. 4, A DISTANCE OF 42.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 148.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 06°35'59", AN ARC DISTANCE OF 17.05 FEET AND HAVING A CHORD THAT BEARS SOUTH 50°31'09" WEST, A DISTANCE OF 17.04 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND COINCIDENT WITH SAID CURVE THROUGH A CENTRAL ANGLE OF 03°55'18", AN ARC DISTANCE OF 10.13 FEET AND HAVING A CHORD THAT BEARS SOUTH 55°46'48" WEST, A DISTANCE OF 10.13 FEET;

THENCE NORTH 43°20'12" WEST, A DISTANCE OF 172.41 FEET;

THENCE SOUTH 46°40'51" WEST, A DISTANCE OF 165.35 FEET TO THE WESTERLY LINE OF TRACT E OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 00°34'07" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 258.23 FEET;

THENCE SOUTH 43°20'15" EAST, A DISTANCE OF 363.64 FEET TO THE **POINT OF BEGINNING**.

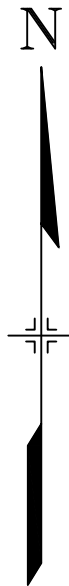
THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 18,357 SQUARE FEET (0.4214 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
 A DAVID JOHNSON, PLS 20683  
 FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
 707 17<sup>TH</sup> STREET, SUITE 3150  
 DENVER, CO 80202  
 PHONE NO.: 303.572.0200  
 EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM





ILLUSTRATION  
SHEET 2 OF 2



**MATCH POINT**

A graphic scale bar for the drawing. It is a horizontal bar divided into two main sections by a vertical line at the 0' mark. The left section is labeled '80'' at the far left and is divided into four equal segments, each containing a black and white checkerboard pattern. The right section is labeled '80'' at the far right and is divided into two equal segments, each containing a solid black pattern. Below the bar, the text '1" = 80'' is written, indicating the scale.

PREPARED BY:



# Matrix

DATE: 11/20/2025      SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL F**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 26°08'33" WEST, A DISTANCE OF 2,655.02 FEET TO THE NORTHEAST CORNER OF SAID TRACT CC;

THENCE NORTH 78°08'57" WEST, COINCIDENT WITH THE NORTHERLY LINE OF SAID TRACT CC A DISTANCE OF 7.07 FEET TO A POINT THAT IS 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 60.84 FEET;

THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 159.20 FEET;

THENCE NORTH 00°36'02" WEST, A DISTANCE OF 117.28 FEET TO SAID NORTHERLY LINE;

THENCE SOUTH 78°08'57" EAST, COINCIDENT WITH SAID NORTHERLY LINE, A DISTANCE OF 151.51 FEET TO THE **POINT OF BEGINNING**.

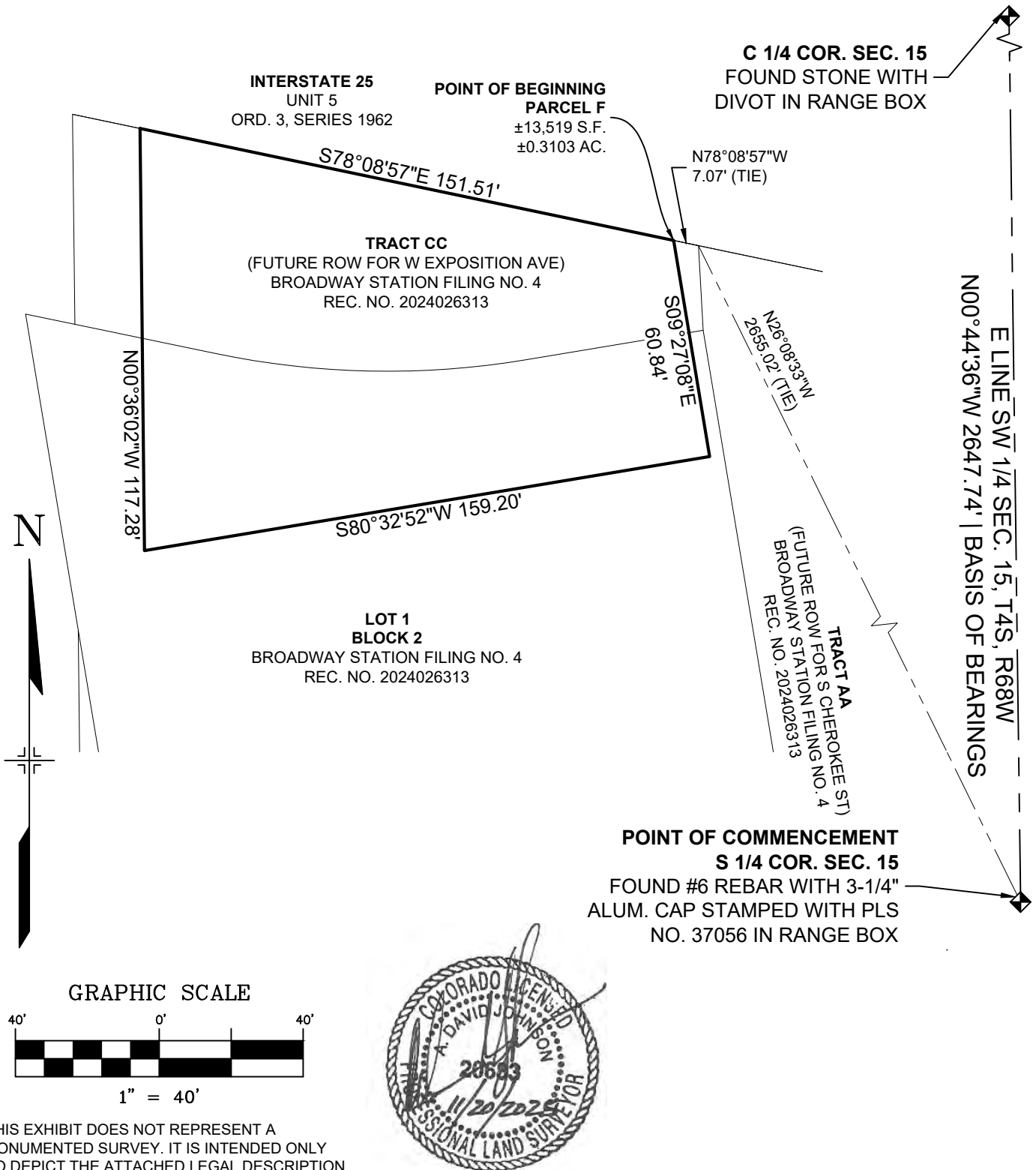
THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 13,519 SQUARE FEET (0.3103 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2



PREPARED BY:



SCALE: 1" = 40'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025

SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL AA**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024 IN THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;  
 THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWEST CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE NORTH 46°39'35" EAST, A DISTANCE OF 2.35 FEET TO A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET;

THENCE NORTHEASTERLY AND COINCIDENT WITH SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 28°55'48", AN ARC DISTANCE OF 35.34 FEET AND HAVING A CHORD THAT BEARS NORTH 32°11'41" EAST, A DISTANCE OF 34.97 FEET TO A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 159.66 FEET;

THENCE NORTHERLY AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 27°30'08", AN ARC DISTANCE OF 76.64 FEET AND HAVING A CHORD THAT BEARS NORTH 03°58'42" EAST, A DISTANCE OF 75.90 FEET TO A POINT 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 09°27'08" WEST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 890.48 FEET TO THE NORTHERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 78°08'57" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 75.13 FEET TO A POINT 5.00 FEET WESTERLY OF SAID EASTERLY LINE OF BROADWAY STATION FILING NO. 4;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 863.18 FEET TO A POINT ON THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4 AND A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 229.65 FEET;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 48°57'03", AN ARC DISTANCE OF 196.20 FEET AND HAVING A CHORD THAT BEARS SOUTH 14°47'58" WEST, A DISTANCE OF 190.29 FEET TO THE SOUTHEAST CORNER OF SAID TRACT AA;

THENCE NORTH 35°05'03" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT AA, A DISTANCE OF 80.11 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 72,412 SQUARE FEET OR 1.6624 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
 A DAVID JOHNSON, PLS 20683  
 FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
 707 17<sup>TH</sup> STREET, SUITE 3150  
 DENVER, CO 80202  
 PHONE NO.: 303.572.0200  
 EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM





# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

N

INTERSTATE 25  
UNIT 5 ORD. 3,  
SERIES 1962

LOT 1  
BLOCK 3

BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

LOT 1  
BLOCK 2

S78°08'57"E 75.13'

UNION PACIFIC  
RAILROAD COMPANY  
(110' ROW)  
BOOK 38, PAGE 128

TRACT D

TRACT C

TRACT CC

TRACT DD

TRACT BB

N09°27'08"W 890.48'

LOT 1  
BLOCK 1

S09°27'08"E 863.18'

(S CHEROKEE ST)  
FUTURE CCD  
RIGHT-OF-WAY

VANDERBILT  
PARK EAST



S SANTA FE DRIVE (40' ROW)  
DEED 1343, BK 3501, PG 520

R=70.00'

Δ=28°55'48"

L=35.34'

CH=N32°11'41"E

CH L=34.97'

TRACT E

N46°39'35"E 2.35'

POINT OF BEGINNING

S LINE N1/2 SW1/4 SEC 15

N35°05'03"W 80.11'

BROADWAY STATION

FILING NO. 3

REC. NO. 2021116986

R=159.66'

Δ=27°30'08"

L=76.64'

CH=N03°58'42"E

CH L=75.90'

R=229.65'

Δ=48°57'03"

L=196.20'

CH=S14°47'58"W

CH L=190.29'

POINT OF COMMENCEMENT

S1/4 SEC 15, T4S, R68W

FOUND 3-1/4" ALUM. CAP

ON NO. 6 REBAR IN RANGE BOX

0.5' BELOW SURFACE STAMPED

"JF SATO & ASSOC., 1/4, S15/S22,

T4N R68W, PLS 37056, 2017"

N37°02'18"W 1753.31' (TIE)

E. LINE SW1/4 SECTION 15, T4S, R68W

(BASIS OF BEARINGS) N0°44'36"W 2647.74'

GRAPHIC SCALE



1" = 200'

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



Matrix

SCALE: 1" = 200'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025

SHEET 2 OF 2



**EXHIBIT B**  
**TO**  
**PUBLIC IMPROVEMENTS FUNDING AGREEMENT**  
Description of Stadium Site Property Public Improvements

~~[to be inserted]~~

General Conditions/Site Logistics  
Earthwork & Excavation  
Erosion Control  
Survey & Layout  
Utilities  
Site Work/ADA  
Site Improvements and Safety  
Controls

EXHIBIT G

FORM OF PROPERTY PURCHASE OPTION

[Attached]

After recording, return to:

Division of Real Estate  
City and County of Denver  
201 West Colfax Avenue, Dept. 1010  
Denver, Colorado 80202

### **OPTION AGREEMENT**

THIS OPTION AGREEMENT (“**Agreement**”) is made effective as of \_\_\_\_\_ (“**Effective Date**”) by and between BROADWAY STATION METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District**”), whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Pkwy, Suite 300, Greenwood Village, Colorado 80111, and the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado (“**City**”), whose address is 1437 Bannock Street, Denver, Colorado 80202. The District and the City are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

#### **Recitals**

A. As contemplated by that certain Intergovernmental Agreement for Stadium Site Project between the Parties with an effective date of May 18, 2025 (“**2025 IGA**”), and that certain Stadium Property Agreement between the Parties and DREV (defined below) with an effective date of \_\_\_\_\_ (“**SPA**”), on the date of this Agreement, the District acquired from Broadway Station Partners, LLC, a Delaware limited liability company, that certain real property legally described and depicted in **Exhibit A** attached hereto and incorporated herein by reference (“**Property**”), which will comprises Lot 1A and Tracts A, AA, B, C, D, E and F as shown on the draft Broadway Station Filing No. 5 plat (“**Filing 5 Plat**”) attached hereto as **Exhibit B** upon the recordation of such Filing 5 Plat.

B. The Property, together with the Lot 1B Land (defined below), comprise the “**Stadium Site Property**” as defined in the 2025 IGA. The Parties intend that upon the relinquishment by the Colorado Department of Transportation (“**CDOT**”) of its right of way in and to the land that will comprise Lot 1B as shown on the Filing 5 Plat, which land is legally described in **Exhibit C** attached hereto (the “**Lot 1B Land**”), and subject to any required vacation by the City of public rights of way in and to such land, the Lot 1B Land will be owned or otherwise controlled by the District after the date hereof.

C. The Stadium Site Property is intended to be the location of (i) a multi-purpose stadium (“**Stadium**”) for use by the National Women’s Soccer League (“**NWSL**”) franchise team known as the Denver Summit FC (“**Team**”), which Stadium will also host public shows, concerts, sporting events, community-oriented events, civic events, meetings, banquets and other public events; and (ii) public infrastructure, facilities and improvements that are necessary to provide public access and services to the Stadium, which may include, without limitation, roads, auto and pedestrian bridges, walkways, public accessibility improvements, parking, lighting, traffic and safety controls, water, sanitation and storm drainage facilities, utility improvements and equipment, security and fire protection equipment and other safety systems, community space, and park and recreation improvements (collectively, the “**Stadium Site Property Public Improvements**”).

D. The Stadium and the Stadium Site Property Public Improvements are to be constructed by Denver Real Estate Ventures, LLC, a Delaware limited liability company, or an affiliate of such entity (collectively, “**DREV**”), on behalf of the District, such that the District will own the Stadium and the Stadium Site Property Public Improvements unless and until any such improvements are dedicated or

otherwise conveyed to the City with the City's consent or are transferred to the City pursuant to the terms of this Agreement.

E. In accordance with the provisions of the 2025 IGA and the SPA, on the date of this Agreement, the City paid \$50,000,000 to the District (the "**Stadium Site Project Funding**" as defined in the 2025 IGA).

F. In consideration of the Stadium Site Project Funding provided by the City, and as contemplated by the 2025 IGA and the SPA, the District agrees to grant to the City an option to purchase the Stadium Site Property upon the terms and conditions more particularly set forth herein.

### Agreement

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby incorporated into and form a part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged by the District, the Parties agree as hereinafter set forth.

#### 1. Option

1.1 Grant of Option; Lot 1B Land. The District, for itself and its successors and assigns, hereby grants to the City an irrevocable right and option ("**Option**") to purchase the Stadium Site Property for \$10.00 ("**Option Price**"), free and clear of all encumbrances except only those listed in **Exhibit D** attached hereto and incorporated herein by reference and any encumbrances permitted pursuant to Subsection 1.4(e) ("**Permitted Encumbrances**"), which Option may be exercised upon the occurrence of any Triggering Event (defined below). As provided in the Recitals to this Agreement above, the Stadium Site Property shall include the Lot 1B Land if ownership of such land is ever acquired by the District. In accordance with the foregoing, the District, and by its execution of this Agreement where indicated below, DREV, agree that (a) the Stadium Site Property and the Option granted herein shall be and remain effective with respect to the Lot 1B Land immediately and automatically upon the District's acquisition of ownership of such land; and (b) promptly after the District's acquisition of ownership of the Lot 1B Land, the District and DREV shall promptly execute, deliver, and record any commercially reasonable instruments or other documents reasonably requested by the City to evidence and confirm the effectiveness and applicability of this Agreement and the Option granted herein to such land.

1.2 Consideration for Option. As provided in the 2025 IGA, the Parties acknowledge and agree that the first \$10,000 of the Stadium Site Project Funding ("**Independent Consideration**") paid to the District by the City constitutes separate and independent consideration for the Option granted herein, regardless of whether or not such Independent Consideration was or is used by the District to pay a portion of the purchase price for the Property, to pay any amount to CDOT for the relinquishment of its right of way in and to the Lot 1B Land, and/or to pay for any of the Stadium Site Property Public Improvements. The Parties further acknowledge and agree that the Independent Consideration is not in limitation of the payment of the Stadium Site Project Funding and is in addition to any other consideration provided or to be provided by the City under the 2025 IGA, the SPA, and/or any other document for or relating to the Stadium, the Stadium Site Property Public Improvements, and/or any other improvements made or to be made in connection with the Stadium.

1.3 Option Term. The term of the Option ("**Option Term**") shall commence on the Effective Date and shall, subject to the following provisions in this section, expire at 11:59 PM Mountain Time on the date that is 98 years and 11 months after the Effective Date, unless sooner terminated by written agreement of the Parties or by the provisions in Section 1.4 below. It is the intention of the Parties that the

Option shall continue in effect for the full Option Term as provided in this section, and such Option is and shall be considered to be coupled with an interest. Notwithstanding the foregoing, if the Option Term shall be construed to be subject to and/or in violation of any rule of law limiting the duration during which a right such as the Option granted herein must be exercised, then neither this Agreement nor the Option granted herein shall be deemed unenforceable as a result thereof, and instead the Option Term shall be reformed or otherwise modified by the Parties or a court of competent jurisdiction to be the maximum period of time as allowed by law, unless the Option Term as so reformed or modified is sooner terminated by written agreement of the Parties or by the provisions in Section 1.5 below.

#### 1.4 Exercise of Option.

(a) Triggering Events. As contemplated by the 2025 IGA, the City may exercise the Option granted herein within one (1) year after the occurrence of any of the following events (each a “**Triggering Event**” and collectively the “**Triggering Events**”):

(i) the termination of the Stadium Development Agreement prior to its expiration (which expiration will occur upon substantial completion of the Stadium) without a replacement development agreement entered into between the District and any lender of financing for the Stadium, which replacement development agreement must be entered into, if at all, within 12 months after the date of termination of the Stadium Development Agreement;

(ii) the expiration or sooner termination of the Stadium Operating Agreement (as defined in the 2025 IGA) for any reason without a replacement operating agreement entered into between the District and any lender of financing for the Stadium, which replacement operating agreement must be entered into, if at all, within 12 months after the date of termination of the Stadium Operating Agreement;

(iii) DREV’s failure to complete construction of and obtain a certificate of occupancy for the Stadium by December 31, 2030 (subject to an Event of Force Majeure as defined below); or

(iv) the Team ceases to play its home games in the Stadium for 24 consecutive months (subject to an Event of Force Majeure as defined below) without the City’s written consent.

(b) Force Majeure. For purposes of Subsection 1.4(a) above, “**Event of Force Majeure**” means acts of God, pandemics, epidemics, lightning, earthquakes, fires, storms, tornadoes, floods, or any other severe weather which delays the construction of or ability to use the Stadium; delays with the construction of or ability to use the Stadium as a result of laws, rules, or regulations not in existence on the Effective Date passed by regulatory or governmental entities having jurisdiction; the inability of DREV and/or the District to commence, continue, complete, or fund the construction of the Stadium or the Stadium Site Property Public Improvements as a result of any laws, rules, regulations, or court orders not in existence on the Effective Date; with respect to the Triggering Event in Subsection 1.4(a)(iii) only, a lockout by the NWSL or player strike against the NWSL; or another event that is outside the control of the party that is obligated to perform, i.e., the District and/or DREV, as applicable (“**Performing Party**”). Unless caused by the City, an Event of Force Majeure specifically does not include any change in the financial condition of, or in the ability to obtain financing or other funds by, the Performing Party; the breach by the Performing Party of this Agreement, the SPA, the Stadium Agreements, the Stadium Related Agreements (defined below), and/or any other contract or agreement; or the negligent or intentional action or inaction of the Performing Party. If an Event of Force Majeure occurs, and provided the Performing Party delivers prompt written notice thereof to the City, then the time period during which such Performing



Party is obligated to perform shall be extended one day for each day that such party is delayed in its performance; provided, however, in no event shall any such extension exceed 12 months.

(c) Notice of Triggering Event. The District shall be obligated at all times during the Option Term to provide the City and DREV with written notice of a Triggering Event within 30 days after the District knows or should have known of such event.

(d) Notice of Exercise of Option and Conveyance of Stadium Site Property. If a Triggering Event occurs, the City shall have one year from the date of such event (“**Option Exercise Period**”) to exercise its Option by providing (i) written notice thereof to the District and DREV (“**Exercise Notice**”), and (ii) payment of the Option Price to the District (collectively, the “**Option Exercise**”). The City shall state in its Exercise Notice whether the City is exercising its Option with respect to all or a portion of the Stadium Site Property (provided the City may not exercise the Option with respect to less than the entire portion of the Stadium Site Property on which the Stadium is located), and if the latter, the City shall specify the portion of the Stadium Site Property for which the City is exercising its Option. The City’s right within the Option Exercise Period to exercise its Option with respect to all or a portion of the Stadium Site Property shall be in the City’s sole and absolute discretion; provided, however, the City shall not require the District to make a conveyance that would violate then applicable zoning or subdivision laws. Within 30 days after the date of the City’s Option Exercise, the District shall deliver to the City for recording in the Land Records a special warranty deed for the Stadium Site Property or portion thereof as specified in the Exercise Notice, which deed shall be in the form attached hereto as **Exhibit E** and incorporated herein by reference.

(e) Condition of Title. The conveyance by the District to the City of all or any portion of the Stadium Site Property in accordance with the provisions of this Agreement shall be free from all liens and encumbrances except only the Permitted Exceptions. Without limitation of the generality of the foregoing, unless the District receives the prior written consent of the City, which consent may be granted or withheld in the City’s sole and absolute discretion, the District shall not grant any right, title, or interest in or to all or any portion of the Stadium Site Property, except for (i) usual and customary utility easements granted by the District to the City and/or to a public utility or service provider, (ii) the Stadium Agreements and any other agreements or amendments thereto that are contemplated by the 2025 IGA and/or the SPA with respect to the development of the Stadium and/or the Stadium Site Property Public Improvements (collectively, the “**Stadium Related Agreements**”), and (iii) encumbrances recorded after the Effective Date required for the development of the Stadium, including a site development plan for the Stadium Site Property and related easements, but specifically excluding any liens related to financing for construction of the Stadium and any other liens that could result in the foreclosure of all or any portion of the Stadium Site Property. Notwithstanding the exceptions in the preceding sentence, it is the intent of the Parties that this Agreement and the Option granted herein do and shall have priority over any and all of the Stadium Related Agreements, and accordingly, the District and/or DREV shall sign any commercially reasonable subordination or similar agreements, and shall take any commercially reasonable actions (including without limitation causing the Stadium Site Property to be promptly released from any monetary liens), to preserve and perfect the priority of this Agreement and the Option granted herein.

1.5 Non-Exercise of Option. If a Triggering Event occurs, and if the City (a) elects in a written notice to the District and DREV to not exercise the Option granted herein, or (b) fails to exercise the Option as required hereunder within the Option Exercise Period, then in either such event this Agreement and the Option granted herein shall remain in full force and effect such that, if a subsequent Triggering Event occurs, the City shall again have the right to exercise its Option in accordance with the provisions of Section 1.4 above. Notwithstanding the foregoing, if (y) both the Stadium Agreements have been terminated and have not been timely replaced as contemplated in Subsections 1.4(a)(i) and (ii) above, and (z) DREV fails to timely complete the Stadium as required by Subsection 1.4(a)(iii) above, or DREV timely completes the

Stadium but thereafter the Team fails to play its home games in the Stadium for 24 consecutive months as provided in Subsection 1.4(a)(iv) above, then upon the last of such Triggering Events to occur, the City shall have a final right to exercise its Option in accordance with the provisions of Section 1.4 above, and if the City elects not to exercise the Option or fails to timely deliver the Option Exercise within the Option Exercise Period, then this Agreement and the Option granted herein shall terminate and be of no further force or effect upon the expiration of such final Option Exercise Period. In the event of the termination of this Agreement as provided in the preceding sentence, the City shall, upon written request of the District and at the District's expense, cause a termination and release of this Agreement and the Option granted herein to be recorded in the Land Records.

## 2. Covenant Not to Sue; Default and Remedies.

2.1 Covenant Not to Sue. The District, and by its execution of this Agreement where indicated below, DREV, acknowledge and agree that this Agreement and the Option granted herein are a material portion of the consideration for, and are being relied upon by, the City in entering into the SPA and providing the Stadium Site Project Funding. As a result, the District, and by its execution of this Agreement where indicated below, DREV, agree that neither of them will challenge in any legal or other proceeding, including without limitation by any claim or counterclaim, the enforceability of this Agreement or the City's right to exercise the Option in accordance with the provisions of this Agreement. The foregoing restriction shall prohibit, without limitation, the assertion of any claim or counterclaim relating to the consideration given for the Option, the purchase price to be paid by the City for all or a portion of the Stadium Site Property upon exercise of the Option, or the duration of the Option Term. In accordance with the foregoing, the District, and by its execution of this Agreement where indicated below, DREV, agree that the only objections either of them shall have the right to assert with respect to this Agreement and the Option granted herein is whether a Triggering Event has occurred and/or whether an Option Exercise was delivered as required hereunder, and the City acknowledges and agrees that the District and/or DREV may assert claims with respect to the foregoing.

### 2.2 Breach and Remedies.

(a) The District acknowledges and agrees that if it is in default of any provision in this Agreement, and if such default is not cured within 30 days after notice thereof is sent by the City, then the City shall have such rights and remedies as are available to it at law or in equity, including without limitation (i) rights and remedies for specific performance, injunctive, and/or other appropriate relief; and (ii) rights to recover any and all (A) actual damages, (B) attorneys' fees and costs paid or incurred by or on behalf of the City, and (C) any amount of the Stadium Site Project Funding paid by or on behalf of the City in connection with the Stadium and/or the Stadium Site Property Public Improvements that remain unexpended by the District and which the District is not then contractually obligated to pay to any third party, and the District shall take all commercially reasonable actions to terminate any then-existing contracts and otherwise minimize its obligations to pay any third party in connection with the Stadium and/or the Stadium Site Property Public Improvements, provided that the foregoing shall not require the District to breach any contract or agreement it has with any such third party. Notwithstanding anything to the contrary contained herein, the District shall not be in default under this Agreement for failing to convey all or any portion of the Stadium Site Property to the City after a Triggering Event has occurred as provided in Section 1.4 above if, on the date the City provides its Exercise Notice, the District is legally prohibited from conveying all or any portion of the Stadium Site Property as a result of any law, rule, regulation, or court order not in existence on the Effective Date; provided, however, the District agrees to take, at no cost or expense to the District, all commercially reasonable actions as are reasonably requested by the City to cause such prohibition to be terminated so the District can lawfully convey to the City all or any portion of the Stadium Site Property that is the subject of the City's Exercise Notice.

(b) By its execution of this Agreement where indicated below, DREV acknowledges and agrees that if it is in default of any provision in this Agreement, and if such default is not cured within 30 days after notice thereof is sent by the City, then the City shall have such rights and remedies as are available to it at law or in equity, including without limitation (i) rights and remedies for specific performance, injunctive, and/or other appropriate relief; and (ii) rights to recover any and all actual damages and attorneys' fees and costs paid or incurred by or on behalf of the City.

2.3 Survival. The provisions of this Section 2 shall survive the expiration or sooner termination of this Agreement and any conveyance to the City of all or any portion of the Stadium Site Property.

### 3. Miscellaneous

3.1 Invalidity. Without limitation of the provisions in Section 1.2 above, in the event any provision of this Agreement is or would be held to be invalid, prohibited, or unenforceable in any applicable jurisdiction for any reason unless narrowed by construction, this Agreement shall, as to such jurisdiction, be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable in any jurisdiction for any reason. Such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition, or unenforceability, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

3.2 Governing Law. The Agreement shall be construed and enforced in accordance with all applicable federal laws, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement shall be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

3.3 Binding Effect. Each of the covenants, conditions, restrictions, rights and obligations set forth in this Agreement runs with the Stadium Site Property and inures to the benefit of and is binding upon the Parties and DREV (to the extent rights and obligations in this Agreement are binding on DREV), and to each of their respective successors and assigns.

3.4 Notices. All notices provided for herein shall be in writing and shall be personally delivered, delivered via a reputable and recognized overnight delivery service, or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties and DREV (if applicable) at the addresses given below or at such other address as may be specified by written notice in accordance with this section:

If to the City:

Department of Finance  
101 W. Colfax Ave., 10th Floor  
Denver, Colorado 80202  
Attn: Director, Capital Planning and Programming

With copies of notices to:

Office of the Mayor  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

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

If to the District:

Broadway Station Metropolitan District No. 1  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, Colorado 80111  
Attention: Mark Tompkins

With copies of notices to:

Cockrel Ela Glesne Greher & Ruhland, P.C.  
44 Cook Street, Suite 620  
Denver, Colorado 80206  
Attention: Paul Cockrel

If to DREV:

Centennial Real Estate Ventures, LLC  
c/o IMA Financial Group  
1705 17<sup>th</sup> St. #100  
Denver, Colorado 80202  
Attention: Guiselle Torres

With copies of notices to:

Greenberg Traurig LLP  
1144<sup>th</sup> Street, Suite 3300  
Denver, Colorado 80202  
Attention: Kevin Kelley

3.5 Assignment. Each of the District and DREV (to the extent the rights and obligations in this Agreement are binding on DREV) understands and agrees that it may not assign any of its rights or obligations under this Agreement without the prior written consent of the City, which consent may be given by the City's Chief Financial Officer and/or the City's Director of Real Estate, and/or either of their designees, and such consent shall not be unreasonably withheld, conditioned or delayed.

3.6 Recording. In accordance with the provisions of the SPA, this Agreement shall be recorded, at DREV's cost, in the Land Records.

3.7 Amendment. No alteration, amendment, change or addition to this Agreement shall be binding upon any Party hereto unless reduced to writing and signed by each Party, and any alteration, amendment, change or addition to this Agreement that affects the obligations of DREV hereunder must also be signed by DREV.

*[Remainder of Page Intentionally Left Blank; Signatures and Acknowledgment and Consent by  
DREV on Following Page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

<b>DISTRICT:</b>  BROADWAY STATION METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado  By: _____ Name: _____ Title: _____	<b>CITY:</b>  CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado  By: _____ Name: _____ Title: _____
--	--

**ACKNOWLEDGMENT AND CONSENT OF DREV**

By its execution below, DENVER REAL ESTATE VENTURES, LLC, a Delaware limited liability company, on behalf of itself and its affiliates, successors, and assigns, hereby acknowledges and consents to each of the terms and conditions of this Agreement, and agrees that it is and shall be bound by any provisions in this Agreement which are to be binding upon it, including without limitation the provisions regarding the Lot 1B Land and Lot 1B in Section 1.1, the priority of the Option and condition of title to the Stadium Site Property as provided in Section 1.4(e), and the provisions of Section 2.

**DENVER REAL ESTATE VENTURES, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Guiselle Torres, Authorized Signatory



**EXHIBIT A**  
**TO**  
**OPTION AGREEMENT**

Legal Description and Depiction of Property

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL 1A**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, AND A PART OF S CHEROKEE ST (RENAMED S DELAWARE ST) AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK; ALL RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER; ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST A DISTANCE OF 2647.74 FEET; THENCE NORTH 42°17'52" WEST, A DISTANCE OF 2,693.81 FEET TO THE SOUTHWEST CORNER OF TRACT C OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE, COINCIDENT WITH THE WESTERLY AND NORTHERLY LINES OF SAID BROADWAY STATION FILING 4, THE FOLLOWING TWELVE (12) COURSES:

1. NORTH 32°45'00" WEST, A DISTANCE OF 26.01 FEET;
2. THENCE NORTH 00°37'16" WEST, A DISTANCE OF 103.94 FEET;
3. THENCE SOUTH 89°49'48" WEST, A DISTANCE OF 10.81 FEET;
4. THENCE NORTH 21°29'09" WEST, A DISTANCE OF 294.78 FEET;
5. THENCE NORTH 06°51'15" EAST, A DISTANCE OF 75.63 FEET;
6. THENCE NORTH 37°59'28" EAST, A DISTANCE OF 31.96 FEET;
7. THENCE NORTH 71°38'51" EAST, A DISTANCE OF 81.77 FEET;
8. THENCE SOUTH 79°44'49" EAST, A DISTANCE OF 174.83 FEET;
9. THENCE SOUTH 00°32'56" EAST, A DISTANCE OF 50.00 FEET;
10. THENCE NORTH 89°06'51" EAST, A DISTANCE OF 170.00 FEET;
11. THENCE SOUTH 00°32'56" EAST, A DISTANCE OF 25.00 FEET;
12. THENCE NORTH 89°06'51" EAST, A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF TRACT EE OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 84°21'13" EAST, A DISTANCE OF 29.21 FEET TO THE NORTHWEST CORNER OF TRACT CC OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 78°08'57" EAST, COINCIDENT WITH THE NORTH LINE OF SAID TRACT CC, A DISTANCE OF 19.17 FEET;

THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 418.35 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID TRACT C;

THENCE SOUTH 89°23'58" WEST, ALONG SAID EASTERLY EXTENSION AND ALONG SAID SOUTHERLY LINE OF TRACT C, A DISTANCE OF 492.29 FEET TO SAID SOUTHWEST CORNER OF TRACT C AND THE **POINT OF BEGINNING**;

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 260,387 SQUARE FEET OR (5.9777 ACRES), MORE OR LESS.

"**LESS AND EXCEPT** S. CHEROKEE ST., PER ENGINEERING BOOK 19, PAGE 36, RENAMED S. DELAWARE ST. AT RECEPTION NUMBER 2023061493, IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER."

PREPARED BY:

A DAVID JOHNSON, PLS 20683

FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.

707 17<sup>TH</sup> STREET, SUITE 3150

DENVER, CO 80202 PHONE NO.: 303.572.0200 EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



## EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

N LINE SW1/4 SECTION 15, T4S, R68W

INTERSTATE 25  
UNIT 5 ORD. 3,  
SERIES 1962

N37°59'28"E 31.96'  
N71°38'51"E 81.77'  
S79°44'49"E 174.83'  
S00°32'56"E 50.00'  
N89°06'51"E 170.00'  
N89°06'51"E 125.00'  
N84°21'13"E 29.21'  
S78°08'57"E 19.17'

BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

PARCEL 1A CONTAINS  
260,387 SQ. FT.  
OR 5.9777 ACRES ±

S89°49'48"W 10.81'

S CHEROKEE ST  
BOOK 19 PAGE 36  
RENAMED S DELAWARE ST  
REC. NO. 2023061493

N00°37'16"W 103.94'  
N32°45'00"W 26.01'

TRACT C

S89°23'58"W 492.29'

VANDERBILT  
PARK EAST

TRACT CC

TRACT EE

LOT 1  
BLOCK 2

TRACT DD

TRACT BB

POINT OF BEGINNING  
SW CORNER TRACT C

GRAPHIC SCALE



1" = 150'



POINT OF COMMENCEMENT  
S1/4 SEC 15, T4S, R68W  
FOUND 3-1/4" ALUM. CAP  
ON NO. 6 REBAR IN RANGE BOX  
0.5' BELOW SURFACE STAMPED  
"JF SATO & ASSOC., 1/4, S15/S22,  
T4N R68W, PLS 37056, 2017"

E. LINE SW1/4 SECTION 15, T4S, R68W  
(BASIS OF BEARINGS) N0°44'36"W 2647.74'

PREPARED BY:



Matrix

SCALE: 1" = 150'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT "A"

ILLUSTRATION

DATE: 11/19/2025 SHEET 2 OF 2



**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL A**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWESTERLY CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 46°39'35" WEST, ALONG THE SOUTHERLY LINE OF SAID BROADWAY STATION FILING NO.4, A DISTANCE OF 1.00 FEET;

THENCE NORTH 43°20'15" WEST, A DISTANCE OF 211.96 FEET;

THENCE NORTH 80°32'52" EAST, A DISTANCE OF 161.82 FEET TO A POINT THAT IS 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 74.13 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 159.66 FEET;

THENCE SOUTHERLY AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 27°30'08", AN ARC DISTANCE OF 76.64 FEET AND HAVING A CHORD THAT BEARS SOUTH 03°58'42" WEST, A DISTANCE OF 75.90 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET;

THENCE SOUTHWESTERLY AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 28°55'48", AN ARC DISTANCE OF 35.34 FEET AND HAVING A CHORD THAT BEARS SOUTH 32°11'41" WEST, A DISTANCE OF 34.97 FEET;

THENCE SOUTH 46°39'35" WEST, A DISTANCE OF 2.35 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 16,867 SQUARE FEET OR 0.3872 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM

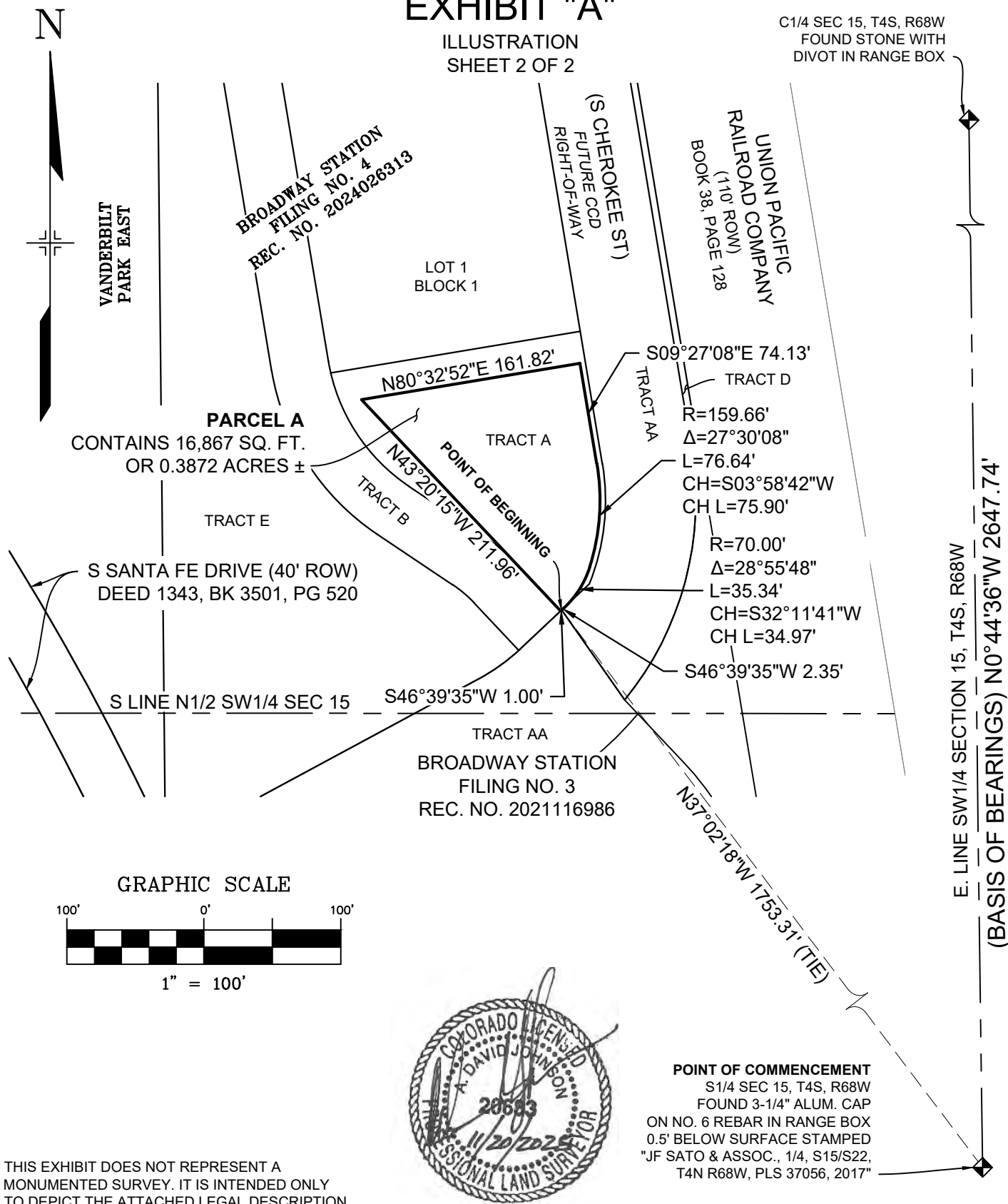


FILE LOCATION: R:\19.817.004 (Broadway Station)\Survey\Dwg\Exhibits\District Parcels\BWS F5-TRACT A.dwg

# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX



THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PREPARED BY:



SCALE: 1" = 100'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/19/2025

SHEET 2 OF 2



**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL B**  
**SHEET 1 OF 3**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, AND A PART OF S CHEROKEE ST (RENAMED S DELAWARE ST) AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWESTERLY CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 46°39'35" WEST, ALONG THE SOUTHERLY LINE OF SAID BROADWAY STATION FILING NO. 4, A DISTANCE OF 1.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 46°39'35" WEST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 41.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 148.00 FEET;

THENCE SOUTHWESTERLY, COINCIDENT WITH SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 06°35'59", AN ARC DISTANCE OF 17.05 FEET AND HAVING A CHORD THAT BEARS SOUTH 50°31'09" WEST, A DISTANCE OF 17.04 FEET;

THENCE NORTH 43°20'15" WEST, A DISTANCE OF 363.64 FEET, TO THE WESTERLY LINE OF TRACT E OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 00°34'07" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 286.05 FEET TO A CORNER IN SAID WESTERLY LINE;

THENCE NORTH 09°27'08" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 1.24 FEET TO THE NORTHWEST CORNER OF SAID TRACT E;

THENCE NORTH 80°32'52" EAST, ALONG THE NORTH LINE OF SAID TRACT E, A DISTANCE OF 7.19 FEET;

THENCE NORTH 05°14'29" WEST, A DISTANCE OF 29.70 FEET;

THENCE NORTH 80°32'52" EAST, A DISTANCE OF 241.63 FEET TO A POINT 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 60.00 FEET;

THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 185.22 FEET;

THENCE SOUTH 07°09'02" WEST, A DISTANCE OF 86.13 FEET;

THENCE SOUTH 00°37'46" EAST, A DISTANCE OF 159.45 FEET;

THENCE SOUTH 43°20'15" EAST, A DISTANCE OF 341.94 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 50,334 SQUARE FEET OR 1.1555 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

EXHIBIT "A"  
PROPERTY DESCRIPTION  
SHEET 2 OF 3

"LESS AND EXCEPT S. CHEROKEE ST., PER ENGINEERING BOOK 19, PAGE 36, RENAMED S. DELAWARE ST. AT RECEPTION NUMBER 2023061493, IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER."



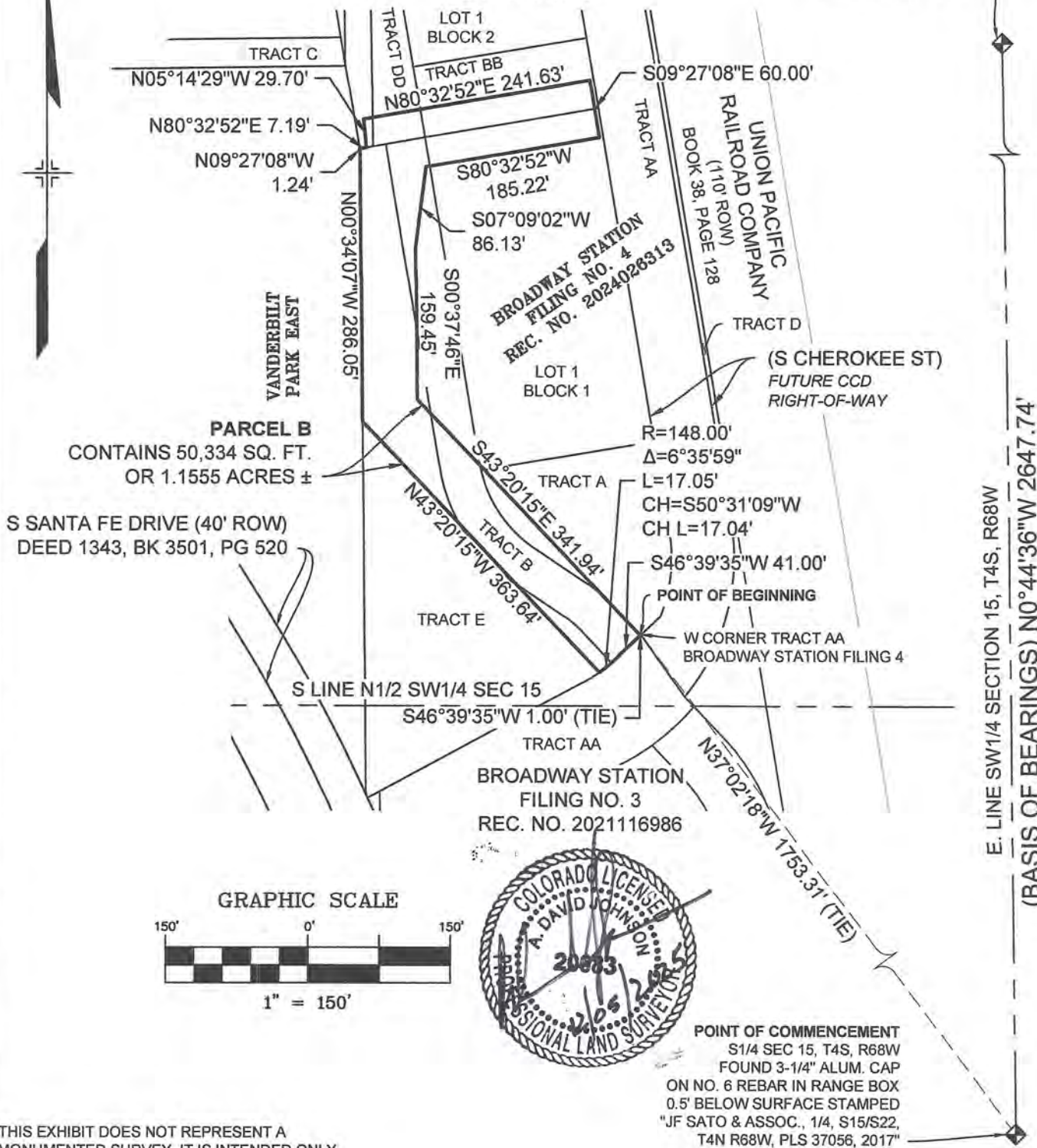
PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



EXHIBIT "A"

ILLUSTRATION  
SHEET 3 OF 3

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX



PREPARED BY:



SCALE: 1" = 150'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 12/05/2025 SHEET 3 OF 3

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL C**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, AND A PART OF S CHEROKEE ST (RENAMED S DELAWARE ST) AS SHOWN ON THE PLAT OF VANDERBILT PARK AND SYLVESTER'S ADDITION TO VANDERBILT PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;  
THENCE NORTH 34°23'00" WEST, A DISTANCE OF 2420.00 FEET TO THE SOUTHEAST CORNER OF TRACT C OF SAID BROADWAY STATION FILING NO. 4;  
THENCE NORTH 89°23'58" EAST, ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT C, A DISTANCE OF 13.58 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°23'58" EAST, CONTINUING ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 32.43 FEET;

THENCE NORTH 00°36'02" WEST, A DISTANCE OF 301.07 FEET;

THENCE NORTH 80°32'52" EAST, A DISTANCE OF 30.36 FEET;

THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 351.69 FEET;

THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 58.67 FEET;

THENCE NORTH 05°14'29" WEST, A DISTANCE OF 55.16 FEET TO THE **POINT OF BEGINNING**,

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 12,150 SQUARE FEET OR 0.2789 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

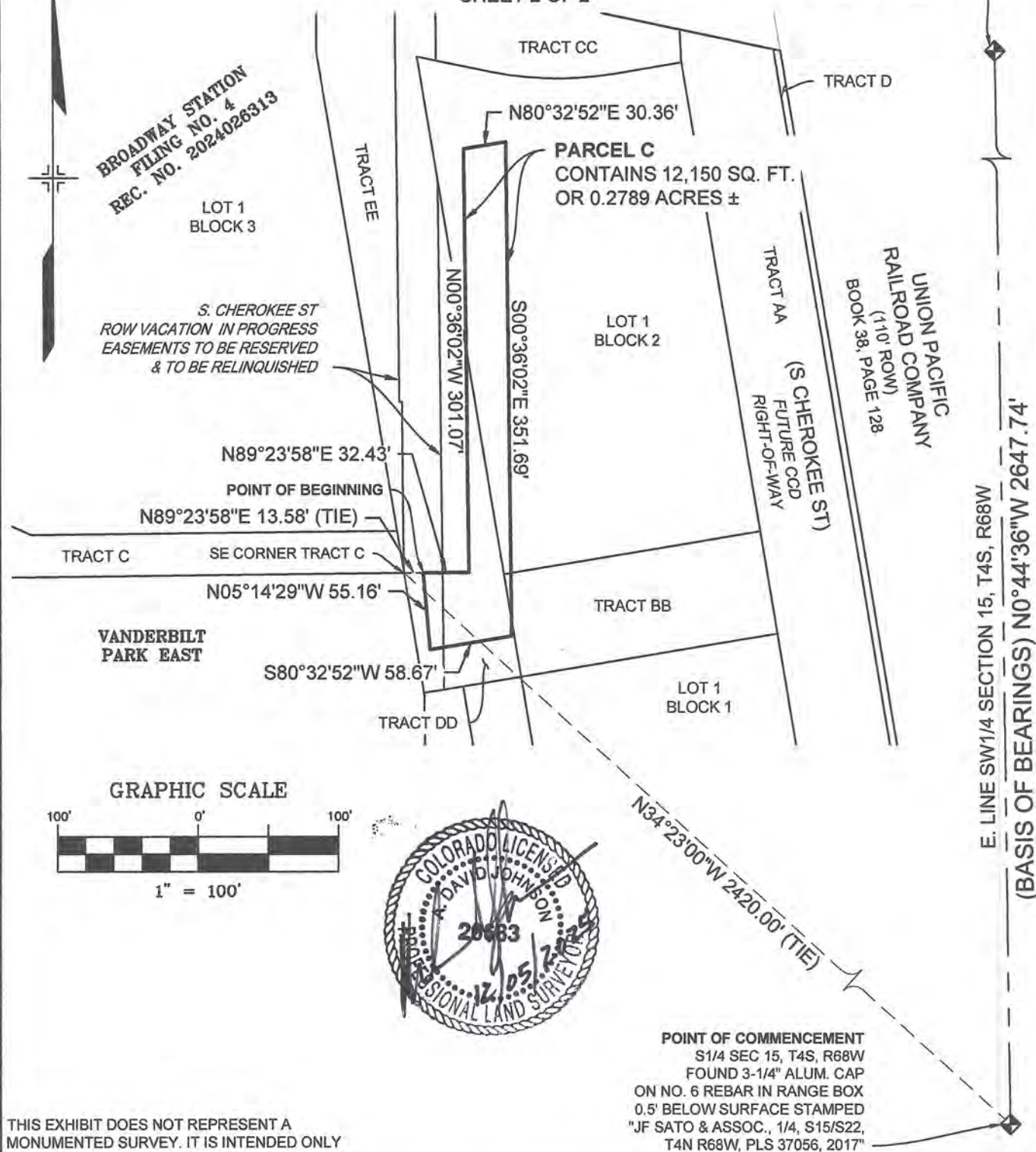
"**LESS AND EXCEPT** S. CHEROKEE ST., PER ENGINEERING BOOK 19, PAGE 36, RENAMED S. DELAWARE ST. AT RECEPTION NUMBER 2023061493, IN THE OFFICE OF THE CLERK AND RECORDER FOR THE CITY AND COUNTY OF DENVER."



PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



## EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



Matrix

SCALE: 1" = 100'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025 SHEET 2 OF 2



**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL D**  
**SHEET 1 OF 2**

ALL OF TRACT D OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 32°12'08" WEST, A DISTANCE OF 1,794.89 FEET TO THE SOUTHEAST CORNER OF SAID TRACT D AND THE **POINT OF BEGINNING**;

THENCE COINCIDENT WITH THE BOUNDARY OF SAID TRACT D, THE FOLLOWING FOUR (4) COURSES:

1. THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 5.00 FEET;
2. THENCE NORTH 09°27'08" WEST, A DISTANCE OF 863.18 FEET;
3. THENCE SOUTH 78°08'57" EAST, A DISTANCE OF 5.37 FEET;
4. THENCE SOUTH 09°27'08" EAST, A DISTANCE OF 861.23 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 4,311 SQUARE FEET 0.0990 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM

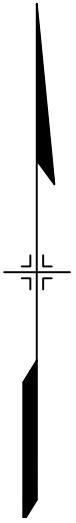


# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

N



INTERSTATE 25  
UNIT 5 ORD. 3,  
SERIES 1962

LOT 1B  
LOT 1  
BLOCK 3

BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

LOT 1  
BLOCK 2

S78°08'57"E 5.37'

UNION PACIFIC  
RAILROAD COMPANY  
(110' ROW)  
BOOK 38, PAGE 128

TRACT D

**PARCEL D**  
CONTAINS 4,311 SQ. FT.  
OR 0.0990 ACRES ±

TRACT C

TRACT DD

TRACT BB

S09°27'08"E 861.23'  
N09°27'08"W 863.18'

(S CHEROKEE ST)  
FUTURE CCD  
RIGHT-OF-WAY

LOT 1  
BLOCK 1

TRACT AA

POINT OF BEGINNING

TRACT E

S80°32'52"W 5.00'

TRACT A

N32°12'08"W 1794.89' (TIE)

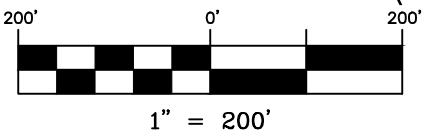
E. LINE SW1/4 SECTION 15, T4S, R68W  
(BASIS OF BEARINGS) N0°44'36"W 2647.74'



S SANTA FE DRIVE (40' ROW)  
DEED 1343, BK 3501, PG 520

S LINE N1/2 SW1/4 SEC 15

GRAPHIC SCALE



BROADWAY STATION  
FILING NO. 3  
REC. NO. 2021116986

**POINT OF COMMENCEMENT**  
S1/4 SEC 15, T4S, R68W  
FOUND 3-1/4" ALUM. CAP  
ON NO. 6 REBAR IN RANGE BOX  
0.5' BELOW SURFACE STAMPED  
"JF SATO & ASSOC., 1/4, S15/S22,  
T4N R68W, PLS 37056, 2017"

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



SCALE: 1" = 200'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/19/2025 SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL E**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWESTERLY CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 46°39'35" WEST, ALONG THE SOUTHERLY LINE OF SAID BROADWAY STATION FILING NO. 4, A DISTANCE OF 42.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 148.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 06°35'59", AN ARC DISTANCE OF 17.05 FEET AND HAVING A CHORD THAT BEARS SOUTH 50°31'09" WEST, A DISTANCE OF 17.04 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE AND COINCIDENT WITH SAID CURVE THROUGH A CENTRAL ANGLE OF 03°55'18", AN ARC DISTANCE OF 10.13 FEET AND HAVING A CHORD THAT BEARS SOUTH 55°46'48" WEST, A DISTANCE OF 10.13 FEET;

THENCE NORTH 43°20'12" WEST, A DISTANCE OF 172.41 FEET;

THENCE SOUTH 46°40'51" WEST, A DISTANCE OF 165.35 FEET TO THE WESTERLY LINE OF TRACT E OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 00°34'07" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 258.23 FEET;

THENCE SOUTH 43°20'15" EAST, A DISTANCE OF 363.64 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 18,357 SQUARE FEET (0.4214 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

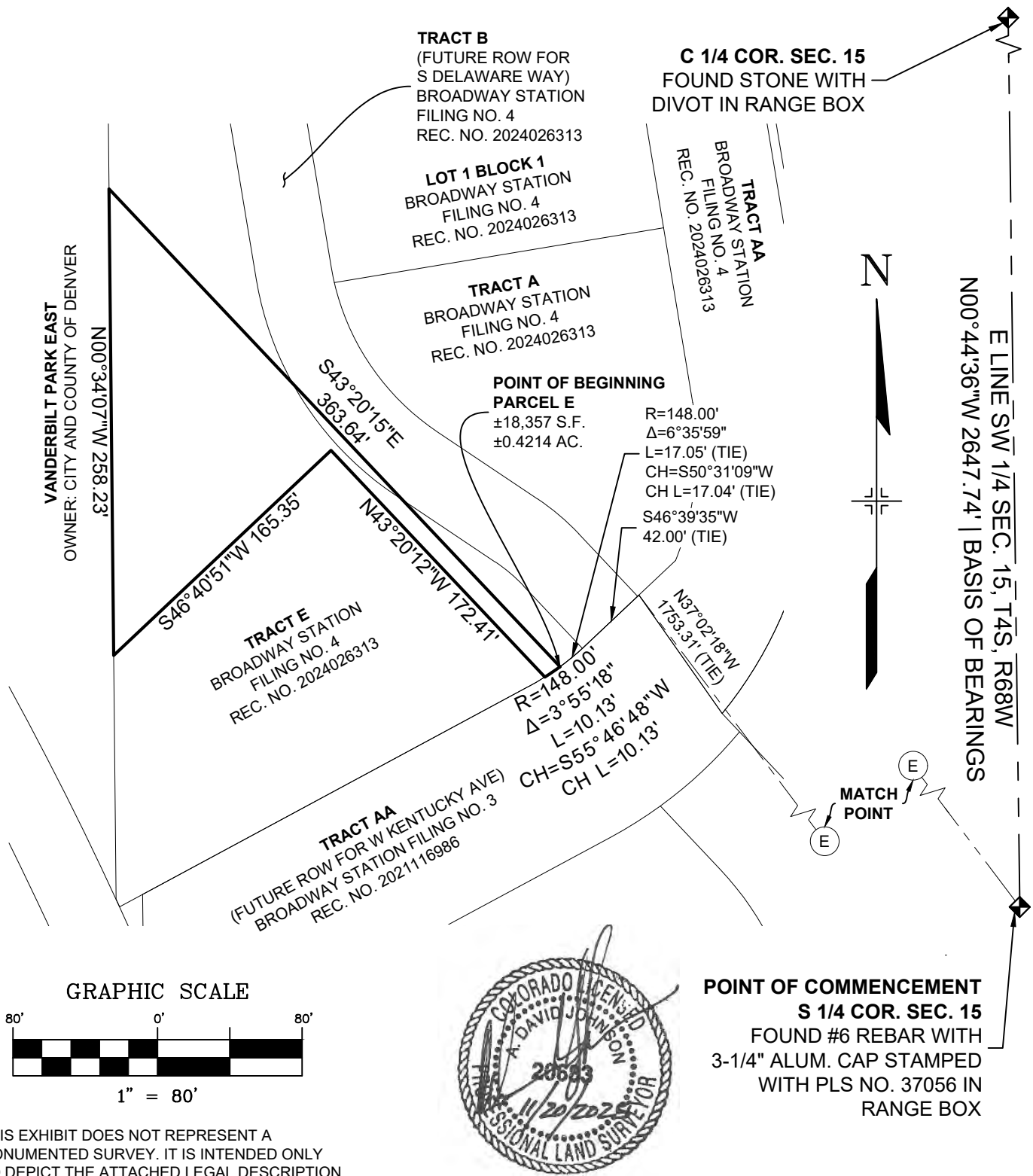
PREPARED BY:  
 A DAVID JOHNSON, PLS 20683  
 FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
 707 17<sup>TH</sup> STREET, SUITE 3150  
 DENVER, CO 80202  
 PHONE NO.: 303.572.0200  
 EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



FILE LOCATION: R:\19.817.004 (Broadway Station)\Survey\Dwg\Exhibits\District Parcels\BWS F5-TRACT F.dwg

# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2



THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



# Matrix

SCALE: 1" = 200'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025

SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL F**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 26°08'33" WEST, A DISTANCE OF 2,655.02 FEET TO THE NORTHEAST CORNER OF SAID TRACT CC;

THENCE NORTH 78°08'57" WEST, COINCIDENT WITH THE NORTHERLY LINE OF SAID TRACT CC A DISTANCE OF 7.07 FEET TO A POINT THAT IS 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 60.84 FEET;

THENCE SOUTH 80°32'52" WEST, A DISTANCE OF 159.20 FEET;

THENCE NORTH 00°36'02" WEST, A DISTANCE OF 117.28 FEET TO SAID NORTHERLY LINE;

THENCE SOUTH 78°08'57" EAST, COINCIDENT WITH SAID NORTHERLY LINE, A DISTANCE OF 151.51 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 13,519 SQUARE FEET (0.3103 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

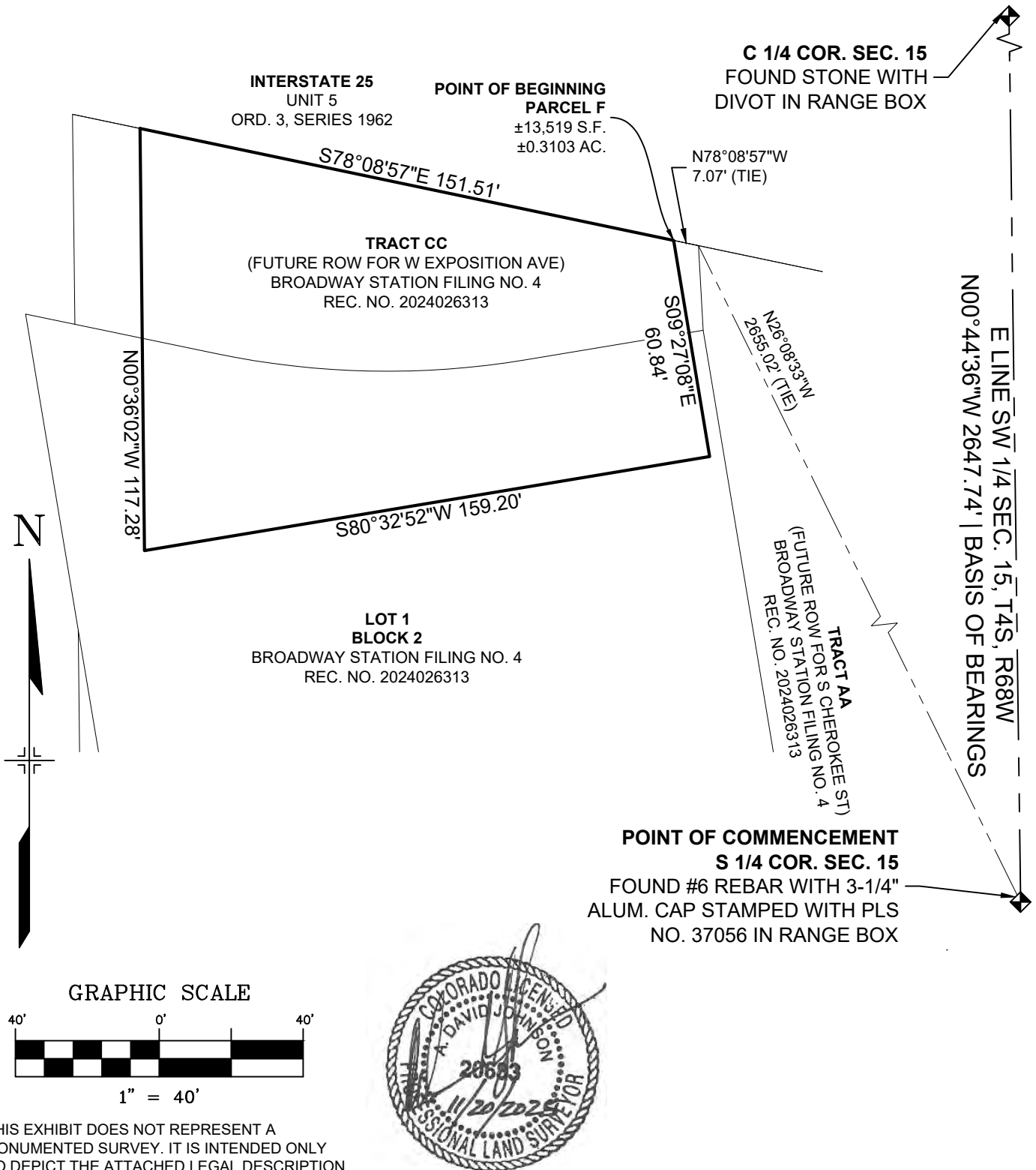
PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
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707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM





# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2



PREPARED BY:



## Matrix

SCALE: 1" = 40'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025 SHEET 2 OF 2

**EXHIBIT "A"**  
**LAND DESCRIPTION - PARCEL AA**  
**SHEET 1 OF 2**

A PART OF BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024 IN THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;  
THENCE NORTH 37°02'18" WEST, A DISTANCE OF 1753.31 FEET TO THE SOUTHWEST CORNER OF TRACT AA OF SAID BROADWAY STATION FILING NO. 4 AND THE **POINT OF BEGINNING**;

THENCE NORTH 46°39'35" EAST, A DISTANCE OF 2.35 FEET TO A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET;

THENCE NORTHEASTERLY AND COINCIDENT WITH SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 28°55'48", AN ARC DISTANCE OF 35.34 FEET AND HAVING A CHORD THAT BEARS NORTH 32°11'41" EAST, A DISTANCE OF 34.97 FEET TO A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 159.66 FEET;

THENCE NORTHERLY AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 27°30'08", AN ARC DISTANCE OF 76.64 FEET AND HAVING A CHORD THAT BEARS NORTH 03°58'42" EAST, A DISTANCE OF 75.90 FEET TO A POINT 75.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 09°27'08" WEST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 890.48 FEET TO THE NORTHERLY LINE OF SAID BROADWAY STATION FILING NO. 4;

THENCE SOUTH 78°08'57" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 75.13 FEET TO A POINT 5.00 FEET WESTERLY OF SAID EASTERLY LINE OF BROADWAY STATION FILING NO. 4;

THENCE SOUTH 09°27'08" EAST, PARALLEL WITH SAID EASTERLY LINE, A DISTANCE OF 863.18 FEET TO A POINT ON THE EASTERLY LINE OF SAID BROADWAY STATION FILING NO. 4 AND A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 229.65 FEET;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND COINCIDENT WITH SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 48°57'03", AN ARC DISTANCE OF 196.20 FEET AND HAVING A CHORD THAT BEARS SOUTH 14°47'58" WEST, A DISTANCE OF 190.29 FEET TO THE SOUTHEAST CORNER OF SAID TRACT AA;

THENCE NORTH 35°05'03" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT AA, A DISTANCE OF 80.11 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 72,412 SQUARE FEET OR 1.6624 ACRES, MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



# EXHIBIT "A"

ILLUSTRATION  
SHEET 2 OF 2

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX

N

INTERSTATE 25  
UNIT 5 ORD. 3,  
SERIES 1962

LOT 1  
BLOCK 3

BROADWAY STATION  
FILING NO. 4  
REC. NO. 2024026313

LOT 1  
BLOCK 2

S78°08'57"E 75.13'

UNION PACIFIC  
RAILROAD COMPANY  
(110' ROW)  
BOOK 38, PAGE 128

TRACT D

TRACT C

TRACT CC

TRACT DD

TRACT BB

N09°27'08"W 890.48'

S09°27'08"E 863.18'

VANDERBILT  
PARK EAST

LOT 1  
BLOCK 1

(S CHEROKEE ST)  
FUTURE CCD  
RIGHT-OF-WAY



S SANTA FE DRIVE (40' ROW)  
DEED 1343, BK 3501, PG 520

R=70.00'

$\Delta=28^{\circ}55'48''$

L=35.34'

CH=N32°11'41"E

CH L=34.97'

TRACT E

N46°39'35"E 2.35'

POINT OF BEGINNING

S LINE N1/2 SW1/4 SEC 15

N35°05'03"W 80.11'

BROADWAY STATION

FILING NO. 3

REC. NO. 2021116986

R=159.66'

$\Delta=27^{\circ}30'08''$

L=76.64'

CH=N03°58'42"E

CH L=75.90'

TRACT A

TRACT B

TRACT C

TRACT D

TRACT E

TRACT F

TRACT G

TRACT H

TRACT I

TRACT J

TRACT K

TRACT L

TRACT M

TRACT N

TRACT O

TRACT P

TRACT Q

TRACT R

TRACT S

TRACT T

TRACT U

TRACT V

TRACT W

TRACT X

TRACT Y

TRACT Z

POINT OF COMMENCEMENT

S1/4 SEC 15, T4S, R68W

FOUND 3-1/4" ALUM. CAP

ON NO. 6 REBAR IN RANGE BOX

0.5' BELOW SURFACE STAMPED

"JF SATO & ASSOC., 1/4, S15/S22,

T4N R68W, PLS 37056, 2017"

N37°02'18"W 1753.31' (TIE)

E. LINE SW1/4 SECTION 15, T4S, R68W

(BASIS OF BEARINGS) N0°44'36"W 2647.74'

GRAPHIC SCALE



1" = 200'

THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



**Matrix**

SCALE: 1" = 200'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

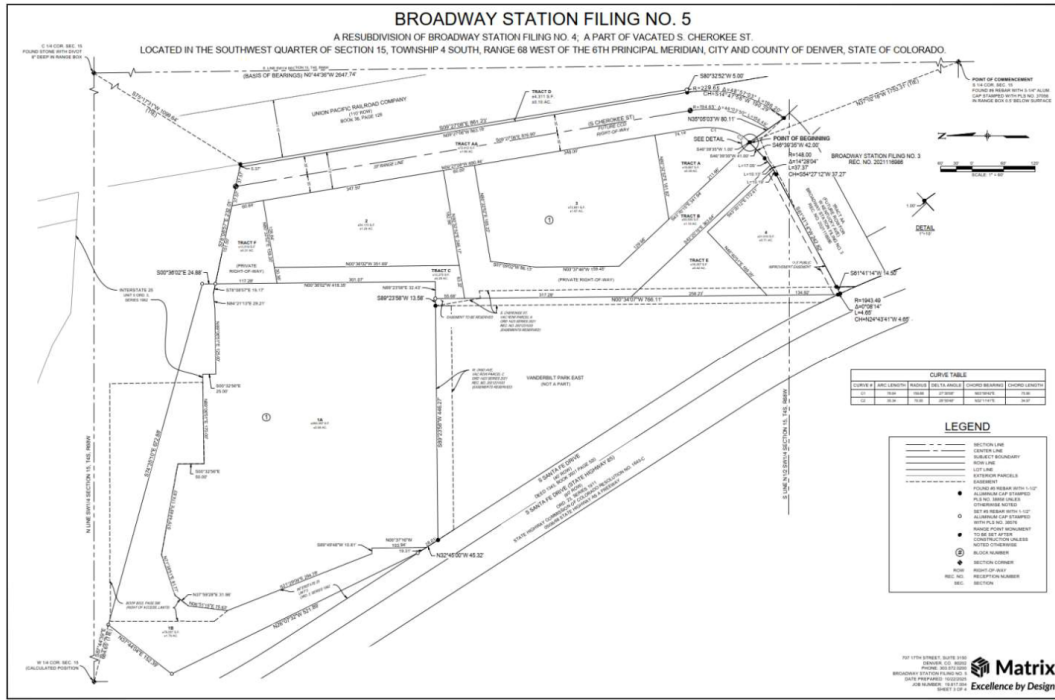
ILLUSTRATION

DATE: 11/20/2025

SHEET 2 OF 2

**EXHIBIT B**  
**TO**  
**OPTION AGREEMENT**

**Depiction of Lots and Tracts in Proposed Filing 5 Plat**



**EXHIBIT C**  
**TO**  
**OPTION AGREEMENT**

Legal Description and Depiction of Lot 1B Land



**EXHIBIT "A"**  
**LAND DESCRIPTION – PARCEL 1B**  
**SHEET 1 OF 3**

A PART OF INTERSTATE 25, UNIT 5 DESCRIBED IN ORDANCE 3 OF SERIES 1962 IN THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, MARKED BY A 3-1/4" ALUMINUM CAP ON A 3/4" REBAR IN A RANGE BOX, STAMPED "JF SATO & ASSOC., 1/4. S15/S22, T4N R68W, PLS 37056, 2017", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 15, MARKED BY A FOUND STONE WITH DIVOT IN A MONUMENT BOX, IS ASSUMED TO BEAR NORTH 00°44'36" WEST, A DISTANCE OF 2647.74 FEET;

THENCE NORTH 42°17'52" WEST, A DISTANCE OF 2,693.81 FEET TO THE SOUTHWEST CORNER OF TRACT C, BROADWAY STATION FILING NO. 4, RECORDED AT RECEPTION NUMBER 2024026313 ON APRIL 01, 2024 OF SAID RECORDS AND ALSO BEING A POINT ON THE EASTERLY LINE OF S. SANTA FE DR. RECORDED IN BOOK 3501 AT PAGE 520 ON OCTOBER 12, 1922 OF SAID RECORDS;  
THENCE NORTH 32°45'00" WEST, COINCIDENT WITH SAID WESTERLY LINE OF TRACT C AND SAID EASTERLY LINE OF S. SANTA FE DR., A DISTANCE OF 26.01 FEET TO A WESTERLY CORNER OF SAID TRACT C AND THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 32°45'00" WEST, ALONG SAID EASTERLY LINE OF S. SANTA FE DR., A DISTANCE OF 19.31 FEET;

THENCE NORTH 26°07'32" WEST, A DISTANCE OF 521.89 FEET;

THENCE NORTH 37°44'04" EAST, A DISTANCE OF 152.39 FEET;

THENCE SOUTH 74°35'10" EAST, A DISTANCE OF 672.88 FEET;

THENCE SOUTH 00°36'02" EAST, A DISTANCE OF 24.88 FEET TO THE NORTHERLY LINE OF TRACT CC OF SAID BROADWAY STATION FILING NO. 4;

THENCE NORTH 78°08'57" WEST, COINCIDENT WITH SAID NORTHERLY LINE OF TRACT CC, A DISTANCE OF 19.17 FEET TO THE NORTHWEST CORNER OF SAID TRACT CC;

THENCE SOUTH 84°21'13" WEST, A DISTANCE OF 29.21 FEET TO THE NORTHEAST CORNER OF TRACT EE OF SAID BROADWAY STATION FILING NO. 4;

THENCE, COINCIDENT WITH THE NORTHERLY AND WESTERLY LINES OF SAID BROADWAY STATION FILING NO. 4, THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 89°06'51" WEST, A DISTANCE OF 125.00 FEET;
2. NORTH 00°32'56" WEST, A DISTANCE OF 25.00 FEET;
3. SOUTH 89°06'51" WEST, A DISTANCE OF 170.00 FEET;
4. NORTH 00°32'56" WEST, A DISTANCE OF 50.00 FEET;
5. NORTH 79°44'49" WEST, A DISTANCE OF 174.83 FEET;
6. SOUTH 71°38'51" WEST, A DISTANCE OF 81.77 FEET;
7. SOUTH 37°59'28" WEST, A DISTANCE OF 31.96 FEET;
8. SOUTH 06°51'15" WEST, A DISTANCE OF 75.63 FEET;

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**  
**SHEET 2 OF 3**

9. SOUTH 21°29'09" EAST, A DISTANCE OF 294.78 FEET;
10. NORTH 89°49'48" EAST, A DISTANCE OF 10.81 FEET;
11. SOUTH 00°37'16" EAST, A DISTANCE OF 103.94 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 78,057 SQUARE FEET OR 1.791 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

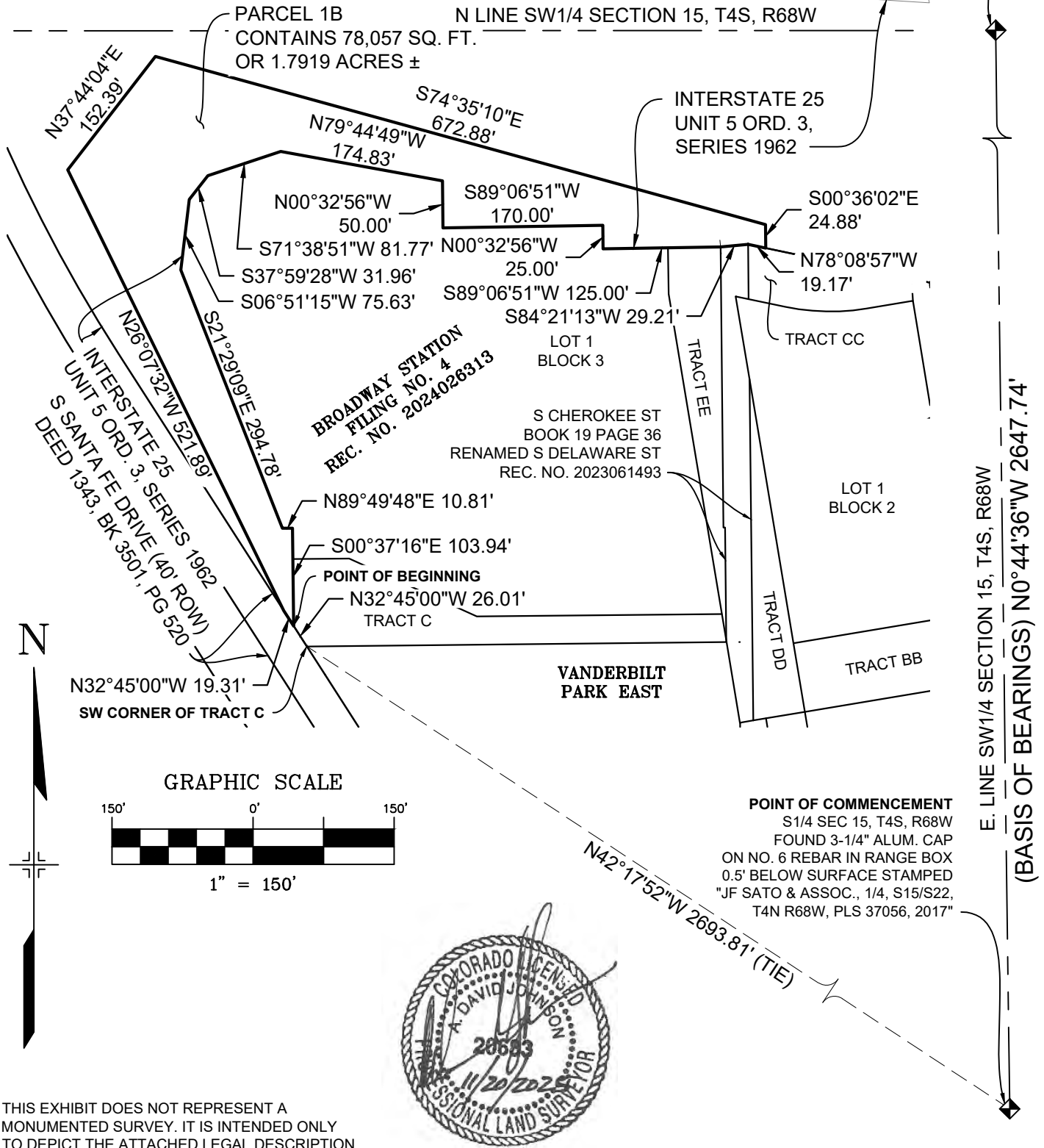
PREPARED BY:  
A DAVID JOHNSON, PLS 20683  
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC.  
707 17<sup>TH</sup> STREET, SUITE 3150  
DENVER, CO 80202  
PHONE NO.: 303.572.0200  
EMAIL: DAVID.JOHNSON@MATRIXDESIGNGROUP.COM



# EXHIBIT "A"

ILLUSTRATION  
SHEET 3 OF 3

C1/4 SEC 15, T4S, R68W  
FOUND STONE WITH  
DIVOT IN RANGE BOX



THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PREPARED BY:



SCALE: 1" = 150'

DRAWN BY: JHS

CHECKED BY: ADJ

EXHIBIT A

ILLUSTRATION

DATE: 11/20/2025 SHEET 3 OF 3



**EXHIBIT D**  
**TO**  
**OPTION AGREEMENT**  
Permitted Encumbrances

## THE PROPERTY – PERMITTED EXCEPTIONS<sup>1</sup>

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.

NOTE: THIS EXCEPTION WILL BE DELETED UPON RECEIPT OF AN AFFIDAVIT FROM THE OWNER STATING THERE ARE NO LEASES OR TENANTS ON SUBJECT PROPERTY.

9. ANY RIGHT, TITLE OR INTEREST WHICH MAY BE CLAIMED BY THE UNION PACIFIC RAILROAD CO. DUE TO THE EXISTENCE OF ITS RIGHT-OF-WAY ADJOINING THE LAND ON THE EAST AS DISCLOSED ON THE PLAT OF BROADWAY STATION FILING NO. 4 RECORDED APRIL 01, 2024 UNDER RECEPTION NO. [2024026313](#).
10. RIGHTS OF THE PUBLIC IN AND TO THOSE PORTIONS OF THE SUBJECT PROPERTY DEDICATED TO PUBLIC USE ON THE PLAT OF VANDERBILT PARK RECORDED FEBRUARY 14, 1890 IN PLAT BOOK 9 AT PAGE [24](#), W. OHIO AVENUE, S. ELATI STREET AND S. CHEROKEE STREET.
11. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO I-25 AS CONVEYED BY INSTRUMENT RECORDED MAY 6, 1957 IN BOOK 8033 AT PAGE [586](#).
12. (THIS ITEM WAS INTENTIONALLY DELETED)
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS TO EASEMENTS RESERVED IN ORDINANCE #522, SERIES OF 1982, RECORDED SEPTEMBER 27, 1982 IN BOOK 2661 AT PAGE [377](#).
14. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 14, 2001, UNDER RECEPTION NO. [2001213022](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GENERAL DEVELOPMENT PLAN FOR CHEROKEE REDEVELOPMENT OF THE FORMER GATES RUBBER FACTORY RECORDED MARCH 22, 2005 UNDER RECEPTION NO. [2005048794](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE STATEMENT FOR CHEROKEE GENERAL DEVELOPMENT PLAN RECORDED APRIL 01, 2005 UNDER RECEPTION NO. [2005054046](#).
17. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BROADWAY STATION METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED MAY 22, 2006, UNDER RECEPTION NO. [2006080510](#).

NOTICE OF PROPERTY TAX LIES RECORDED JULY 5, 2007 UNDER RECEPTION NO. [2007104503](#), MAY 6, 2008 UNDER RECEPTION NO. [2008061756](#), JANUARY 16, 2009 UNDER RECEPTION NO. [2009005368](#), FEBRUARY 16, 2010 UNDER RECEPTION NO. [2010017533](#), FEBRUARY 14, 2011 UNDER RECEPTION NO. [2011016652](#), JANUARY 26, 2012 UNDER RECEPTION NO. [2012009565](#), FEBRUARY 5, 2013 UNDER RECEPTION NO. [201316623](#), APRIL 29, 2014, UNDER RECEPTION NO. [2014047981](#), MARCH 3, 2015 UNDER RECEPTION NO. [2015026394](#), FEBRUARY 22, 2016 UNDER RECEPTION NO. [2016022854](#), JANUARY 4, 2017 UNDER RECEPTION NO. [2017000922](#), JANUARY 3, 2018 UNDER RECEPTION NO. [2018000734](#), MARCH 20, 2019 UNDER RECEPTION NO. [2019032079](#), DECEMBER 17, 2019 UNDER RECEPTION NO. [2019176432](#), JANUARY 15, 2021 UNDER RECEPTION NO. [2021008201](#), JANUARY 11, 2022 UNDER RECEPTION NO. [2022004829](#) AND MARCH 8, 2023 UNDER RECEPTION NO. [2023019327](#) AND JUNE 27, 2024 UNDER RECEPTION NO. [2024059067](#) AND MARCH 3, 2025 UNDER RECEPTION NO. [2025017667](#).

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<sup>1</sup> Standard exceptions 1-7 will be deleted at Closing; other exceptions may also be deleted prior to Closing.



18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AFFORDABLE HOUSING PLAN RECORDED NOVEMBER 15, 2007 UNDER RECEPTION NO. [2007177887](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS TO EASEMENT GRANTED TO LEVEL 3 COMMUNICATIONS, LLC FOR TELECOMMUNICATIONS CABLE SYSTEM AND INCIDENTAL PURPOSES BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED MARCH 19, 2013 UNDER RECEPTION NO. [2013038643](#) AND RE-RECORDED JUNE 6, 2013 UNDER RECEPTION NO. [2013081425](#).
20. TERMS, CONDITIONS AND PROVISIONS OF THE FOLLOWING MATTERS DISCLOSED TO THIS COMPANY:
  - A. TEMPORARY USE AND LICENSE AGREEMENT BETWEEN BROADWAY MISSISSIPPI DEVELOPMENT LLC AND HAMON CONTRACTORS, INC., DATED AUGUST 11, 1911,
  - B. WATERWAY LICENSE BETWEEN DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY AND THE GATES RUBBER COMPANY, DATED SEPTEMBER 15, 1926,
  - C. WATERWAY LICENSE AGREEMENT BETWEEN THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY AND THE GATES RUBBER COMPANY, DATED OCTOBER 7, 1939,
  - D. UNDERGROUND REINFORCED CONCRETE TUNNEL CROSSING AGREEMENT BETWEEN THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY AND THE GATES RUBBER COMPANY, DATED MARCH 12, 1949,
  - E. AGREEMENT BETWEEN THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, THE COLORADO AND SOUTHERN RAILWAY COMPANY AND THE GATES RUBBER COMPANY, DATED MARCH 15, 1949,
  - F. PIPE LINE CROSSING LICENSE BETWEEN THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY AND THE GATES RUBBER COMPANY, DATED MARCH 1, 1956,
  - G. PIPE LINE LICENSE INCLUDING MAP BETWEEN THE DENVER RIO GRANDE WESTERN RAILROAD COMPANY AND THE GATES RUBBER COMPANY, DATED MARCH 10, 1969.
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 15, 2014 UNDER RECEPTION NO. [2014111794](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT AS TO BROADWAY STATION METROPOLITAN DISTRICT NO. 3 RECORDED DECEMBER 19, 2014 UNDER RECEPTION NO. [2014155031](#), MAY 1, 2018 UNDER RECEPTION NO. [2018051077](#), JULY 16, 2018 UNDER RECEPTION NO. [2018086666](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT CONCERNING ENVIRONMENTAL STANDARDS, OPEN SPACE, VESTED RIGHTS, AND HORIZONTAL INFRASTRUCTURE DESIGN AND CONSTRUCTION RECORDED JULY 05, 2016 UNDER RECEPTION NO. [2016086857](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION AMENDING A REVOCABLE PERMIT RECORDED JULY 15, 2015 UNDER RECEPTION NO. [2015097441](#).
25. ORDINANCE NO. 20160314, AN ORDINANCE CHANGING ZONING CLASSIFICATION RECORDED JUNE 22, 2016 UNDER RECEPTION NO. [2016081433](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT TO RESTRICT RENTALS AND ELIGIBILITY RECORDED MARCH 07, 2017 UNDER RECEPTION NO. [2017031398](#).  
FIRST AMENDMENT THERETO RECORDED MAY 13, 2024 UNDER RECEPTION NO. [2024043179](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PARTIAL RELEASE OF AFFORDABLE HOUSING PLAN RECORDED MARCH 07, 2017 UNDER RECEPTION NO. [2017031419](#).
28. NOTICE OF TERMINATION OF CHEROKEE REDEVELOPMENT OF THE FORMER GATES RUBBER FACTORY GENERAL DEVELOPMENT PLAN RECORDED MAY 4, 2017 UNDER RECEPTION NO. [2017059502](#).
29. COVENANTS, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 08, 2017 UNDER RECEPTION NO. [2017119004](#).
30. ORDINANCE 20171006, AN ORDINANCE REGARDING EASEMENT CONVEYANCE AND DRAINAGE EASEMENT, RECORDED OCTOBER 4, 2017, UNDER RECEPTION NO. [2017130951](#).



31. ITEMS SHOWN ON BROADWAY STATION-MARKET PLACE MIXED-USE DISTRICT: STREETS, NORTH MARKET PLAZA AND POND C SITE DEVELOPMENT PLAN, RECORDED OCTOBER 26, 2017 UNDER RECEPTION NO. [2017141017](#).
32. COVENANTS, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN USE COVENANTS RECORDED DECEMBER 20, 2017 UNDER RECEPTION NO. [2017165298](#).
33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DESIGN DECLARATION FOR BROADWAY STATION RECORDED FEBRUARY 25, 2019 UNDER RECEPTION NO. [2019021751](#).
34. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROADWAY STATION, PLANNED COMMUNITY, RECORDED FEBRUARY 25, 2019, UNDER RECEPTION NO. [2019021823](#).
35. ANY RIGHTS, TITLE OR INTEREST OF COLORADO DEPARTMENT OF TRANSPORTATION IN AND TO THAT PORTION OF THE LAND LYING WITHIN INTERSTATE 25 (I-25 AKA VALLEY HIGHWAY).
36. (THIS ITEM WAS INTENTIONALLY DELETED)
37. (THIS ITEM WAS INTENTIONALLY DELETED)
38. (THIS ITEM WAS INTENTIONALLY DELETED)
39. (THIS ITEM WAS INTENTIONALLY DELETED)
40. EASEMENTS RESERVED IN ORDINANCE NO. 20211423, SERIES OF 2021, AN ORDINANCE VACATING RIGHT-OF-WAYS NEAR WEST OHIO AVENUE AND SOUTH CHEROKEE STREET RECORDED DECEMBER 20, 2021 UNDER RECEPTION NO. [2021231033](#) AND FURTHER RESERVED IN QUIT CLAIM DEED RECORDED APRIL 7, 2023 UNDER RECEPTION NO. [2023032293](#).
41. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BROADWAY STATION METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 23, 2022, UNDER RECEPTION NO. [2022024879](#).  
  
NOTICE OF PROPERTY LEVIES RECORDED JUNE 27, 2024 UNDER RECEPTION NO. [2024059066](#) AND MARCH 3, 2025 UNDER RECEPTION NO. [2025017666](#).
42. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BROADWAY STATION METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 23, 2022, UNDER RECEPTION NO. [2022024880](#).  
  
NOTICE OF PROPERTY LEVIES RECORDED JUNE 27, 2024 UNDER RECEPTION NO. [2024059065](#) AND MARCH 3, 2025 UNDER RECEPTION NO. [2025017665](#).
43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICES OF CONTRACT TO PURCHASE PROPERTY RECORDED MARCH 30, 2022 UNDER RECEPTION NO'S. [2022042735](#), [2022042736](#), [2022042737](#), [2022042738](#) AND [2022042739](#).
44. (THIS ITEM WAS INTENTIONALLY DELETED)
45. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BROADWAY STATION FILING NO. 4 RECORDED APRIL 01, 2024 UNDER RECEPTION NO. [2024026313](#).  
  
RESOLUTION NO. CR24-0301, SERIES OF 2024 APPROVING SAID PLAT WAS RECORDED MARCH 28, 2024 UNDER RECEPTION NO. [2024025661](#).
46. (THIS ITEM WAS INTENTIONALLY DELETED)
47. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BROADWAY STATION - OFFICE & PARKLAND DISTRICT STREETS, OPEN SPACE & POND A SITE DEVELOPMENT PLAN RECORDED JANUARY 29, 2025 UNDER RECEPTION NO. [2025006832](#).



## LOT 1B – PERMITTED EXCEPTIONS<sup>1</sup>

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

8. EXISTING LEASES AND TENANCIES, IF ANY.
9. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO I-25 AS CONVEYED BY INSTRUMENT RECORDED MAY 6, 1957 IN BOOK 8033 AT PAGE [586](#).
10. ANY RIGHTS, TITLE OR INTEREST OF COLORADO DEPARTMENT OF TRANSPORTATION IN AND TO THAT PORTION OF THE LAND LYING WITHIN INTERSTATE 25 (I-25 AKA VALLEY HIGHWAY).
11. RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE LAND LYING WITHIN THE "VALLEY HIGHWAY" ALSO KNOWN AS INTERSTATE 25 ESTABLISHED AS A PUBLIC STREET BY ORDINANCE NO. 3, SERIES OF 1962, OF THE CITY AND COUNTY OF DENVER AND RECORDED FEBRUARY 1, 1962 IN BOOK 8797 AT PAGE [32](#), AND THAT PORTION OF THE LAND LYING WITHIN S. SANTA FE DRIVE.
12. EASEMENT GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR UNDERGROUND TELEPHONE CONDUIT, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 24, 1970, IN BOOK 203 AT PAGE [168](#).
13. ORDINANCE NO. 20160314, AN ORDINANCE CHANGING ZONING CLASSIFICATION RECORDED JUNE 22, 2016 UNDER RECEPTION NO. [2016081433](#).

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<sup>1</sup> Standard exceptions 1-7 will be deleted at Closing; other exceptions may also be deleted prior to Closing.

**EXHIBIT E**  
**TO**  
**OPTION AGREEMENT**

Form of Special Warranty Deed

[Attached]

**After recording, return to:**

Division of Real Estate  
City and County of Denver  
201 West Colfax Avenue, Dept. 1010  
Denver, Colorado 80202

**Asset Control No.:** \_\_\_\_\_

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by BROADWAY STATION METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Grantor**”), whose address is c/o CliftonLarsonAllen LLP, 8390 E. Crescent Pkwy, Suite 300, Greenwood Village, Colorado 80111, to the CITY AND COUNTY OF DENVER, a Colorado municipal corporation of the State of Colorado and home rule city (“**Grantee**”), whose address is 1437 Bannock Street, Denver, Colorado 80202.

**WITNESSETH**, that for and in consideration of the sum of **Ten Dollars (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby grant, bargain, sell, convey and confirm, unto Grantee and its successors and assigns forever, the real property legally described and depicted on **Exhibit A** attached hereto and incorporated herein by reference (“**Property**”), together with all improvements located thereon, lying and being in the City and County of Denver, State of Colorado;

**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 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 Grantee, and its successors and assigns forever. Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained Property in the quiet and peaceable possession of Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor, except against claims arising out of those matters set forth on **Exhibit B** attached hereto and made a part hereof (“**Permitted Exceptions**”).

**[Signature page follows]**



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

BROADWAY STATION METROPOLITAN DISTRICT  
NO. 1, a quasi-municipal corporation and political  
subdivision of the State of Colorado

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of BROADWAY STATION METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

Notary Public  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**To Special Warranty Deed**  
(Legal Description of Property)

[TO BE ADDED AT TIME OF EXECUTION]

**EXHIBIT B**  
**To Special Warranty Deed**  
(Permitted Exceptions)

[TO BE ADDED AT TIME OF EXECUTION]

EXHIBIT H

STADIUM SITE PROJECT FUNDING BUDGET\*

<b>Site Budget Category</b>	<b>Estimated Cost</b>
Land Acquired from BSP and CDOT	\$ 35,623,629.50
General Conditions/Site Logistics	\$ 1,062,500
Earthwork & Excavation	\$ 7,125,000
Erosion Control	\$ 1,000,000
Survey & Layout	\$ 650,000
Utilities	\$ 3,750,000
Site Work/ADA	\$ 3,750,000
Site Improvements and Safety Controls	\$ 3,000,000
<b>TOTAL</b>	<b>\$ 55,961,129.50</b>

\*The costs for each of the line items in this budget are estimates only and may be more or less than the actual costs for each of the respective items. Notwithstanding the foregoing, and as further provided in the Agreement to which this exhibit is attached, the maximum sum the City shall be required to deliver to the District to fund all or a portion of the actual costs of all the items in this budget, which collectively comprise the costs for the acquisition, design, and construction of the Stadium Site Property and the Stadium Site Property Public Improvements, shall not exceed \$50,000,000.