

LEGACY BUILDING AGREEMENT

THIS LEGACY BUILDING AGREEMENT (this “**Agreement**”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **THE WESTERN STOCK SHOW ASSOCIATION**, a Colorado nonprofit corporation, with its principal place of business located at 4655 Humboldt Street, Denver, Colorado 80216 (“**WSSA**”), jointly “the **Parties**” and individually a “**Party**.”

A. **WHEREAS**, the City and WSSA are partners in the construction of the National Western Center (the “**NWC**”);

B. **WHEREAS**, the City and WSSA, along with Colorado State University, are parties to that certain National Western Center Framework Agreement dated as of September 28, 2017 (the “**Framework Agreement**”) which, among other things, memorialized the Parties respective and ongoing responsibilities as to the governance, funding, design, construction, operation and maintenance of the “**Campus**” (as defined in the Framework Agreement) and the joint formation of the National Western Center Authority (the “**Authority**”);

C. **WHEREAS**, WSSA wishes to own and construct, own, and operate a building (the “**Legacy Building**”) at the NWC consistent with the Framework Agreement; and

D. **WHEREAS**, WSSA has requested and the City has agreed to allow the Legacy Building to be constructed adjoining and in conjunction with its Livestock Center building (the “**Livestock Center**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and WSSA agree as follows:

1. **DEFINED TERMS**. Capitalized terms used herein, but not otherwise defined herein, have the meanings ascribed to them in the Framework Agreement.

2. **COORDINATION AND LIAISON.** The Parties acknowledge that substantial and regular coordination among the Parties regarding design and construction of the Livestock Center and the Legacy Building shall be required to successfully execute their shared vision for the buildings. The Executive Director of the Mayor’s Office of the National Western Center (“**Executive Director**”) or, the Executive Director’s designee, shall serve as the City’s Party Representative for all matters delegated to the Party Representatives by this Agreement. The President of the National Western Stock Show (the “**President**”), or the President’s designee, shall serve as WSSA’s Party Representative for all matters delegated to the Party Representatives by this Agreement.

3. **REAL ESTATE RIGHTS.** The City and WSSA have agreed to a variety of transfers of real estate rights between the Parties to facilitate their mutual construction, ownership, and maintenance of the Legacy Building and Livestock Center. The terms of those real estate transfers shall be substantially in the form of the exhibits referenced herein:

(a) **Purchase And Sale Agreement.** The City has agreed to sell and WSSA has agreed to purchase a site for the Legacy Building (“**Legacy Parcel**”) identified by the Parties pursuant to that certain Purchase and Sale Agreement (“**PSA**”) attached hereto as **Exhibit 1.**

(b) **Party Wall Agreement.** The Parties have agreed to enter into a Party Wall Agreement governing operation and maintenance of the shared wall between the Legacy Building and the Livestock Center and establish covenants burdening the Legacy parcel. The Party Wall Agreement is attached hereto as **Exhibit 2.**

(c) **Right of First Refusal and Option Agreement.** The Parties have agreed to enter into a Right of First Refusal and an Option Agreement for the purchase of the Legacy Parcel pursuant to the terms contained in **Exhibits 3 and 4** attached hereto.

(d) **Easements.** The Parties have further agreed to provide various easements to each other to facilitate construction and operation of the Legacy Building and Livestock Center pursuant to the terms contained in the Party Wall Agreement and via additional easements described in **Exhibits 5 through 7** attached hereto.

(e) **Payment.** The Legacy Parcel purchase price shall be determined in accordance with Section 6(g) and Exhibit G of the Framework Agreement as further defined in the PSA and all payments for any real estate rights shall be separate from payments otherwise required or authorized under this Agreement.

4. **TERM.** The obligations described herein shall be performed during the term of this Agreement, which will commence on **October 1, 2023**, and will expire on **December 31, 2027** (the “**Term**”).

5. **BUILDING MAINTENANCE AND OPERATIONS.**

(a) Notwithstanding the adjoining nature of the Legacy Building and the Livestock Center, WSSA shall, consistent with the requirements of the Framework Agreement, including subparagraph 8(m), operate and maintain the Legacy Building, at a minimum, in good order, condition, and repair at WSSA’s own cost. However, WSSA shall have exclusive control over when and how maintenance and any improvements are completed. WSSA shall be responsible for the cost of its own utilities and services including, without limitation, electric, gas, phone, Wi-Fi, internet, and similar utilities, and shall pay its pro rata share of the costs of Campus-Wide Services for the Legacy Building. WSSA may contract with third parties, the City, or the Authority to perform necessary maintenance or provide utilities and services to the Legacy Building.

(b) The Authority shall be responsible for the maintenance and operation of the Livestock Center once completed by the City and conveyed to the Authority, consistent with the Terms of the Framework Agreement and the Master Lease.

(c) Pursuant to of the Framework Agreement, including subparagraph 6(g), WSSA shall, prior to closing on the proposed Legacy Parcel, enter into an agreement with the Authority, and provide a copy thereof to the City, that shall: (i) include provisions to set rental rates for the Legacy Building that are consistent with other Campus Facilities and (ii) require WSSA to reimburse the Authority for its allocated share of the ongoing cost of Campus-Wide Services, of common area operation and maintenance, utilities, event services, and lifecycle maintenance and improvement at the Campus.

(d) Operation of the Legacy Building shall be conducted in conjunction with the Authority's operation of the Campus consistent with the provisions of the Framework Agreement, including specifically the requirements of Paragraph 9, the Master Lease, and the WSSA Lease.

(e) Further, the Authority and WSSA shall enter into an agreement for the maintenance and operations of shared systems arising from the Interface (as defined below) including, but not limited to, utility connections, shared doors, expansion joints, alarms and the system which controls viewing between occupants of the Legacy Building and the Livestock Center. Said agreements shall reasonably allocate the costs of such systems in a manner that leads to neither the Livestock Center nor the Legacy Building subsidizing the operations and maintenance of the other. The completion of such agreement shall be a prerequisite to the return of any funds from the City to WSSA pursuant to Section 7 below.

6. **BUILDING INTERFACE.**

(a) The Parties acknowledge that while the Legacy Building and Livestock Center are intended to be constructed and operated in conjunction with one another, neither Party intends to subsidize the construction of the other Party's asset. WSSA has requested and the City has agreed to allow WSSA to construct its Legacy Building, as an adjacent building which shares multiple openings and utilities (e.g., campus energy ambient loop and fire alarm and suppression systems), in a manner that intrudes into the Livestock Center to allow for viewing of certain events in the Livestock Center from the Legacy Building (the "**Interface**").

(b) The Parties further acknowledge that accommodating the Interface will require the City to expend additional funds to construct the Livestock Center, as more particularly depicted and described on **Exhibit 8 ("Interface Costs")**. WSSA hereby agrees to pay for the Interface Costs in accordance with the terms and conditions of this Agreement.

(c) The Parties have coordinated design efforts to reach a final coordinated construction document package relating to the Interface (the "**Interface Design**"), attached hereto as **Exhibit 9**. The Parties acknowledge that the Interface requires design and construction coordination and that neither Party may unilaterally alter the Interface Design. Any changes to the

Interface Design, shall be made only with approval of each Party Representative. Notwithstanding the foregoing, for design changes that do not impact the Interface Design, each Party retains full design control over its building.

7. **PAYMENT OF INTERFACE COSTS.**

(a) WSSA shall pay an initial deposit of \$5,000,000 (the “**WSSA Payment**”) within thirty days of final execution of the Agreement and costs shall be tracked and documented during construction (the “**Actual Costs**”). The City shall provide documentation of the Actual Costs to WSSA. Based on the Actual Costs, either the City shall reimburse to WSSA the amount of the WSSA Payment in excess of the Actual Costs, or WSSA shall pay the City the amount by which the Actual Costs are greater than the WSSA Payment, not later than ninety days following payment of the City’s contractor’s final invoice.

(b) In addition to the WSSA Payment, the Parties agree that changes to the Interface Design may substantially increase the costs associated therewith. As a condition of agreeing to change the Interface Design, the Party Representatives may also agree that WSSA make an additional deposit to account for any anticipated cost increase related to all project costs. Any such payment shall be made promptly by WSSA within thirty days of the change to the Interface Design, unless otherwise agreed by the Party Representatives.

(c) In addition to the Interface Costs, WSSA may wish to fund, and the City may consent to the addition of building elements within the Livestock Center that particularly benefit WSSA while also providing some benefit to the City (a “**Proposed Improvement**”), including, but not limited to an escalator, ribbon board, center hung scoreboard, penning system, and additional furniture, fixtures and equipment. Before adding a Proposed Improvement, within a reasonable time after WSSA requests a Proposed Improvement, the Party Representatives shall negotiate in good faith and thereafter agree to the amount and timing of the funding required for such Proposed Improvement to be included in the Livestock Center. The City shall have no obligation to construct an agreed upon Proposed Improvement prior to the receipt of such funding.

8. MAXIMUM CONTRACT AMOUNT.

(a) Notwithstanding any other provision of the Agreement, the City's maximum obligations under the Agreement will not exceed the lesser of **EIGHT MILLION DOLLARS AND NO CENTS (\$8,000,000.00)** (the "**Maximum Contract Amount**") or the amount actually received from WSSA to fund the City's obligations to WSSA described herein. The City is not obligated to execute an Agreement or any amendments for any further services or expenditures, including any services performed by WSSA beyond that specifically stated herein. Any services performed beyond those in expressly described in this Agreement are performed at WSSA's risk and without authorization under the Agreement.

(b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

9. CONSTRUCTION COORDINATION.

(a) The Parties acknowledge that WSSA's Legacy Building and the City's Livestock Center and Site Improvements are being constructed simultaneously and that such simultaneous construction will require regular coordination and cooperation. Pursuant to the Framework Agreement, the Parties acknowledge that development of the Legacy Building shall not be allowed to unreasonably interfere with the construction of the Livestock Center or other Campus Facilities. Further, WSSA shall coordinate with and obtain necessary third-party approval (including "**SteerCom**") for the Legacy Building construction schedule ("**Legacy Construction Schedule**") to assure an appropriate sequence of development occurs; provided, however, that (i) WSSA acknowledges the (xx) construction access and connections for Campus Facilities shall take priority over the Legacy Building and (yy) construction of the Legacy Building may be delayed to accommodate Livestock Center construction or other Campus Development, and (ii) both Parties acknowledge that all construction shall be conducted in a manner that does not unreasonably

interfere with the use and enjoyment of the Campus Facilities and their own facilities by the Authority, CSU, and other campus users, including hosting year-round events, nor the construction of and use and enjoyment of the Legacy Building by WSSA. Subject to delays resulting from the foregoing factors, the City shall use all reasonable efforts to coordinate Campus Development with WSSA to minimize interference with the construction of the Legacy Building, to the extent reasonably possible and WSSA shall use all reasonable efforts to complete the Legacy Building in accordance with the Legacy Construction Schedule.

(b) In order to facilitate construction coordination, the Party Representative's or their designees shall approve a construction coordination plan ("**Coordination Plan**"). The Coordination Plan shall include, but not be limited to, the following issues: (i) safety plans, (ii) debris and recycling, (iii) dewatering, (iv) site monitoring and security, (v) scheduling of fire department, building department, or other code officials' visits or inspections, (vi) emergency response plans, (vii) daily site activity coordination, (viii) allowing access as required by rail and utility easements, (ix) changes related to the Interface Design, and (x) Legacy Building construction deadlines necessary to avoid interference with Livestock Center Construction ("**Key Interface Deadlines**"). An initial Coordination Plan is attached hereto as **Exhibit 10**. The Party Representatives or their designees shall meet as needed to update the Coordination Plan with any necessary changes.

10. SIGNAGE.

(a) **Approval Of City.** WSSA's proposed signage on and in the City-owned Livestock Center and the plaza related thereto must be reviewed by the Strategic Architectural Design Leadership committee ("**SADL**") and the co-chairpersons of SADL must determine that SADL's comments, if any, have been satisfactorily addressed prior to installation of the signage pursuant to the license provided herein. In addition, any signage installation would be coordinated with, and signed-off as part of the Interface Design and any subsequently requested changes by WSSA will be subject to the same provisions as other Interface Design changes.

(b) **Permits.** WSSA must seek and receive all required permits and permissions of any applicable authority prior to installation of the signage.

(c) **Costs.** WSSA shall be responsible for designing, fabricating, and installing the signage, at no cost to the City. Costs relating to construction of the Livestock Center to accommodate the signage shall be paid by WSSA and calculated as part of the Interface Costs.

11. **WARRANTIES/GUARANTEES.** WSSA shall transfer and assign all warranties and/or guarantees it receives from the fabrication, and installation of the signage to the City.

12. **OWNERSHIP/MAINTENANCE.** The City shall own the signage installed on its Livestock Center, as it is affixed to the Livestock Center. The Framework Agreement and the Master Lease shall control maintenance of the signage.

13. **BREACH AND REMEDIES/DISPUTE RESOLUTION.** The provisions of this paragraph shall survive the termination or expiration of this Agreement.

(a) **Legacy Construction Schedule and Contract Damages.** The parties recognize and agree that time is of the essence for this Contract. In the event that the Legacy Building is not constructed consistent with the Legacy Construction Schedule, as that time may be extended for delays for which an extension of time is approved by SteerCom, the City and the WSSA acknowledge and agree that WSSA shall reimburse the City for extra costs which the City may become obligated to pay on other contracts, including but not limited to the City's contracts for design and construction of the Livestock Center, because of the WSSA's failure to complete the Legacy Building consistent with the Construction Coordination Plan (the "**Contract Damages**").

(b) **Liquidated Damages.** In addition to the Contract Damages, after a full discussion of the implications of this section, the City and WSSA agree that it would be impractical and extremely difficult to estimate the damages other than the Contract Damages (including, by way of example but without limitation, direct and indirect, incidental, special and consequential damages) which the City might incur for failure of the WSSA to proceed consistent with the Construction Coordination Plan. Therefore, the City and the WSSA have determined that a reasonable estimate of the total detriment that the City would suffer in the event that the WSSA so defaults and fails to meet the deadline set for any of the Key Interface Deadlines portion of the Construction Coordination Plan, as it may be amended, is and shall be, in the event of said default

and failure, as the sole and exclusive remedy (whether at law or in equity) of the City for this delay as liquidated damages, and not as a penalty, the amount per deadline missed, per day, stated below. The Parties agree that liquidated damages shall be calculated separately for each Key Interface Deadline, with a maximum daily total amount of liquidated damages. It is understood and agreed that the City reserves all of its other rights and remedies for any other or different breach or default of this Agreement by WSSA, or for any other cause of action.

Amount Per Key Interface Deadline: \$1,000 Per Day; Maximum Liquidated Damages
Amount Per Day: \$5,000.00

The parties agree that the foregoing amount shall be the full amount of liquidated damages recoverable against the WSSA by the City for each breach of WSSA's covenants of timely performance hereunder. The amount so determined shall be the full, agreed upon and liquidated damages recoverable against the WSSA by the City for the WSSA's breach of its covenants of timely performance hereunder. The provisions of this Section shall not limit the rights and remedies of the City. The Executive Director will have the authority, in his or her sole discretion, to waive or reduce amounts owed under this provision. The Executive Director may require schedule changes or other concessions as a condition of such waiver or reduction.

(c) **Suspension of Construction of Legacy Building.** In addition to damages for delays in construction, the Parties acknowledge that a suspension of construction or failure to substantially complete the Legacy Building will cause additional harm to the City and the functionality of the NWC Campus. Should construction of the Legacy Building be suspended for more than one hundred and twenty (120) days prior to achieving Substantial Completion or fail to be Substantially Completed within one hundred and eighty (180) days of the Substantial Completion deadline set forth in the approved Legacy Construction Schedule without prior approval in writing of the Executive Director, the City shall have the option, but not the obligation, to require WSSA to reconvey the Property to the City, at no cost to the City, in order for the City to continue to own and operate the Legacy Parcel consistent with the Mission and Vision of the campus.

(d) **Failure to Make Required Interface or Proposed Improvement Payments.** Should WSSA fail to make any payments required hereunder associated with construction of Interface elements or Proposed Improvements by the City, the City shall have no obligation to commence or continue construction efforts contemplated by this Agreement and may elect, in its sole discretion, to suspend or terminate such efforts entirely. In the event of such termination, notwithstanding the failure of the City to construct the Interface or Proposed Improvement, the City shall be entitled to payment for the actual cost of any funds expended on the Interface or Proposed Improvement, including for design work or the purchase of materials pursuant to the terms of paragraph 6 above.

(e) **Dispute Resolution.** Except for matters listed in subparagraphs (a)-(d) above, all other claims, disputes, and matters in question (“**Matters in Dispute**”) arising out of or relating to this Agreement or the breach thereof shall first be referred to the Party Representatives for resolution. Any Party may initiate such referral by written notice to the other Party stating the nature of the Matter in Dispute. The Party Representatives shall meet in good faith, and, if resolution cannot be reached by the Party Representatives through negotiation, within thirty (30) days following delivery of such notice, such Matters in Dispute may, by written notice, be submitted by either Party to non-binding mediation, pursuant to Subsection (b) below (“**Mediation Notice**”) as a condition precedent to pursuing judicial resolution.

(f) If a Matter in Dispute is submitted to mediation, as provided under Subsection (a) above, the Party Representatives shall, in good faith, seek to agree upon a mediator to mediate the Matter in Dispute. In the event that the Parties cannot mutually agree upon a mediator within fifteen (15) days from the date of the Mediation Notice, then, within thirty (30) days of the expiration of such fifteen (15) day period, both Parties shall select a third-party representative who shall select the mediator. The mediator shall determine what rules shall govern the mediation; provided, however, in no event shall such mandatory mediation be binding. If the Parties are unable to resolve such Matter in Dispute within thirty (30) days following initiation of mediation, the Parties in dispute may seek judicial resolution.

GENERAL TERMS.

14. PERMITS & COMPLIANCE. WSSA shall comply with all applicable laws, rules, regulations, and requirements relating to the Legacy Building. WSSA shall provide copies of necessary permits upon the request of the Executive Director. Nothing in this Agreement shall relieve WSSA from complying with other regulatory requirements applicable to the Legacy Building.

15. DAMAGE TO CITY PROPERTY. Any real or personal property of the City damaged or destroyed by the WSSA that is not a result of normal wear and tear shall be promptly repaired or replaced by WSSA to the satisfaction of the Executive Director. For failure or refusal by the WSSA to comply with this paragraph, the City shall have the right to seek recovery of actual damages, costs, expenses, and reasonable attorneys' fees from the WSSA by any means available under the law.

16. INSURANCE.

(a) **General Conditions:** WSSA agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. WSSA shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall (i) be sent to the parties identified in the Notices section of this Agreement., (ii) reference the City contract number listed on the signature page of this Agreement, (iii) be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, WSSA shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested, within three (3) business days of WSSA's receipt of notice thereof, and referencing the City's contract number. WSSA shall be responsible for the payment

of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of WSSA. WSSA shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary, in its sole discretion, to cover its obligations and liabilities under this Agreement.

(b) **Proof of Insurance:** WSSA may not commence work relating to this Agreement prior to placement of coverages required under this Agreement. WSSA certifies that the certificate of insurance attached hereto as **Exhibit 11**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of WSSA's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), WSSA and WSSA's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers, as well as the National Western Center Authority, as additional insureds.

(d) **Waiver of Subrogation:** For all coverages required under this Agreement, WSSA's insurer shall waive subrogation rights against the City.

(e) **Subcontractors and Subconsultants:** WSSA shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by WSSA and appropriate to their respective primary business risks considering the nature and scope of services provided.

(f) **Workers' Compensation and Employer's Liability Insurance:** WSSA shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000

per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(g) **Commercial General Liability:** WSSA shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$10,000,000 products and completed operations aggregate (if applicable), and \$10,000,000 policy aggregate.

(h) **Automobile Liability:** WSSA shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used at the Leased Premises.

(i) **Property Insurance:** WSSA understands and acknowledges that the City does not provide any insurance coverage for any property of WSSA, its agents, employees or assignees and WSSA acknowledges and agrees that WSSA, its agents, employees and assignees have no claim against the City for any damage or loss of real or personal property and belongings of WSSA, its agents, employees or assignees.

17. PAYMENT AND PERFORMANCE BONDS. Prior to the commencement of construction, including mobilization, WSSA shall obtain Payment and Performance Bonds acceptable to the City, as determined in the sole discretion of the Executive Director, and shall provide copies thereof to the City. Unless otherwise approved by the Executive Director in writing, such bonds shall name the City as an additional obligee.

18. DEFENSE AND INDEMNIFICATION.

(a) WSSA hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees, as well as the Authority, and its board members, agents, and employees, for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or

omissions of WSSA or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

19. DAMAGE OR INJURY AND GOVERNMENTAL IMMUNITY. The City shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from WSSA's actions under this Agreement and are not due to the actions or omissions of the City's officers, agents or employees. It is expressly understood and agreed that the City is relying upon, and has not waived, the monetary limitations (presently \$350,000 per person, \$990,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.*

20. WHEN RIGHTS AND REMEDIES NOT WAIVED. In no event will any action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of WSSA. No action or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

21. EXAMINATION OF RECORDS. Any authorized agent 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 WSSA's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The WSSA shall cooperate with City representatives 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 final payment under the Agreement 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 WSSA to make disclosures in violation of state or federal privacy laws. WSSA shall at all times comply with D.R.M.C. 20-276.

22. TAXES, CHARGES AND PENALTIES. The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* WSSA shall promptly pay when due, all taxes, bills, debts and obligations it incurs while performing the services under the Agreement, if any, and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

23. ASSIGNMENT; SUBCONTRACTING. Except as may be otherwise set forth in this Agreement, including the documents attached hereto, WSSA shall not voluntarily or involuntarily

assign any of its rights or obligations under this Agreement without obtaining the Executive Director's prior written consent. Any assignment without such consent will be ineffective, void and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) WSSA shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

24. INUREMENT. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

25. NO THIRD-PARTY BENEFICIARY. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity, except with regard to the insurance and indemnification provisions that benefit the Authority. Any person or entity other than the City, the Authority, or WSSA receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

26. NO AUTHORITY TO BIND CITY TO CONTRACTS. WSSA lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code. The City shall have no liability or financial obligation to or for any contractor, subcontractor, supplier, or other person with which WSSA contracts or has a contractual arrangement with respect to the any aspect of this Agreement.

27. SEVERABILITY. Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

28. CONFLICT OF INTEREST.

(a) No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. WSSA shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

(b) Neither Party shall engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. Each Party represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of one Party by placing such Party's own interests, or the interests of any party with whom such Party has a contractual arrangement, in conflict with those of the other Party. Either Party may determine, from time to time or at any time, that there is a conflict of interest and, if such Party determines a conflict exists, it may terminate this Agreement after it has given the other Party written notice describing the conflict and a reasonable opportunity to remedy or explain the purported conflict.

29. NOTICES. All notices required by the terms of the Agreement must be either: (i) hand delivered, (ii) sent by overnight courier service, (iii) mailed by certified mail, return receipt requested, (iv) mailed via United States mail, postage prepaid, or (v) delivered by electronic mail with a hard copy sent thereafter via options (i) – (iv) set forth above to each Party hereto at:

If to City:

Executive Director
Mayor's Office of the National Western Center
5125 Race Court
Denver, Colorado 80216
E-Mail: michael.bouchard@denvergov.org

With a copy of any such notice to:

Denver City Attorney's Office

1437 Bannock St., Room 353
Denver, Colorado 80202
E-Mail: joshua.roberts@denvergov.org

If to WSSA:

Paul Andrews, President &CEO

Western Stock Show Association
4655 Humboldt Street,
Denver, Colorado 80216
E-Mail: pandrews@nationalwestern.com

With a copy of any such notice to:

Thomas J. Ragonetti
Otten Johnson Robinson Neff & Ragonetti PC
950 17th Street, Suite 1600
Denver, Colorado 80202
E-Mail: tjr@ottenjohnson.com

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. Notices sent by electronic mail are effective upon receipt. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

30. GOVERNING LAW; VENUE. The Agreement will be construed and enforced in accordance with applicable federal law, 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 the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related

Legacy Building Agreement
FINAN-202370213

memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

31. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under the Agreement, WSSA may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. WSSA shall insert the foregoing provision in all subcontracts.

32. COMPLIANCE WITH ALL LAWS. The Parties shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

33. LEGAL AUTHORITY. WSSA represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of WSSA represents and warrants that he has been fully authorized by WSSA to execute the Agreement on behalf of WSSA and to validly and legally bind WSSA to all the terms, performances and provisions of the Agreement. The City shall have the right, in its reasonable discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either WSSA or the person signing the Agreement to enter into the Agreement.

34. NO CONSTRUCTION AGAINST DRAFTING PARTY. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

35. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

36. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, WSSA's obligations to provide insurance and to indemnify the City will survive 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.

37. **ADVERTISING AND PUBLIC DISCLOSURE.** WSSA shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of WSSA's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. WSSA shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

38. **CITY EXECUTION OF AGREEMENT.** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

39. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS.** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

40. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** WSSA consents to the use of electronic signatures. The Agreement, and any other documents requiring a signature

under the Agreement, may be signed electronically in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibits:

Exhibit 1- Purchase and Sale Agreement

Exhibit 2-Party Wall Agreement

Exhibit 3-Right of First Refusal

Exhibit 4-Option Agreement

Exhibit 5-Legacy Club Extension Easement

Exhibit 6-Legacy Terrace Easement

Exhibit 7-Access Easement

Exhibit 8-Interface Costs

Exhibit 9-Interface Design

Exhibit 10-Coordination Plan

Exhibit 11-Certificate of Insurance

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number: FINAN-202370213-00
Contractor Name: THE WESTERN STOCK SHOW ASSOCIATION

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

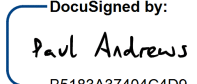
By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202370213-00
THE WESTERN STOCK SHOW ASSOCIATION

By:  _____
B5183A37404C4D9...

Paul Andrews
Name: _____
(please print)

CEO
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

PURCHASE AND SALE AGREEMENT
(National Western Center – Legacy building site)

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made and entered into as of the date set forth on the City signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and home rule city of the State of Colorado (the “City”) and **THE WESTERN STOCK SHOW ASSOCIATION**, a Colorado nonprofit corporation, whose address is 4655 Humboldt Street, Denver, Colorado 80216 (the “Purchaser” or “WSSA”), collectively “the Parties.”

W I T N E S S E T H:

WHEREAS, the City owns certain real property in the City and County of Denver at the National Western Center campus that the WSSA desires to purchase for the purpose of developing its Legacy building (the “WSSA Parcel”); and

WHEREAS, pursuant to the Framework Agreement dated September 2017 among the City, WSSA, Colorado State University, and the National Western Center Authority, the Parties have herein determined the terms of the sale of the WSSA Parcel.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth herein, the Parties agree as follows:

1. PROPERTY TO BE PURCHASED: The Purchaser agrees to purchase and the City agrees to sell, the real property at approximately 4800 Packing House Road Denver, Colorado 80216, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “Property”).

2. PURCHASE PRICE AND TERMS: The Purchase Price to be paid by Purchaser for the Property shall be **FOUR MILLION, EIGHT HUNDRED AND FOUR THOUSAND, SEVEN HUNDRED AND SIXTY TWO Dollars and 62/100 Cents (\$4,804,762.62)** (the “Purchase Price”), payable to the City in good funds as follows:

(a) Purchaser shall make an earnest money deposit payable to the Manager of Finance in the amount of **FIVE HUNDRED THOUSAND Dollars and 00/100 Cents (\$500,000.00)**, to be held by the City until the time of closing, or by a title company in the event a

title company is used for the transaction, or other disbursement in accordance with the terms of this Agreement (the “Earnest Money”); and

(b) **FOUR MILLION, THREE HUNDRED AND FOUR THOUSAND, SEVEN HUNDRED AND SIXTY TWO Dollars and 62/100 Cents (\$4,304,762.62)** at the time of closing. Such amount includes the purchase price of the WSSA Parcel, and includes the purchase price of various easements, which description, terms, and cost attached and incorporated herein as follows:

- (i) Access Easement attached as **Exhibit B**
- (ii) Legacy Club Extension Easement attached as **Exhibit C**
- (iii) Terrace Easement attached as **Exhibit D**
- (iv) Party Wall Agreement attached as **Exhibit E**
- (v) Option Agreement attached as **Exhibit F**
- (vi) Right of First Refusal attached as **Exhibit G**

3. EVIDENCE OF TITLE: Purchaser may obtain, at Purchaser’s sole cost and expense, a commitment for owner’s title insurance policy for the Property (the “Title Commitment”) from a title company of its choosing (the “Title Company”) within thirty (30) days from the date of this Agreement.

4. TITLE AND DEED: The City shall convey the Property by a Quitclaim Deed, with no covenants of title or warranties, in substantially the same form as is attached as **Exhibit H**, “Quitclaim Deed.”

5. DATE OF CLOSING: The date of Closing shall be thirty (30) days from date on signature page (the “Closing”) or as to a time mutually agreed in writing by the Parties. The hour and place of Closing shall be as designated by the City.

6. TRANSFER OF TITLE: The City shall execute and deliver a Quitclaim Deed to the Purchaser at Closing.

7. POSSESSION: Possession of the Property shall be delivered to Purchaser at Closing.

8. CLOSING COSTS, DOCUMENTS AND SERVICES: Purchaser shall pay all closing costs at Closing. Purchaser and City shall sign and complete all reasonable customary or required documents at or before Closing, subject to such documents being approved by the City Attorney’s office and in compliance with all laws, the Revised Municipal Code of the City and

County of Denver, and the Charter and Ordinances of the City and County of Denver as the same may be amended from time to time.

9. CONDITION OF PROPERTY: Purchaser acknowledges that it will be purchasing the Property “AS IS” and “WITH ALL FAULTS” based upon the condition of the Property as of the date of this Agreement, subject to reasonable wear and tear and loss by fire or other casualty or condemnation from the date of this Agreement until the Closing. Purchaser acknowledges that neither the City nor its consultants or agents have made any representations or warranties of any kind upon which Purchaser is relying as to any matters concerning the Property, including, but not limited to, (i) the land, and any improvements, any personal property, (ii) the existence or nonexistence of any hazardous substances, (iii) economic projections or market studies concerning the Property, (iv) any development rights, taxes, bonds, covenants, conditions and restrictions affecting the Property, (v) water or water rights, (vi) topography, drainage, soil, subsoil of the Property, (vii) the utilities serving the Property (viii) zoning, environmental, building or other laws, rules or regulations affecting the Property, (ix) the development, entitlements, benefits or other rights in connection with the development of the Property, (x) the obligations, restrictions, limitations, feasibility or other requirements in connection with the development of the Property, (xi) the current or future real estate tax liability, assessment or valuation of the Property, (xii) the potential qualification of the Property for any benefits conferred by any laws whether for subsidies, special real estate tax treatment, insurance, mortgages or any other benefits, whether similar or dissimilar to those enumerated, (xiii) the ability to obtain a change in the zoning or a variance in respect to the non-compliance of the Property, if any, with zoning laws, (xiv) the nature and extent of any right-of-way, easement, lease, possession, lien, encumbrance, license, reservation, condition, declaration, covenant or otherwise, (xv) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Property from any source, including, without limitation, any government authority or any lender, (xvi) any matters excepted on the Title Commitment, (xvii) the current or future use of the Property, (xviii) the present and future condition and operating state of any personal property and the present or future structural and physical condition of any improvements, their suitability for rehabilitation or renovation, or the need for expenditures for capital improvements, repairs or replacements thereto, (xix) the actual or projected income or operating expenses of the Property. **CITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY**

WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY. City makes no representation that the Property complies with Title III of the Americans With Disability Act or any fire codes or building codes. Purchaser hereby releases the City from any and all liability in connection with any claims which Purchaser may have against the City, and Purchaser hereby shall not assert any claims, for contribution, cost recovery or otherwise, against the City relating directly or indirectly to the existence of hazardous substances on, or environmental conditions of, the Property.

10. TIME IS OF THE ESSENCE/REMEDIES: It is understood and agreed between the parties that time is of the essence hereof, and all the agreements herein contained shall be binding upon and for the benefit of each party's successors and assigns. If any payment due in accordance with this Agreement is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) If Purchaser is in Default Prior to Closing: The City may elect to treat this Agreement as canceled, in which case, all Earnest Money, payments and things of value received shall be forfeited by Purchaser and retained by City and both parties shall thereafter be released from all obligations, except for continuing obligations of Purchaser hereunder.

(b) If City is in Default Prior to Closing: Purchaser may elect to treat this Agreement as canceled, in which case all payments and things of value received hereunder shall be returned to Purchaser. Purchaser expressly waives the remedies of specific performance and additional damages.

11. TERMINATION: In the event this Agreement is terminated for reason other than default, all payment and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, except for continuing obligations of Purchaser as set forth in this Agreement.

12. AUTHORITY TO EXECUTE: Purchaser represents that the persons who have affixed their signature hereto have all necessary and sufficient authority to bind Purchaser.

13. COOPERATION OF THE PARTIES: In the event that any third party brings an action against either party regarding the validity or operation of this Agreement, the parties shall cooperate with the other in any such litigation. Purchaser shall bear its own legal costs in all circumstances.

14. NO BROKER'S FEES: The City and Purchaser represent to each other that they have had no negotiations through or brokerage services performed by any broker or intermediary to facilitate purchase and sale of the property, and that no claims for commissions, fees or other compensation shall arise out of this transaction.

15. ASSIGNMENT: Neither party may assign its rights and obligations under this Agreement to any entity without the prior written consent of the other party. For the City, such consent shall be given by the Director of Real Estate ("Director"), in the Director's sole and absolute discretion. If this Agreement is assigned as expressly permitted herein, such assignment shall be in writing, and all the covenants and agreements herein contained shall be binding upon and inure to the benefit of the successors, assigns, heirs, and personal representatives of the respective parties. If this Agreement is assigned without written consent, the assigning party shall be in default of this Agreement.

16. SUBJECT TO LOCAL LAWS; VENUE: Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the Charter and Ordinances of the City and County of Denver, and regulations enacted pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. This Agreement is made, shall be deemed to be made, and shall be construed in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or any amendment or renewal shall lie in the District Court in and for the City and County of Denver, Colorado.

17. NOTICES: All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepared, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph. All notices which are mailed shall be deemed to have been received three (3) days after deposit in the United States mail.

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

With copies to: Denver City Attorney
Denver City Attorney's Office

201 W. Colfax, Dept. 1207
Denver, CO 80202

Director of Real Estate
201 W. Colfax Avenue, Dept.1010
Denver, CO 80202

If to Purchaser: Paul Andrews, President and CEO
The Western Stock Show Association
4655 Humboldt Street
Denver, Colorado 80216
Email: pandrews@nationalwestern.com

18. PARTIES' LIABILITIES: Each party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

19. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS: This Agreement is intended as to the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties in the same formality as this Agreement.

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

21. THIRD-PARTY BENEFICIARY: The parties intend that this Agreement shall create no third party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

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

23. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Purchaser consents to the use of electronic signatures by the City. The Agreement, and any other documents

requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

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

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

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

28. SUBJECT TO COUNCIL APPROVAL: This Agreement is subject to the approval of the City Council in accordance with the provisions of the City Charter, and this Agreement shall not take effect until its final approval by City Council, and until signed by all appropriate City officials, including the Mayor, the Clerk and Recorder, the Manager of Finance and the Auditor.

29. NO MERGER: The parties intend that the terms of this Agreement shall survive Closing and shall not be merged into the deed conveying the Property.

EXHIBIT LIST

- Exhibit A** – Legal Description and Depiction of the Property
- Exhibit B** – Access Easement
- Exhibit C** – Legacy Club Extension Easement
- Exhibit D** – Terrace Easement
- Exhibit E** – Party Wall Agreement
- Exhibit F** – Option Agreement
- Exhibit G** – Right of First Refusal
- Exhibit H** – Quitclaim Deed

[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.]

PARTY WALL AGREEMENT

THIS PARTY WALL AGREEMENT ("Agreement") is made and executed on the date hereinafter set forth by **THE CITY AND COUNTY OF DENVER ("City")** and **THE WESTERN STOCK SHOW ASSOCIATION ("WSSA")** (Collectively, the "**Parties**").

WITNESSETH:

WHEREAS, City is the owner of certain real property situated in the City and County of Denver Colorado, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Livestock Center Property**");

WHEREAS, WSSA is the owner of certain real property situated in the City and County of Denver, Colorado, more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "Legacy Property");

WHEREAS, City, and WSSA, along with Colorado State University, are parties to that certain National Western Center Framework Agreement dated as of September 28, 2017 (the "Framework Agreement") which, among other things, memorialized the parties respective and ongoing responsibilities as to the governance, funding, design, construction, operation and maintenance of the "Campus" (as defined in the Framework Agreement) and the joint formation of the National Western Center Authority (the "Authority"). Defined terms used in this Agreement but not otherwise defined herein have the meanings ascribed to them in the Framework Agreement;

WHEREAS, WSSA shall construct a Legacy Building that connects to the Livestock Center Building;

WHEREAS, as a condition of allowing the connection of the two buildings, Parties agree to encumber both Properties with an agreement, easements, certain covenants by the Owners, and other matters more particularly described in this Agreement; and

WHEREAS, nothing herein shall create or be deemed to create a Common Interest Community, as defined by the Colorado Common Interest Ownership Act at C.R.S. §38-33.3- 103(8); therefore, nothing in this Agreement shall be governed by the Colorado Common Interest Ownership Act.

NOW, THEREFORE, Parties hereby declare that all of the Property shall be held, sold and conveyed subject to the following easements, reservations, restrictions, liens, charges, covenants and conditions which shall run with the real property and be binding on all parties having any right title or interest in the described Properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

DEFINITIONS

Unless the context expressly provides otherwise, the following terms shall have the following meanings:

- A. **"Property" or "Properties"** means all of property described on **Exhibits A and B** attached hereto and incorporated herein by this reference, together with the Units constructed thereon.
- B. **"Livestock Center Property"** means the property described on **Exhibit A** attached hereto.
- C. **"Legacy Property"** means the property described on **Exhibit B** attached hereto.
- D. **"Legacy Building"** means the building planned or built on the Legacy Property including any easements between the Legacy Building and the Livestock Center Building that benefit the Legacy Building.
- E. **"Livestock Center Building"** means the building planned or built on the City Property including any easements between the WSSA Building and the Livestock Center Building that benefit the Livestock Center Building.
- F. **"Owner"** means the record owner, owning a fee simple title to a Property and does not include any such person having an interest thereto merely as a mortgagee or beneficiary under a deed of trust, unless such mortgagee or beneficiary under a deed of trust has acquired fee simple title thereto pursuant to foreclosure or any conveyance in lieu thereof. A party ceases to be an Owner upon conveyance of its Property. Such cessation of ownership does not extinguish or otherwise void any unsatisfied obligation of such person existing or arising at or prior to the time of such conveyance. Together all such owners are described as the "Owners".
- G. **"Party Wall Item"** means those items described in **Exhibit C** which constitutes a structural part of and physically joins the buildings as well as any system shared between the buildings.

ARTICLE ONE
PARTY WALL & OTHER IMPROVEMENTS

1. **GENERAL.** Each provision of this Agreement and each agreement, promise, covenant, or undertaking to comply with or to be bound by the provisions of this Agreement which is contained herein is by virtue of acceptance of any right, title or interest in any Property by an Owner or other interest holder, is accepted, ratified, adopted and declared by such Owner or other interest holder, and a personal agreement, promise, covenant and undertaking of such Owner or other interest holder, and such Owner's or other interest holder's heirs, personal representatives, successors, and assigns for the benefit of the other Owner or other interest holder.

2. **EASEMENT AND GENERAL RULES OF LAW TO APPLY.** The Owners each have a perpetual and reciprocal easement in and to that part of the adjoining Property for mutual support, maintenance, repair and inspection, and for the installation, repair and maintenance of utility lines and other facilities, and to permit the Owner of the

adjoining Property to do the work reasonably necessary in the exercise of their rights provided in this Agreement as described in **Exhibit C**. Maintenance, repair and/or reconstruction of a Party Wall shall be performed during reasonable hours only, and no entry may be made onto any other Owner's Property except as reasonably necessary after reasonable notice to the Owner or occupants of such affected Property.

3. **SUPPORT**. The Owners have the full right to use the Party Wall for the reconstruction or remodeling of such improvements as described in **Exhibit C**. Notwithstanding the foregoing, however, no such use shall impair the fire rating of the Party Wall or the structural support to which any such building is entitled under this Agreement.

4. **ALTERATION OF PARTY WALL**. The Party Wall Items shall not be materially altered or changed, except by mutual written agreement of the Owners and according to the rights and responsibilities described in **Exhibit C**. No Owner of a Property shall have the right to destroy, remove, or make any structural changes, extensions or modifications of the Party Wall which would jeopardize the fire rating of the Party Wall or the structural integrity of the buildings without the prior written consent of both Owners.

5. **SHARING OF REPAIR AND MAINTENANCE**. The cost of reasonable repair and maintenance of a Party Wall Item as well as the responsibility to conduct repair and maintenance are described in **Exhibit C**. If an Owner fails to repair, pay for, or maintain the Party Wall Item, the other Owner shall be entitled to begin the dispute resolution process described below in order to pursue compensation from the other Owner or pursue any other rights or remedies at law or in equity.

6. **WEATHERPROOFING AND CRITICAL INFRASTRUCTURE**. Notwithstanding any other provisions of this Agreement, an Owner who causes a Party Wall Item to be exposed to the elements or substantially impacts the safety of occupants shall bear the entire cost of remediating the damage to the Party Wall Item and furnishing the necessary temporary and permanent repair. Parties acknowledge that if weather proofing or critical infrastructure is compromised the responsible Owner must immediately provide, at minimum, temporary repair and maintain such temporary repair until a permanent repair can be completed.

7. **RIGHT TO CONTRIBUTION RUNS WITH THE LAND**. The right of any Owner to contribution from any other Owner under this Agreement is appurtenant to the land and is binding on such Owner's successors in title.

8. **REPAIR**.

a. If a Party Wall Item is damaged or destroyed, such damage or destruction shall be promptly and with due diligence repaired and reconstructed. Repair and reconstruction means restoration of the Party Wall Item to substantially the same condition in which it existed immediately prior to such damage or destruction. To the extent that such damage or destruction is covered by insurance, then the full insurance proceeds available to the Owner or Owners responsible for

making the necessary repairs shall be used and applied to repair and reconstruction of the Party Wall Item.

b. All repairs must be completed as soon as practicable but not later than sixty (60) days after the event of damage or destruction or if longer than sixty (60) days is reasonably required to complete the repairs, then such longer time as is reasonably necessary as long as the Owner making the repairs has promptly commenced the repairs after the event of damage or destruction and diligently pursues the repairs to completion.

9. **COOPERATION.** The Owners shall endeavor to reasonably cooperate with each other with respect to the decisions and the costs and expenses of the periodic reasonable repair, maintenance, reconstruction and replacement of Party Wall Item.

10. **COMPLIANCE WITH LAW.** All alterations, maintenance and repair work completed on the Property must conform with and meet applicable governmental building codes and safety codes, and it is the responsibility of the party described in Exhibit C thereof, and the party performing such work or causing such work to be performed to assure conformance.

ARTICLE TWO **UTILITIES AND EASEMENTS**

1. UTILITIES.

a. **General.** Each Property has separate sewer, gas, potable and fire water, electric and telephone, meters, hook-ups or service connections, and the payment of billings for each such utility service shall be the individual obligation of the Owner of each Property to which the services were rendered. The Properties share a Campus Energy System through the Livestock Center. Legacy Property Owner shall be required to use and pay for its share of use of the Campus Energy System so long as that Campus Energy System or a similar system is available. If any utility lines referred to in this Article are destroyed, damaged or become unusable, the Owner of the Property which such line serves shall cause the same to be repaired and restored forthwith and shall bear the cost of the repair and restoration of such lines and repair all damage caused in connection with such work, such as restoration of landscaping.

b. **Amendments.** The obligations of the Owners and the District, as the same are set forth in Subsections a. and b. above of this Section I of Article Five, shall control, except and to the extent that (i) the obligations of the Owner, as set forth in Subsection a. above, are hereinafter expressly assumed and taken on by a special or metropolitan district or a homeowners' association on terms and conditions set forth in writing and recorded in the office of the Clerk and Recorder for the County, or (ii) the obligations of the District, as set forth in Subsection b. above, are hereinafter assigned by the District to, and assumed by, another special or metropolitan district or a homeowner's association, or otherwise amended by

the District as permitted by law or as otherwise agreed to by the District and Owners of the Lots within the Property.

2. **MAINTENANCE EASEMENT.** There is created, and each Property is subject to an easement in favor of the Owners, including their agents, employees, and contractors for providing any maintenance, construction, and repairs described in **Exhibit C** hereto.

3. **FIRE AND LIFE SAFETY EASEMENT.**

a. **Grant of Easement.** Subject to the terms, covenants, agreements and conditions of this Agreement, the Parties hereby declare, establish, create, reserve and grant a non-exclusive easement (the "**Fire and Life Safety Easement**") across any necessary portions of the Properties, for the purpose of installing the Fire Alarm System as well as emergency and maintenance access to the fire alarm system. Such easement shall be appurtenant to and shall pass with the title to each Property and shall run with said land. The Fire and Life Safety Easement shall be perpetual in duration.

b. **No Public Rights.** The Emergency Easement is not intended to benefit the general public and shall not be construed as creating rights in and for the benefit of the general public, nor shall they be construed to be a dedication to the general public or for the public use.

4. **LIVESTOCK MAINTENANCE EASEMENT.**

Grant of Easement. Subject to the terms, covenants, agreements and conditions of this Agreement, WSSA does hereby declare, establish, create, reserve and grant a non-exclusive easement (the "**Livestock Maintenance Easement**") across a portion of the Legacy Property for the purpose of building and maintaining the Livestock Center Building and Property described in **Exhibit D**. Such easement shall be appurtenant to and shall pass with the title of each Property and shall run with said land.

5. **LEGACY MAINTENANCE EASEMENT.**

Grant of Easement. Subject to the terms, covenants, agreements, and conditions of this Agreement, the City, does hereby declare, establish, create, reserve, and grant a non-exclusive easement (the "**Legacy Maintenance Easement**") across a portion of the Livestock Center Property for the purpose of building and maintaining the Legacy Building façade described in **Exhibit E**. Such easement shall be appurtenant to and shall pass with the title of each Property and shall run with said land. Except in the event of an emergency, should the owner of the Legacy Building, or its successors and assigns, desire to access the Legacy Maintenance Easement, it shall do so only after providing 72-hour advanced written notice to the Owner of the Livestock Center Property. Such notice shall provide specific plans and timeframes for the maintenance.

ARTICLE THREE
DISPUTE RESOLUTION AND INDEMNITY

1. INDEMNITY

- a. The Legacy Property Owner hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees, as well as the Authority, and its board members, agents, and employees, for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Legacy Property Owner or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- b. The Legacy Property Owner’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Legacy Property Owner’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
- c. The Legacy Property Owner will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Legacy Property Owner under the terms of this indemnification obligation. The Legacy Property Owner shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

2. RISK OF LOSS. The City shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from Legacy Property Owner’s actions under this Agreement and are not due to the actions or omissions of the City’s officers, agents or employees. It is expressly understood and agreed that the City is relying upon, and has not waived, the monetary limitations (presently \$350,000 per person, \$990,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, et seq.

3. DISPUTE RESOLUTION.

a. All matters relating to the Covenant described below are subject only to the remedies described in Article IV and the Indemnity and Risk of Loss provisions contained in this Article. All other claims, disputes, and matters in question (“Matters in Dispute”) arising out of or relating to this Agreement or the breach thereof shall first be referred to the Party Representatives for resolution. Any Party may initiate such referral by written notice to the other Party stating the nature of the Matter in Dispute. The Party Representatives shall meet in good faith, and, if resolution cannot be reached by the Party Representatives through negotiation, within thirty (30) days following delivery of such notice, such Matters in Dispute may, by written notice, be submitted by either Party to non-binding mediation, pursuant to Subsection (b) below (“Mediation Notice”) as a condition precedent to pursuing judicial resolution.

b. If a Matter in Dispute is submitted to mediation, as provided under Subsection (a) above, the Party Representatives shall, in good faith, seek to agree upon a mediator to mediate the Matter in Dispute. In the event that the Parties cannot mutually agree upon a mediator within fifteen (15) days from the date of the Mediation Notice, then, within thirty (30) days of the expiration of such fifteen (15) day period, both Parties shall select a third-party representative who shall select the mediator. The mediator shall determine what rules shall govern the mediation; provided, however, in no event shall such mandatory mediation be binding. If the Parties are unable to resolve such Matter in Dispute within thirty (30) days following initiation of mediation, the Parties in dispute may seek judicial resolution.

ARTICLE FOUR **PROTECTIVE COVENANT**

1. **DECLARATION OF COVENANT.** The City and Legacy Property Owner hereby declare that the following express covenants are to be taken and construed as running with the Legacy Property and, except as set forth below, shall pass to and be binding upon the WSSA and its successors, assigns, heirs, grantees or lessees to the Legacy Property or any part thereof from the date of recordation of this Covenant in the Real Property Records. Each and every contract, deed, lease or other instrument covering or conveying the Legacy Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions detailed in this covenant regardless of whether such covenants and restrictions are set forth in such contract, deed, lease or other instrument.

2. **MISSION AND VISION OF THE CAMPUS:** The Legacy Property Owner agrees that the Legacy Property shall be named and used in a manner consistent with the Mission and Vision of the campus as determined by the City and the Authority. This Mission and Vision are as follows:

- a. Vision: The global destination for agricultural heritage and innovation.
- b. Mission: Convene the world at the National Western Center to lead, inspire, create, educate, and entertain in pursuit of global food solutions.

3. RESTRICTIONS AFFECTING NAMING AND SPONSORSHIP RIGHTS ON THE LEGACY PROPERTY. In keeping with the Mission and Vision of the Campus and consistent with the Framework Agreement, the Legacy Property Owner hereby covenants as follows

- a. The owner of the Legacy Property shall not name the Legacy Property or any component part of the Legacy Property in a manner inconsistent with the policies adopted by the Mayor of the City and County of Denver or his or her designee with respect to the National Western Center.
- b. The following categories are specifically prohibited for naming or sponsorship rights in the Legacy Property or its components parts:
 - i. the tobacco or vaping industry;
 - ii. retailers who primarily sell firearms;
 - iii. the marijuana industry, including dispensaries or grow facilities;
 - iv. adult entertainment, adult books, adult audio, or visual materials; or
 - v. organizations or individuals convicted of a felony or who engage in conduct that would severely affect the ability of the Parties to fulfill their functions regarding the Campus.

4. RESTRICTIONS AFFECTING EVENTS AT THE LEGACY PROPERTY. The owner of the Legacy Property shall not host events inconsistent with the mission and vision of the campus at the Legacy Property. WSSA agrees that events that substantially include the following are not consistent with the mission and vision of the campus:

- a. the tobacco or vaping industry;
- b. retailers who primarily sell firearms;
- c. the marijuana industry, including dispensaries or grow facilities;
- d. adult entertainment, adult books, adult audio, or visual materials; or
- e. organizations or individuals convicted of a felony or who engage in conduct that would severely affect the ability of the Parties to fulfill their functions regarding the Campus; and
- f. events that would substantially interfere with the use of the Livestock Center Building as determined by the City or the Authority in their reasonable discretion.

5. RESTRICTIONS AFFECTING CONSTRUCTION.

- a. Improvements on the Legacy Property including but not limited to the construction of the Legacy Building shall be constructed in a workman-like manner following all applicable codes, regulations, permits, and standards in effect at the time of construction, including design standards and guidelines promulgated by the National Western Center Authority or the City and County of Denver.
- b. Legacy Property Owner shall construct and complete improvements on the Legacy Property in a reasonable time. Additionally, the Legacy Property Owner shall achieve substantial completion for construction of the Legacy Building on or before November 3rd, 2025.

6. RESTRICTIONS RUN WITH THE LAND. Parties intends that the provisions set forth herein are covenants which shall run with the land and be binding upon WSSA, its heirs, successors and assigns, including lessees or other users of the Legacy Property including, specifically and without limitation. Should it be determined that any

restrictions contained herein are not covenants which run with the land, WSSA intends that these provisions are equitable servitudes which run with the land and are binding upon all Users. The Legacy Property Owner also intends that the provisions set forth herein may be enforced by the City, the Authority, or the City or Authority's successors and assigns. Should any portion of this Covenant be held to be unenforceable, all of the other and remaining portions shall remain binding and enforceable. Should any portion of the Covenant be held to not run with the land, all of the other and remaining portions shall continue to run with the land.

7. **IRREVOCABILITY OF COVENANT.** The Legacy Property Owner acknowledges that this Covenant is for the benefit of the City. Therefore, only the Mayor of the City and County of Denver is able to alter, quit claim, or release this Covenant. Thus, the Covenant may not be revoked, or materially modified or amended, by the owner of the Legacy Property without the prior written consent of the Mayor of the City and County of Denver.

8. **DEFAULTS:**

- a. Among others, each of the following shall expressly constitute a "Material Event of Default":
 - i. Hosting or allowing an event on the Legacy Property which violates the event restrictions above; and
 - ii. Naming or selling sponsorship rights to the Legacy Property or its component parts in a manner that violates the naming restrictions above, even if the Default is cured within a reasonable time.
 - iii. Any violation of the Restriction Affecting Construction which is remedied in a timely and workmanlike manner.
- b. Among others, each of the following shall expressly constitute a "Major Event of Default" by Property Owner under this Covenant if not timely cured or otherwise expressly waived by the City, in the City's sole discretion:
 - i. Failure to timely cure six material defaults in a twenty four month period or an ongoing material default that continues for more than sixty (60) days.
 - ii. Failure to substantially complete the Legacy Building in a timely and workmanlike manner on or before May 3rd, 2026 unless the Legacy Parcel Owner and the Executive Director of the National Western Center agree to a later date in writing.
 - iii. Suspension of construction on the Legacy Building for one hundred and twenty days (120) days or more prior to Substantial Completion unless the Legacy Parcel Owner and the Executive Director of the Mayor's Office of the National Western Center agree in writing.

9. **REMEDIES:** The occurrence of any Material or Major Event of Default, or any other uncured violation by the Legacy Property Owner of this Covenant, as applicable, shall give the City or the Authority or its successors and assigns the right to proceed with any and all legal and equitable remedies available to the City, the Authority, or its successors and assigns. No right, power, or remedy given to the City by the terms of this Covenant is intended to be exclusive of any other right, power, or remedy; and each and

every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City, the Authority, or its successors and assigns, by the terms of any such instrument, or by any statute or otherwise against the Legacy Property Owner and any other person. Neither the failure nor any delay on the part of the City, the Authority, or its successors and assigns to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City, the Authority, or its successors and assigns, of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

- a. **Material Default Covenant Remedy**: In addition to the remedies described above, in the event the Legacy Property Owner commits a Material Event of Default, the City, the Authority, or its successors and assigns, shall have the right, but not the obligation to file for injunctive relief in a court of competent jurisdiction. Additionally, because a Material Default can be difficult to prevent, remove, or remedy, WSSA agrees that in the event of a Material Default, the Authority or the City or its successors and assigns can demand and the Legacy Property Owner shall pay a liquidated damages amount of \$50,000 per Material Default. If the Material Default is ongoing, the Legacy Property owner shall pay an additional \$5,000 per day per Material Default to the Authority until such time as the Material Default is remedied and removed. The Material Default amounts are imposed at the discretion of the City or its successors or assigns.
- b. **Major Default Covenant Remedy**: In addition to the remedies described above, in the event the Legacy Property Owner commits a Major Event of Default in a manner described in above, the City shall have the option, but not the obligation, to require Property Owner or its successors and assigns to convey the Property to the City, at no cost to the City, in order for the City to continue to own and operate the Legacy Property in compliance with the Mission and Vision of the campus. The Legacy Property Owner agrees and acknowledges that the City's provision of the Legacy Property and the Legacy Club Extension Easement constitutes good, valuable and sufficient consideration for such conveyance. Such conveyance shall be in accordance with then-applicable City rules, orders, regulations and law. Prior to any demand for conveyance, the City agrees to allow the Legacy Property Owner or Property Owner's lenders the ability to cure the Major Event of Default within one hundred and eighty (180) days by making a written demand upon the Legacy Property Owner. If the default is not a type which can be cured within the Cure Period, the City, at its reasonable discretion, may extend the cure period if the Property Owner provides the City with a reasonably detailed written plan of how the Property Owners or its lenders will cure the nonmonetary default and the Property Owner or its lenders, at all times within such additional time period, actively and diligently pursues such plan. If the Major Event of Default is not timely cured by Property Owner or Property Owner's lenders, the City can make a written demand for a conveyance of the Legacy Property. If the Property Owner does not convey the Property within thirty (30) days of the written demand for conveyance, the City has a right, but not an obligation, to file suit requesting specific performance of the Major Default Covenant remedy described herein with a court having appropriate

jurisdiction located within the boundaries of the City.

ARTICLE V
GENERAL CONDITIONS AND STIPULATIONS

1. **NO MERGER.** Notwithstanding that Declarant currently holds title to the Lots and the Property and to the easements which either party has herein declared, created, reserved and granted for the benefit the properties and the successors in interest to said properties es, any such commonality of interest shall not result in or cause any merger, extinguishment or termination, in whole or in part, of any provisions of this Agreement or the easements herein declared, created, reserved and granted, it being intended by the Parties, for the benefit of the Properties, that the terms of this Agreement not be merged by virtue of common ownership interests to any extent, but instead that such terms be and remain in full force and effect upon and following the making and recording of this Agreement.

2. **SEVERABILITY.** If any of the provisions of this Agreement or any paragraph sentence, clause, phrase or word, or the application thereof in any circumstances shall be invalid or invalidated, but such invalidity shall not affect the validity of the remainder of this Agreement, the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

3. **USE OF SINGULAR AND PLURAL.** That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

4. **NOTICES.** All notices or demands intended to be served upon an Owner shall be sent by registered or certified mail, postage prepaid, addressed in the name of the Owner at such address as maintained by the Assessor of the County for the purpose of property tax notices. In the alternative, notices may be delivered, if in writing, personally to an Owner.

5. **BANKRUPTCY.** In the event of any bankruptcy affecting any Owner or occupant the Property, this Agreement will, to the maximum extent permitted by Law, be considered an agreement that runs with the land and that is not subject to rejection, in whole or in part, by the bankrupt person or entity.

6. **GOVERNING LAW; VENUE.** The Agreement will be construed and enforced in accordance with applicable federal law, 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 the 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 the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

7. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under the Agreement, WSSA may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability.

8. **COMPLIANCE WITH ALL LAWS.** The Parties shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

9. **LEGAL AUTHORITY.** WSSA represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of WSSA represents and warrants that he has been fully authorized by WSSA to execute the Agreement on behalf of WSSA and to validly and legally bind WSSA to all the terms, performances and provisions of the Agreement. The City shall have the right, in its reasonable discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either WSSA or the person signing the Agreement to enter into the Agreement.

10. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

11. **CITY EXECUTION OF AGREEMENT.** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

12. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS.** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

13. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent 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 Grantee's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Grantee shall cooperate with City representatives 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 final payment under the Agreement 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 _Grantee to make disclosures in violation of state or federal privacy laws. Grantee shall at all times comply with D.R.M.C. 20-276.

14. **LEGACY PARCEL INSURANCE REQUIREMENTS:** From the commencement of this Agreement, and at all times throughout the term, the Legacy Parcel Owner shall carry and maintain the following insurance policies. The Legacy Parcel Owner shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Legacy Parcel Owner shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. The Legacy Parcel Owner shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Legacy Parcel Owner. The Legacy Parcel Owner shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(a) **Workers’ Compensation/Employer’s Liability Insurance:** The Legacy Parcel Owner shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims;

(b) **Property Insurance:** The Legacy Property Owner shall maintain all-risk Property insurance in the amount of the value of the real property depicted and described in **Exhibit B**.

(c) **Commercial General Liability:** The Legacy Parcel Owner shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. The Legacy Parcel Owner’s coverage is to be primary and non-contributory with any coverage or self insurance maintained by the City.

The City and County of Denver, its officers, officials and employees shall be included as additional insureds.

(d) Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees for all coverages required;

(e) The certificates evidencing the existence of the above policy or policies, all in such form as the City's Risk Management Office may require, are to be provided to the City upon execution of this Agreement. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Legacy Parcel Owner's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(f) City Property Insurance: The Legacy Property Owner understands and acknowledges that the City does not provide any insurance coverage for any property of the Legacy Property Owner, its agents, employees or assignees and the Legacy Property Owner acknowledges and agrees that the Legacy Property Owner, its agents, employees and assignees have no claim against the City for any damage or loss of real or personal property and belongings of the Legacy Property Owner, its agents, employees or assignees.

[SIGNATURE PAGE FOLLOWS)

After recording, return to:

Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202
Project: _____
Asset Management No.: _____

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (the “**Agreement**”) is made this ____ day of _____, 20__ by **THE WESTERN STOCK SHOW ASSOCIATION**, a Colorado nonprofit corporation, whose address is 4655 Humboldt St, Denver, Colorado 80216 (“**Grantor**”), and **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“**Grantee**”; Grantor and Grantee are sometimes referred to herein, collectively, as the “**Parties**”).

Recitals

A. Grantor and Grantee, along with Colorado State University, are parties to that certain National Western Center Framework Agreement dated as of September 28, 2017 (the “**Framework Agreement**”) which, among other things, memorialized the party’s respective and ongoing responsibilities as to the governance, funding, design, construction, operation and maintenance of the “Campus” (as defined in the Framework Agreement) and the joint formation of the National Western Center Authority (the “**Authority**”);

B. Grantee conveyed to Grantor certain real property and improvements located at 4800 Packing House Road, Denver, Colorado 80216, as more particularly described in **Exhibit A** attached hereto and by this reference is made a part hereof (“**Property**”);

C. Grantee owns adjoining property and has agreed to provide Grantor with easements burdening Grantee’s property for the purpose of a certain Legacy Club Extension more particularly described in a document recorded on ____ day of _____, 202_ at Reception No. _____ and a certain Legacy Club Plaza more particularly described in a document recorded on ____ day of _____, 202_ at Reception No. _____; and

D. Grantor has agreed to grant to Grantee a right of first refusal to purchase the Property upon the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration of the matters contemplated above and the further consideration of **Ten Dollars and Zero Cents (\$10.00)** in hand paid to Grantor by Grantee, and

other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged by Grantor, the Parties agree as hereinafter set forth.

1. Right of First Refusal

1.1 Grant of Right of First Refusal. Grantor, for Grantor and Grantor's heirs, successors, and assigns, hereby grants to Grantee a right of first refusal ("**Right of First Refusal**") to purchase the Property; as such, Grantor will not sell the Property, or any part thereof, to a bona fide third-party purchaser, without first offering the same to Grantee in accordance with the terms of this Agreement.

1.2 Exercise of Right of First Refusal. The Right of First Refusal granted herein shall be honored by Grantor, its successors, and assigns, and exercised in the following manner:

(a) If the Grantor receives a third-party offer that the Grantor intends to accept ("**Third-Party Offer**"), the Grantor must: (i) provide Grantee with written notice ("**Grantor's Notice**") of Grantor's intent to so accept, along with a complete and accurate copy of the Third-Party Offer and (ii) not accept the Third-Party Offer until the Grantee has exercised, waived or rejected its Right of First Refusal, as provided for herein.

(b) Notwithstanding the foregoing, an offer by the Authority or any successor in interest to the Authority shall constitute a Third-Party Offer under this Agreement.

(c) Grantor's notice of intent to accept the third-party offer constitutes the Grantor's offer to transfer the Property to the Grantee on the same terms as set forth in the third-party offer limited to the following terms:

(i) The Grantee can accept the terms set forth in the third-party offer only as it relates to the purchase price.

(ii) If the Grantee accepts the purchase price Right of First Refusal, the parties shall enter into a Purchase and Sale Agreement in a form substantially similar to the attached **Exhibit B**.

(d) Grantee shall be deemed to have waived or rejected its Right of First Refusal and the Grantor is free to accept the Third-Party Offer if, at the end of the Acceptance Period, the Grantor has not received the Acceptance Notice or has received notice stating that the Grantee will not exercise the Right of First Refusal (either a "**Grantee Rejection**").

(e) The Grantee's rights under this Agreement, including notice and opportunity of first refusal, shall survive a transfer of the Property to a third party and shall only expire on 28th day of September 2117 at 5:00 PM Mountain Time or at a time mutually agreed upon by the parties in writing.

(f) If the Grantee does not exercise its Right of First Refusal and Grantor and the third-party materially change the terms of sale of the third-party offer originally delivered to

the Grantee or enter into a sales contract that includes the terms of the third-party offer and substantially the same terms that were proposed by the Grantee to complete a sales contract under Section 3.2(d), then the Grantor must promptly furnish to the Grantee any amendment, rider or other document changing the terms of the third-party offer or, if applicable, the sales contract with the Grantee.

2. Miscellaneous

2.1 In the event that 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.

2.2 The Agreement will be construed and enforced in accordance with applicable federal law, 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 the 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 the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

2.3 Grantee agrees that, on the expiration or earlier termination of the Right of First Refusal pursuant to the terms hereof, upon the written request of Grantor, Grantee shall execute and deliver promptly (and not later than five (5) business days after Grantor's request) a recordable acknowledgment that the Right of First Refusal has terminated and that this Agreement is no longer of any force or effect.

2.4 All notices provided for in this Agreement must be in writing and be personally delivered, sent via electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested. Notices delivered personally or sent electronically are effective when sent. Notices sent by certified or registered mail are effective upon receipt. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification. All notices must be sent:

If to Grantee:

Director
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202

e-mail: RealEstate@denvergov.org

and

Executive Director
Mayor's Office of the National Western Center
5125 Race Court,
Denver, Colorado 80216

With copies to:

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

and

Denver City Attorney's Office
201 W. Colfax Ave. Dept. 1207
Denver, Colorado 80202

If to Grantor:

Paul Andrews, President and CEO
The Western Stock Show Association
4655 Humboldt Street,
Denver, Colorado 80216
E-Mail: pandrews@nationalwestern.com

With copies to:

Thomas J. Ragonetti
Otten Johnson Robinson Neff & Ragonetti PC
950 17th Street, Suite 1600
Denver, Colorado 80202
E-Mail: tjr@ottenjohnson.com

2.5 This Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns, successors, and personal representatives of the Parties hereto.

2.6 This Agreement may, at the option of the Grantee, be recorded in the public records of Denver County.

[Remainder of Page Intentionally Left Blank; Signature Appears on Following Page]

After recording, return to:

Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202
Project: _____
Asset Management No.: _____

OPTION AGREEMENT

OPTION AGREEMENT (the “**Agreement**”) is made this ___ day of _____, 20___, by **THE WESTERN STOCK SHOW ASSOCIATION**, a Colorado nonprofit corporation, whose address is 4655 Humboldt Street, Denver Colorado (“**Grantor**”), and **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“**Grantee**” or “**City**”; Grantor and Grantee are sometimes referred to herein, collectively, as the “**Parties**”).

Recitals

A. Grantor and Grantee, along with Colorado State University, are parties to that certain National Western Center Framework Agreement dated as of September 28, 2017 (the “**Framework Agreement**”) which, among other things, memorialized the parties respective and ongoing responsibilities as to the governance, funding, design, construction, operation and maintenance of the “Campus” (as defined in the Framework Agreement) and the joint formation of the National Western Center Authority (the “**Authority**”). Defined terms used in this Agreement but not otherwise defined herein have the meanings ascribed to them in the Framework Agreement;

B. Grantor is the owner of certain real property and improvements located at 4800 Packing House Road, Denver, Colorado 80216, as more particularly described in **Exhibit A** attached hereto and by this reference is made a part hereof (“**Property**”);

C. Grantee owns adjoining property and has agreed to provide Grantor with easements burdening Grantee’s property for the purpose of a certain Legacy Club Extension, more particularly described in a document recorded on ___ day of _____, 202_ at Reception No. _____ and a certain Legacy Terrace, more particularly described in a document recorded on ___ day of _____, 202_ at Reception No. _____; and

D. Grantor has agreed to grant to Grantee an option to purchase the Property upon the terms and conditions more particularly set forth herein.

Agreement

NOW, THEREFORE, in consideration of the matters contemplated above and the further consideration of **Ten Dollars and Zero Cents (\$10.00)** in hand paid to Grantor by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged by Grantor, the Parties agree as hereinafter set forth.

1. Option

1.1 Grant of the Option. Grantor, for Grantor and Grantor's heirs, successors, and assigns, hereby agrees to provide to Grantee an irrevocable option to purchase the Property free and clear of all encumbrances, according to the terms and conditions hereof (the "**Option**"), for a sum of money determined in the following manner (the "**Option Price**"). The Option Price shall be equal to the sum of:

(a) The Proposed Legacy Parcel Amount calculated in accordance with Section 6(g) and Exhibit G of the Framework Agreement (the "**Land Cost**"). The Parties agree the Land Cost shall be \$4,804,762.62; plus

(b) All hard and soft costs of design and construction, of any kind or nature, whatsoever, which may be in any way related to or incurred during the construction of the Legacy Building (the "**Building Costs**"), The Parties agree the Building Cost shall be \$87,000,000.00; and

(c) together with any pre-approved major additions and capital improvements thereto (the "**Adjusted Building Costs**"). The Adjusted Building Costs shall constitute capital improvements approved by the Grantee in writing prior to their incorporation into the Option Price. However, in no event shall such capital improvements include the replacement of structural elements of the building including but not limited to the replacement of the roof, HVAC System, and the like. The value of the Adjusted Building Cost will be determined upon mutual agreement of the parties at the completion of the improvement.

(d) The Land Cost and the Building Costs, together with any Adjusted Building Costs, as they may occur, shall be subject to cumulative increases equal to the average annual percentage increase, if any, in the Consumer Price Index for All Urban Consumers, U.S. City Average-All Items published by the Bureau of Labor Statistics of the U.S. Department of Labor (the "**CPI-U**"), for a period of time beginning on the date construction of the Legacy Building is completed, as determined in accordance with standard and commercially reasonable principles, and ending only on the date when the City exercises the Option and acquires the Legacy Building. In the event the Bureau of Labor Statistics ceases to publish the CPI-U, or materially changes the method of its computation, the Parties will accept comparable statistics relative to the purchasing power of the U.S. dollar published by the U.S. Government, or if there is no governmental successor index, authoritative comparable statistics published in a reputable financial periodical.

(e) Per the above, the initial Option Price shall be \$91,804,762.62.

1.2 Term. The term of the Option shall commence on the date this Agreement is recorded and shall expire on the 28th day of September, 2117 at 5:00 PM Mountain Time, unless terminated earlier by agreement between Parties hereto.

1.3 Exercising the Option. The Option shall be honored by Grantor and exercised by Grantee in the following manner:

(a) Grantee shall only be able to exercise the Option following the Grantor's completion of a sale, exchange, conveyance, or title-transferring transaction, including, without limitation, a transfer by court order, foreclosure, partition, or other non-voluntary title transfer, in which Grantor is completely divested of title to the Property (a "**Triggering Event**"). The City reserves the ability to determine, in its reasonable discretion, if a Triggering Event has occurred.

(b) Notwithstanding the foregoing, however, a transfer of the Property to the Authority or any successor in interest to the Authority entity shall not constitute a Triggering Event.

(c) If a Triggering Event occurs, subject to Section 1.3 above, the City shall have the ability, but not the obligation, to exercise this Option at any point prior to the expiration date of the Option. In order to exercise the Option, the City shall provide notice in writing to the current owner of the Property of the City's intent to exercise the Option ("**Option Notice**") along with the City's commercially reasonable determination of the Option Price, in accordance with the terms of Section 1.1. If the City exercises the Option, the City and the then-current owner of the Property shall, with due diligence and in good faith, negotiate and enter into a Purchase and Sale Agreement containing a purchase price that is equal to the Option Price in a form substantially similar to that attached in **Exhibit B**. The City and the then-current owner of the Property shall close the transaction within one hundred and eighty (180) days following the then-current owner's receipt of the Option Notice.

2. Miscellaneous

2.1 In the event that 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.

2.2 The Agreement will be construed and enforced in accordance with applicable federal law, 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 the 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 the

Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

2.3 Each of the covenants, conditions, restrictions, rights and obligations set forth herein runs with the land and inures to the benefit of the Parties and their successors, assigns, heirs, and personal representatives. In furtherance hereof, upon Grantor's conveyance of the Property, Grantor will not be liable for any obligations arising hereunder after the date of such conveyance, and the Grantee's sole recourse will be against the new owner, and such new owner by acceptance of title will be deemed to have assumed all obligations hereunder with respect to the Property so acquired.

2.4 All notices provided for in this Agreement must be in writing and be personally delivered, sent via electronic mail, or mailed by registered or certified United States mail, postage prepaid, return-receipt requested. Notices delivered personally or sent electronically are effective when sent. Notices sent by certified or registered mail are effective upon receipt. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification. All notices must be sent:

If to Grantee:

Director
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
E-Mail: RealEstate@denvergov.org

and

Executive Director
Mayor's Office of the National Western
Center
5125 Race Court,
Denver, Colorado 80216

With copies to:

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

and

Denver City Attorney's Office
201 W. Colfax Ave. Dept. 1207

Denver, Colorado 80202

If to Grantor:

Paul Andrews, President and CEO
The Western Stock Show Association
4655 Humboldt Street,
Denver, Colorado 80216
E-Mail: pandrews@nationalwestern.com

With copies to:

Thomas J. Ragonetti
Otten Johnson Robinson Neff & Ragonetti
PC
950 17th Street, Suite 1600
Denver, Colorado 80202
E-Mail: tjr@ottenjohnson.com

2.5 This Agreement shall be recorded in the public records of Denver County.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

After Recording
Return to:
Denver City Attorney’s Office
201 W. Colfax Avenue, Dept. 1207
Denver, CO 80202
Asset Mgmt No. _____

**PERMANENT EASEMENT
LEGACY CLUB EXTENSION**

THIS PERMANENT EASEMENT (the “Easement”), is entered into this ___ day of _____, 2023, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado (“City”) and **THE WESTERN STOCK SHOW ASSOCIATION**, a Colorado nonprofit corporation, whose address is 4655 Humboldt Street, Denver Colorado (“Grantee”).

WHEREAS, the City is the owner of a parcel of land located at 4850 Packing House Road (the “Property” or “Livestock Parcel”) depicted and described in **Exhibit A**; and

WHEREAS, the Grantee is the owner of an adjoining property depicted and described in **Exhibit B** (“Legacy Parcel”).

WHEREAS, the Grantee desires an easement over, under and across the Property in order to access an area of the Legacy Building owned by the City depicted and described in **Exhibit C** (“Legacy Club Extension”); and

WHEREAS, the City agrees to grant such easement, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for ONE HUNDRED FIFTY-NINE THOUSAND, EIGHT HUNDRED SIXTY Dollars and 68/100 Cents (\$159,860.68) and after good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Grant of Easement. The City grants and conveys an exclusive easement to the Grantee, together with a right of ingress, egress and access necessary or convenient to the Grantee to accomplish installation, repair, replacement, maintenance, and general use and enjoyment of the Legacy Club Extension as shown on **Exhibit C**. The Grantee may, subject to the terms and conditions of this Easement, use the Easement Area in any lawful manner consistent with the rights granted herein.

2. No Representations. The City makes no representation or warranty of any kind with respect to the condition of the Easement Area. The Grantee accepts the Easement Area in its “AS-IS” condition, WITH ALL FAULTS AND AT THE GRANTEE’S OWN RISK, without any warranty, express or implied, including without limitation, any warranty of merchantability, liability, fitness or fitness for a particular purpose, all such warranties being hereby expressly disclaimed by the City.

3. Covenants of the City. The City shall allow the Grantee exclusive use of the Legacy Club Extension as well as reasonable and sufficient access, ingress, and egress to the Legacy Club Extension. The City shall take no action that would substantially impair the earth cover over, or the lateral or subjacent support for, the Easement Area.

4. Covenants of the Grantee. The Grantee shall use its best efforts not to disturb or alter the Legacy Club Extension or any portion of the Property (without implying a right to use the Property other than the Easement Area) and shall, at the Grantee's sole cost and expense, in accordance with commercially reasonable standards, restore the Property, utilities, and improvements to substantially the same condition and grade as the same were in prior to any activity of the Grantee. The Grantee's use of the Easement Area shall not interfere with the City's ability to use its Property. All work done by the Grantee within the Easement Area shall be done at the Grantee's sole cost and expense, in a good and workmanlike manner, in compliance with all laws and regulations and free of mechanics' or materialmen's liens. Grantee further covenants that it will not exceed the scope of the easement described in **Exhibit D** and comply with the maintenance and financial obligations described therein.

6. Indemnity. The Grantee expressly agrees to defend, indemnify, and hold harmless the City, its officers, agent, and employees, against any liability, loss, damage, demand, action, cause of action, or expense of whatever nature (including court costs and attorneys' fees) that may result from any loss, injury, death or damage incurred by the City or a third party, caused by the Grantee's negligence or wrongful act, or which arises out of or is caused by any act or omission of the Grantee, its officers, agents, or employees in connection with or by reason of any work done or omission made by the Grantee, its agents, or employees in the use of the Easement or within the Easement Area.

7. Storage of Materials; Hazardous Materials. The Grantee shall not use the Easement Area for the storage of materials or equipment of any kind. The Grantee shall not cause or permit, any hazardous materials or substances to be transported to, or used, dumped, spilled, released, stored, or deposited on, over or beneath the Easement Area or on the Property.

8. No Third-Party Beneficiaries. The Parties expressly agree that enforcement of the terms and conditions of this Easement, and all rights of action relating to enforcement, shall be strictly reserved to the City and the Grantee, and nothing contained in this Easement shall give or allow any such claim or right of action by any other person on the Easement.

sion for consideration.

9. Maintenance Obligation. The parties agree to maintenance obligations are outlined in **Exhibit D**. Grantee acknowledges that it must provide written notice to the Grantor prior to accessing Grantor's property prior to conducting any construction or maintenance activities.

10. Governing Law; Venue. Each and every term, condition, or covenant of this Easement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this Easement as if fully set out by this reference. Venue for any action relating to this Easement shall be in the State District Court in the City and County of Denver, Colorado.

11. Successors and Assigns. The provisions of this Easement shall inure to the benefit of and bind the successors and assigns of the parties and all covenants herein shall apply to and run with the land.

12. Authorization. Grantee represents and warrants that the person signing this Easement has hereto have authority to execute and deliver this Easement on behalf of Grantee.

13. Severability. The promises and covenants in this Easement are several in nature. Should any one or more of the provisions of this Easement be judicially adjudged invalid or unenforceable, the judgment shall not affect, impair, or invalidate the remaining provisions of this Easement.

14. No Discrimination in Employment. In connection with the performance of work under this Easement, Grantee agrees not to refuse to hire, discharge, promote or demote, or to discriminate against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, protective hairstyle, or physical or mental disability; and further agrees to insert this provision in all subcontracts hereunder.

15. Notices. All notices under this Easement shall be in writing and shall be personally delivered 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 that may be specified by written notice in accordance with this paragraph:

If to Denver: Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Denver City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202

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

If to Grantee: Paul Andrews, President and CEO
The Western Stock Show Association
4655 Humboldt Street
Denver, Colorado 80216
Email: pandrews@nationalwestern.com

16. Agreement as Complete Integration; Amendment. This Easement is intended as the complete integration of all understandings between the parties. No subsequent notation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendatory or other easement executed by the parties in the same formality as this Easement.

17. Appropriation by City Council. All obligations of the City under and pursuant to this Easement, if any, are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Easement and paid into the Treasury of the City.

18. No Personal Liability. No elected official, director, officer, agent or employee of the City nor any director, officer, employee, or personal representative of Grantee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Easement or because of any breach or because of their execution, approval, or attempted execution of this Easement.

19. Conflict of Interest by City Officers. Grantee represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Easement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected officials or employees.

20. Examination of Records and Audits: Any authorized agent 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 Grantee's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Grantee shall cooperate with City representatives 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 final payment under the Agreement 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 Grantee to make disclosures in violation of state or federal privacy laws. Grantee shall at all times comply with D.R.M.C. 20-276.

After Recording
Return to:
Denver City Attorney's Office
201 W. Colfax Avenue, Dept. 1207
Denver, CO 80202
Asset Mgmt No. _____

**PERMANENT EASEMENT
LEGACY TERRACE**

THIS PERMANENT EASEMENT (the "Easement"), is entered into this ___ day of _____, 2023, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado ("City") and **THE WESTERN STOCK SHOW ASSOCIATION**, a Colorado nonprofit corporation whose address is 4655 Humboldt St, Denver Colorado ("Grantee").

WHEREAS, the City is the owner of a parcel of land located at 4850 Packing House Road, Denver Colorado (the "Property" or "Livestock Parcel") depicted and described in **Exhibit A**; and

WHEREAS, the Grantee is the owner of an adjoining property depicted and described in **Exhibit B** ("Legacy Parcel").

WHEREAS, the Grantee desires an easement over, under and across the Livestock Parcel for a terrace that overhangs the Livestock Parcel and described in **Exhibit C** ("Legacy Terrace"); and

WHEREAS, the City agrees to grant such easement, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for TWO HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED AND FIFTY-EIGHT DOLLARS AND TWENTY CENTS (\$245,858.20) and after good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Grant of Easement. The City grants and conveys an exclusive easement to the Grantee, together with a right of ingress, egress and access necessary or convenient to the Grantee to accomplish installation, repair, replacement, maintenance, and general use and enjoyment of the Legacy Terrace as shown on **Exhibit C**. The Grantee may, subject to the terms and conditions of this Easement, use the Easement Area in any lawful manner consistent with the rights granted herein

2. No Representations. The City makes no representation or warranty of any kind with respect to the condition of the Easement Area. The Grantee accepts the Easement Area in its "AS-IS" condition, WITH ALL FAULTS AND AT THE GRANTEE'S OWN RISK, without any warranty, express or implied, including without limitation, any warranty of merchantability,

liability, fitness or fitness for a particular purpose, all such warranties being hereby expressly disclaimed by the City.

3. Covenants of the City. The City shall allow the Grantee exclusive use of the Legacy Terrace, as well as reasonable and sufficient access, ingress, and egress to the Legacy Terrace. The City shall take no action that would substantially impair the earth cover over, or the lateral or subjacent support for, the Easement Area.

4. Covenants of the Grantee. The Grantee shall use its best efforts not to disturb or alter the Legacy Terrace or any portion of the Property (without implying a right to use the Property other than the Easement Area) and shall, at the Grantee's sole cost and expense, in accordance with commercially reasonable standards, restore the Property, utilities, and improvements to substantially the same condition and grade as the same were in prior to any activity of the Grantee. The Grantee's use of the Easement Area shall not interfere with the City's ability to use its Property. All work done by the Grantee within the Easement Area shall be done at the Grantee's sole cost and expense, in a good and workmanlike manner, in compliance with all laws and regulations and free of mechanics' or materialmen's liens. Grantee further covenants that it will not exceed the scope of the easement described in **Exhibit D** and comply with the maintenance and financial obligations described therein.

5. Indemnity. The Grantee expressly agrees to defend, indemnify, and hold harmless the City, its officers, agent, and employees, against any liability, loss, damage, demand, action, cause of action, or expense of whatever nature (including court costs and attorneys' fees) that may result from any loss, injury, death or damage incurred by the City or a third party, caused by the Grantee's negligence or wrongful act, or which arises out of or is caused by any act or omission of the Grantee, its officers, agents, or employees in connection with or by reason of any work done or omission made by the Grantee, its agents, or employees in the use of the Easement or within the Easement Area.

6. Storage of Materials; Hazardous Materials. The Grantee shall not use the Easement Area for the storage of materials or equipment of any kind. The Grantee shall not cause or permit, any hazardous materials or substances to be transported to, or used, dumped, spilled, released, stored, or deposited on, over or beneath the Easement Area or on the Property.

7. No Third-Party Beneficiaries. The Parties expressly agree that enforcement of the terms and conditions of this Easement, and all rights of action relating to enforcement, shall be strictly reserved to the City and the Grantee, and nothing contained in this Easement shall give or allow any such claim or right of action by any other person on the Easement.

8. Maintenance Obligation. The parties agree to maintenance obligations as described in **Exhibit D**. Grantee acknowledges that it must provide written notice to the Grantor prior to accessing the Plaza beneath the Legacy Terrace prior to conducting any construction or maintenance activities.

9. Governing Law; Venue. Each and every term, condition, or covenant of this Easement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this Easement as if fully set out by this reference. Venue for any action relating to this Easement shall be in the State District Court in the City and County of Denver, Colorado.

10. Successors and Assigns. The provisions of this Easement shall inure to the benefit of and bind the successors and assigns of the parties and all covenants herein shall apply to and run with the land.

11. Authorization. Grantee represents and warrants that the person signing this Easement has hereto have authority to execute and deliver this Easement on behalf of Grantee.

12. Severability. The promises and covenants in this Easement are several in nature. Should any one or more of the provisions of this Easement be judicially adjudged invalid or unenforceable, the judgment shall not affect, impair, or invalidate the remaining provisions of this Easement.

13. No Discrimination in Employment. In connection with the performance of work under this Easement, Grantee agrees not to refuse to hire, discharge, promote or demote, or to discriminate against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, protective hairstyle, or physical or mental disability; and further agrees to insert this provision in all subcontracts hereunder.

14. Notices. All notices under this Easement shall be in writing and shall be personally delivered 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 that may be specified by written notice in accordance with this paragraph:

If to Denver: Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Denver City Attorney

1437 Bannock Street, Room 353
Denver, Colorado 80202

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

If to Grantee: Paul Andrews, President and CEO
The Western Stock Show Association
4655 Humboldt Street
Denver, Colorado 80216
Email: pandrews@nationalwestern.com

15. Agreement as Complete Integration; Amendment. This Easement is intended as the complete integration of all understandings between the parties. No subsequent notation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendatory or other easement executed by the parties in the same formality as this Easement.

16. Appropriation by City Council. All obligations of the City under and pursuant to this Easement, if any, are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Easement and paid into the Treasury of the City.

17. No Personal Liability. No elected official, director, officer, agent or employee of the City nor any director, officer, employee, or personal representative of Grantee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Easement or because of any breach or because of their execution, approval, or attempted execution of this Easement.

18. Conflict of Interest by City Officers. Grantee represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Easement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected officials or employees.

19. Storage of Materials; Hazardous Materials. The Grantee shall not use the Easement Area for the storage of materials or equipment of any kind. The Grantee shall not cause or permit, any hazardous materials or substances to be transported to, or used, dumped, spilled, released, stored, or deposited on, over or beneath the Easement Area or on the Property.

20. Examination of Records and Audits: Any authorized agent 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 Grantee's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this

Agreement. Grantee shall cooperate with City representatives 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 final payment under the Agreement 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 Grantee to make disclosures in violation of state or federal privacy laws. Grantee shall at all times comply with D.R.M.C. 20-276.

After Recording
Return to:
Denver City Attorney's Office
201 W. Colfax Avenue, Dept. 1207
Denver, CO 80202
Asset Mgmt. No.: _____

PERMANENT EASEMENT
ACCESS AGREEMENT – CITY GRANTOR

THIS PERMANENT EASEMENT (the "Easement"), is entered into this ____ day of _____, _____, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado ("City") and **THE WESTERN STOCK SHOW ASSOCIATION** a Colorado nonprofit corporation, whose address is 4655 Humboldt Street, Denver, Colorado 80216 ("Grantee").

WHEREAS, the City is the owner of a parcel of land located at 4850 Packing House Rd (the "Property" or "Livestock Parcel") depicted and described in **Exhibit A**; and

WHEREAS, the Grantee is the owner of an adjoining property depicted and described in **Exhibit B** ("Legacy Parcel").

WHEREAS, the Grantee desires an easement over, under and across the Property in order to access a parking lot beneath the Legacy Building depicted and described in **Exhibit C** ("Parking Access Easement"); and

WHEREAS, the City agrees to grant such easement, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for EIGHTY-SEVEN THOUSAND FOUR HUNDRED THIRTY-FIVE DOLLARS AND FOUR CENTS (\$87,435.04) and after good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Grant of Easement. The City grants and conveys a non-exclusive easement to the Grantee, with the right to ingress, egress and access property described in **Exhibit C** by Grantee as well as their invitees in order to access Grantee's parking garage. The Grantee may, subject to the terms and conditions of this Easement, use the Easement Area in any lawful manner consistent with the rights granted herein.

2. No Representations. The City makes no representation or warranty of any kind with respect to the condition of the Easement Area. The Grantee accepts the Easement Area in its "AS-IS" condition, WITH ALL FAULTS AND AT THE GRANTEE'S OWN RISK, without any warranty, express or implied, including without limitation, any warranty of merchantability, liability, fitness or fitness for a particular purpose, all such warranties being hereby expressly disclaimed by the City.

3. Covenants of the City. The City shall allow the Grantee reasonable and sufficient access, ingress, and egress within the Easement Area. The City shall not construct or place any

structure within the Easement Area that would obscure such access, ingress, and egress without prior written consent of the Grantee, which approval shall not be unreasonably delayed, withheld, or conditioned. The City shall take no action that would substantially impair the earth cover over, or the lateral or subjacent support for, the Easement Area.

4. Covenants of the Grantee. The Grantee shall use its best efforts not to disturb or alter the Easement Area or any portion of the Property (without implying a right to use the Property other than the Easement Area), including, but not limited to construction and staging areas, buildings, trees, shrubs, other landscaping, drainage and irrigation systems and shall, at the Grantee's sole cost and expense, in accordance with commercially reasonable standards, restore the Property, utilities, and improvements to substantially the same condition and grade as the same were in prior to any activity of the Grantee. The Grantee's use of the Easement Area shall not interfere with the City's ability to use its Property. All work done by the Grantee within the Easement Area shall be done at the Grantee's sole cost and expense, in a good and workmanlike manner, in compliance with all laws and regulations and free of mechanics' or materialmen's liens.

5. Reservations by the City. The City retains the right to the undisturbed use and occupancy of the Property and the Easement Area insofar as the use and occupancy is consistent with and does not impair any grant in this Easement and except as otherwise provided in this Easement. The City reserves the full use of the Easement Area that is not inconsistent with the Easement, including the right to grant additional easements for utilities or otherwise within the Easement Area.

6. Indemnity. The Grantee expressly agrees to defend, indemnify, and hold harmless the City, its officers, agent, and employees, against any liability, loss, damage, demand, action, cause of action, or expense of whatever nature (including court costs and attorneys' fees) that may result from any loss, injury, death or damage incurred by the City or a third party, caused by the Grantee's negligence or wrongful act, or which arises out of or is caused by any act or omission of the Grantee, its officers, agents, or employees in connection with or by reason of any work done or omission made by the Grantee, its agents, or employees in the use of the Easement or within the Easement Area.

7. Storage of Materials; Hazardous Materials. The Grantee shall not use the Easement Area for the storage of materials or equipment of any kind. The Grantee shall not cause or permit, any hazardous materials or substances to be transported to, or used, dumped, spilled, released, stored, or deposited on, over or beneath the Easement Area or on the Property.

8. No Third-Party Beneficiaries. The Parties expressly agree that enforcement of the terms and conditions of this Easement, and all rights of action relating to enforcement, shall be strictly reserved to the City and the Grantee, and nothing contained in this Easement shall give or allow any such claim or right of action by any other person on the Easement.

9. Governing Law; Venue. Each and every term, condition, or covenant of this Easement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances,

regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this Easement as if fully set out by this reference. Venue for any action relating to this Easement shall be in the State District Court in the City and County of Denver, Colorado.

10. Successors and Assigns. The provisions of this Easement shall inure to the benefit of and bind the successors and assigns of the parties and all covenants herein shall apply to and run with the land.

11. Authorization. Grantee represents and warrants that the person signing this Easement has hereto have authority to execute and deliver this Easement on behalf of Grantee.

12. Severability. The promises and covenants in this Easement are several in nature. Should any one or more of the provisions of this Easement be judicially adjudged invalid or unenforceable, the judgment shall not affect, impair, or invalidate the remaining provisions of this Easement.

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

14. Notices. All notices under this Easement shall be in writing and shall be personally delivered 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 that may be specified by written notice in accordance with this paragraph:

If to Denver: Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Denver City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202

Director of Real Estate
201 W Colfax Ave, Dept 1010
Denver, CO 80202

If to Grantee:
Paul Andrews, President & CEO
The Western Stock Show Association
4655 Humboldt Street,

Denver, Colorado 80216
E-Mail: pandrews@nationalwestern.com

With copies to:

Thomas J. Ragonetti
Otten Johnson Robinson Neff & Ragonetti PC
950 17th Street, Suite 1600
Denver, Colorado 80202
E-Mail: tjr@ottenjohnson.com

15. Agreement as Complete Integration; Amendment. This Easement is intended as the complete integration of all understandings between the parties. No subsequent notation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendatory or other easement executed by the parties in the same formality as this Easement.

16. Appropriation by City Council. All obligations of the City under and pursuant to this Easement, if any, are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Easement and paid into the Treasury of the City.

17. No Personal Liability. No elected official, director, officer, agent or employee of the City nor any director, officer, employee, or personal representative of Grantee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Easement or because of any breach or because of their execution, approval, or attempted execution of this Easement.

18. Conflict of Interest by City Officers. Grantee represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Easement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected officials or employees.

National Western Center
 Legacy/Livestock Estimated Interface Costs
 Updated 07142023

Item	Description	Reason Required	Estimated Cost to Livestock Center Project	Package	Notes
1	Legacy Club Extension	Request from WSSA to have club level extend out into the Arena space	\$ 1,381,592.82		
	a. Structural and Architectural Design and coordination		\$ 93,098.07	BP#1 and BP#2	Survey Legacy Foundations/Steel If Completed Before Livestock Center (\$1500); BIM Coordination With Legacy Build Allowance (\$15k BP#1); Scaffold Stair For Legacy Club Extension Access Allowance (\$15k BP#2); Misc carpentry required around openings (\$25k, BP#2); Final Clean (\$21k)
	b. Core and Shell Construction		\$ 666,479.83	BP#2	Incl. add'l. building skin for increased roof height, as well as storefront & framing/ drywall around the Legacy Interface Club Extension.
	c. Additional structure		\$ 552,661.00	BP#1	Includes LCE slab and interface framing and metal decking Concrete Cylinders Testing / Reporting; Reinforcing Steel Inspections; Structural Steel Inspection - welding and bolting
	d. Additional Roof height at Arena	Cost included above	\$ -		
	e. Fire Suppression		\$ 27,067.54	BP#2	Incl. sprinkler coverage on the Livestock side of the Legacy Interface. Cost for sprinkler lines under the deck are covered in base bid as the Legacy Interface Club Extension walls go to roof structure.
	f. Electrical		\$ 30,114.78	BP#2	Incl. power distribution, temp lighting, radio DAS.
	g. Fire Alarm		\$ 12,171.60	BP#2	Needed for core & shell construction, but can be dropped if Legacy construction picks up this work and the sequence of construction works to sign off permits with the AHJ.
2	Energy Loop MEP	Shared MEP system for energy loop to be placed at Livestock Center	\$ 1,016,446.40		
	a. Design and coordination				
	b. Shared Chiller Plant Utilities		\$ 1,016,446.40	BP#2	17.7% of chiller plant cost included for Legacy Building. (% based on loads of each building)
	c. Piping to Legacy Building Wall for Plant Connection				
	d. Separate electrical/panels		\$ -		
	e. Meters			BP#2	1 CT Meter to monitor chiller energy usage. Flowmeters and temperature sensors on the Legacy HHW and CHW loops within the chiller plant for required heat measurement tracked by EAS. (2) Flow Meters & (4) Temp. Sensors incl.
3	Fire Doors	Required at all openings between buildings	\$ 79,367.50		
	a. Overhead Doors		\$ 59,867.50	BP#2	(1) 10'h x14'w overhead roll-up door at each Concourse Level connection point (2 total) and (1) 10'h x 7'w overhead roll-up door at Event Level. Keyed lock for each door. Need determination of Event Level doors from WSSA/Authority); Signage
	b. Additional structure		\$ 8,500.00	BP#1	Additional Structural Steel For Framed Openings At Legacy Interface Door Openings
	c. Test & Balance			BP#2	
	d. Electrical / Security / Fire Alarm		\$ 11,000.00	BP#2	Cost to cover security / power needs for 1 overhead door only.
4	Integrated Fire Alarm System	Zoning/Fire Code requirement	\$ 20,000.00		
	a. Additional wiring and programming		\$ 10,000.00	BP#2	Assuming FACP is within Livestock Building & monitors the Legacy Building as well.
	b. BACnet system	TBD if needed (not needed if Legacy system is same as Livestock System)	\$ 10,000.00	BP#2	
5	Foundations and timing of installation		\$ 300,000.00	BP#2	Due to inefficiencies on vertical construction - need to determine install of Livestock skin under the Legacy balcony near the Plaza. There are general inefficiencies that will occur with an early start date by Legacy - these have not been identified yet and only allowances are currently included.
6	Building expansion joint	Not required without Legacy	\$ 156,356.42	BP#2	Expansion joints at vertical building façade and transformer enclosure
7	Plaza on WSSA parcel		\$ 36,738.99	BP#2	Includes allowance for seamless paving at Legacy
	Sub Total (Items 1-7)		\$ 2,990,502.13		
8	Construction Contingency (WT)		\$ 196,176.94		3.96% Design, 2.6% Construction
	Sub Total (Items 1-8)		\$ 3,186,679.07		
9	Design Costs (Populous)		\$ 318,667.91		10%
10	Project Management (WT)		\$ 421,966.55		
	a. GC/GR/Textura/Precon		\$ 288,394.46		Includes GCs (5.35%) , GRs (3.02%), Textura Fees (0.04%), Precon (0.64%)
	b. P&P Bond/Insurance/Fee		\$ 133,572.10		Includes P&P Bond (0.48%), Insurance (Auto, GL, WC - 0.4%) , Fee(2.95%)

11	Project Management (NWCO)		\$ 196,365.68	5%
12	CCD ROICIP		\$ 57,758.56	1.8125%
13	Permit Fees		\$ 2,125.00	SDP (\$9,450, \$500 for <1 ac.), Forestry (\$250 (50/50)), Survey (\$2,500, 50/50), Admin. Mod. (\$250, 100% to Legacy)) (\$12,450 total). Alloted to Legacy \$2,125
	Sub Total		\$ 4,183,562.76	
14	Project Contingency		\$ 478,001.86	15%

Costs based on current 95% CD level documents.

Fire alarm or control systems for Legacy need to match Livestock Center systems-verify due to bidding requirements.

	Sub Total		\$ 4,661,564.62	
	Donor Signage		\$ 258,808.92	
	Donor Signage Contingency		\$ 50,000.00	
	Interface Total		\$ 4,970,373.54	

The following are allowances that have been identified and are INCLUDED within the above estimate.

CSI Description	Amount
1 L01 General Labor Inefficiencies - Allowance	\$ 300,000.00
2 L02 Survey Legacy Foundations/ Steel If Completed Before Livestock Center Allow	\$ 1,500.00
2 L03 BIM Coordination With Legacy Build Allowance	\$ 15,000.00
2 L04 Scaffold Stair For Legacy Club Extension Access Allowance	\$ 30,000.00
5 L05 Additional Structural Steel / Misc Metals For Ceiling Hung Fixtures Allowance	\$ 300,000.00
6 L06 Rough Carpentry Allowance	\$ 25,000.00
7 L07 Metal Panels - Demo/Pop Out for Legacy - Allowance	\$ 50,000.00
7 L08 Metal Panel Wall System Mock-up Allowance	\$ 17,000.00
7 L09 Building Envelope Performance Review Allowance	\$ 2,500.00
7 L10 Installation of Livestock Skin - Inefficiencies - Allowance	\$ 300,000.00
7 L11 Fall Arrest Anchorage Devices - Increased Arena Roof - Allowance	\$ 7,200.00
7 L12 Fire Sealants Buildings Allowance	\$ 40,000.00
7 L13 Expansion Joint - Legacy Transformer enclosure to Livestock Building ALLOWA	\$ 25,000.00
8 L14 Legacy OH Door Coordination Allowance	\$ 8,000.00
8 L15 Overhead Door Mockup Allowance	\$ 2,000.00
8 L16 Allowance - upgrade to Laminated Glass (currently 11' tall)	\$ 20,000.00
9 L17 Floor Leveling Allowance	\$ 3,840.00
10 L18 Code Required/ Way Finding Signage Allowance	\$ 3,000.00
26 L19 Temporary Construction Lighting At Legacy Interface Club Extension Allowanc	\$ 15,000.00
26 L20 Fire Alarm Integration for Legacy Interface to LVC - Allowance	\$ 10,000.00
26 L21 BACnet System / Integration - Allowance	\$ 10,000.00
26 L22 Fire Alarm for Legacy Interface to LVC Double Doors Allowance	\$ 7,500.00
26 L23 Fire Alarm (Legacy Interface Club Extension) Allowance - Code Required for T	\$ 12,171.60
26 L24 Life Safety Distributive Antenna System (DAS) Allowance	\$ 15,114.78
28 L25 Security/ Access Control at Legacy Interface Doors Allowance	\$ 3,500.00
32 L26 Legacy - Standard Gray Concrete, 7" Thick Allowance	\$ 11,738.99
32 L27 Legacy - Plaza Concrete Allowance	\$ 25,000.00

LEGACY INTERFACE

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
01 GENERAL REQUIREMENTS						
ALLOWANCE FOR TESTING/INSPECTIONS	-	allow	\$ -	\$ -		
3rd Party/Special Inspections - site work/soil improvements	-	hrs	\$ -	\$ -		
3rd Party / Special Inspections - Concrete and Masonry	-	hrs	\$ -	\$ -		
Concrete Cylinders Testing / Reporting	5	cylinders	\$ 15.00	\$ 75.00	Slab on deck pour for Legacy Interface Club Extension	1c
Anchor Bolt Installation and Observation	-	hrs	\$ -	\$ -		
Reinforcing Steel Inspections	2	hrs	\$ 70.00	\$ 140.00	Slab on deck pour for Legacy Interface Club Extension	1c
Structural Steel Inspection - welding and bolting	8	hrs	\$ 150.00	\$ 1,200.00	Increased roof height for Legacy Interface Club Extension	1c
L01 General Labor Inefficiencies - Allowance	1	allow	\$ 300,000.00	\$ 300,000.00	Allowance for general labor inefficiencies for all trades working in the area - due to Legacy starting construction earlier than expected	1b
TOTAL - DIV 1				\$ 301,415.00		
02 EXISTING CONDITIONS						
02.00.00 Existing Conditions						
<u>Survey/ Staking</u>						
L02 Survey Legacy Foundations/ Steel If Completed Before Livestock Center Allowance	1	allow	\$ 1,500.00	\$ 1,500.00	Allowance for surveying in the event Legacy is completed before LVC	1a
<u>Pits and Sumps</u>						
Elevator Pits - 1 Bay - Stadium Arena	-	ls	\$ -	\$ -	1 passenger elevator, 1 escalator	
Elevator Pits - Class B Freight Elevator - Stadium Arena	-	ls	\$ -	\$ -		
Loading Dock Lift Pit - Stadium Arena	-	ls	\$ -	\$ -		
Sump Pit -Event Center Arena	-	ls	\$ -	\$ -	2 elevator pits, 1 escalator pit	
-	-	ls	\$ -	\$ -		
<u>Miscellaneous</u>						
House Keeping Pads Allowance	-	ls	\$ -	\$ -		
-	-	ls	\$ -	\$ -		
Stair - Concrete infill	-	ls	\$ -	\$ -		
Stair - Concrete infill	-	ls	\$ -	\$ -		
Miscellaneous Concrete - Allowance for Undefined Items	-	ls	\$ -	\$ -		
-	-	ls	\$ -	\$ -		
-	-	ls	\$ -	\$ -		
03.40.00 Precast Concrete						
Precast Bleacher Units - Event Center Arena	-	ls	\$ -	\$ -	Treads / Risers for arena seating	
Structural Arena Ring Walls - Event Center Arena	-	ls	\$ -	\$ -	8" thick precast wall 11' tall	
Final Construction Clean	4,193	sf	\$ 5.15	\$ 21,598.07	ALPHAGREEN - Cleaning Storefront from Arena Side	1a
L03 BIM Coordination With Legacy Build Allowance	1	allow	\$ 15,000.00	\$ 15,000.00		1a
L04 Scaffold Stair For Legacy Club Extension Access Allowance	1	allow	\$ 30,000.00	\$ 30,000.00	2 month rental	1a
TOTAL - DIV 2				\$ 68,098.07		
03 CONCRETE						
03.30.00 Cast in Place Concrete						
<u>Standard Foundations</u>						
Construction Inefficiencies For Legacy Build First Sequence	-	ls	\$ -	\$ -	Removed due to Arena construction starting before Legacy	6
Foundation Drain @ Perimeter - Event Center Arena	-	lf	\$ -	\$ -	Perimeter of Building	
<u>Slab on Grade</u>						
Slab on Grade - 6" - Event Level	-	sf	\$ -	\$ -	Not included	

LEGACY INTERFACE

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
Slab on Grade - 8" - Arena Floor	-	sf	\$ -	\$ -	- Not included	
Thickened Slab - at interior CMU walls - Event Center Arena	-	cy	\$ -	\$ -	- Not included	
Underslab Drainage System	-	sf	\$ -	\$ -	- Not included	
Spoils Removal Allowance	-	allow	\$ -	\$ -	- Not included	
<u>Walls and Columns</u>						
Concrete Basement / Retaining Walls	-	cy	\$ -	\$ -	- Not included	
<u>Elevated Slabs</u>						
Slab on Deck, rebar reinforcing - Legacy Interface Club Extension into Arena	3,250	sf	\$ 9.29	\$ 30,181.00	slab on deck for legacy extension - ALL-PHASE	1c
<u>Pits and Sumps</u>						
Elevator Pits - 1 Bay - Stadium Arena	-	ea	\$ -	\$ -	- Not included	
Elevator Pits - Class B Freight Elevator - Stadium Arena	-	ea	\$ -	\$ -	- Not included	
Loading Dock Lift Pit - Stadium Arena	-	ea	\$ -	\$ -	- Not included	
Sump Pit -Event Center Arena	-	ea	\$ -	\$ -	- Not included	
<u>Miscellaneous</u>						
House Keeping Pads Allowance	-	allow	\$ -	\$ -	- Not included	
Stair - Concrete infill	-	flts	\$ -	\$ -	- Not included	
Stair - Concrete infill	-	rsr	\$ -	\$ -	- Not included	
Miscellaneous Concrete - Allowance for Undefined Items	-	allow	\$ -	\$ -	- Not included	
03.40.00 Precast Concrete						
Precast Bleacher Units - Event Center Arena	-	sf	\$ -	\$ -	- Not included	
Structural Arena Ring Walls - Event Center Arena	-	sf	\$ -	\$ -	- Not included	
TOTAL - DIV 3				\$ 30,181.00		
04 MASONRY						
04.20.00 Unit Masonry						
Burnished CMU Block - Arena shell	-	sf	\$ -	\$ -	- Burnished CMU block wainscot in lieu of precast concrete - savings of \$35/sf	
CMU Walls - Building Interior Walls and Elevator/Stair Cores - Event Center Arena	-	sf	\$ -	\$ -	-	
04.40.00 Stone Assemblies						
Stone Cladding	-	sf	\$ -	\$ -	- None shown in building skin renderings	
TOTAL - DIV 4				\$ -		
05 METALS						
05.10.00 Structural Metal Framing						
Legacy Interface Framing	21	tons	\$ 8,500.00	\$ 178,815.00	Low roof beams W30x108 - HME	1c
Additional Structural Steel For Framed Openings At Legacy Interface Door Openings	1	ton	\$ 8,500.00	\$ 8,500.00	Framed Openings for doors - HME	3b

LEGACY INTERFACE

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
L05 Additional Structural Steel / Misc Metals For Ceiling Hung Fixtures Allowance	1	allow	\$ 300,000.00	\$ 300,000.00	allowance for upsized or additional steel to handle additional loads	1c
05.30.00 Metal Decking						
Steel Decking - Legacy Interface Club Extension	3,250	sf	\$ 13.00	\$ 42,250.00	HME - 2LV4.5A metal decking for slab - refer to QTO	1c
Steel Decking - Roof	-	sf	\$ 3.75	\$ -	Not included	
Steel Decking - Penthouse Roof	-	sf	\$ 3.00	\$ -	Not included	
05.40.00 Cold Formed Metal Framing						
See Division 9 - Structural Studs	-	SF			Included in Div. 09 - Drywall Framing	
05.50.00 Metal Fabrications						
<u>Miscellaneous Supports, Ladders, Etc</u>						
Brick Relieving Angles		lf	\$ -	\$ -	Not included	
Loose Lintels at Windows - Event Center Arena	-	lf	\$ -	\$ -	Not included	
Metal Ladders - Event Center Arena	-	vlf	\$ -	\$ -	Not included	
Inclined Ships Ladders	-	vlf	\$ -	\$ -	Not included	
Ladders to Roof - Event Center Arena	-	ea	\$ -	\$ -	Not included	
Toilet Partition Steel Allowance	-	allow	\$ -	\$ -	Not included	
Operable Acoustical Panels - OH Support - Event Center Arena	-	lf	\$ -	\$ -	Not included	
TV Monitor Wall Mounts - Event Center Arena	-	ea	\$ -	\$ -	Not included	
Projection Screen - OH Support	-	ea	\$ -	\$ -	Not included	
Projector Mount - OH Support	-	ea	\$ -	\$ -	Not included	
Score Board Framing	-	Tons	\$ -	\$ -	Not included	
Overhead Coiling Door Supports - Event Center Arena	-	lf	\$ -	\$ -	Not included	
Non Bathroom Countertops - UC Support Steel	-	lf	\$ -	\$ -	Not included	
Elevator - Pit Ladder - Event Center Arena	-	ea	\$ -	\$ -	Not included	
Elevator - Sump Pit Cover - Event Center Arena	-	ea	\$ -	\$ -	Not included	
Elevator - OH Hoist Beams - Event Center Arena	-	ea	\$ -	\$ -	Not included	
Elevator - Rail Supports - GWB Shaft Wall - Event Center Arena	-	lf	\$ -	\$ -	Not included	
Elevator - Sill Angles - Event Center Arena	-	ea	\$ -	\$ -	Not included	
Roof Equipment Support / Dunnage Allowance	-	allow	\$ -	\$ -	Not included	
Misc Metals Allowance - Scope to be Designed	-	allow	\$ -	\$ -	Not included	
<u>Egress Stairs and Railings</u>						
Metal Pan Stairs / Landings - Stadium Arena	-	rsr	\$ -	\$ -	Not included	
Pre-Engineered Metal Stair - Stadium Arena	-	rsr	\$ -	\$ -	Not included	
Center Railings - steel handrail, 1/2" pickets, typ.	-	lf	\$ -	\$ -	Not included	
Wall Railings	-	lf	\$ -	\$ -	Not included	
Arena Bowl Aisle Railings - steel handrail, 1/2" pickets, typ. - Event Center Arena	-	lf	\$ -	\$ -	Not included	
Overbuilt Platform Railings - Event Center Arena	-	lf	\$ -	\$ -	Not included	
Arena Bowl Top of Wall 12" Railings - Event Center Arena	-	lf	\$ -	\$ -	Not included	
High Visibility & Non Slip Stair Nosings Allowance	-	ls	\$ -	\$ -	Not included	
<u>Canopies</u>						
Entry Canopy Framing Allowance	-	tons	\$ -	\$ -		
05.70.00 Decorative Metal						
<u>Ornamental Stairs and Railings</u>						
Drink Railing @ Arena Bowl - Event Center Arena	-	lf	\$ -	\$ -	Not included	

LEGACY INTERFACE

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
TOTAL - DIV 5				\$ 529,565.00		
06 WOOD, PLASTICS, AND COMPOSITES						
06.10.00 Rough Carpentry						
L06 Rough Carpentry Allowance	1	allow	\$ 25,000.00	\$ 25,000.00	Misc carpentry required around openings	1a
TOTAL - DIV 6				\$ 25,000.00		
07 THERMAL & MOISTURE PROTECTION						
07.10.00 Dampproofing & Waterproofing						
Sandwich Slab Waterproofing		sf	\$ 8.00	\$ -	None shown	
Waterproofing - Fluid Applied Membrane - Stadium Arena	-	sf	\$ 10.00	\$ -	Foundation Fluid Applied Membrane included in Arena	
Dampproofing at foundation wall - Stadium Arena	-	sf	\$ 3.75	\$ -	None shown	
Vertical Wall Drainage Board	-	sf	\$ 3.50	\$ -	None shown	
Elevator Pit Waterproofing - Stadium Arena	-	ea	\$ 7,500.00	\$ -	None shown	
Geofoam		CY	\$ 150.00	\$ -	None shown	
07.20.00 Thermal Protection/Weather Barriers At Increased Arena Roof Height						
2" Perimeter Horiz & Vert Insulation - Slab on Grade		sf	\$ 2.00	\$ -	None shown	
Exterior Wall Insulation	-	sf	\$ 10.00	\$ -	None shown	1b
Air Barrier Testing		sf	\$ -	\$ -	None shown	
07.40.00 Roofing and Siding Panels At Increased Arena Roof Height						
Metal Panel Screen Wall - Event Center	-	sf	\$ 125.00	\$ -		
Metal Panel Wall - Legacy	3,200	sf	\$ 32.46	\$ 103,866.13	GEN3 - Area of panel added due to increased Legacy roof height	1b
L07 Metal Panels - Demo/Pop Out for Legacy - Allowance	1	allow	\$ 50,000.00	\$ 50,000.00	Allowance - will depend on timing of Legacy installation for coordination	1b
Metal Panel Column Covers		sf	\$ 50.00	\$ -	None shown	
Metal Panel Wall System Testing	-	ls	\$ 2,000.00	\$ -	None shown	
L08 Metal Panel Wall System Mock-up Allowance	1	allow	\$ 17,000.00	\$ 17,000.00	Allowance - Full mock-up per Populous draft design	1b
L09 Building Envelope Performance Review Allowance	1	allow	\$ 2,500.00	\$ 2,500.00	Allowance - To encompass all required Envelope Testing Costs	1b
Metal Panel Escalation (6%)	-	esc	\$ -	\$ -	removed	1b
L10 Installation of Livestock Skin - Inefficiencies - Allowance	1	allow	\$ 300,000.00	\$ 300,000.00	Allowance - for unknown inefficiencies for Livestock skin installation under Legacy balcony at Plaza	6
07.50.00 Membrane Roofing						
TPO Membrane - Stadium Arena	-	sf	\$ 12.50	\$ -	None shown	
Roofing Protection		ls	\$ 25,000.00	\$ -	None shown	
EPDM Membrane		sf	\$ 15.00	\$ -	None shown	
PVC Membrane		sf	\$ 14.00	\$ -	None shown	
Built-up Roofing System		sf	\$ 15.00	\$ -	None shown	
SBS Membrane		sf	\$ 27.00	\$ -	None shown	
Green Roof - Intensively Vegetated Green Roof System	-	sf	\$ 36.00	\$ -	None shown	
Green Roof - Irrigation System	-	sf	\$ 1.50	\$ -	None shown	
07.60.00 Flashing and Sheet Metal						
Flashing/Penetrations		sf	\$ 1.00	\$ -	Carried within each individual scope	

LEGACY INTERFACE

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
07.70.00 Roof and Wall Specialties and Accessories						
Fascia/ Soffit - typ. metal - Increased Arena Roof Height	-	lf	\$ 26.00	\$ -	All fascia shown in Arena tab	1b
Coping - Premanufactured Al Plate		lf	\$ 57.00	\$ -	None shown	
Coping / Closure at Curtainwall		lf	\$ 9.50	\$ -	None shown	
Roof Electronic Leak Detection Grid		sf	\$ 2.00	\$ -	None shown	
Pavers on Adjustable Pedestals - Atrium Roof		sf	\$ 35.00	\$ -	None shown	
Walkway Pads (Precast 2 x 2)		sf	\$ 8.00	\$ -	None shown	
Scuppers		ea	\$ 1,500.00	\$ -	None shown	
Collection Boxes		ea	\$ 1,500.00	\$ -	None shown	
Gutters - Increase From Legacy Water Shed To Arena Roof		lf	\$ 12.00	\$ -	Included in Arena	
Downspouts - Increase From Legacy Water Shed To Arena Roof		lf	\$ 12.00	\$ -	None shown	
L11 Fall Arrest Anchorage Devices - Increased Arena Roof - Allowance	4	allow	\$ 1,800.00	\$ 7,200.00	Allowance - Not shown, but assumed to be included at Raised Roof	1b
Roof Hatches - Event Center	-	ea	\$ 5,000.00	\$ -	None shown	
Roof - Expansion Joints		lf	\$ 100.00	\$ -	None shown	
Roof Curb at Penthouse		lf	\$ 30.00	\$ -	None shown	
Roof Curbs - Skylights		lf	\$ 30.00	\$ -	None shown	
Roof Curbs - Mechanical Eqpt		lf	\$ 45.00	\$ -	included with Mechanical estimate	
07.80.00 Fire and Smoke Protection						
<u>Penetration Fire Stopping</u>						
L12 Fire Sealants Buildings Allowance	1	allow	\$ 40,000.00	\$ 40,000.00	Allowance for fire-rated sealants for Legacy	1b
Fire Safing - Slab edge at Curtainwall		lf	\$ 9.50	\$ -	Included in Division 08	1b
<u>Spray Applied Fireproofing & Intumescent Paint</u>						
Spray Applied Fireproofing - Stadium Arena	3,780	gbsf	\$ 0.94	\$ 3,538.50	ALPHA - Firproofing for required Legacy integration	1b
Intumescent Fireproofing At Increased Structural Steel Height	-	sf	\$ 3.50	\$ -	None shown	1b
07.90.00 Joint Protection						
Interior Architectural Caulking		sf	\$ 0.35	\$ -	Included in other applicable trades	
Exterior Caulking at Dissimilar Materials		sf	\$ 0.60	\$ -	Included in other applicable trades	7
Expansion Joints - Vertical Building Façade - 8" Joint - Stadium Arena	1	ls	\$ 127,516.42	\$ 127,516.42	ALPHA - Expansion joints for face	7
Expansion Joints - Horizontal Building Façade - 8" Joint - Stadium Arena		lf	\$ 150.00	\$ -	included above	7
Expansion Joints - Interior Floors, Walls, Ceilings - 8" Joint		lf	\$ 98.08	\$ -	included above	7
L13 Expansion Joint - Legacy Transformer enclosure to Livestock Building ALLOWANCE	1	allow	\$ 25,000.00	\$ 25,000.00	Allowance - Populous Sketch	7
TOTAL - DIV 7				\$ 676,621.05		

08 OPENINGS

08.10.00 Doors and Frames						
<u>Exterior Doors</u>						
HM / HM - Single - 3'0" w x 7' h - Stadium Arena	-	ea	\$ 3,000.00	\$ -	No HM Doors/Frames required at Arena side of Legacy Interface	
HM / HM - Double - 6'0" w x 7' h - Stadium Arena	-	ea	\$ 6,900.00	\$ -	No HM Doors/Frames required at Arena side of Legacy Interface	
Premium for Fire Rating	-	ea	\$ 200.00	\$ -	No Doors/Frames required at Arena side of Legacy Interface	
Card Readers		ea	\$ 1,500.00	\$ -	No Doors/Frames required at Arena side of Legacy Interface	

LEGACY INTERFACE

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
<u>Interior Doors</u>						
HM/HM Frame - Single - 3'0" x 7'0" - Stadium Arena	-	ea	\$ 2,200.00	\$ -	No HM Doors/Frames required at Arena side of Legacy Interface	3a
HM/HM Frame - Double - 6'0" x 7'0" - Stadium Arena	-	pr	\$ 6,000.00	\$ -	No HM Doors/Frames required at Arena side of Legacy Interface	3a
HM/HM Frame - Double - 8'0" x 8'0"		pr	\$ 2,600.00	\$ -	No HM Doors/Frames required at Arena side of Legacy Interface	3a
HM/HM Door Installation - Stadium Arena	-	leaf	\$ 265.00	\$ -	No HM Doors/Frames required at Arena side of Legacy Interface	3a
<u>Specialty Hardware</u>						
Card Readers		ea	\$ 1,500.00	\$ -	No Doors/Frames required at Arena side of Legacy Interface	3a
08.30.00 Specialty Doors and Frames						
<u>Smoke and Fire Curtains</u>						
Vertical Fire and Smoke Curtain	-	sf	\$ 125.00	\$ -	None shown	3a
<u>Overhead Coiling Doors</u>						
Exterior Overhead Garage Door - 12'6" x 9'		ea	\$ 4,000.00	\$ -	None shown	3a
Exterior Overhead Dock Doors - 8' x 10'	-	ea	\$ 6,000.00	\$ -	None shown	3a
Exterior Overhead Doors - 14' x 12'	-	ea	\$ 9,000.00	\$ -	None shown	3a
Exterior Overhead Doors - 12' x 12'	-	ea	\$ 8,000.00	\$ -	None shown	3a
Interior Overhead Doors - 8'6" x 12'	-	ea	\$ 2,500.00	\$ -	None shown	3a
Interior Overhead Doors - 10'6" x 12'	-	ea	\$ 2,750.00	\$ -	None shown	3a
Interior Overhead Doors	3	ea	\$ 15,622.50	\$ 46,867.50	MINER LTD. - Overhead doors between Legacy and LVC Arena	3a
Interior Overhead Doors - 7'x10'		ea	\$ 14,600.00		None shown	3a
Interior Overhead Doors - 8'x10'	-	ea	\$ 10,500.00	\$ -	None shown	3a
Interior Overhead Doors - 10'x10'	-	ea	\$ 17,800.00	\$ -	None shown	3a
Interior Overhead Doors - 14'x10'		ea	\$ 19,000.00		None shown	3a
L14 Legacy OH Door Coordination Allowance	1	allow	\$ 8,000.00	\$ 8,000.00	Allowance for overhead door coordination	3a
L15 Overhead Door Mockup Allowance	1	allow	\$ 2,000.00	\$ 2,000.00	Allowance for Overhead Door mockup	3a
<u>Access Panels</u>						
Access Panels Allowance	-	ea	\$ 250.00	\$ -		3a
08.40.00 Entrances, Storefronts, and Curtainwalls						
<u>Exterior Storefront Doors</u>						
Single Glass Door/Alum Frame 3'6" x 7'0"	-	ea	\$ 7,700.00	\$ -	None shown	1b
<u>Interior Storefront Doors</u>						
Single Glass Door/Alum Frame 3'0" x 10'0"	-	ea	\$ 7,700.00	\$ -	None shown	1b
Interior Storefront - shown as 11' on the plans	1,788	sf	\$ 42.96	\$ 76,817.60	HALL ALUMINUM PRODUCTS - Legacy Interface Club Extension Perimeter	1b
L16 Allowance - upgrade to Laminated Glass (currently 11' tall)	1	allow	\$ 20,000.00	\$ 20,000.00	allowance to include glass as laminated	1b
Interior Frameless Glass Doors - Single	-	ea	\$ 3,750.00	\$ -	Not Included	1b
Premium - Full Glass Fire-Rated Doors	-	ea	\$ 1,800.00	\$ -	Not Included	1b
Storefront Escalation (5%)	-	esc	\$ -	\$ -	removed	1b

Specialty Hardware

LEGACY INTERFACE

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
Auto Operators -	-	ea	\$ 6,500.00	\$ -	None shown	
Card Readers	-	ea	\$ 1,500.00	\$ -	In Division 28A	
<u>Exterior Curtainwall / Storefront / Window Systems</u>						
Steel Framed Storefront (SF-3)		sf	\$ 95.00	\$ -		
Curtainwall - Prefinished Aluminum Framed Curtainwall (CW-1)	-	sf	\$ 117.00	\$ -	Not included	
Aluminum Sunshade System (CW-3) -	-	lf	\$ 215.00	\$ -	Not included	
08.50.00 Windows and Glass						
<u>Exterior Windows</u>						
Aluminum Windows - 8'x8' (SF-1)	-	sf	\$ 85.00	\$ -	None shown	
Aluminum Windows - 2'6"x12' (SF-1)	-	sf	\$ 85.00	\$ -	None shown	
<u>Interior Glass and Glazing</u>						
Interior Glazing - Windows - 4' 6" high		sf	\$ 45.00	\$ -	None shown	
Interior Glazing - Storefront		sf	\$ 55.00	\$ -	None shown	
Interior Glazing - Sidelights		sf	\$ 45.00	\$ -	None shown	
Interior Glazing - Transoms		sf	\$ 45.00	\$ -	None shown	
Interior Glazing - Premium for Fire Rated Glass		sf	\$ 200.00	\$ -	None shown	
Interior Storefront - Entry Vestibule		sf	\$ 55.00	\$ -	None shown	
Door Sidelite		ea	\$ 300.00	\$ -	None shown	
Pass Through Windows		sf	\$ 45.00	\$ -	None shown	
Decorative laminated glass accent walls - See Comment		sf	\$ 65.00	\$ -	None shown	
Mirrors - Frameless		sf	\$ 18.00	\$ -	None shown	
Interior Glazing Allowance - Stadium Arena	-	LS	\$ 50,000.00	\$ -	None shown	
Deferred Submittal / Delegated Design Allowance - Stadium Arena	-	LS	\$ 50,000.00	\$ -	None shown	
08.60.00 Skylights						
Skylights - Sloped Glazing Assembly		sf	\$ 125.00	\$ -	None shown	
08.90.00 Louvers and Vents						
Louvers - Prefinished Aluminum to Match Metal Panels	-	sf	\$ 93.00	\$ -	None shown	
TOTAL - DIV 8				\$ 153,685.10		

09 FINISHES

09.20.00 Plaster and Gypsum Board						
<u>Exterior Wall Assemblies</u>						
GWB Allowance	-	sf allow	\$ 7.00	\$ -	Not included	
Densglass Wall Assembly - Allowance	-	allow	\$ 17.47	\$ -	Not included	1b
Gyp wrap columns - 2HR Rated	-	sf	\$ -	\$ -	677 sf Removed from Estimate	1b
<u>Interior GWB Wall Assemblies</u>						
GWB Allowance	-	sf allow	\$ 7.00	\$ -	Per HEGGEMS proposal	
GWB - Double sided		sf	\$ 6.50	\$ -	Not Included	
GWB - Double sided, Corridor		sf	\$ 10.00	\$ -	Not Included	

LEGACY INTERFACE

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
GWB - Double sided, Offset Stud	2,664	sf	\$ 10.46	\$ 27,865.10	HEGGEM - Fire Rated 3 5/8" offset studs w/ 6" stud, 1 layer 5/8" GWB each side, acoustic insulation - Header and sidewall to deck for storefront at Legacy Interface Club Extension Level 4 finish on all both sides per specifications. Includes Snorkel Lift and inefficiencies for drywall sheathing and finishing from Arena slab level. Scaffold on Legacy side up to 21 feet for finishing interior.	1b
GWB - Double sided, Corridor, STC 50	-	sf	\$ 11.00	\$ -	Interior finish to be by Legacy	
GWB - Double sided, STC 55, Moisture Resistant - Event Center	-	sf	\$ 13.00	\$ -	Interior finish to be by Legacy	
GWB - Double sided, Corridor, STC 55, Moisture Resistant	-	sf	\$ 12.00	\$ -	Interior finish to be by Legacy	
GWB - Furred Partition, Corridor	-	sf	\$ 5.25	\$ -	Interior finish to be by Legacy	
Premium for Level 5 Finish	-	sf	\$ 1.50	\$ -	Interior finish to be by Legacy	
Premium for Abuse Resistant	-	sf	\$ 0.60	\$ -	Interior finish to be by Legacy	
Premium for Impact Resistant	-	sf	\$ 0.75	\$ -	Interior finish to be by Legacy	
<u>Interior GWB Ceiling Assemblies</u>						
GWB Ceilings - 2 Hour Rated	-	sf	\$ 11.00	\$ -	No Ceiling in Permit Set	
GWB Ceilings - Moisture Resistant - Stadium Arena	-	sf	\$ 9.00	\$ -	Interior finish to be by Legacy	
Acoustical Ceiling Panels - Moisture Resistant - Stadium Arena	-	sf	\$ 10.00	\$ -	Interior finish to be by Legacy	
GWB Ceilings w/ Plywood - Stadium Arena	-	SF	\$ 23.00	\$ -	Interior finish to be by Legacy	
GWB Ceilings - Moisture & Mold Resistant	-	sf	\$ 9.00	\$ -	Interior finish to be by Legacy	
09.30.00 Tiling						
<u>Porcelain Tile</u>						
Porcelain Tile - Floor	-	sf	\$ 15.00	\$ -	Interior finish to be by Legacy	
Porcelain Tile - Wall	-	sf	\$ 15.00	\$ -	Interior finish to be by Legacy	
Porcelain Tile - Base	-	lf	\$ 10.00	\$ -	Interior finish to be by Legacy	
<u>Ceramic Tile</u>						
Ceramic Tile - Floor	-	sf	\$ 14.00	\$ -	Interior finish to be by Legacy	
Ceramic Tile - Wall	-	sf	\$ 12.00	\$ -	Interior finish to be by Legacy	
Ceramic Tile - Base	-	lf	\$ 12.00	\$ -	Interior finish to be by Legacy	
<u>Stone Tile</u>						
Natural Stone Floor		sf	\$ 28.00	\$ -	Interior finish to be by Legacy	
Natural Stone Base		lf	\$ 25.00	\$ -	Interior finish to be by Legacy	
<u>Quarry Tile</u>						
Quarry Tile Floor		sf	\$ 18.00	\$ -	Interior finish to be by Legacy	
Quarry Tile Base		lf	\$ 16.00	\$ -	Interior finish to be by Legacy	
<u>Misc. Tile Work</u>						
Waterproofing Membrane - fleece polyethylene grid		sf	\$ 6.50	\$ -	Interior finish to be by Legacy	
Anti-Fracture Membrane		sf	\$ 5.00	\$ -	Interior finish to be by Legacy	
Sealer for Natural Stone Tile		sf	\$ 0.90	\$ -	Interior finish to be by Legacy	
09.50.00 Ceilings						
<u>Acoustical Panel Ceilings</u>						
ACT Ceilings	-	sf	\$ 6.00	\$ -	Interior finish to be by Legacy	
Wood Veneer Acoustic Panels		sf	\$ 42.00	\$ -	Interior finish to be by Legacy	
Acoustic Ceiling Tile Backstock Allowance	-	allow	\$ 10,000.00	\$ -	Interior finish to be by Legacy	

LEGACY INTERFACE

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
Acoustical Ceiling / Wall Panels	-	allow	\$ 750,000.00	\$ -	Interior finish to be by Legacy	
09.60.00 Flooring						
<u>Resilient Flooring, Base and Accessories</u>						
L17 Floor Leveling Allowance	1,920	Allow	\$ 2.00	\$ 3,840.00	Allowance for Floor Leveling at Expansion Joints	7
09.90.00 Painting and Coating						
<u>Exterior Façade Painting</u>						
Exterior Painted Finishes	-	allow	\$ 35,000.00	\$ -	Not Included - To be factory finished Metal Panels	
<u>Interior Painting</u>						
Painted GWB Walls	-	sf	\$ 1.35	\$ -	Interior finish to be by Legacy	
Painted CMU Walls	-	sf	\$ 1.10	\$ -	Interior finish to be by Legacy	
Painted GWB Ceilings	-	sf	\$ 0.80	\$ -	Interior finish to be by Legacy	
Painted Exposed Ceilings	-	sf	\$ 1.75	\$ -	Interior finish to be by Legacy	
Painted Exposed Ceilings - Epoxy	-	sf	\$ 6.00	\$ -	Interior finish to be by Legacy	
Paint - GWB bulkhead	-	sf	\$ 0.90	\$ -	Interior finish to be by Legacy	
Paint / Stain Door & Frame	-	ea	\$ 65.00	\$ -	Interior finish to be by Legacy	
Paint Stairs / Stair Railings	-	flts	\$ 850.00	\$ -	Interior finish to be by Legacy	
Paint Structural Steel	-	sf	\$ -	\$ -	Interior finish to be by Legacy	
Structural Deck Top Coat	-	sf	\$ -	\$ -	Interior finish to be by Legacy	
Acoustical Coating - K-13	3,443	sf	\$ 5.14	\$ 17,692.50	ALPHA	1b
TOTAL - DIV 9				\$ 49,397.60		

10 SPECIALTIES						
10.10.00 Information Specialties						
<u>Directories</u>						
Directory, wall mounted	-	ea	\$ 2,500.00	\$ -	Not included	
Directory, freestanding		ea	\$	\$ -	Not included	
<u>Signage</u>						
L18 Code Required/ Way Finding Signage Allowance	1	allow	\$ 3,000.00	\$ 3,000.00	Undefined Code Required Signage Allowance	3a
Wayfinding Interior Signage	-	ls	\$ 2,500.00	\$ -		
TOTAL - DIV 10				\$ 3,000.00		

11 EQUIPMENT						
11.10.00 Vehicle and Pedestrian Equipment						
Loading Dock Equipment						
Dock Levelers	-	ea	\$ 6,500.00	\$ -		
Lift at Loading Dock - 6 x 8 Scissor Lift	-	ea	\$ 15,000.00	\$ -		
Dock Bumpers	-	set	\$ 500.00	\$ -		
Dock Truck Seal	-	ea	\$ 1,800.00	\$ -		
11.20.00 Commercial Equipment						
Trash Compactor					Assumed to be furnished and installed by owner	

LEGACY INTERFACE

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
11.30.00 Residential Equipment						
Refrigerator		ea	\$ 1,200.00	\$ -	Assuming to be provided by the owner	
Microwave		ea	\$ 400.00	\$ -	Assuming to be provided by the owner	
Washer		ea	\$ 2,000.00	\$ -	Assuming to be provided by the owner	
Dryer		ea	\$ 2,000.00	\$ -	Assuming to be provided by the owner	
Range		ea	\$ 3,000.00	\$ -	Assuming to be provided by the owner	
11.40.00 Foodservice Equipment (Concession Requirements)						
Concession per sf (Items below)		sf allow			Assuming to be provided by the owner	
Prep Table		ea			Assuming to be provided by the owner	
Range Hood		ea			Included in Division 23	
Fryers		ea			Assuming to be provided by the owner	
Hot/Cold Boxes		ea			Assuming to be provided by the owner	
Walk In Fridge and Freezer Allowance		ea	\$ 35,000.00	\$ -	Removed - to be by FFE	
Keg Cooler		ea			Assuming to be provided by the owner	
Impinger		ea			Assuming to be provided by the owner	
Wash Sinks		ea			Assuming to be provided by the owner	
Soda Fountains		ea			Assuming to be provided by the owner	
11.50.00 Educational and Scientific Equipment						
<u>AV Equipment</u>						
TV Monitors - Stadium Arena	-	ea	\$ 1,250.00	\$ -	20 televisions in concourse, restaurants, and Display areas assumed based on SF reduction. 30 Televisions in Suites	
Arena Monitor - 4 Sided Jumbotron	-	ls	\$ 1,000,000.00	\$ -	Carried in Division 27	
AV Eqpt - Projectors		ea	\$ 3,500.00	\$ -	Not Included	
TOTAL - DIV 11				\$ -		
12 FURNISHINGS						
12.20.00 Window Treatments						
Window Treatment - Motorized Shades		sf	\$ 20.00	\$ -	Control wiring included, window coverings are not Included	
TOTAL - DIV 12				\$ -		
13 SPECIAL CONSTRUCTION						
13.10.00 Special Facility Components						
Premanufactured Metal Building - Stadium Arena	-	sf	\$ 46.50	\$ -	N/A This portion of the building now conventionally steel framed	
Snow Guard	-	lf	\$ 25.00	\$ -		
Faux Steel Exterior (Red) elements - Entrance, Arena	-	allow	\$ 100,000.00	\$ -		
TOTAL - DIV 13				\$ -		
14 CONVEYING SYSTEMS						
14.20.00 Elevators						
Elevators - Passenger	-	stops	\$ 65,000.00	\$ -	3,500lb, hydraulic 200 speed - 2 elevator	

LEGACY INTERFACE

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
Elevators - Service	-	ea	\$ 550,000.00	\$ -	18,000Lb capacity, double sided doors, 2 stops/landings. Platform 15' x 25'. Includes operator for construction use.	
Cab Finishes - Passenger - Stainless Steel - Allowance	-	allow	\$ 10,000.00	\$ -		
Cab Finishes - Service - Stainless Steel - Allowance	-	allow	\$ 12,500.00	\$ -	Diamond plate included with base bid	
				\$ -	Included Above	
14.30.00 Escalators and Moving Walks Allowance						
Escalator Allowance - Event Center Arena	-	EA	\$ 125,000.00	\$ -	Double 21' Rise Escalator. Multi-directional.	
14.90.00 Other Conveying Equipment						
Trash Chutes	-	lf	\$ 250.00	\$ -	removed	
TOTAL - DIV 14				\$ -		
21 FIRE SUPPRESSION						
Sprinklers						
Fire Suppression for Legacy Interface Club Extension	1	ls	\$ 27,067.54	\$ 27,067.54	Cost provided by Western States. Incl. sprinkler coverage on the Livestock side of the Legacy Interface per drawings. Cost for sprinkler lines under the deck are covered in base bid as the Legacy Interface Club Extension walls go to roof structure.	1e
TOTAL - DIV 21				\$ 27,067.54		
22 PLUMBING						
Plumbing						
Legacy Interface Club Extension - Plumbing Cost	-	sf	\$ -	\$ -	None included - Assumed to be completed by Legacy construction if needed.	
TOTAL - DIV 22				\$ -		
23 HVAC						
HVAC						
Ductwork Distribution for Legacy Club Extension	-	sf	\$ 12.00	\$ -	Not incl. upsizing of current AHU's.	
Fire / Smoke Damper for Separation Wall Penetration	-	ls	\$ 2,725.00	\$ -	Not required - No ductwork penetrations.	
Livestock Building / Legacy Building Chiller Plant	1	ls	\$ 560,499.33	\$ 560,499.33	Credit for 17.7% of Chiller Plant HVAC Cost	2a
					Total Mech. Plant Cost (HVAC and TAB)= \$5,593,203.00 see below for controls	
Livestock Building / Legacy Building Chiller Plant - equipment only	1	ls	\$ 429,497.70	\$ 429,497.70		2a
Legacy Building CHW / HHW Loop Metering	1	ls	\$ -	\$ -	Removed - included in total cost	2e
HVAC Escalation - 4%	-	esc	\$ 22,419.97	\$ -	removed	2a
Temperature Controls						
Legacy Interface Club Extension (BMS Controls)	1	ls	\$ 26,449.37	\$ 26,449.37	Cost provided by ESCO. Included Legacy Interface controls portion of Chiller Plant	2a
TAB						
Test & Balance (Legacy Interface Club Extension)	-	allow	\$ -	\$ -	Removed - Legacy Interface Club Extension is assumed to be sealed off from the Arena space. No operable windows.	1g

LEGACY INTERFACE

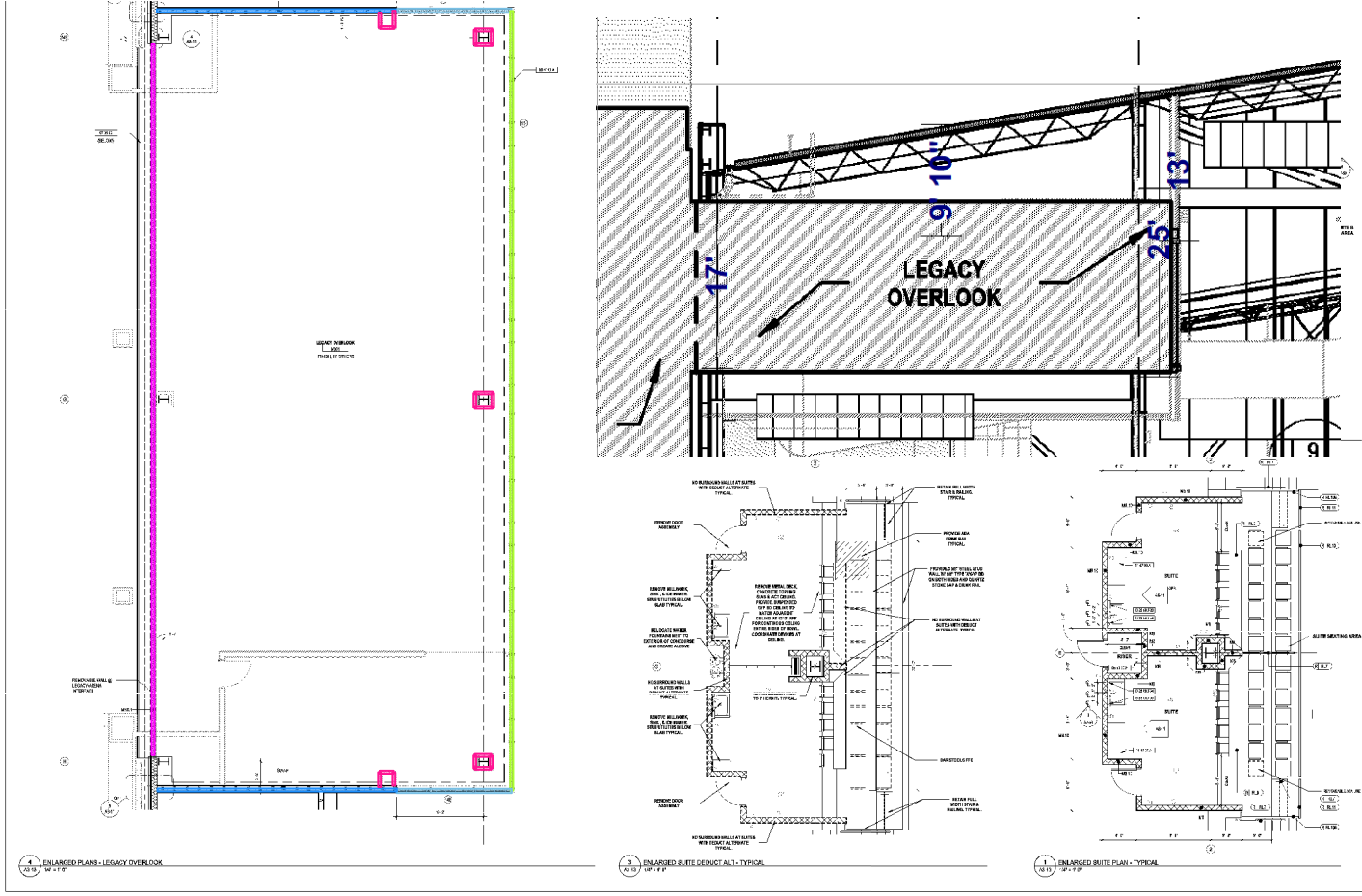
DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
TOTAL - DIV 23				\$ 1,016,446.40		
26 ELECTRICAL						
Electrical						
Power Supply At Legacy Interface Club Extension	-	sf	\$ -	\$ -	Removing power distribution costs per discussions with Populous - Legacy team to provide power distribution.	1f
Legacy Interface Electrical Meter & Disconnect	-	ls	\$ 10,500.00	\$ -	1 CT Meter to monitor chiller energy usage.	2e
Legacy Interface to LVC - Doors	-	ls	\$ 2,500.00	\$ -	1 overhead door only included	3d
Lighting & Lighting Control						
L19 Temporary Construction Lighting At Legacy Interface Club Extension Allowance	1	allow	\$ 15,000.00	\$ 15,000.00	Temporary Construction Lighting Allowance	1f
Fire Alarm						
Fire Door Integration/ Alarming (Legacy Interface Club Extension)	-	ea	\$ -	\$ -	Removed - SDs shown full storefront wrapping around balcony	1g
L20 Fire Alarm Integration for Legacy Interface to LVC - Allowance	1	allow	\$ 10,000.00	\$ 10,000.00		4a
L21 BACnet System / Integration - Allowance	1	allow	\$ 10,000.00	\$ 10,000.00		4b
L22 Fire Alarm for Legacy Interface to LVC Double Doors Allowance	1	allow	\$ 7,500.00	\$ 7,500.00	1 overhead door only included	3d
L23 Fire Alarm (Legacy Interface Club Extension) Allowance - Code Required for TCO	3,780	allow	\$ 3.22	\$ 12,171.60	Needed for core & shell construction, but can be dropped if Legacy construction picks up this work and the sequence of construction works to sign off permits with the AHJ.	1g
Electrical Escalation - 4%	-	esc	\$ 2,186.86	\$ -	removed	1f
Distributive Antenna System (DAS)						
L24 Life Safety Distributive Antenna System (DAS) Allowance	3,780	allow	\$ 4.00	\$ 15,114.78	Potential additional antenna at Legacy Interface Club Extension due to the platform obstruction to radio waves.	1f
TOTAL - DIV 26				\$ 69,786.38		
27 COMMUNICATIONS						
Communications						
Legacy Interface Club Extension	-	sf	\$ -	\$ -	Removed - Assumed to be completed by Legacy construction.	1f
Communications Rough-in	-	sf	\$ -	\$ -	Removed - Assumed to be completed by Legacy construction.	1f
Distributive Antenna System (DAS)						
Life Safety Distributive Antenna System (DAS) Allowance		allow	\$ -	\$ -	Moved to 26A, as this is Life Safety DAS and the 26A subcontractor will be installing.	1f
Audio/Visual & Broadcast						
Additional Speakers/ TVs At Legacy Interface Club Extension	-	allow	\$ -	\$ -	Removed - Assumed to be completed by Legacy construction.	1f
TOTAL - DIV 27				\$ -		

LEGACY INTERFACE

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
28 ELECTRONIC SAFETY & SECURITY						
Electronic Safety and Security						
Security/ Access Control at Legacy Interface Club Extension	-	sf	\$ -	\$ -	Removed - There are no doors shown to separate the Legacy Interface Club Extension from the rest of the Legacy building.	1f
L25 Security/ Access Control at Legacy Interface Doors Allowance	1	allow	\$ 3,500.00	\$ 3,500.00	Pricing incl. entry card reader, door contact for monitoring status / door position. 1 overhead door only included	3d
TOTAL - DIV 28				\$ 3,500.00		
31 GROUND IMPROVEMENT/EARTHWORK						
Ground Improvement/Earthwork						
Modified 'Pad Ready' Site Allowance	-	ls	\$ 200,000.00	\$ -	All Legacy earthwork included within LVC estimate	
Aggregate Pier Elements - SOG	-	sf	\$ 4.20	\$ -	All Legacy earthwork included within LVC estimate	
Aggregate Pier Elements - Columns	-	lf	\$ 26.00	\$ -	All Legacy earthwork included within LVC estimate	
Deferred Submittal Allowance	-	allow	\$ 10,000.00	\$ -	All Legacy earthwork included within LVC estimate	
Aggregate Pier Mobilization	-	ea	\$ 30,000.00	\$ -	All Legacy earthwork included within LVC estimate	
Earthwork						
<u>Excavation - Mass Site Operation</u>						
Topsoil Strip and Stockpile	-	cy	\$ 5.00	\$ -	All Legacy earthwork included within LVC estimate	
Re-spread Topsoil at green space	-	cy	\$ 7.00	\$ -	All Legacy earthwork included within LVC estimate	
Structural Backfill and Compaction	-	cy	\$ 14.50	\$ -	All Legacy earthwork included within LVC estimate	
Structural Excavation	-	cy	\$ 8.00	\$ -	All Legacy earthwork included within LVC estimate	
Excavation for Shoring	-	cy	\$ 20.00	\$ -	All Legacy earthwork included within LVC estimate	
Structural Excavation/Backfill - Elevator Pits and Stairs	-	ea	\$ 4,000.00	\$ -	All Legacy earthwork included within LVC estimate	
Place Fill	-	cy	\$ 3.50	\$ -	All Legacy earthwork included within LVC estimate	
Bulk Import	-	tons	\$ 10.00	\$ -	All Legacy earthwork included within LVC estimate	
Bulk Import - Credit	-	tons	\$ (10.00)	\$ -	All Legacy earthwork included within LVC estimate	
Aggregate Base Course SOG - Import, Place and Compact	-	tons	\$ 25.10	\$ -	All Legacy earthwork included within LVC estimate	
Bulk Export	-	cy	\$ 21.50	\$ -	All Legacy earthwork included within LVC estimate	
Site Rough Grade	-	sf	\$ 0.27	\$ -	All Legacy earthwork included within LVC estimate	
Rock Excavation and Removal	-	cy	\$ 80.00	\$ -	All Legacy earthwork included within LVC estimate	
Sediment Basin Relocation Allowance	-	allow	\$ 50,000.00	\$ -	All Legacy earthwork included within LVC estimate	
TOTAL - DIV 31				\$ -		

LEGACY INTERFACE

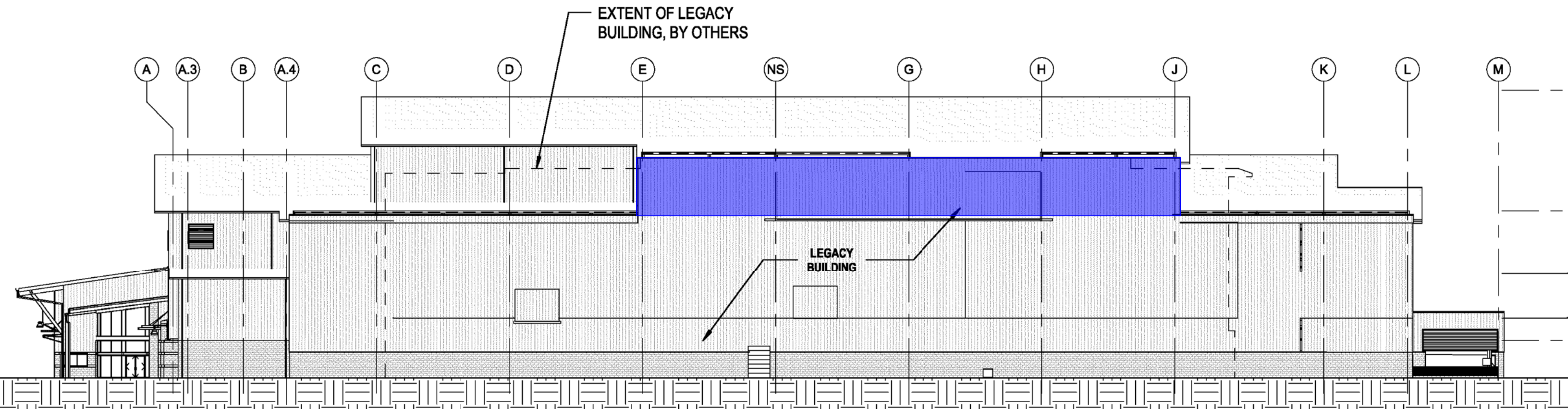
DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	COMMENTS	ITEM #
32 EXTERIOR IMPROVEMENTS						
Paving						
Additional Parking Spaces for Legacy on Livestock Center Parcel	-	ls	\$	-	Currently no parking spaces included.	
L26 Legacy - Standard Gray Concrete, 7" Thick Allowance	590	allow	\$	19.90	portion of Plaza within Legacy LOW	8
L27 Legacy - Plaza Concrete Allowance	1	allow	\$	25,000.00	Allowance per NWCO	8
TOTAL - DIV 32				\$	36,738.99	
33 SITE UTILITIES/EARTHWORK						
Utilities						
Increase If Water Supply/ Sanitary Mains Are Shared	-	ls	\$	-	No utilities required for Legacy scope of work	
TOTAL - DIV 33				\$	-	
TOTAL LEGACY INTERFACE				\$	2,990,502.13	



■ Legacy Column Wraps (Assume 21' average)	32 LF	677 SF	removed from estimate
■ Legacy Exterior Removable Wall MS6.1 (15' tall)	83 LF	1,745 SF	included as an allowance
■ Legacy Walls Above Storefront (Sloped) Assume 11'5"	27 LF	305 SF	
■ Legacy Walls Above Storefront 13' HO Storefront to Deck	91 LF	1,185 SF	
■ Legacy Walls Full Height (Assume 21' average)	56 LF	1,174 SF	

LEGACY	STOREFRONT GYP HEADER/FRAMING AT LEGACY INTERFACE	27,865.10
	REMOVEABLE WALL AT LEGACY	
	GYP WRAP COLUMNS	
ADD:	PREFABRICATED WALL AT INTERFACE (ALT. FOR REMOVEABLE WALL)	

09 FINISHES						
09.20.00 Plaster and Gypsum Board						
Exterior Wall Assemblies						
Densglass Wall Assembly - Allowance	-	allow	\$	17.47	\$ -	- 6" stud w/ 58" Densglass 1 side Batt Insulation between studs - Allowance if Legacy is not constructed in time. 677 sf Removed from Estimate
Gyp wrap columns - 2HR Rated	-	sf	\$	-	\$	
Interior GWB Wall Assemblies						
GWB - Double sided, Offset Stud	2,664	sf	\$	10.46	\$	27,865.10 HEGGEN - Fire Rated 3 9/8" offset studs w/ 6" stud, 11layer 58" GWB each side, acoustic insulation - Header and sidewall to deck for storefront at Legacy Interface Club Extension Level 4 finish on all both sides per specifications. Includes Snorkel Lift and inefficiencies for drywall sheathing and finishing from Arena slab level. Scaffold on Legacy side up to 21 feet for finishing interior.
Premium for Impact Resistant		sf	\$	0.75	\$	- Not Included
Interior GWB Ceiling Assemblies						
GWB Ceilings - 2 Hour Rated	-	sf	\$	11.00	\$	- No Ceiling in Permit Set

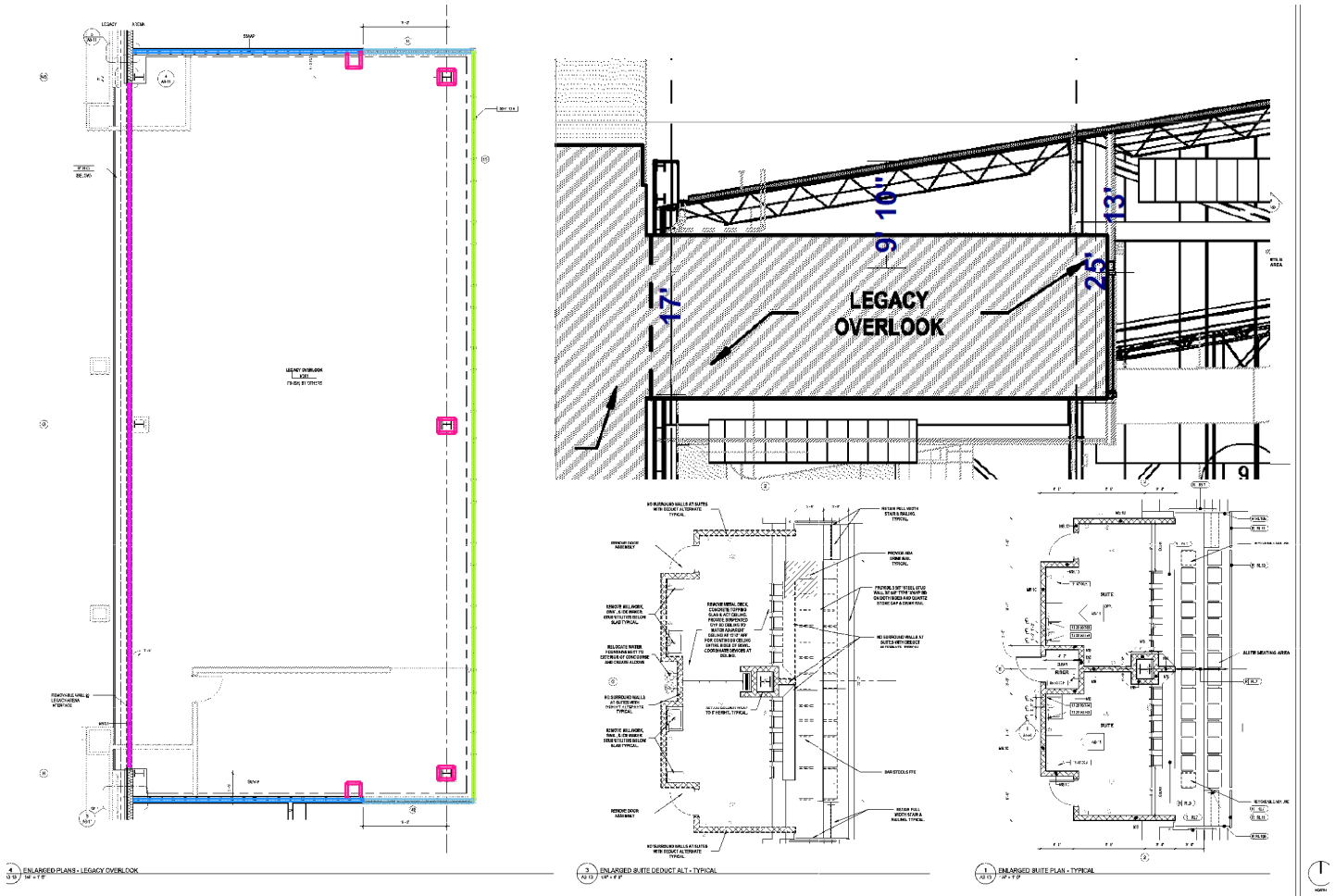


1 OVERALL WEST
1" = 30'-0"

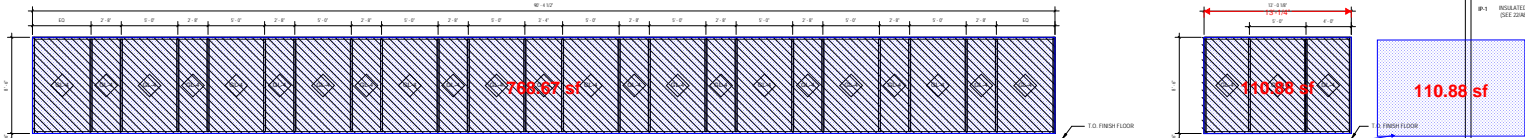
0' 7.5'

Takeoff Tab

No.	Name	Height	Area	Quantity1 UOM1	Quantity2 UOM2	Quantity3 UOM3
Metal Panels						
21	Legacy	0"	(unassigned)	3,200 SF	0	0



Legacy Walls Above Storefront (Sloped) Assume 11'5"	27 LF	305 SF
Legacy Walls Above Storefront 13' HO Storefront to Deck	91 LF	1,185 SF
Legacy Walls Full Height (Assume 21' average)	56 LF	1,174 SF



15 WINDOW 15 - ALUMINUM STOREFRONT

14 WINDOW 14 - ALUMINUM STOREFRONT

Total Storefront of Legacy to be cleaned from Arena Side: 990 sf

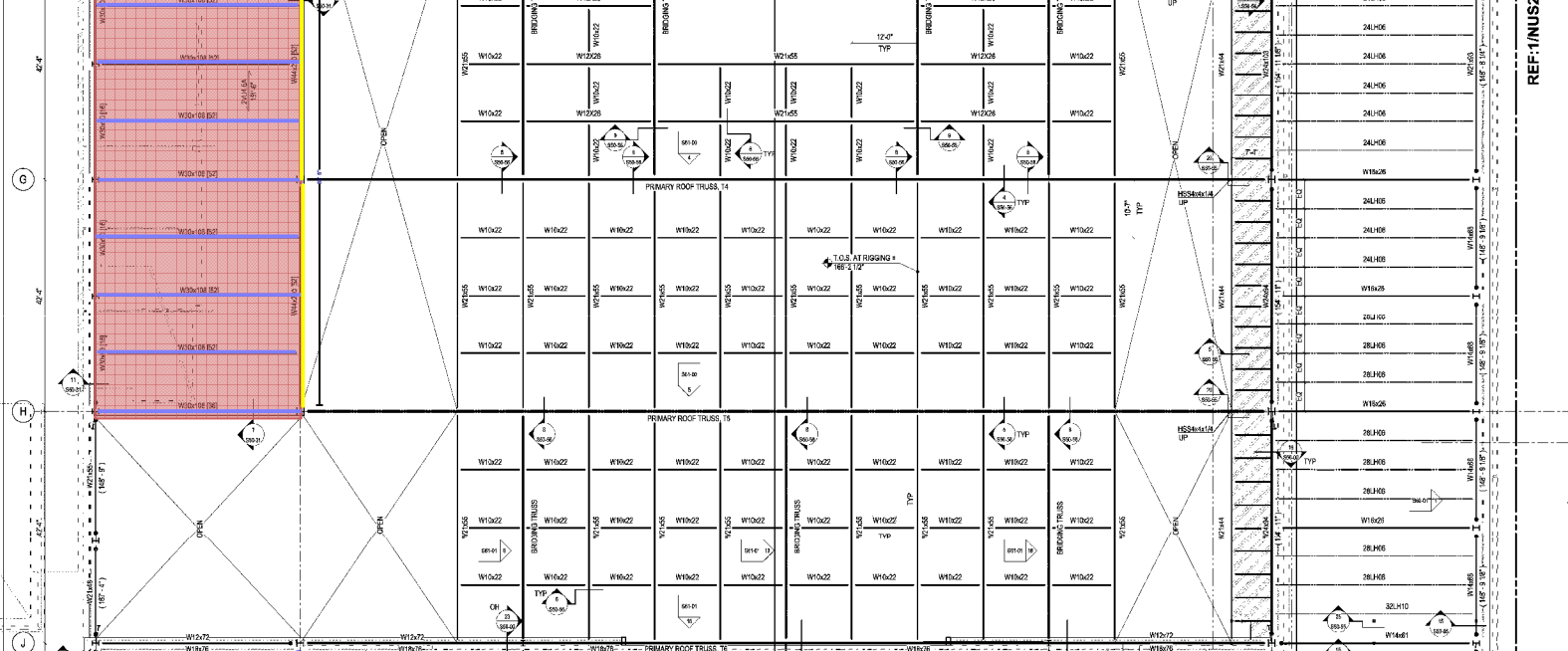
LEGACY INTERFACE	WINDOW CLEANING	
		\$4,719
	EQUIPMENT RENTAL *	\$8,750
	CLEANING OF INTERFACE WALL	\$7,500
	Subtotal:	\$20,969
	Bond:	\$629.07
	Total:	\$ 21,598.07

*Additional boom may be required based upon scheduling
Reference Take off for Legacy Wall

Miscellaneous	-	ls	\$	-	\$	-
House Keeping Pads Allowance	-	ls	\$	-	\$	-
Final Construction Clean	3,654	sf	\$	5.91	\$	21,598.07

ALPHAGREEN - Cleaning Storefront Walls from Arena Side

FOR REFERENCE ONLY - NOT FOR CONSTRUCTION



178 - Steel Low Roof - Arena Low Roof - Legacy Club Extension - W30 x108 - Q1 400 LF ; Q2 0 SF ; Q3 11 EA

368 - Steel Deck - Arena -Legacy Extension Roof Deck 2VLI4.5A - Q1 3,250 SF SAME QTO APPLIES FOR CONCRETE

Legacy Extension Costs		lb/r	tonnage	
Arena	Low Roof - W30x108	400	108	21.6
	Low Roof Deck 2VLI4.5A	3250	sf	

- STEEL ROOF FRAMING PLAN NOTES:**
- GENERAL:**
 - A. SEE 601 SERIES SHEETS FOR GENERAL NOTES, SYMBOLS AND ABBREVIATIONS.
 - B. SEE 602 SERIES SHEETS FOR SPECIAL STEEL DETAILS.
 - COLUMNS:**
 - A. ALL COLUMN LINES ARE CENTERED ON THE INTERSECTION OF GRIDS UNLESS DIMENSIONED OTHERWISE ON PLAN.
 - STEEL BEAMS:**
 - A. STEEL BEAMS SHALL BE EQUALLY SPACED BETWEEN GRID LINES UNLESS DIMENSIONED OTHERWISE.
 - B. TOP OF STEEL BEAMS SHALL EQUAL BOTTOM OF METAL DECK ELEVATION OR BOTTOM OF JOIST BEARING SEATS. SEE PLANS AND DETAILS FOR ADDITIONAL INFORMATION.
 - C. SEE PLAN FOR BOTTOM OF DECK ELEVATION.
 - STEEL BAR JOISTS:**
 - A. STEEL BAR JOISTS SHALL BE EQUALLY SPACED BETWEEN GRID LINES / COLUMNS UNLESS DIMENSIONED OTHERWISE.
 - B. TOP OF JOIST SHALL EQUAL BOTTOM OF METAL DECK ELEVATION.
 - C. SEE PLAN FOR BOTTOM OF DECK ELEVATION.
 - D. CHECK ALL JOISTS FOR THE ACTUAL JOIST GRADE LOAD DEFLECTION. DO NOT USE STANDARD JOIST DIMENSIONS. SEE DESIGN CRITERIA FOR SUPERIMPOSED DEAD LOADS.
 - E. JOIST BEARINGS SHALL HAVE STANDARD BEARINGS LENGTHS PER ALL SPECIFICATIONS UNLESS NOTED OTHERWISE.
 - METAL DECK:**
 - A. SEE DETAILS 25N-31 AND 25N-32 FOR TYPICAL METAL DECK DETAILS.
 - B. SEE DETAIL 166A-42 FOR DECK SUPPORT FRAMING REQUIRED AT DECK PENETRATIONS WITH ONE SIDE EXCEEDING 12".
 - MECHANICAL AND ELECTRICAL EQUIPMENT:**
 - A. SEE 165-12 FOR REQUIREMENTS AT MECHANICAL AND ELECTRICAL EQUIPMENT.
 - B. CONTRACTOR TO VERIFY ALL EQUIPMENT WEIGHTS, SIZES, LOCATIONS AND ORIENTATIONS REQUIRED WITH MECHANICAL CONSULTANT. CONTRACTOR SHALL NOTIFY THE STRUCTURAL ENGINEER OF ANY CHANGES IN THE WEIGHTS OR LOCATIONS SHOWN ON THE DRAWINGS. STOCK CHANGES IN CONDITIONS SHALL BE SUBJECT TO STRUCTURAL ENGINEER REVIEW.
 - MECHANICAL AND ARCHITECTURAL DRAWINGS FOR ADDITIONAL OPENINGS NOT SHOWN.
 - MECHANICAL EQUIPMENT WEIGHTS, IN P.F.S., NOTED ON PLAN TYPICAL.
 - MECHANICAL EQUIPMENT WEIGHT SHALL BE EVENLY DISTRIBUTED TO ALL SUPPORTING BEAMS. COSTS.
 - EQUIPMENT TO BE PLACED TO BEAR ON TWO BEAMS. JOISTS MINIMUM.
 - EACH SUPPORTING JOIST AND JOIST GRIDDERS SHALL BE DESIGN TO SUPPORT A CONCENTRATED POINT LOAD FROM MECHANICAL EQUIPMENT. THIS LOAD IS IN ADDITION TO THE JOIST UNIFORM LOADS OR JOIST GRIDER POINT LOADS INDICATED.
 - SEE DETAIL 25N-39 FOR JOIST CHORD SUPPORT AT MECHANICAL EQUIPMENT.

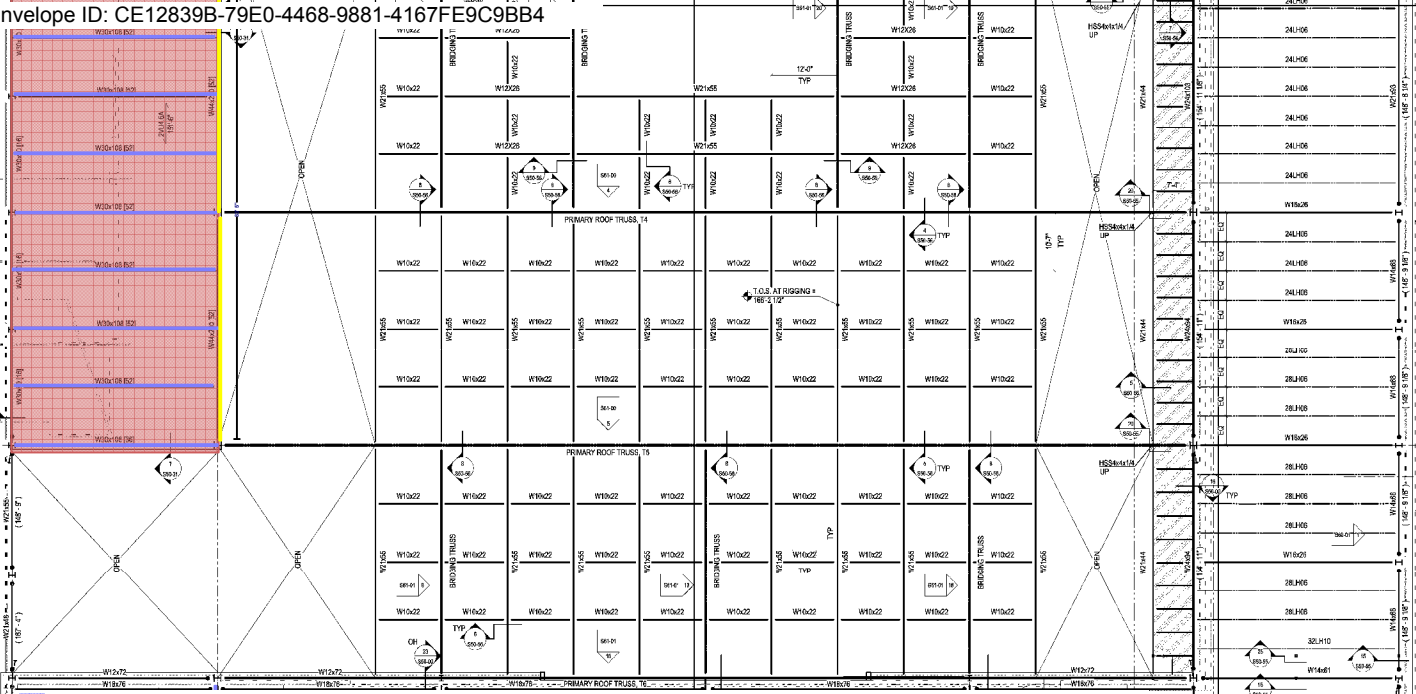


NO.	DATE	REVISION	DESCRIPTION



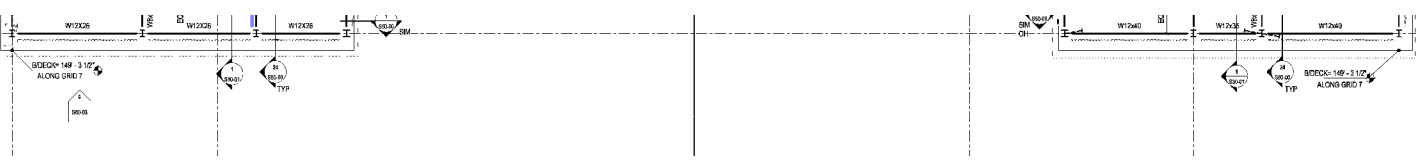
PROJECT NAME: **NWC LIVESTOCK CENTER**

REF: 1INUS2X-3H



- 178 - Steel Low Roof - Arena Low Roof - Legacy Club Extension - W30 x 108 - Q1 400 LF ; Q2 0 SF ; Q3 11 EA
- 183 - Steel Low Roof - Arena Low Roof - Legacy W44x290 - Q1 83 LF ; Q2 0 SF
- 368 - Steel Deck - Arena - Legacy Extension Roof Deck 2VLI4.5A - Q1 3,250 SF SAME QTO APPLIES FOR CONCRETE

Legacy Extension Costs			lb/ft	tonnage	
Arena	Low Roof - W30x108		400	108	21.6
	Low Roof Deck 2VLI4.5A		3250	sf	



STEEL ROOF FRAMING PLAN NOTES:

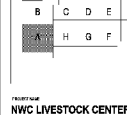
1. GENERAL:
 - A. SEE 600 SERIES SHEETS FOR GENERAL NOTES, SYMBOLS AND ABBREVIATIONS.
 - B. SEE 200 SERIES SHEETS FOR SPECIAL STEEL DETAILS.
2. COLUMNS:
 - A. ALL COLUMNS ARE CENTERED ON THE INTERSECTION OF GRIDS UNLESS DIMENSIONED OTHERWISE ON PLAN.
3. STEEL BEAMS:
 - A. STEEL BEAMS SHALL BE EQUALLY SPACED BETWEEN GRID LINES UNLESS DIMENSIONED OTHERWISE.
 - B. TOP OF STEEL BEAMS SHALL EQUAL BOTTOM OF METAL DECK ELEVATION OR BOTTOM OF JOIST BEARING SEATS. SEE PLANS AND DETAILS FOR ADDITIONAL INFORMATION.
 - C. SEE PLAN FOR BOTTOM OF DECK ELEVATION.
4. STEEL I-JOIST JOISTS:
 - A. STEEL I-JOIST JOISTS SHALL BE EQUALLY SPACED BETWEEN GRID LINES / COLUMNS UNLESS DIMENSIONED OTHERWISE.
 - B. TOP OF JOISTS SHALL EQUAL BOTTOM OF METAL DECK ELEVATION.
 - C. SEE PLAN FOR BOTTOM OF DECK ELEVATION.
 - D. COMBES ALL JOISTS FOR THE ACTUAL JOIST SPACING LOAD DEFLECTION. DO NOT USE STANDARD COMBERS. SEE DESIGN CRITERIA FOR SUPERIMPOSED DEAD LOADS.
 - E. JOIST BEARINGS SHALL HAVE STANDARD BEARINGS. LENGTHS PER ALL SPECIFICATIONS UNLESS NOTED OTHERWISE.
5. METAL DECK:
 - A. SEE DETAILS 353-SI AND 352-SI FOR TYPICAL METAL DECK DETAILS.
 - B. SEE DETAIL 356X-42 FOR DECK SUPPORT FRAMING REQUIRED AT DECK PENETRATIONS WITH ONE SIDE EXCEEDING 18"
6. MECHANICAL AND ELECTRICAL EQUIPMENT:
 - A. SEE 435X-22 FOR REQUIREMENTS AT MECHANICAL AND ELECTRICAL EQUIPMENT.
 - B. CONTRACTOR TO VERIFY ALL EQUIPMENT WEIGHTS, SIZES, LOCATIONS AND ORIENTATIONS REQUIRED WITH MECHANICAL COORDINATION. CONTRACTOR SHALL NOTIFY THE STRUCTURAL ENGINEER OF ANY CHANGES IN THE WEIGHTS OR LOCATIONS SHOWN ON THE DRAWINGS. LOAD CHANGES IN CONDITIONS SHALL BE SUBJECT TO STRUCTURAL ENGINEER REVIEW. RE: MECHANICAL AND ARCHITECTURAL DRAWINGS FOR ADDITIONAL OPENINGS NOT SHOWN.
 - C. MECHANICAL EQUIPMENT WEIGHTS, IN PFE, NOTED ON PLAN FIGURE 106.
 - MECHANICAL EQUIPMENT WEIGHT SHALL BE EVENLY DISTRIBUTED TO ALL SUPPORTING BEAMS. COSTS.
 - EQUIPMENT TO BE PLACED TO BEAR ON TWO BEAMS. JOISTS MINIMUM.
 - EACH SUPPORTING JOIST AND JOIST GRIDDERS SHALL BE DESIGN TO SUPPORT A CONCENTRATED POINT LOAD FROM MECHANICAL EQUIPMENT. THIS LOAD IS IN ADDITION TO THE JOIST UNIFORM LOADS OR JOIST GRIDER POINT LOADS INDICATED.
 - SEE DETAIL 355X-39 FOR JOIST CHORD SUPPORT AT MECHANICAL EQUIPMENT.

FOR REFERENCE ONLY - NOT FOR CONSTRUCTION

PREPARED BY:
 DATE: 06/27/2023
 PROJECT: LEGACY CLUB EXTENSION
 SHEET: 178-183-368-01



NO.	DATE	REVISION



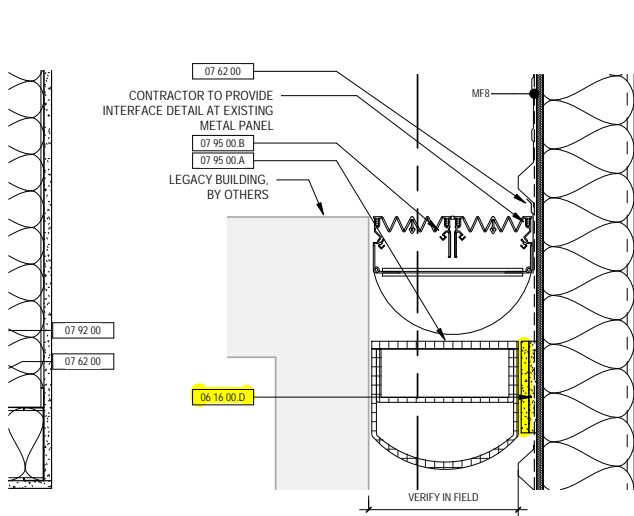
PROJECT NAME: **NVC LIVESTOCK CENTER**

06 WOOD, PLASTICS, AND COMPOSITES

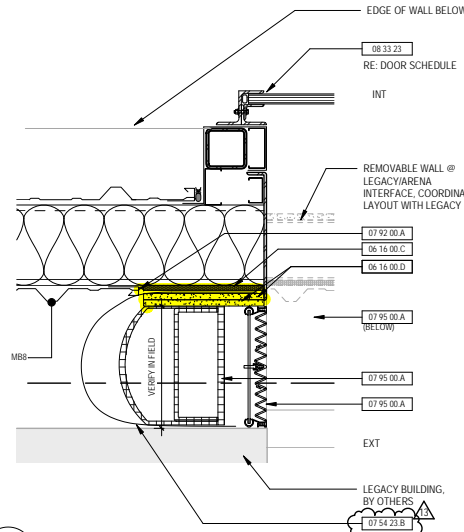
06.10.00 Rough Carpentry

L06 Rough Carpentry Allowance

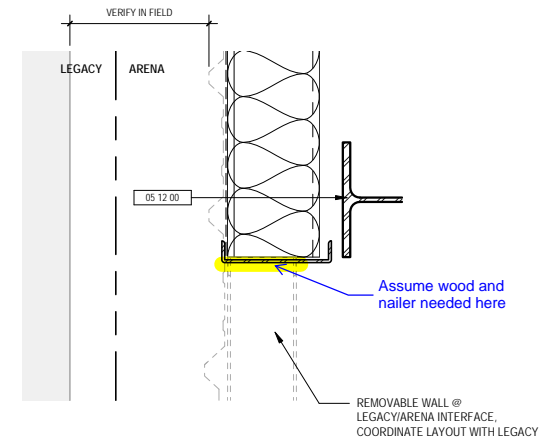
1	allow	\$	25,000.00	\$	25,000.00	Misc carpentry required around openings
---	-------	----	-----------	----	-----------	---



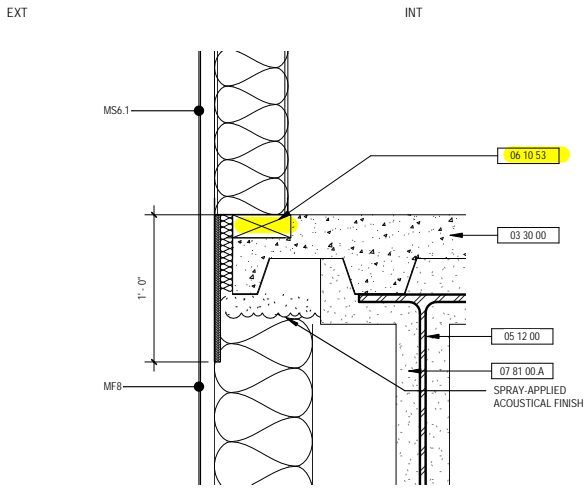
10 PLAN DETAIL - EXT. EXPANSION JOINT AT LEGACY METAL PANEL
A8-11 1 1/2" = 1'-0"



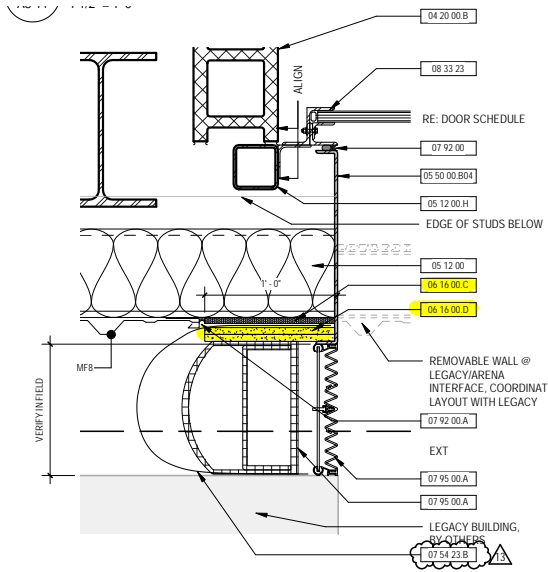
9 PLAN DETAIL - OVERHEAD DOOR JAMB AT METAL PANEL
A8-11 1 1/2" = 1'-0"



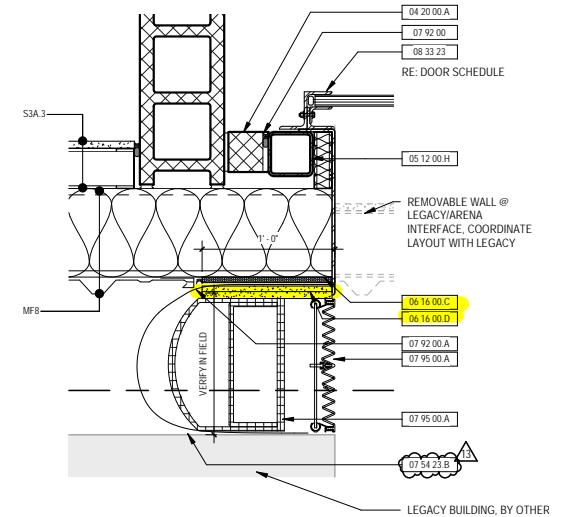
4 PLAN DETAIL - LEGACY OVERLOOK OPENING JAMB
A8-11 1 1/2" = 1'-0"



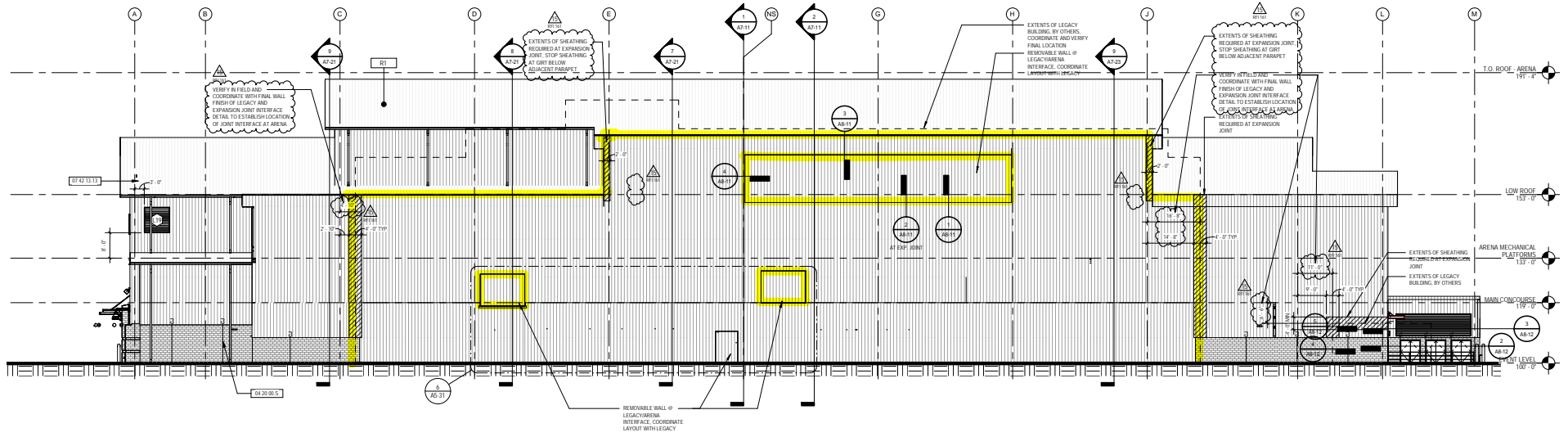
1 SLAB EDGE AT LEGACY OVERLOOK
A8-11 1 1/2" = 1'-0"



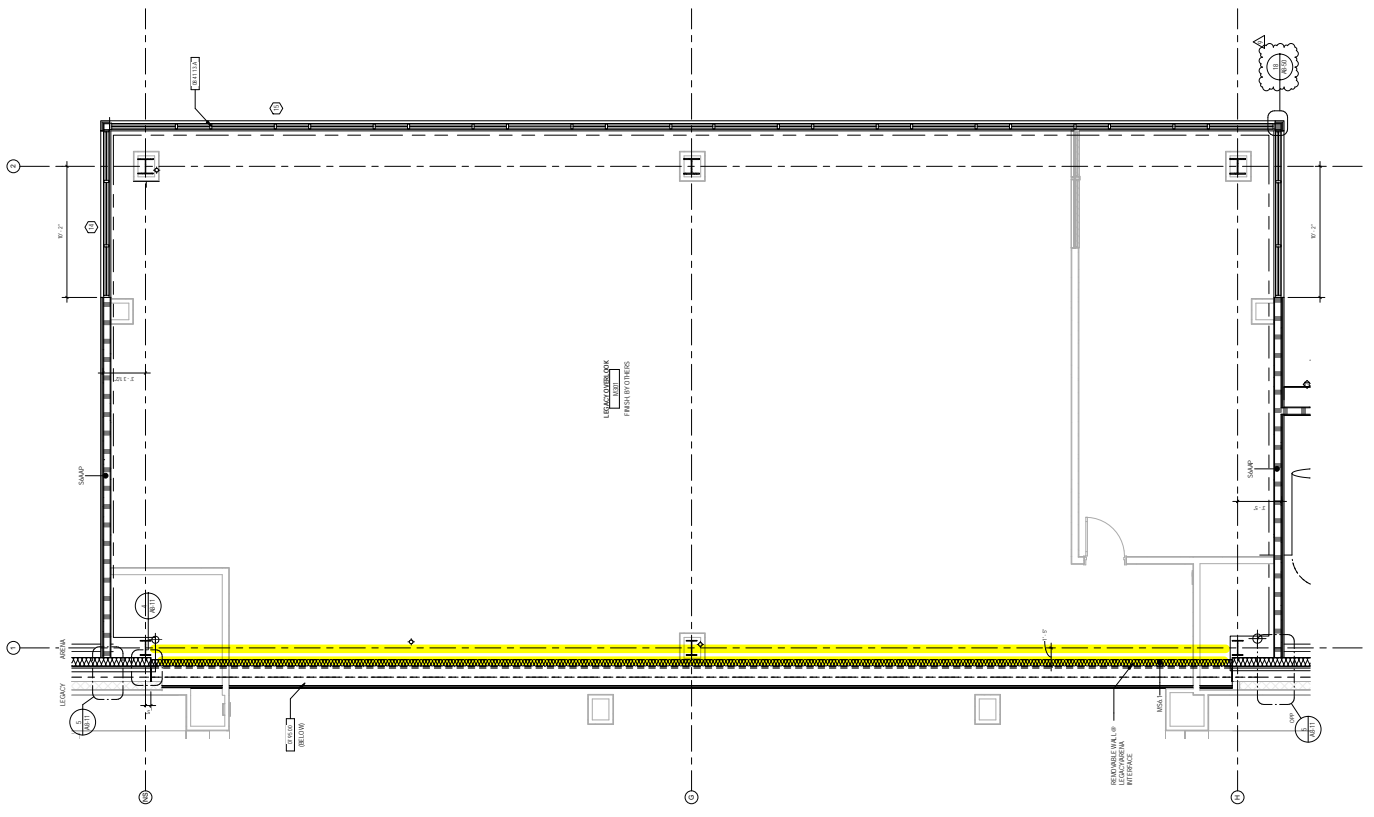
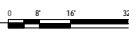
18 PLAN DETAIL - OVERHEAD DOOR JAMB AT CONCOURSE RESTROOM 2
A8-11 1 1/2" = 1'-0"



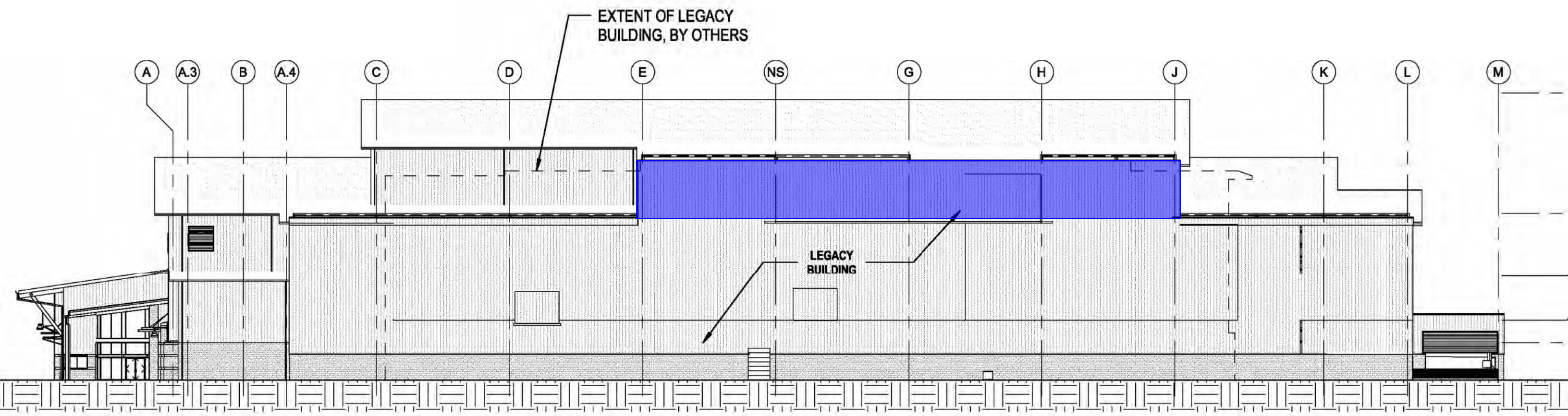
13 OVERHEAD DOOR JAMB AT MP AT LEGACY
A8-11 1 1/2" = 1'-0"



1 ARENA - WEST
A5-12
1/16" = 1'-0"



4 ENLARGED PLANS - LEGACY OVERLOOK
A5-13
1/16" = 1'-0"



1 OVERALL WEST
1" = 30'-0"

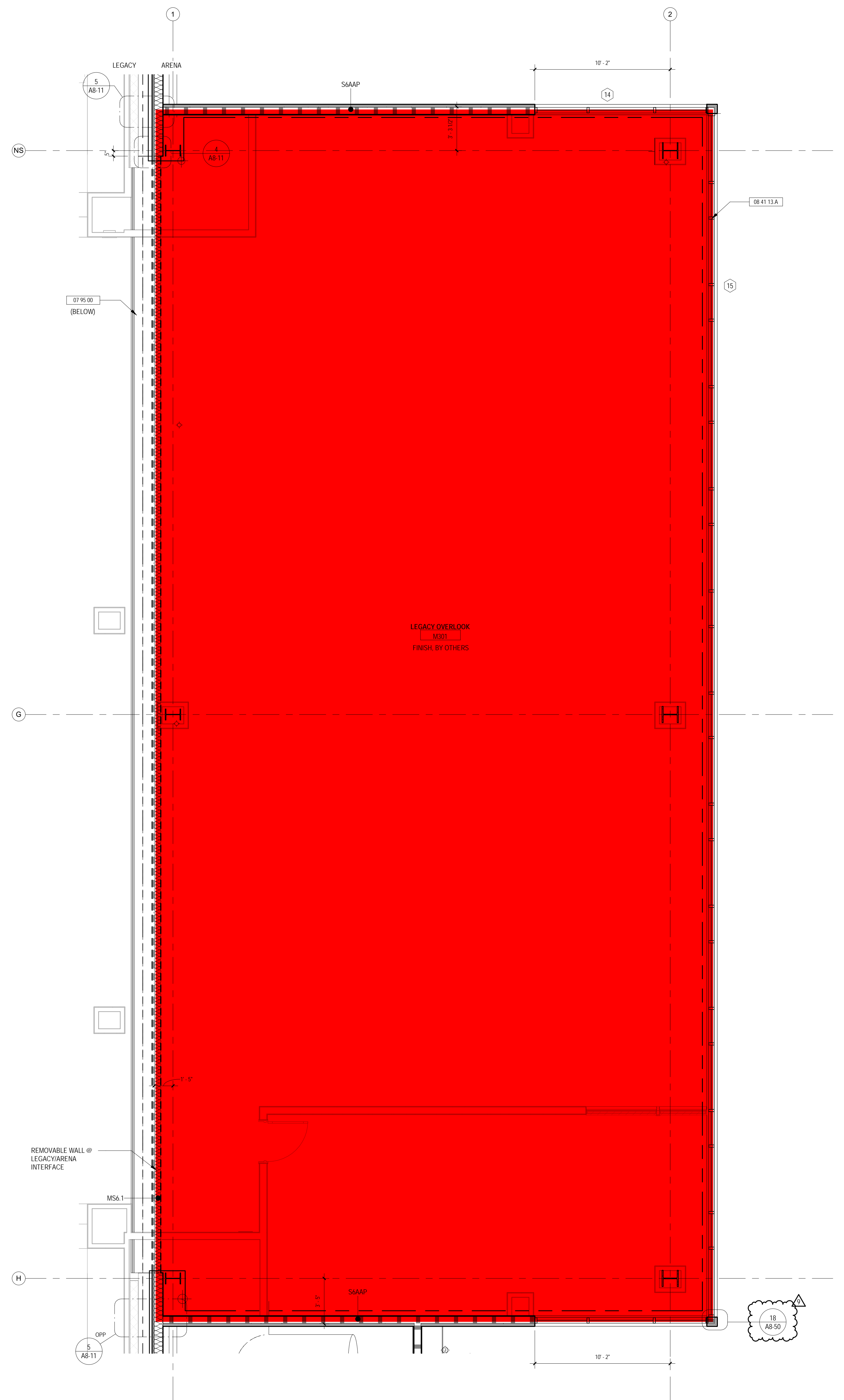
0' 7.5'

Takeoff Tab

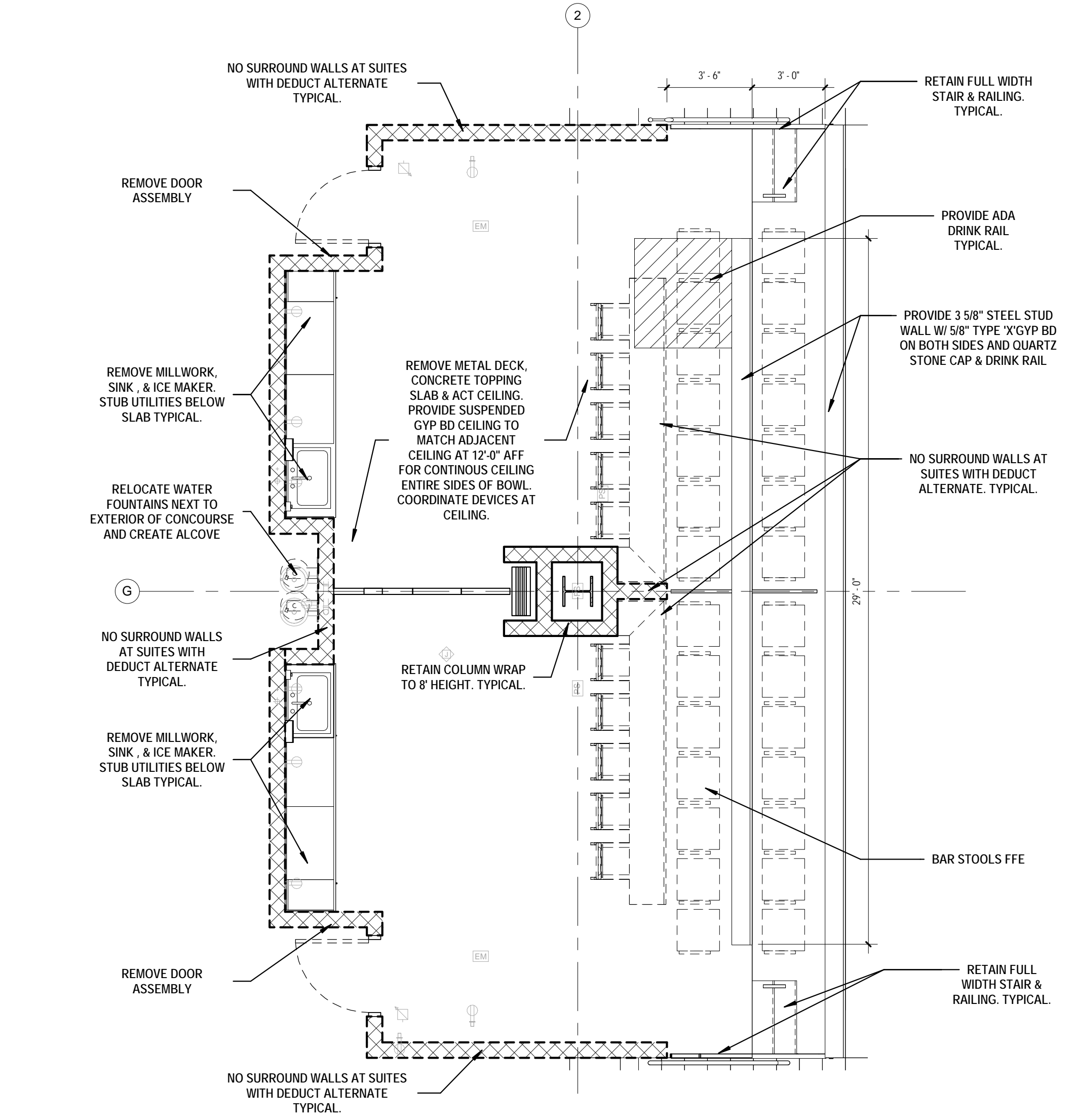
No.	Name	Height	Area	Quantity1 UOM1	Quantity2 UOM2	Quantity3 UOM3
Metal Panels						
21	Legacy	0"	(unassigned)	3,200 SF	0	0

Legend

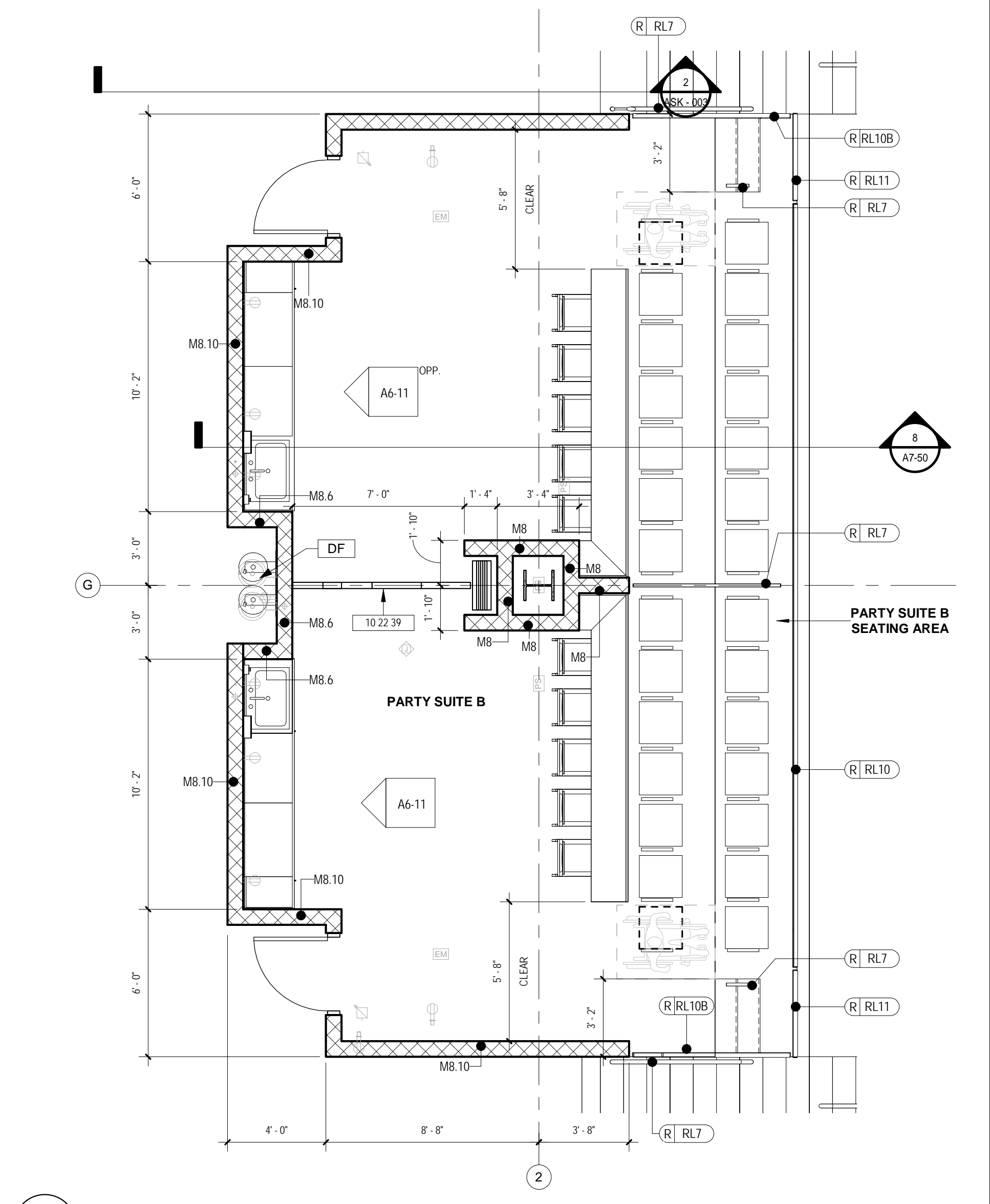
■ Spray Fireproofing for Roof Legacy and Primary Members



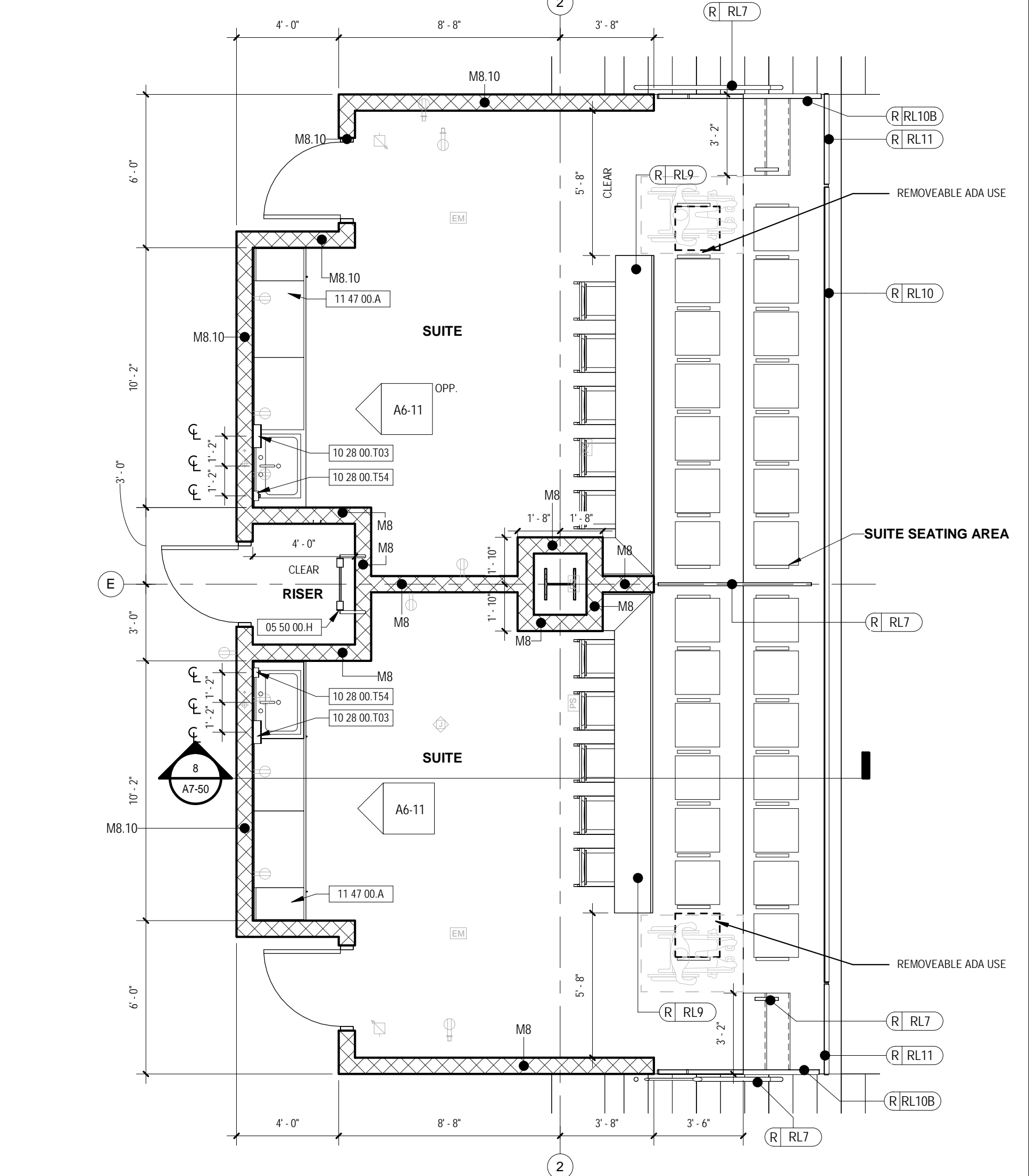
4 AS-13 ENLARGED PLANS - LEGACY OVERLOOK
1/4" = 1'-0"



3 AS-13 ENLARGED SUITE DEDUCT ALT - TYPICAL
1/4" = 1'-0"



2 AS-13 ENLARGED PARTY SUITE - TYPICAL
1/4" = 1'-0"



1 AS-13 ENLARGED SUITE PLAN - TYPICAL
1/4" = 1'-0"

- FLOOR PLAN NOTES:
1. COLUMN TO HAVE 1 HOUR MONOKOTE TO 2" ABOVE FINISH FLOOR WITH 8" CMU WALL LOCATED 4" CLEAR FROM STEEL TO BACK OF CMU TO 8" ABOVE FINISH FLOOR UNLESS NOTED OTHERWISE. PROVIDE COVER FOR MASONRY WALL.
 2. ALL DOORS IN ACTION WALL WALLS WITH AN STC RATING TO HAVE FULL PERIMETER SEALS (HEAD AND JAMB SEALS PLUS AN AUTO DOOR BOTTOM, GLAZING IN DOORS TO BE 1/2" LAMINATED GLASS.
 3. CONNECTIONS BETWEEN INTERIOR WALLS AND PMS TO BE COORDINATED. TYPICAL FOR ALL STC-RATED ASSEMBLIES.
 4. ALL DOORS AT MECHANICAL PLATFORMS TO HAVE FULL PERIMETER SEALS WITH HEAD AND JAMB SEALS PLUS AN AUTO-DOOR BOTTOM.
 5. 360 COMPRESSIONS WILL HAVE A FIRE-RATED SHAFT WALL TO ENCLOSE FLUE AT HOOD

Keynote Legend - Sheet

Key Note	Keynote Text
07 50 01A	METAL LADDER
07 95 00	EXPANSION CONTROL
08 01 00A	EXTERIOR STONE/CONCRETE FINISHING
10 22 00	CEILING PANEL PARTITIONING
10 26 00 05	SLAB MOUNTED PAPER TOWEL DOLL DISPENSER, AUTOMATIC
10 26 00 10	SLAB MOUNTED SOAP DISH
11 41 00A	1/2" GRANITE MACHINE

ME P:
ME Engineers
14142 Denver West Parkway, Suite 300
Golden, CO 80401
(303) 421-6955

CMFA:
1407 Washington Ave
Golden, CO 80401
(303) 396-2414

Copy Electrical Engineering, Inc.
7502 So. Whiting Court, Suite B
Englewood, CO 80112
(303) 696-1251

Landscaping Architecture:
Dix Brudie
1011 15th St.
Denver, CO 80202
(720) 348-1986

Fire Protection:
Veritas Fire Engineering, Inc.
1204 West Arapahoe Pkwy, Suite 130
Lawrence, CO 80528
(303) 685-3300

Food Services:
Young Garco
895 East Tully Avenue, Suite 1320
Denver, CO 80237
(303) 648-1600

Technology:
K2 Audio LLC
4007 Northgate Ct, Suite 200
Boulder, CO 80301
(303) 440-9500

Life Safety:
Power Engineers, Inc.
141 Longwater Drive, Suite 110
Newell, MO 65051
(781) 878-3500

POPULOUS

Architecture - Interior Design - Landscape Design
Brand Activation - Wayfinding - Product Design
Event - Urban Design - Proactive Design Build

1830 Stout Street
Denver, CO 80202
303.352.2780

Associate Architect
Abe Group, Inc.
13000 W. Colfax Ave., Suite C-105
Lawrence, CO 80515
(303) 651-4990

Civil - Structural
Marin Martin
13489 W. Colfax Ave
Lawrence, CO 80515
(303) 681-6100

ME P:
ME Engineers
14142 Denver West Parkway, Suite 300
Golden, CO 80401
(303) 421-6955

CMFA:
1407 Washington Ave
Golden, CO 80401
(303) 396-2414

Copy Electrical Engineering, Inc.
7502 So. Whiting Court, Suite B
Englewood, CO 80112
(303) 696-1251

Landscaping Architecture:
Dix Brudie
1011 15th St.
Denver, CO 80202
(720) 348-1986

Fire Protection:
Veritas Fire Engineering, Inc.
1204 West Arapahoe Pkwy, Suite 130
Lawrence, CO 80528
(303) 685-3300

Food Services:
Young Garco
895 East Tully Avenue, Suite 1320
Denver, CO 80237
(303) 648-1600

Technology:
K2 Audio LLC
4007 Northgate Ct, Suite 200
Boulder, CO 80301
(303) 440-9500

Life Safety:
Power Engineers, Inc.
141 Longwater Drive, Suite 110
Newell, MO 65051
(781) 878-3500

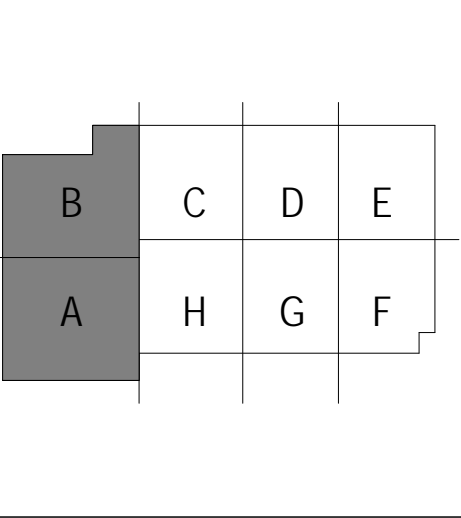
REVISIONS

NO.	DATE	DESCRIPTION
7	04/07/2023	AS1 A007
8	04/07/2023	AS1 A008
9	04/07/2023	AS1 A009

POPULOUS

REVISIONS

NO.	DATE	DESCRIPTION
7	04/07/2023	AS1 A007
8	04/07/2023	AS1 A008
9	04/07/2023	AS1 A009



PROJECT NAME

NW LIVESTOCK CENTER

4800 PACKING HOUSE RD.
DENVER, CO 80216

ISSUED NAME

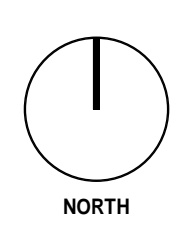
PHASE ONE

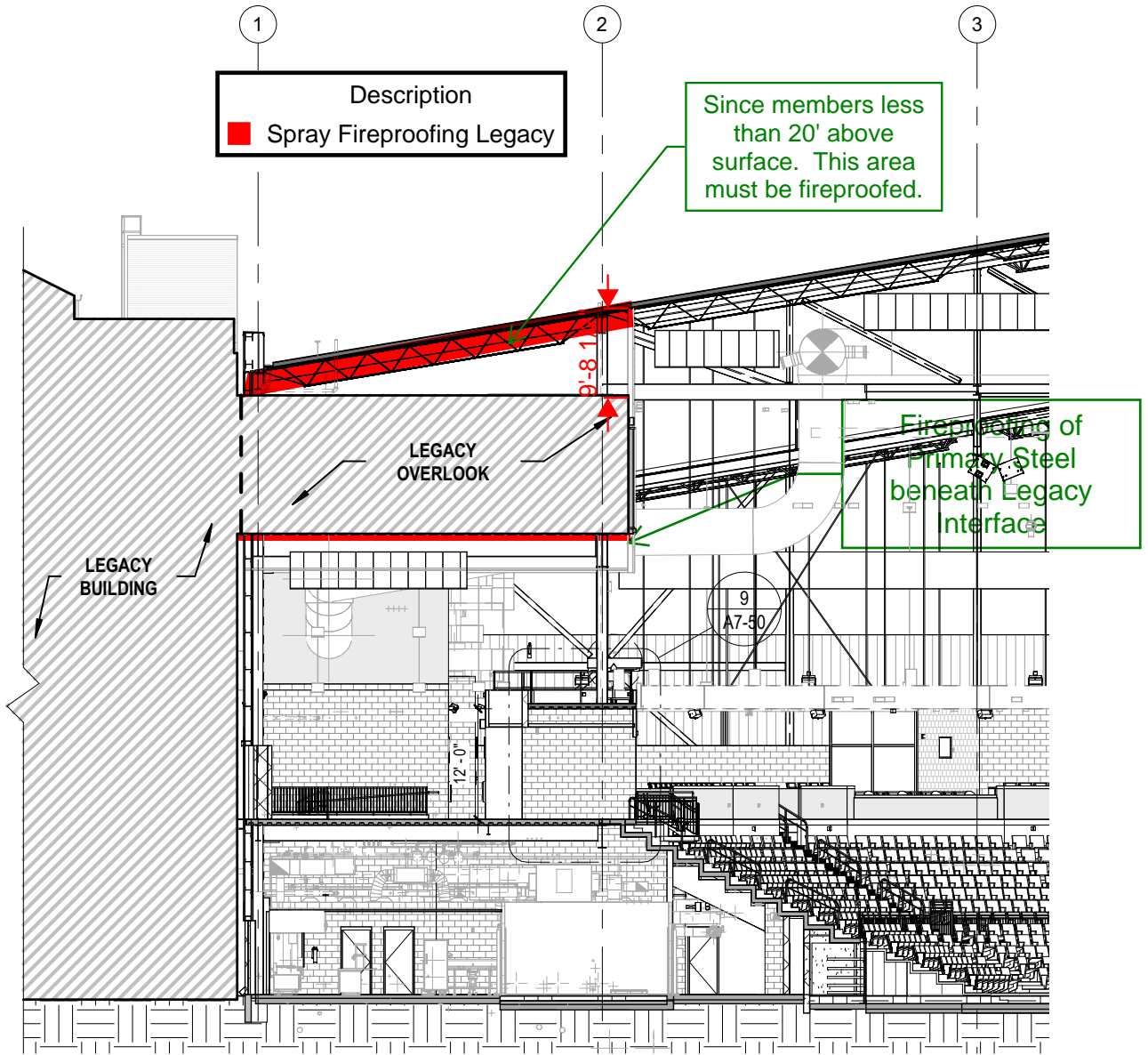
ISSUED DATE: 09/30/22
ISSUED BY: POPULOUS

PROJECT NUMBER: 20.5072
PAPER SIZE: E

ENLARGED ARENA PLANS - SUITES & LEGACY OVERLOOK

SHEET NUMBER: A3-13





MARK	DESCRIPTION
04 20 00 B	GROUND FACE CUR
04 20 00 S	PERFORMED FINISHES, EXIST
04 21 11 L	FORMER VET CL WALL PANELS

POPULOUS

Architecture - Interior Design - Landscape Design
Brand Activation - Wayfinding - Product Design
Event - Urban Design - Phasical Design Build

1830 Stout Street
Denver, CO 80202
303.362.2780

Associate Architect
Also Group, Inc.
12800 W. Colfax Ave, Suite C-105
Lafayette, CO 80025
(303) 551-4990

Civil - Structural
Marin Martin
13480 W. Colfax Ave
Lafayette, CO 80025
(303) 481-6100

ME P
ME Engineers
14142 Denver West Parkway, Suite 300
Golden, CO 80401
(303) 421-6955

CMTA
1427 Washington Ave
Golden, CO 80401
(303) 386-2411

Covey Electrical Engineering, Inc.
7522 So. Wadsworth Court, Suite B
Englewood, CO 80112
(303) 696-1257

Landscape Architecture
De Braide
1011 15th St.
Denver, CO 80202
(720) 328-1986

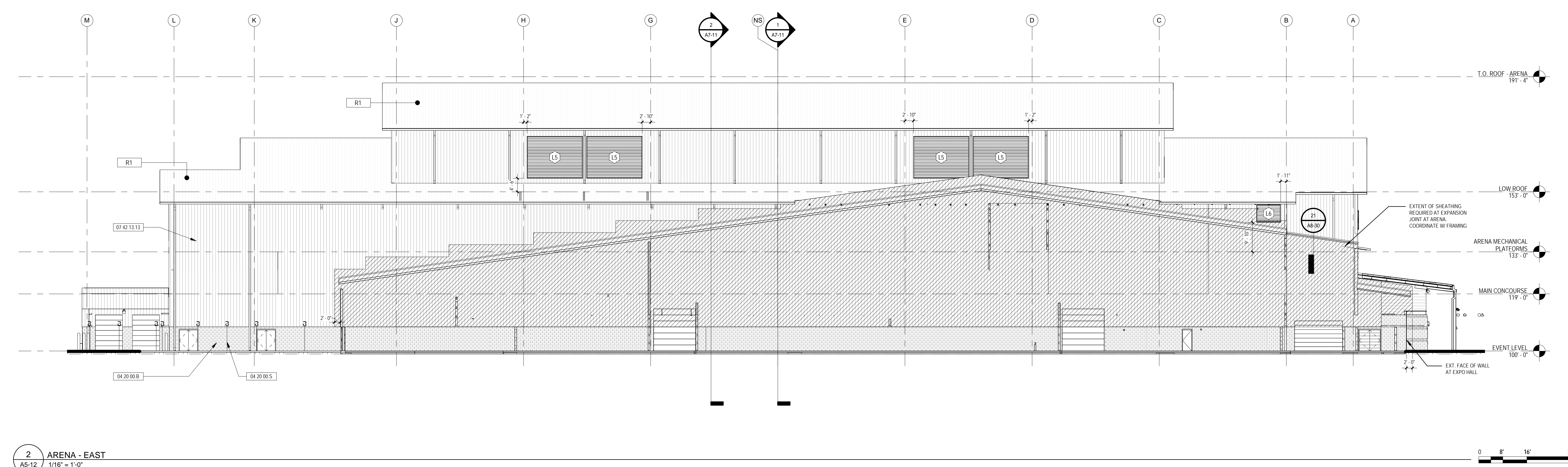
Fire Protection
Veritas Fire Engineering, Inc.
12384 West Arapahoe Pkwy, Suite 130
Lafayette, CO 80028
(303) 985-3300

Food Services
Young Canvas
895 East Tully Avenue, Suite 1320
Denver, CO 80237
(303) 648-1600

Technology
K2 Audio LLC
4807 Marillac Ct, N, Suite 200
Boulder, CO 80301
(303) 495-9200

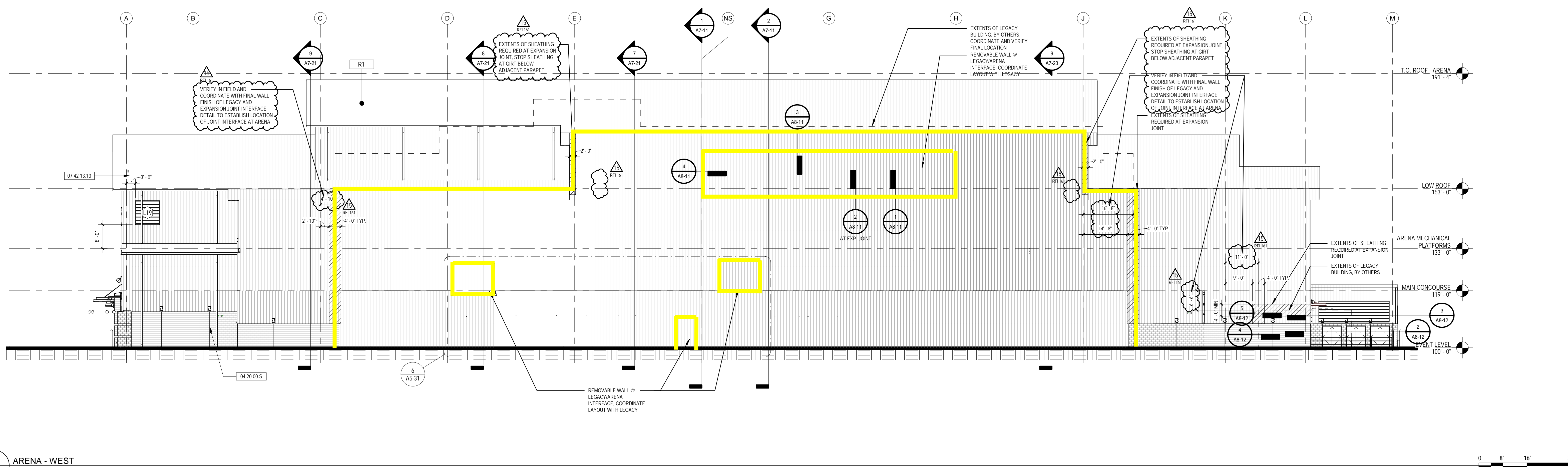
Life Safety
Hew Engineers, Inc.
141 Longwater Drive, Suite 110
Newell, MA 02061
(781) 878-9500

ELEVATION NOTES:
1. SNOW GUARDS PROVIDED BY CONTRACTOR, DESIGNED BY OTHERS



2 ARENA - EAST
AS-12 1/16" = 1'-0"

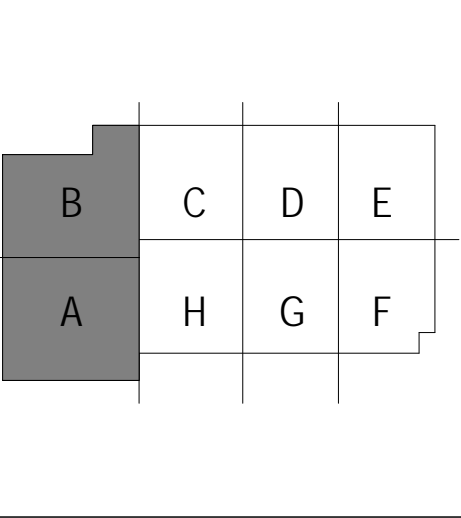
Description



1 ARENA - WEST
AS-12 1/16" = 1'-0"



REVISIONS	
NO.	DATE DESCRIPTION
7	04/07/2023 ASB A007
10	05/05/2023 ASB A010
11	05/15/2023 ASB A011
13	05/25/2023 ASB A013
14	05/14/2023 ASB A014
15	07/07/2023 ASB A015



PROJECT NAME
NW LIVESTOCK CENTER

4800 PACKING HOUSE RD.
DENVER, CO 80216

ISSUED NAME
PERMIT SET

ISSUED DATE
01/31/23

ISSUED BY
POPULOUS

PROJECT NUMBER
20.5072

PAPER SIZE
E

SHEET NAME
EXTERIOR ELEVATIONS - ARENA

SHEET NUMBER
AS-12

EXTERIOR ELEVATION KEYNOTES

MARK	DESCRIPTION
04 20 00 B	GROUND FACE CURB
04 20 00 S	PREFORMED CONTROL JOINT
04 20 00 S	FORMED METAL PANEL PANELS

POPULOUS

Architecture - Interior Design - Landscape Design
 Brand Activation - Playwriting - Product Design
 Event - Urban Design - Phisical Design Build

1830 Stout Street
 Denver, CO 80202
 303.352.2758

Associate Architect
Aho Group, Inc.
 13000 W. Colfax Ave., Suite C-105
 Lakewood, CO 80215
 (303) 511-4990

Civil - Structural
Martin Martin
 13480 W. Colfax Ave
 Lakewood, CO 80215
 (303) 418-6100

MEP
ME Engineers
 14142 Denver West Parkway, Suite 200
 Golden, CO 80401
 (303) 421-6955

KLOK Group
 1407 Washington Ave
 Golden, CO 80401
 (303) 396-2424

Copy Electrical Engineering, Inc.
 7522 So. Wadsworth Court, Suite B
 Englewood, CO 80112
 (303) 696-1252

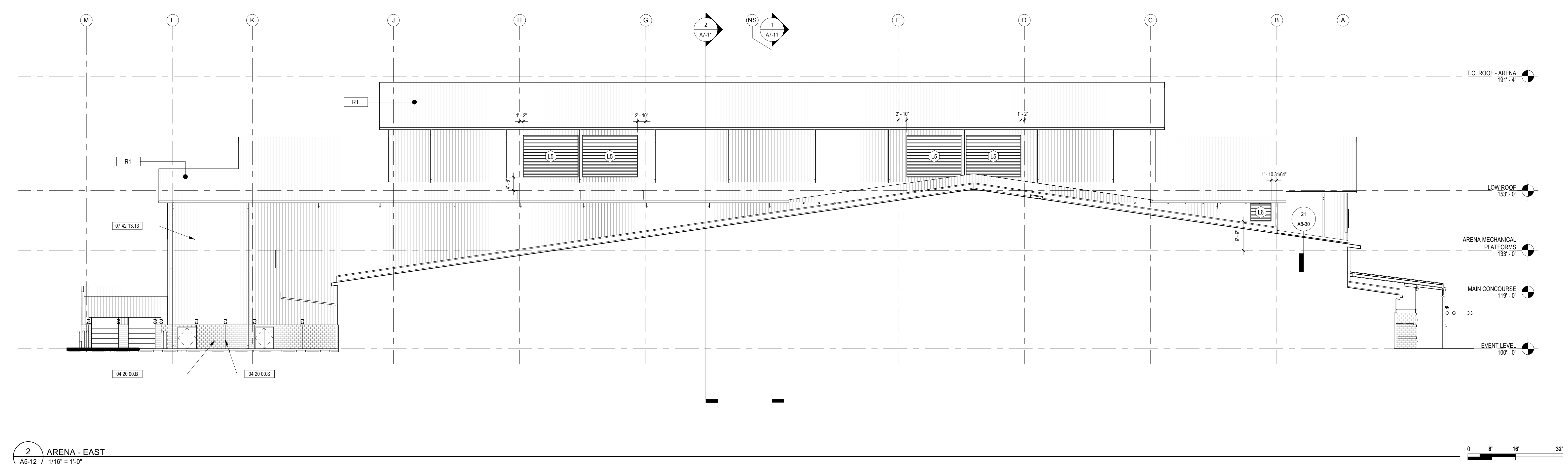
Fire Protection
Veritas Fire Engineering, Inc.
 13284 West Ardenway Drive, Suite 135
 Lakewood, CO 80228
 (303) 985-3300

Food Services
Young Canine
 855 East Tully Avenue, Suite 1200
 Denver, CO 80237
 (303) 648-1600

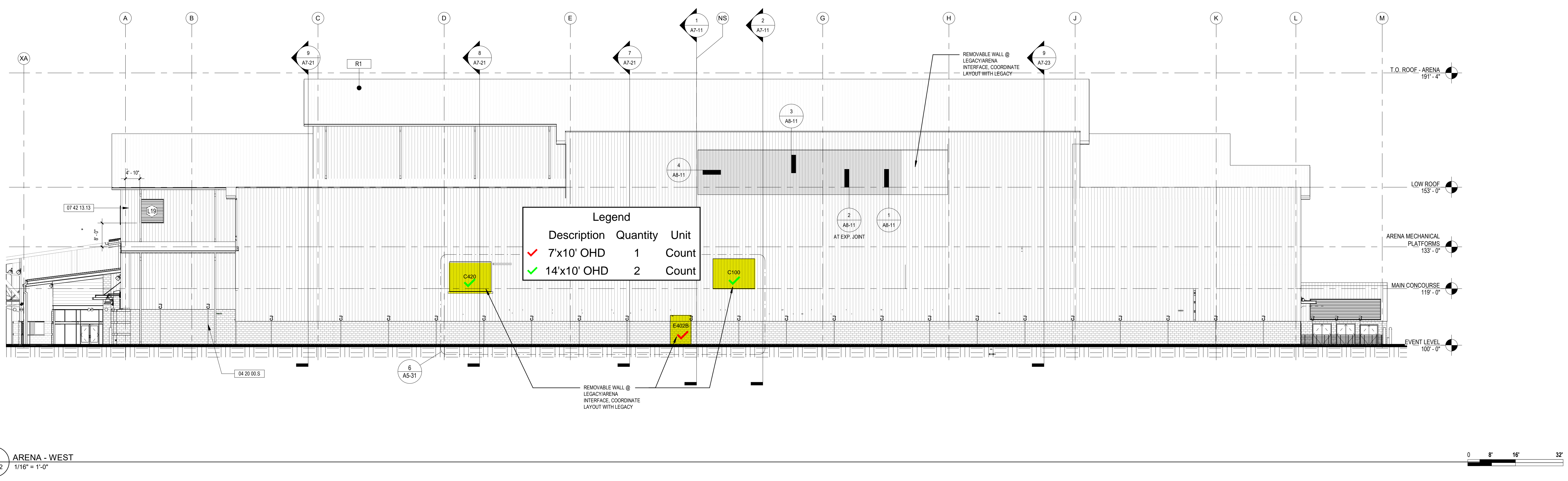
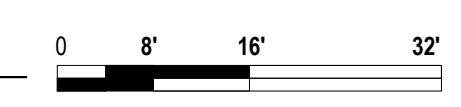
Technology
K2 Audio LLC
 4600 Wadsworth Ct. N., Suite 200
 Boulder, CO 80301
 (303) 440-9500

Life Safety
Hazen Contractors, Inc.
 141 Longwater Drive, Suite 110
 Newton, MA 02459
 (781) 878-9500

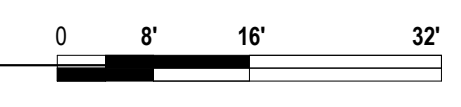
ELEVATION NOTES:
 1. SNOW GUARDS PROVIDED BY CONTRACTOR, DESIGNED BY OTHERS



2 ARENA - EAST
 AS-12 1/16" = 1'-0"



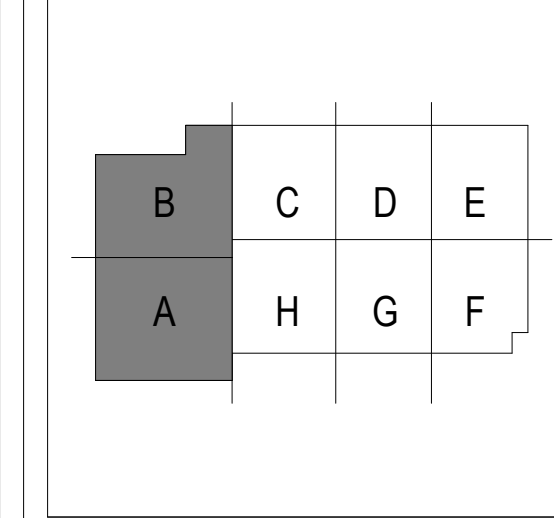
1 ARENA - WEST
 AS-12 1/16" = 1'-0"



STAMP

POPULOUS

REVISIONS		
NO.	DATE	DESCRIPTION



PROJECT NAME:
 NW LIVESTOCK CENTER

4850 BACKING HOUSE RD.
 DENVER, CO 80216

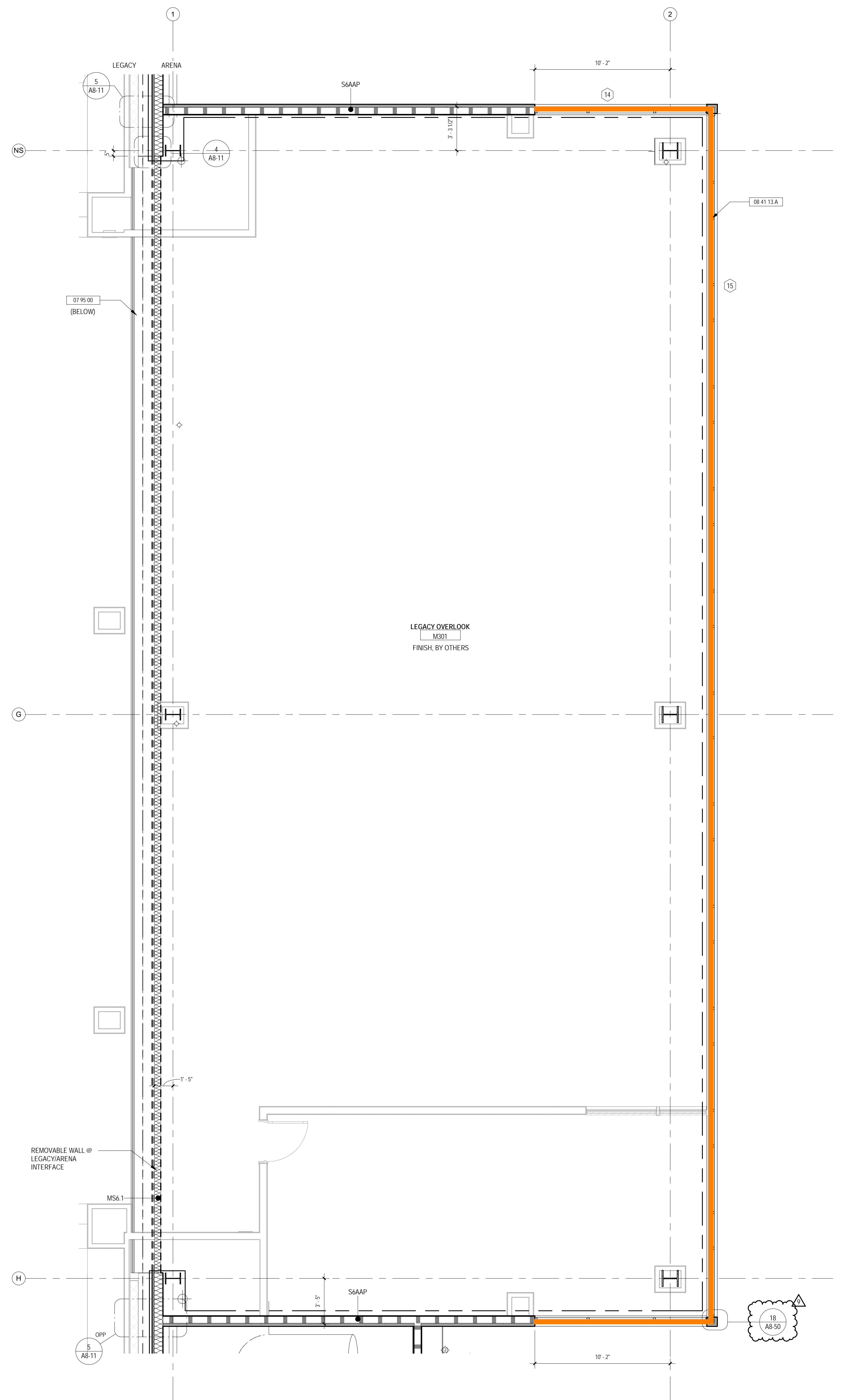
ISSUED NAME:
 PERMIT SET

ISSUED DATE: 01/31/23
 PROJECT NUMBER: 20.5072

ISSUED BY: POPULOUS
 PAPER SIZE: E

SHEET TITLE:
 EXTERIOR ELEVATIONS - ARENA

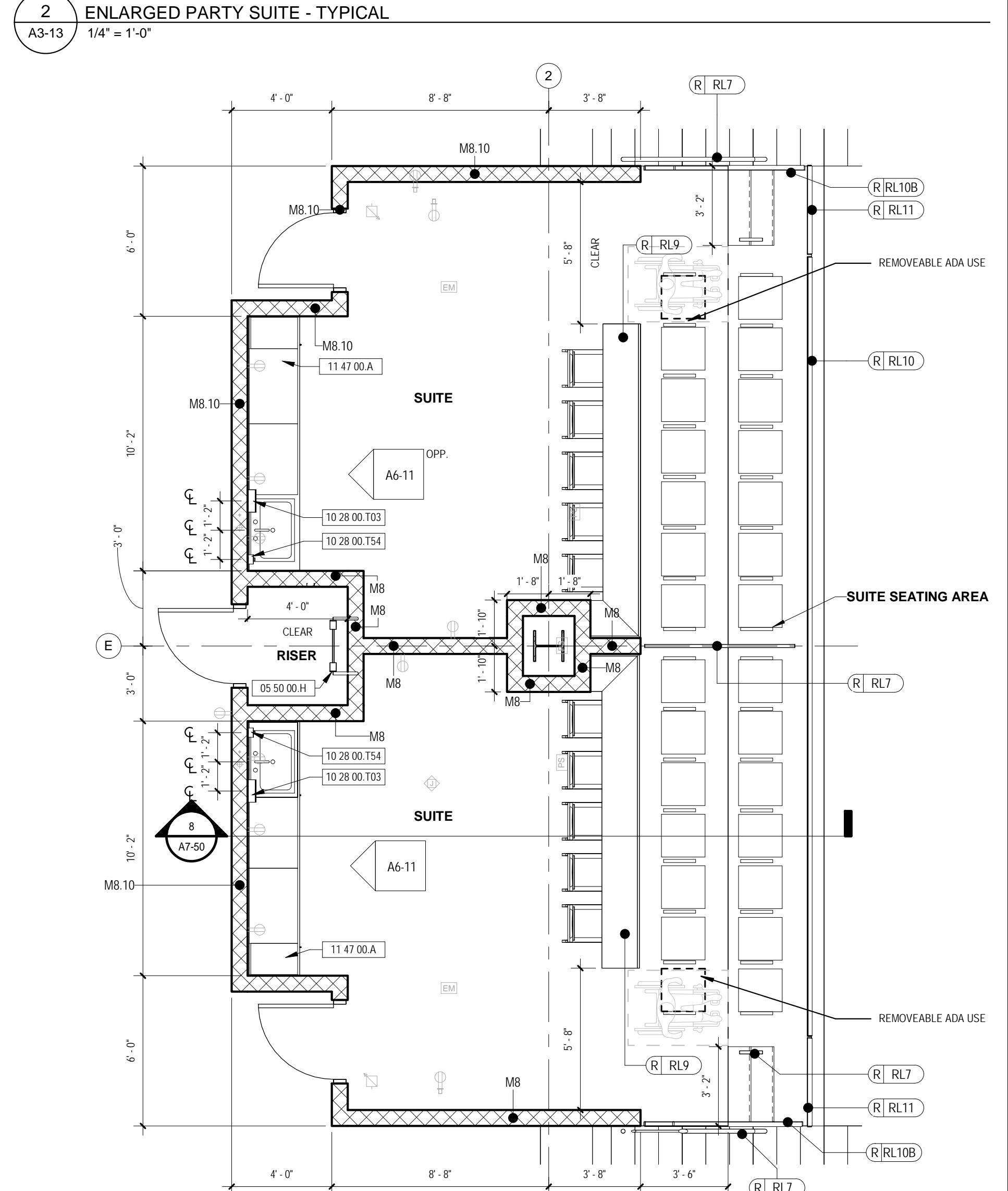
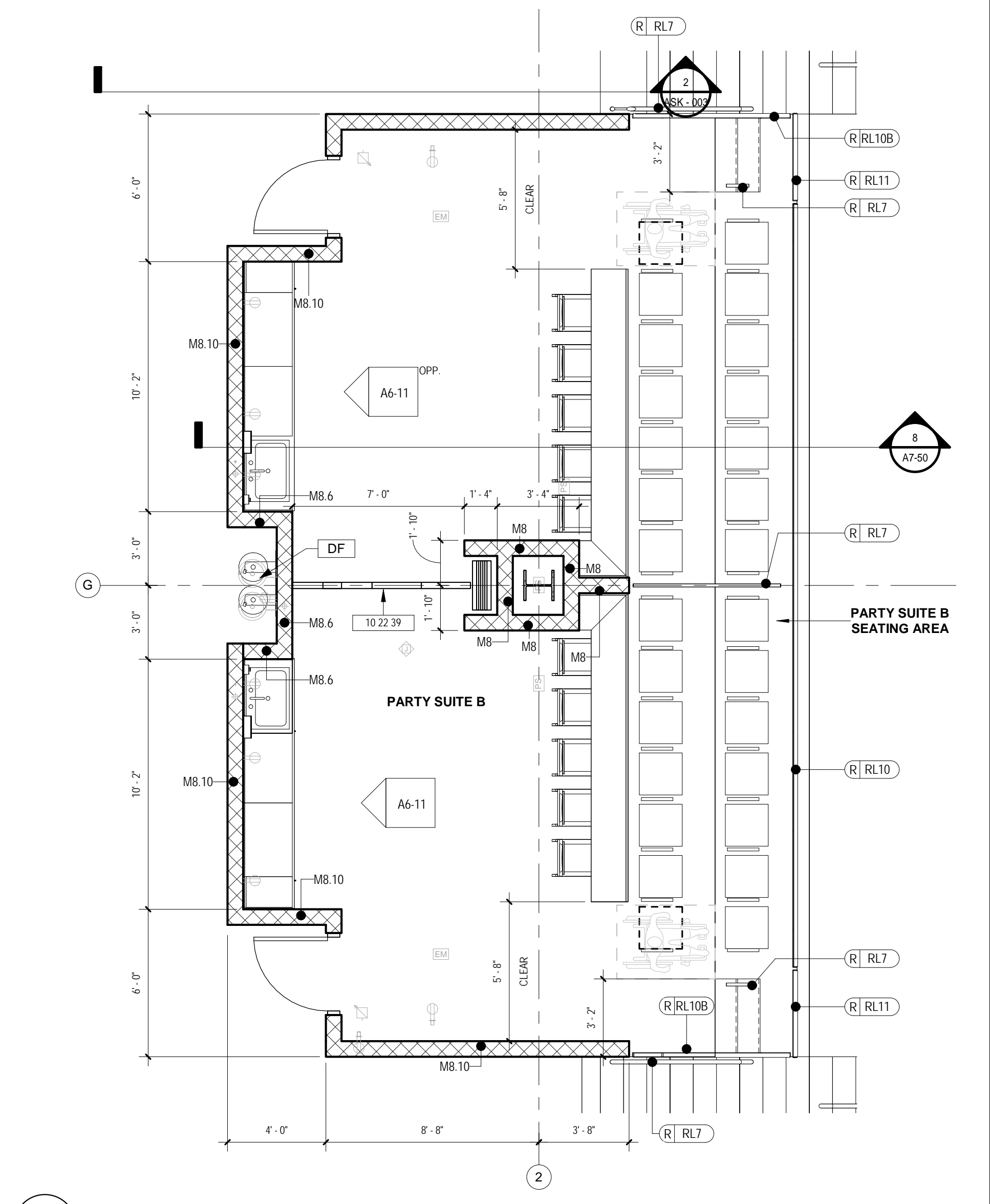
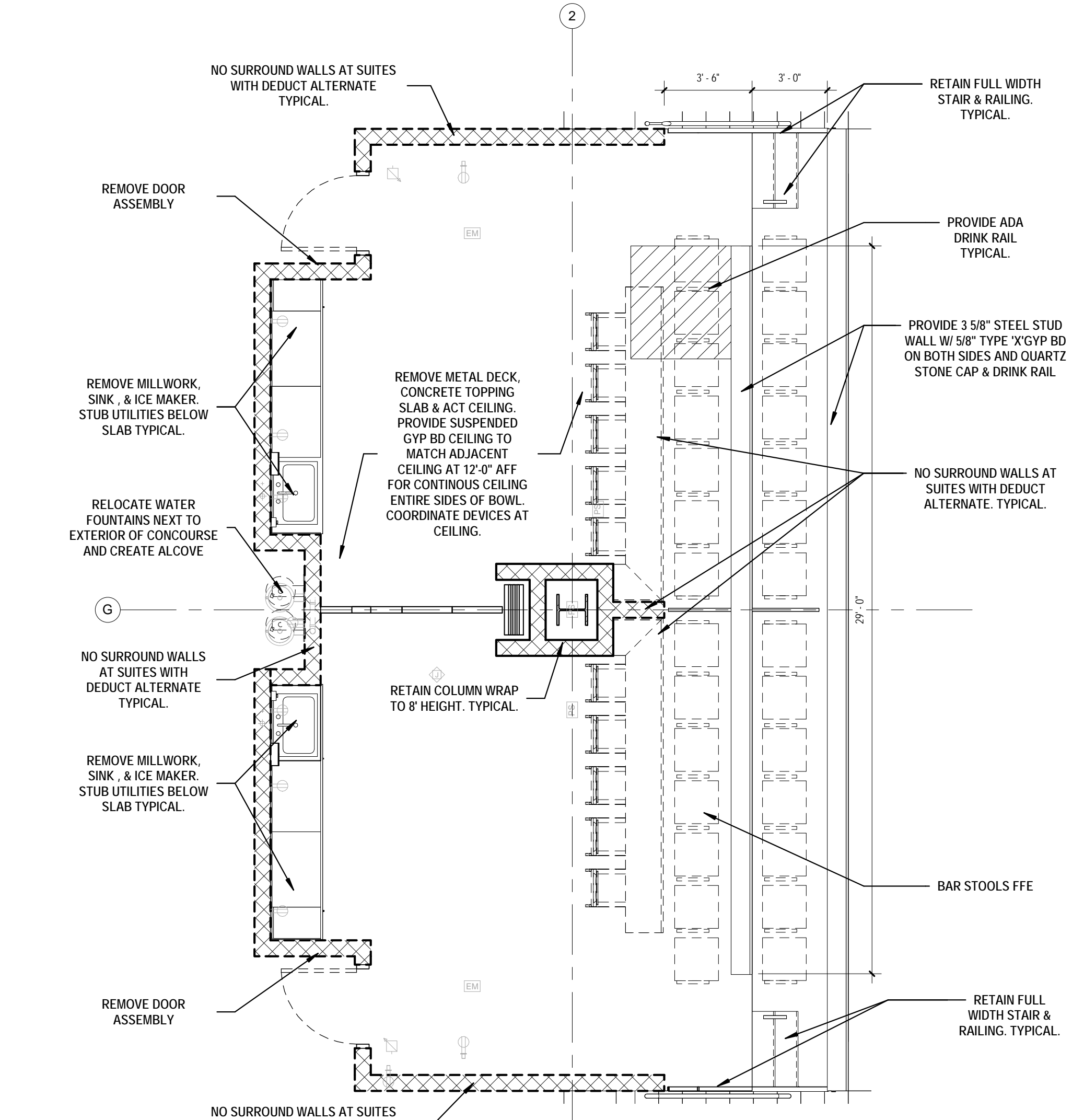
SHEET NUMBER:
 A5-12



Legend

Description

/ Legacy Interior Glazing



4
A3-13
ENLARGED PLANS - LEGACY OVERLOOK
1/4" = 1'-0"

3
A3-13
ENLARGED SUITE DEDUCT ALT - TYPICAL
1/4" = 1'-0"

1
A3-13
ENLARGED SUITE PLAN - TYPICAL
1/4" = 1'-0"

- FLOOR PLAN NOTES:**
- COLUMN TO HAVE 1 HOUR MASONRY TO 2' ABOVE FINISH FLOOR WITH 8" CMU WALL LOCATED 4" CLEAR FROM STEEL TO BACK OF CMU TO 8" ABOVE FINISH FLOOR UNLESS NOTED OTHERWISE. PROVIDE COVER FOR MASONRY WALL.
 - ALL DOORS IN ACTION WALL WALLS WITH AN STC-RATING TO HAVE FULL PERIMETER SEALS (HEAD AND JAMB SEALS PLUS AN AUTO DOOR BOTTOM, GLAZING IN DOORS TO BE 1/2" LAMINATED GLASS.
 - CONNECTIONS BETWEEN INTERIOR WALLS AND FEMS TO BE COORDINATED. TYPICAL FOR ALL STC-RATED ASSEMBLIES.
 - ALL DOORS AT MECHANICAL PLATFORMS TO HAVE FULL PERIMETER SEALS WITH HEAD AND JAMB SEALS PLUS AN AUTO-DOOR BOTTOM.
 - 360 COMPRESSIONS WILL HAVE A FIRE-RATED SHAFT WALL TO ENCLOSE FLUE AT HOOD

Keynote Legend - Sheet

Key Note	Keynote Text
01 20 00 01	METAL LADDER
01 10 00	EXPANSION CONTROL
01 01 00	EXTERIOR STONE/CONCRETE FINISHING
10 22 00	COLORING PANEL, PARTITIONING
10 20 00 05	SLAB MOUNTED PAPER TOWEL, ROLL DISPENSER, AUTOMATIC
10 20 00 10	SLAB MOUNTED SOAP DISH
11 01 00	1/2" GRANITE COUNTERTOP

POPULOUS

Architectural - Interior Design - Landscape Design
Brand Activation - Wayfinding - Product Design
Event - Urban Design - Proactive Design Build

1830 Stout Street
Denver, CO 80202
303.352.2780

Associate Architect
Alle Group, Inc.
13000 W. Colfax Ave., Suite C-105
Lawrence, CO 80503
(303) 551-4990

Civil - Structural
Marin Martin
13889 W. Colfax Ave.
Lawrence, CO 80515
(303) 683-6100

ME P
ME Engineers
14142 Denver West Parkway, Suite 300
Golden, CO 80401
(303) 421-6955

1407 Washington Ave
Golden, CO 80401
(303) 396-9474

CMFA
15889 W. Colfax Ave
Lawrence, CO 80515
(303) 683-6100

Copy Electrical Engineering, Inc.
7362 So. Whiting Court, Suite B
Englewood, CO 80112
(303) 686-1258

Landscape Architecture
Dix Brudie
1011 15th St.
Denver, CO 80202
(720) 348-1986

Fire Protection
Veritas Fire Engineering, Inc.
12384 West Arroyo Parkway, Suite 130
Lawrence, CO 80528
(303) 685-3300

Food Services
Young Garco
895 East Tully Avenue, Suite 1320
Denver, CO 80207
(303) 648-1600

Technology
K2 Audio LLC
4007 Northglenn Ct., Suite 200
Boulder, CO 80301
(303) 440-9500

Life Safety
Howe Engineers, Inc.
141 Longwater Drive, Suite 110
Newell, MO 65051
(781) 878-3500

PROJECT NAME
NW LIVESTOCK CENTER

4800 PACKING HOUSE RD.
DENVER, CO 80216

ISSUED NAME
PHASE ONE

ISSUED DATE
09/30/22

ISSUED BY
POPULOUS

PROJECT NUMBER
20.5072

PAPER SIZE
E

SHEET NUMBER
A3-13

REVISIONS

NO.	DATE	DESCRIPTION
7	04/07/2023	AS1 A007
8	04/27/2023	AS1 A008
9	04/27/2023	AS1 A009

STAMP

POPULOUS

PROJECT NAME
NW LIVESTOCK CENTER

4800 PACKING HOUSE RD.
DENVER, CO 80216

ISSUED NAME
PHASE ONE

ISSUED DATE
09/30/22

ISSUED BY
POPULOUS

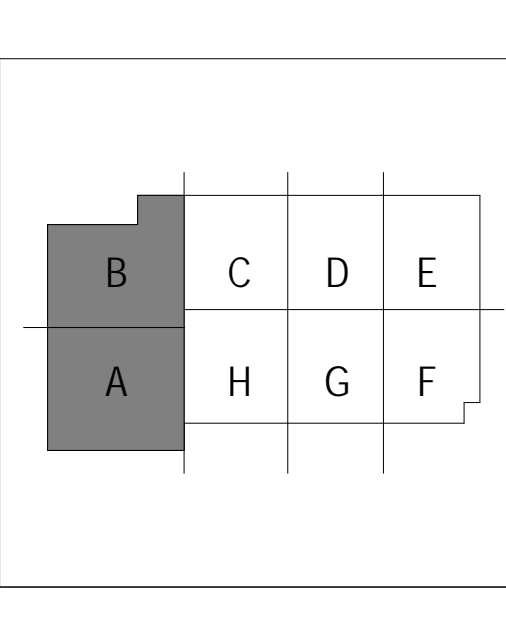
PROJECT NUMBER
20.5072

PAPER SIZE
E

SHEET NUMBER
A3-13

REVISIONS

NO.	DATE	DESCRIPTION
7	04/07/2023	AS1 A007
8	04/27/2023	AS1 A008
9	04/27/2023	AS1 A009



PROJECT NAME
NW LIVESTOCK CENTER

4800 PACKING HOUSE RD.
DENVER, CO 80216

ISSUED NAME
PHASE ONE

ISSUED DATE
09/30/22

ISSUED BY
POPULOUS

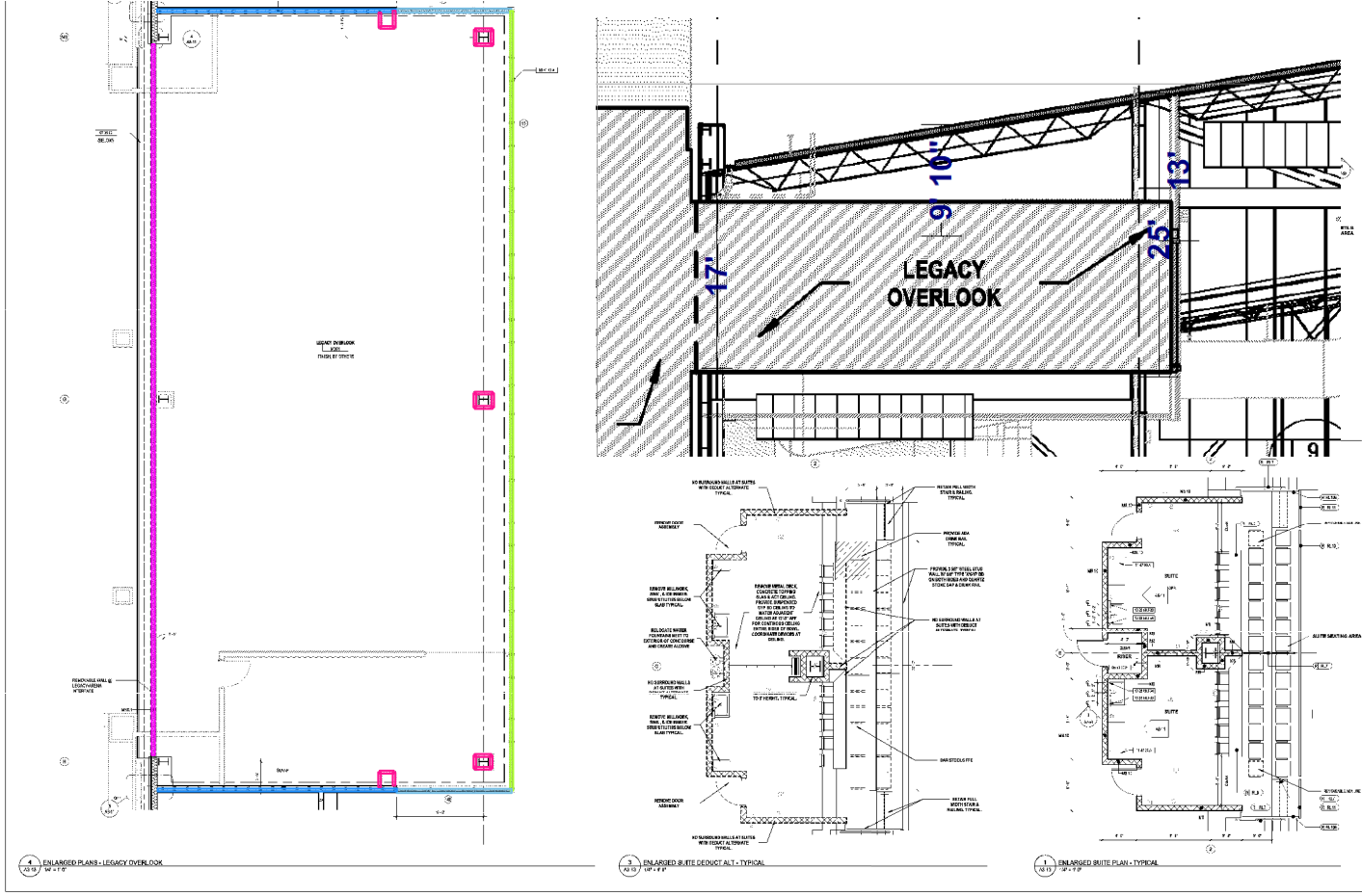
PROJECT NUMBER
20.5072

PAPER SIZE
E

SHEET NUMBER
A3-13

ENLARGED ARENA PLANS - SUITES & LEGACY OVERLOOK

SHEET NUMBER
A3-13



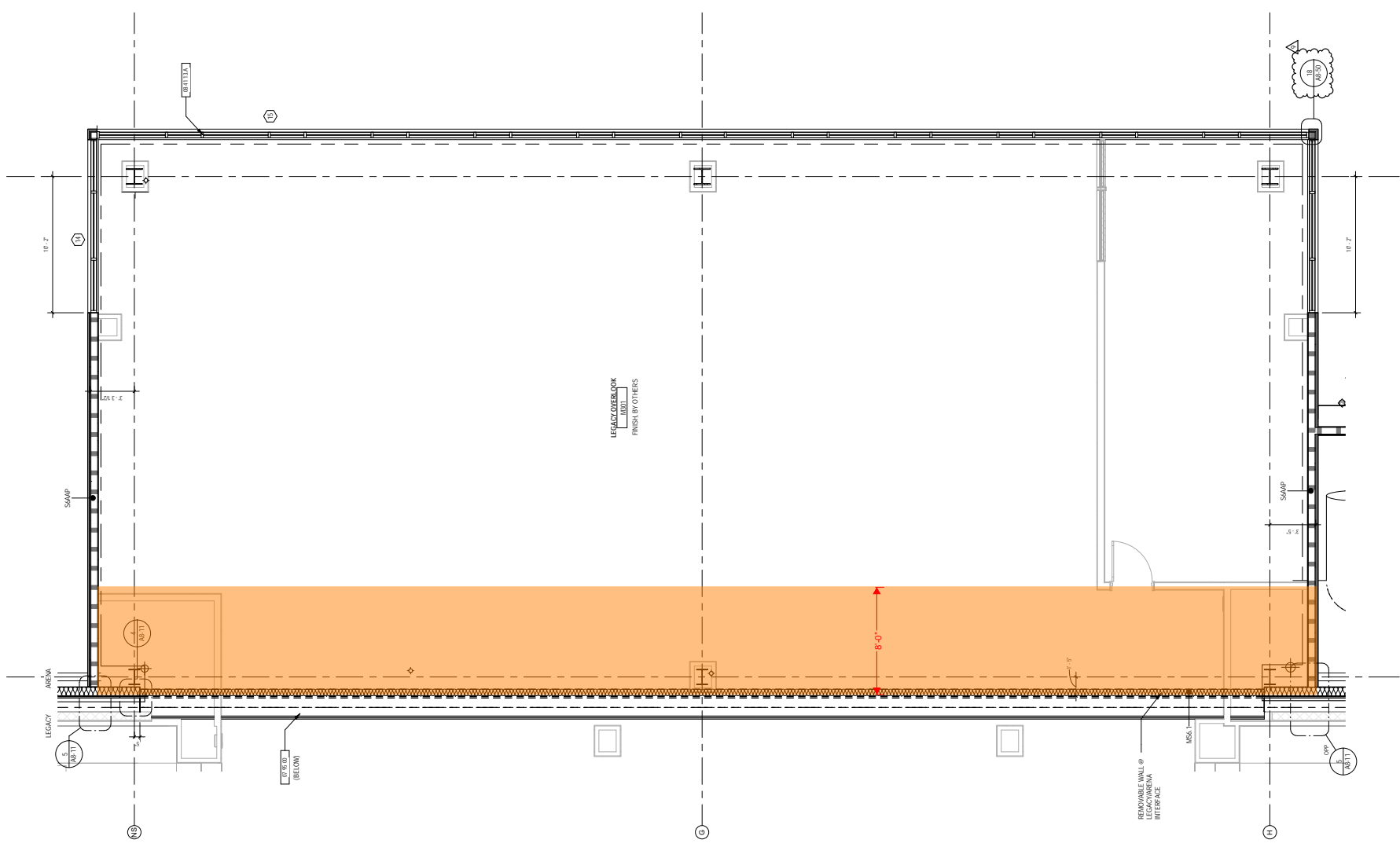
 Legacy Column Wraps (Assume 21' average)	32 LF	677 SF	removed from estimate
 Legacy Exterior Removable Wall MS6.1 (15' tall)	83 LF	1,745 SF	included as an allowance
 Legacy Walls Above Storefront (Sloped) Assume 11'5"	27 LF	305 SF	
 Legacy Walls Above Storefront 13' HO Storefront to Deck	91 LF	1,185 SF	
 Legacy Walls Full Height (Assume 21' average)	56 LF	1,174 SF	

LEGACY	STOREFRONT GYP HEADER/FRAMING AT LEGACY INTERFACE	\$143,721
	REMOVEABLE WALL AT LEGACY	\$30,486
	GYP WRAP COLUMNS	\$12,827
ADD:	PREFABRICATED WALL AT INTERFACE (ALT. FOR REMOVEABLE WALL)	\$15,000

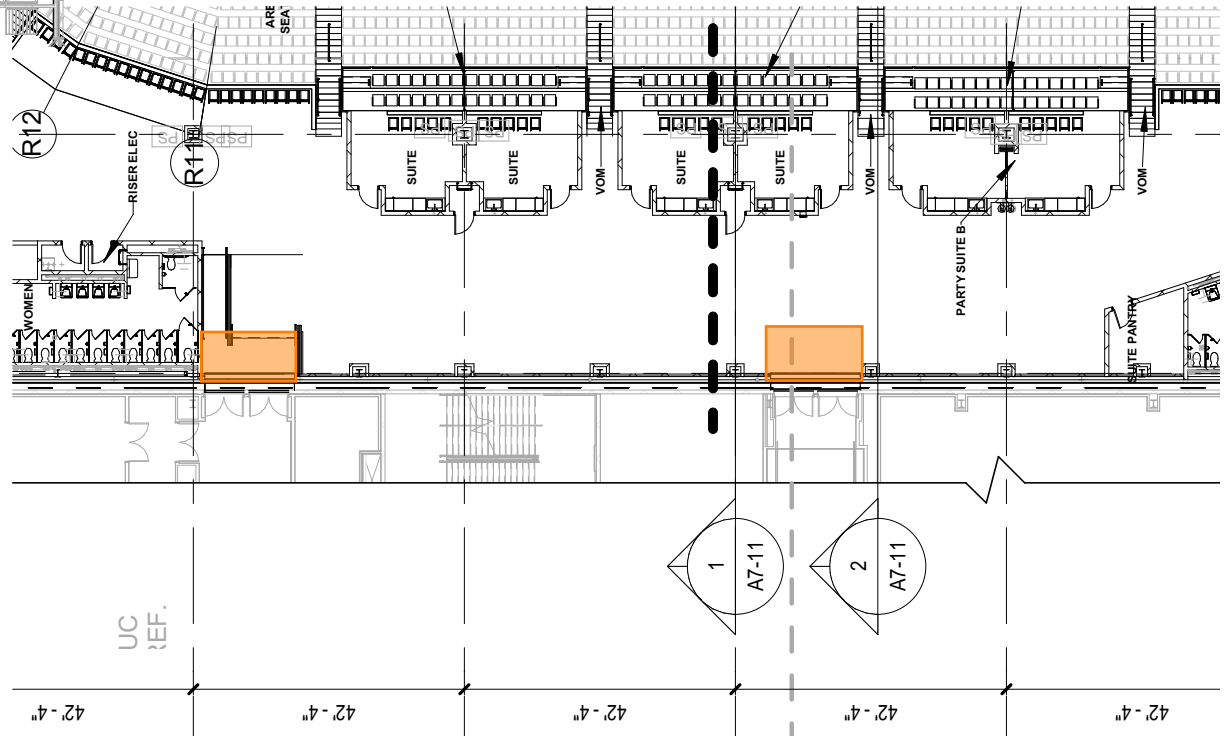
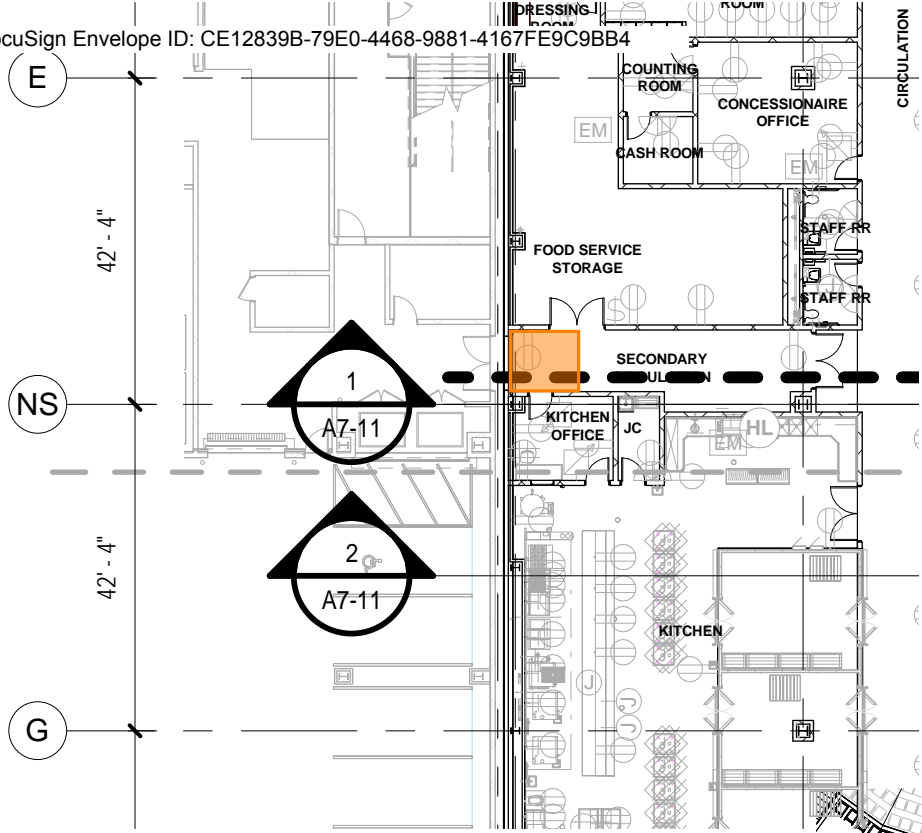
09.20.00 Plaster and Gypsum Board							
<u>Exterior Wall Assemblies</u>							
Densglass Wall Assembly - Allowance	1,745	allow	\$	17.47	\$	30,485.15	6" stud w/ 5/8" Densglass 1 side Batt Insulation between studs - Allowance if Legacy is not constructed in time.
Gyp wrap columns - 2HR Rated	-	sf	\$	-	\$	-	677 sf Removed from Estimate
<u>Interior GWB Wall Assemblies</u>							
GWB - Double sided, Offset Stud	2,664	sf	\$	53.95	\$	143,722.80	Fire Rated 3 5/8" offset studs w/ 6" stud, 1 layer 5/8" GWB each side, acoustic insulation - Header and sidewall to deck for storefront at Legacy Interface Club Extension Level 4 finish on all both sides per specifications. Includes Snorkel Lift and inefficiencies for drywall sheathing and finishing from Arena slab level. Scaffolding on Legacy side up to 21 feet for finishing interior.

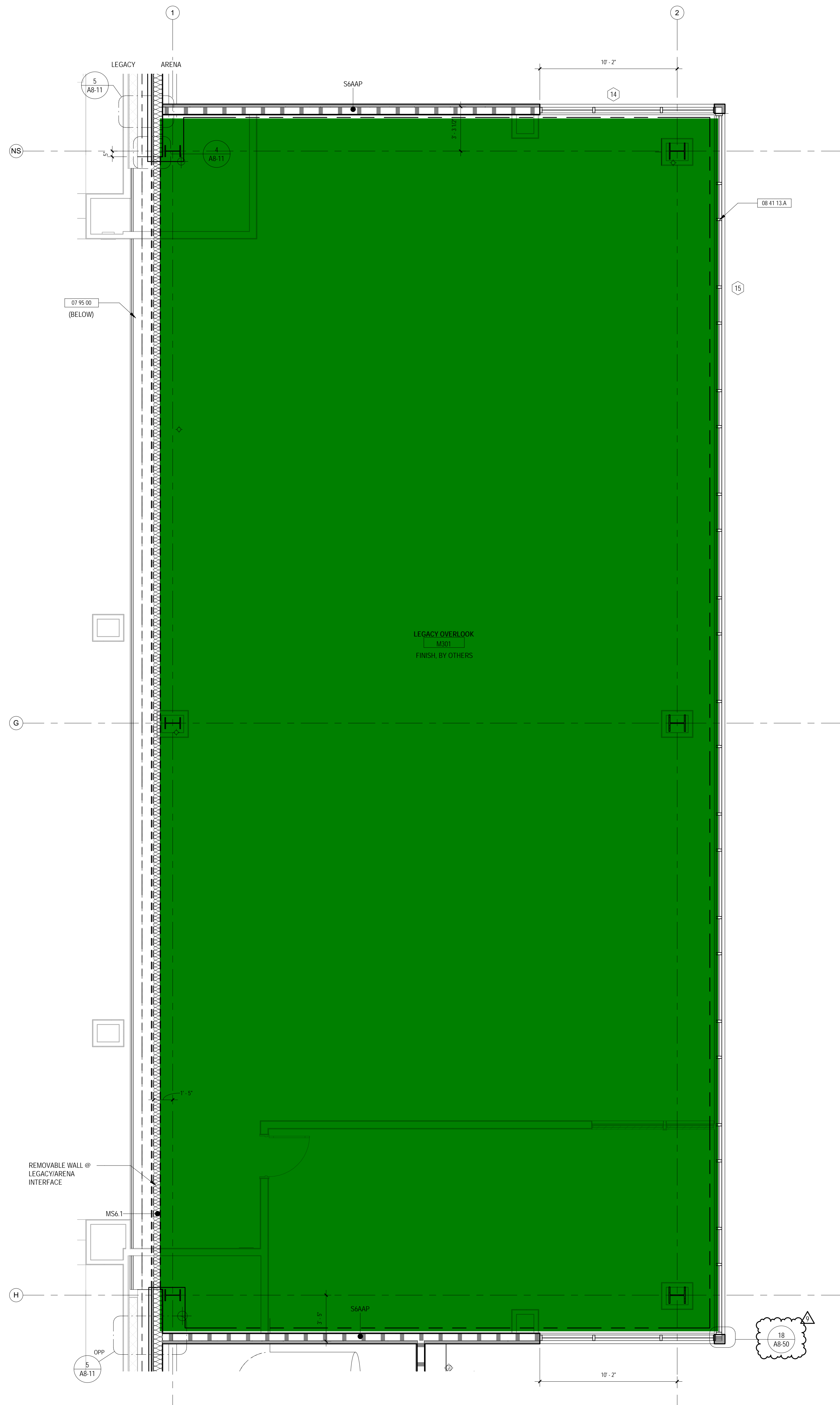
DIVISION 5 Floor Leveling

09.60.00 Flooring						
	<u>Resilient Flooring, Base and Accessories</u>					
	<u>L17 Floor Leveling Allowance</u>	1,920	Allow	\$	2.00	\$ 3,840.00



4 ENLARGED PLANS - LEGACY OVERLOOK
A3-13 1/4" = 1'-0"

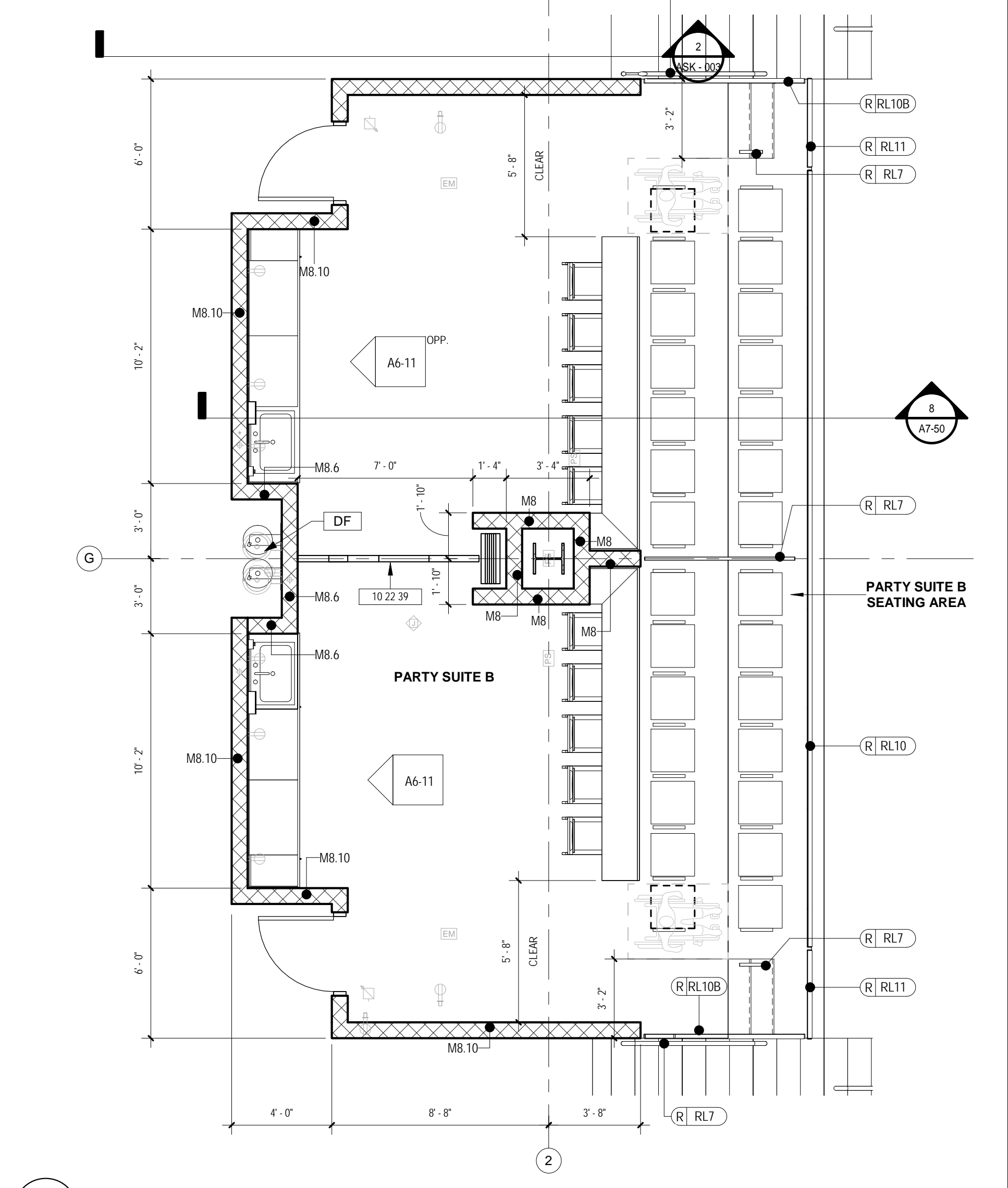




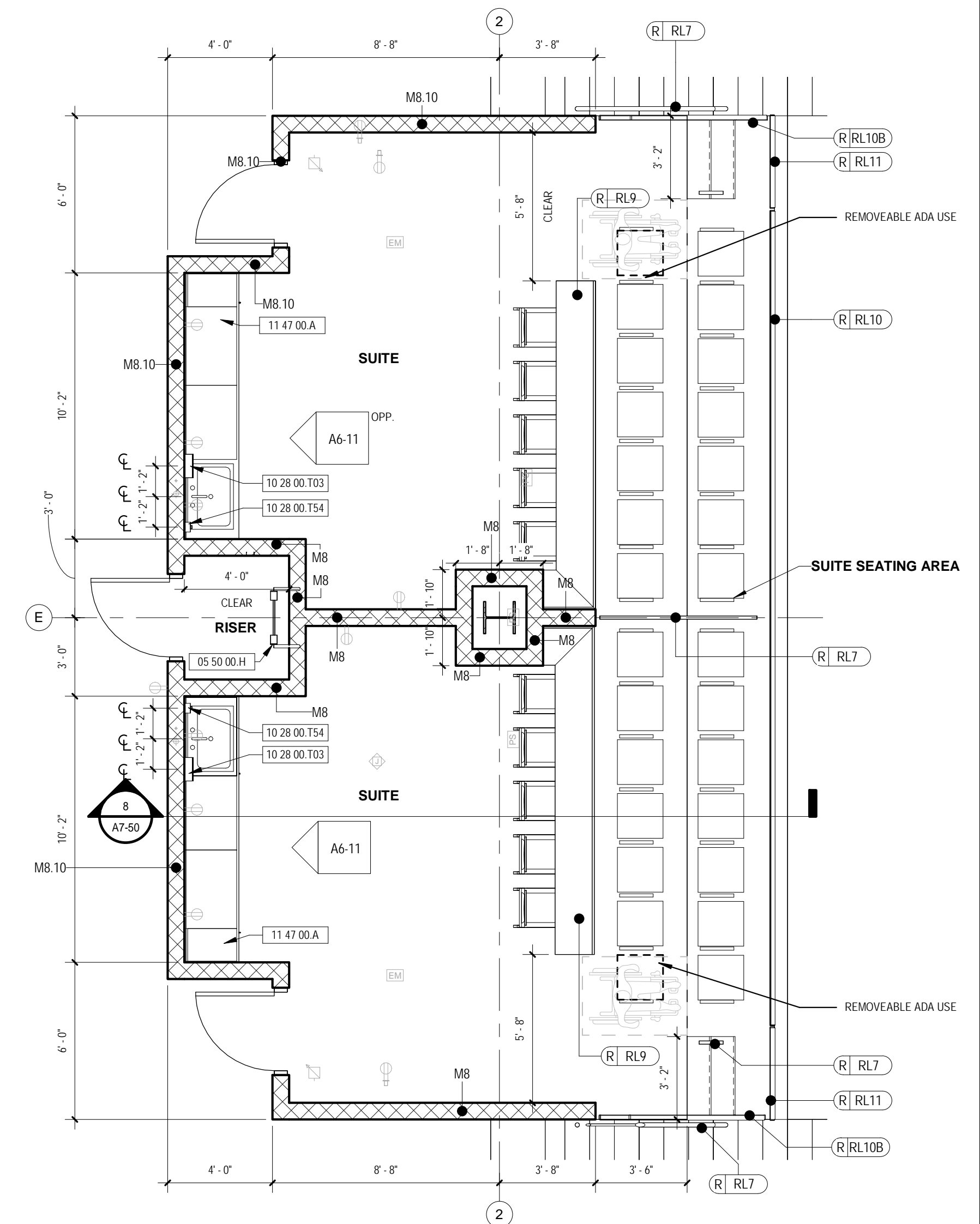
Legend
 Description
 K13 Underneath Legacy Interface

4 AS-13 ENLARGED PLANS - LEGACY OVERLOOK
 1/4" = 1'-0"

3 AS-13 ENLARGED SUITE DEDUCT ALT - TYPICAL
 1/4" = 1'-0"



2 AS-13 ENLARGED PARTY SUITE - TYPICAL
 1/4" = 1'-0"



1 AS-13 ENLARGED SUITE PLAN - TYPICAL
 1/4" = 1'-0"

- FLOOR PLAN NOTES:**
- COLUMN TO HAVE 1 HOUR MOWOKOTE TO 2" ABOVE FINISH FLOOR WITH 1" CMU WALL LOCATED 4" CLEAR FROM STEEL TO BACK OF CMU TO 8" ABOVE FINISH FLOOR UNLESS NOTED OTHERWISE. PROVIDE COVER FOR MASONRY WALL.
 - ALL DOORS IN ACTION WALL WALLS WITH AN STC RATING TO HAVE FULL PERIMETER SEALS (HEAD AND JAMB SEALS PLUS AN AUTO DOOR BOTTOM, GLAZING IN DOORS TO BE 1/2" LAMINATED GLASS.
 - CONNECTIONS BETWEEN INTERIOR WALLS AND POMS TO BE COORDINATED. TYPICAL FOR ALL STC-RATED ASSEMBLIES.
 - ALL DOORS AT MECHANICAL PLATFORMS TO HAVE FULL PERIMETER SEALS WITH HEAD AND JAMB SEALS PLUS AN AUTO-DOOR BOTTOM.
 - 360 COMPRESSIONS WILL HAVE A FIRE-RATED SHAFT WALL TO ENCLOSE FLUE AT HOOD

Keynote Legend - Sheet

Key Note	Keynote Text
07.20.014	ME TAL LADDER
07.95.00	EXPANSION CONTROL
08.01.04	EXTERIOR STONEWORK FINISHING
10.22.29	COLLECTOR PANEL PARTITIONING
10.28.00.75	SLAB MOUNTED PAPER TOWEL, SOIL DISPENSER, AUTOMATIC
10.28.00.74	SLAB MOUNTED SOAP DISH
11.41.04	1/2" MASONRY CORNER

ME P:
ME Engineers
 14142 Denver West Parkway, Suite 300
 Golden, CO 80401
 (303) 421-6955

CMFA:
 1407 Washington Ave
 Golden, CO 80401
 (303) 396-2414

Copy Electrical Engineering, Inc.
 7562 So. Whiting Court, Suite B
 Englewood, CO 80112
 (303) 696-1251

Landscaping Architecture:
DB Studio
 1011 15th St.
 Denver, CO 80202
 (720) 348-1986

Fire Protection:
Veritas Fire Engineering, Inc.
 12384 West Arroyo Park, Suite 130
 Lakewood, CO 80228
 (303) 965-3300

Food Services:
Young Canine
 895 East Tully Avenue, Suite 1320
 Denver, CO 80207
 (303) 648-1600

Technology:
K2 Audio LLC
 4807 Walden Ct., N. Suite 200
 Boulder, CO 80301
 (303) 440-9049

Life Safety:
Flow Engineers, Inc.
 141 Longwater Drive, Suite 110
 Newell, MO 65051
 (781) 878-3500

Architectural - Interior Design - Landscape Design
 Brand Activation - Wayfinding - Product Design
 Event - Urban Design - Proactive Design Build

1830 Stout Street
 Denver, CO 80202
 303.352.2780

Associate Architect
Alex Orsini, Inc.
 13800 W. Colfax Ave., Suite C-105
 Lakewood, CO 80215
 (303) 521-4990

Civil - Structural
Marin Martin
 13899 W. Colfax Ave
 Lakewood, CO 80215
 (303) 491-6100

ME P
ME Engineers
 14142 Denver West Parkway, Suite 300
 Golden, CO 80401
 (303) 421-6955

CMFA
 1407 Washington Ave
 Golden, CO 80401
 (303) 396-2414

Copy Electrical Engineering, Inc.
 7562 So. Whiting Court, Suite B
 Englewood, CO 80112
 (303) 696-1251

Landscaping Architecture:
DB Studio
 1011 15th St.
 Denver, CO 80202
 (720) 348-1986

Fire Protection:
Veritas Fire Engineering, Inc.
 12384 West Arroyo Park, Suite 130
 Lakewood, CO 80228
 (303) 965-3300

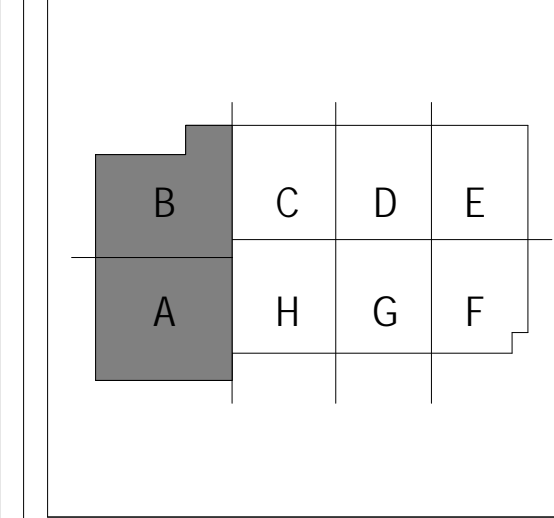
Food Services:
Young Canine
 895 East Tully Avenue, Suite 1320
 Denver, CO 80207
 (303) 648-1600

Technology:
K2 Audio LLC
 4807 Walden Ct., N. Suite 200
 Boulder, CO 80301
 (303) 440-9049

Life Safety:
Flow Engineers, Inc.
 141 Longwater Drive, Suite 110
 Newell, MO 65051
 (781) 878-3500

REVISIONS

NO.	DATE	DESCRIPTION
7	04/27/2023	ASI A007
8	04/27/2023	ASI A008
9	04/27/2023	ASI A009



PROJECT NAME
NW LIVESTOCK CENTER

4885 PACIFIC HIGHLAND RD.
 DENVER, CO 80216

ISSUED NAME
PHASE ONE

ISSUED DATE
09/30/22

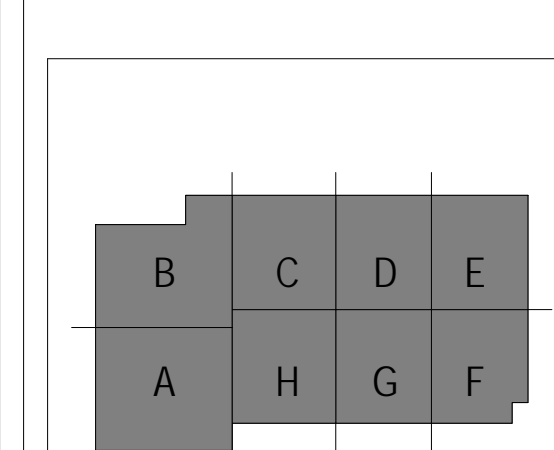
PROJECT NUMBER
20.5072

ISSUED BY
POPULOUS

ISSUED DATE
09/30/22

PROJECT NUMBER
20.5072

Table with columns: NO., DATE, DESCRIPTION. Includes revision history for details 3 and 4.



PROJECT NAME: NW LIVESTOCK CENTER

4800 PACIFIC HARBOR RD. DENVER, CO 80216

PERMIT SET

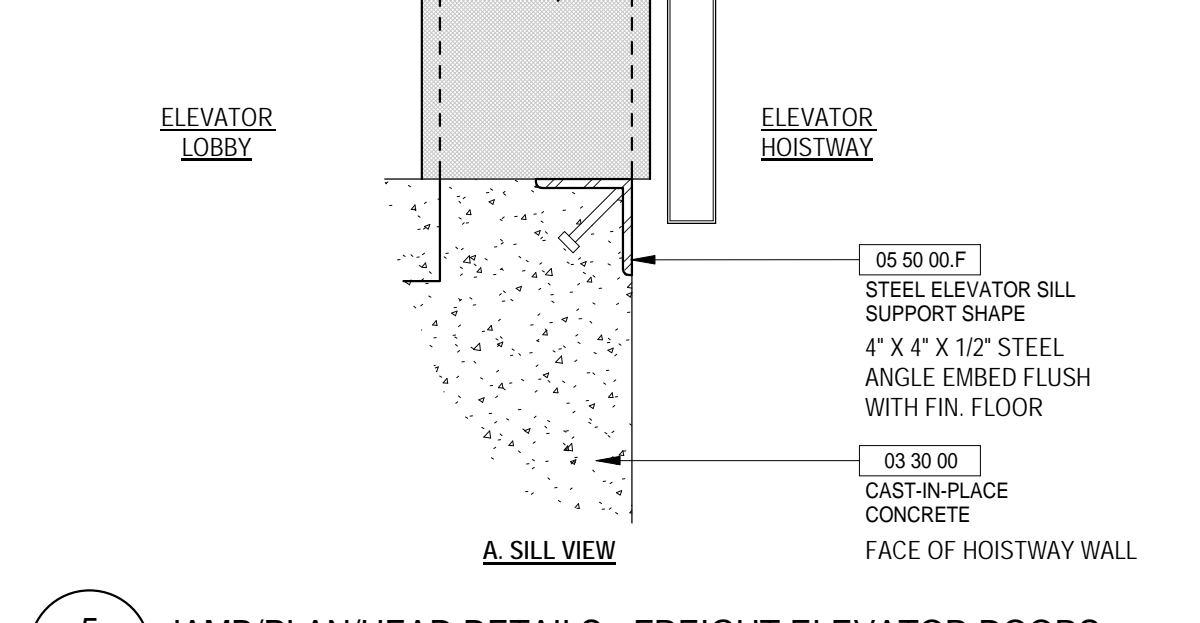
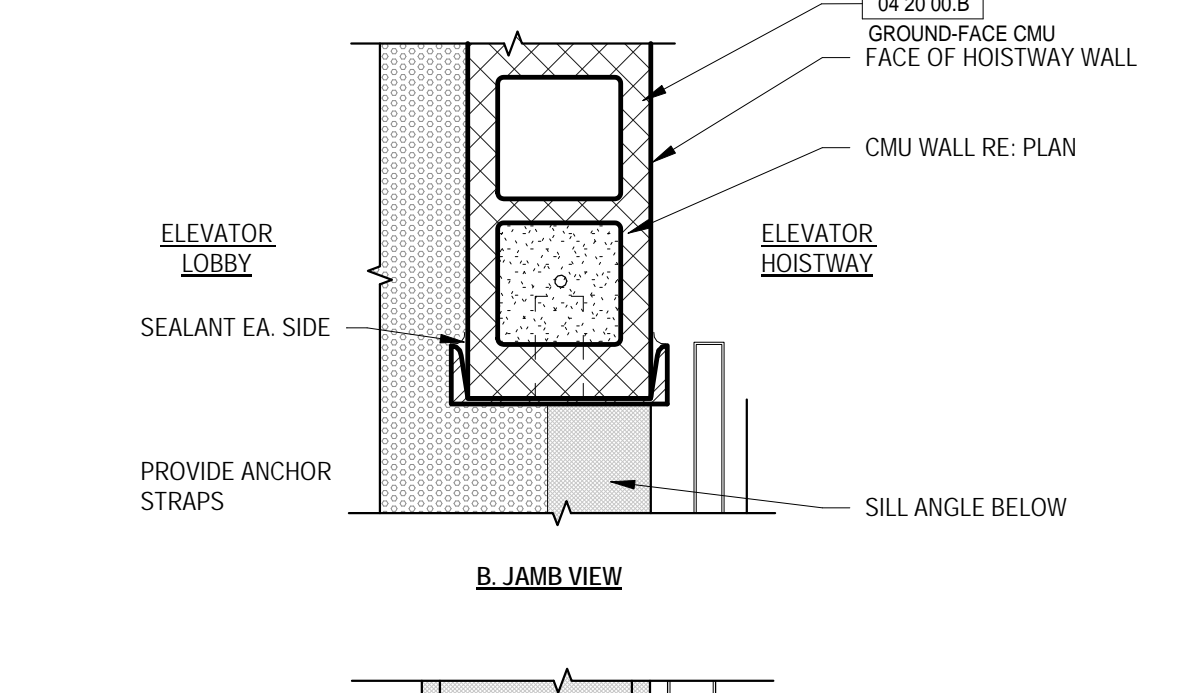
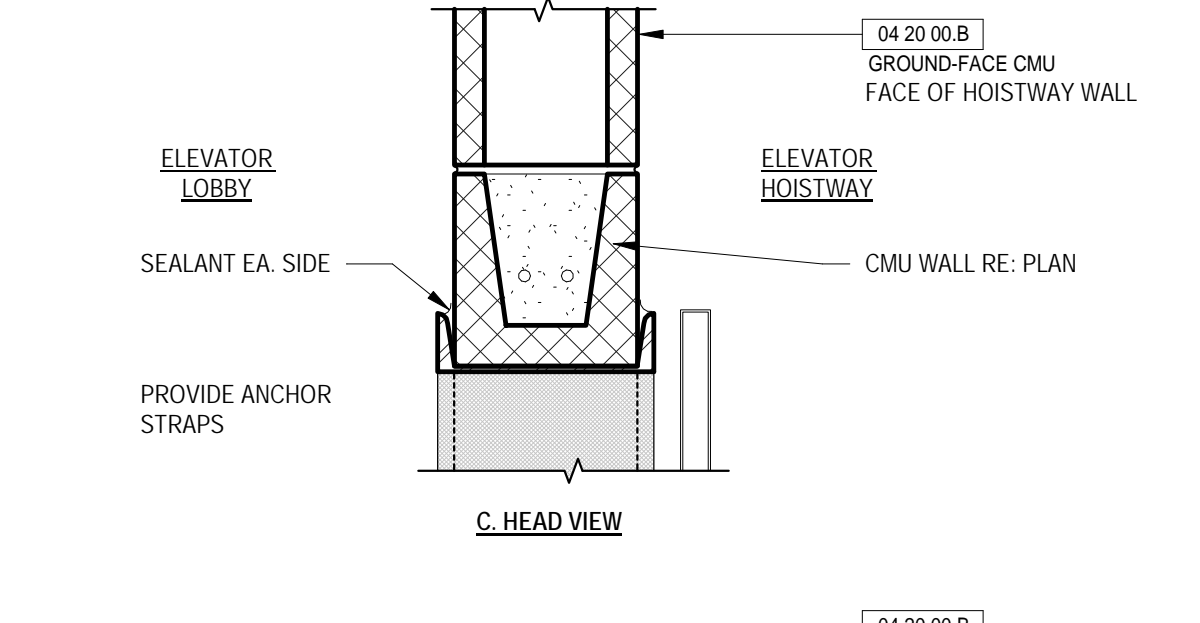
ISSUED DATE: 01/31/23, ISSUED BY: POPULOUS, PROJECT NUMBER: 20.5072, PAPER SIZE: E

SHEET TITLE: INTERIOR DETAILS - OPENINGS

SHEET NUMBER: AB-50

Keynote Legend - Sheet

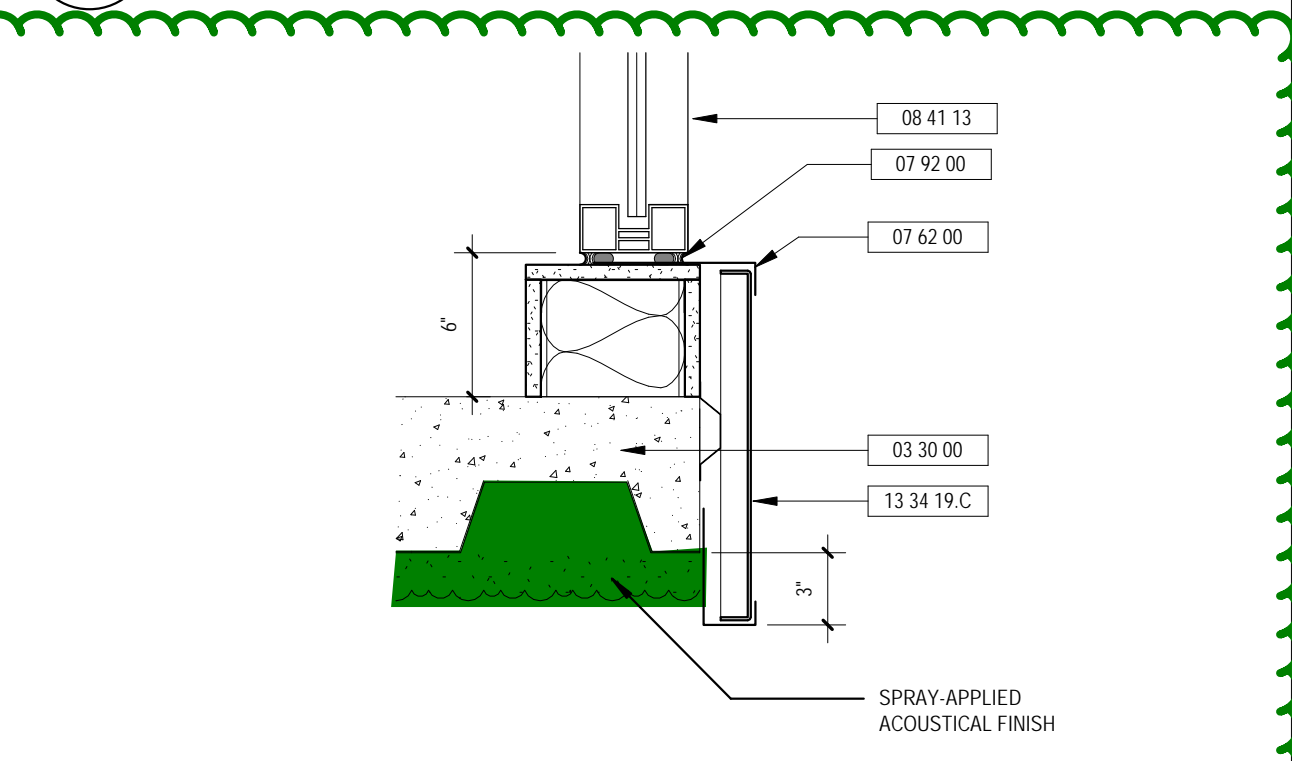
Table with columns: Keynote, Keynote Text. Lists materials like CAST IN-PLACE CONCRETE, GROUND-FACE CMU, REINFORCED MASONRY UNITS, etc.



5 JAMB/PLAN/HEAD DETAILS - FREIGHT ELEVATOR DOORS

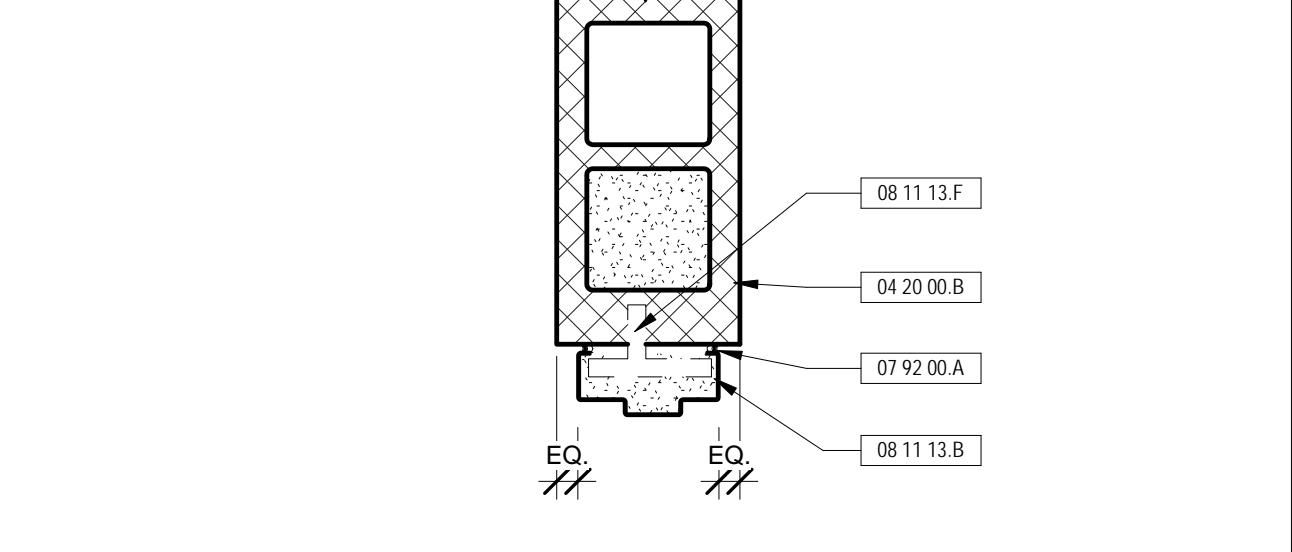
AB-50 1 1/2" = 1'-0"

4 LEGEND Description: K13 Spray Applied Finish Underneath Legacy



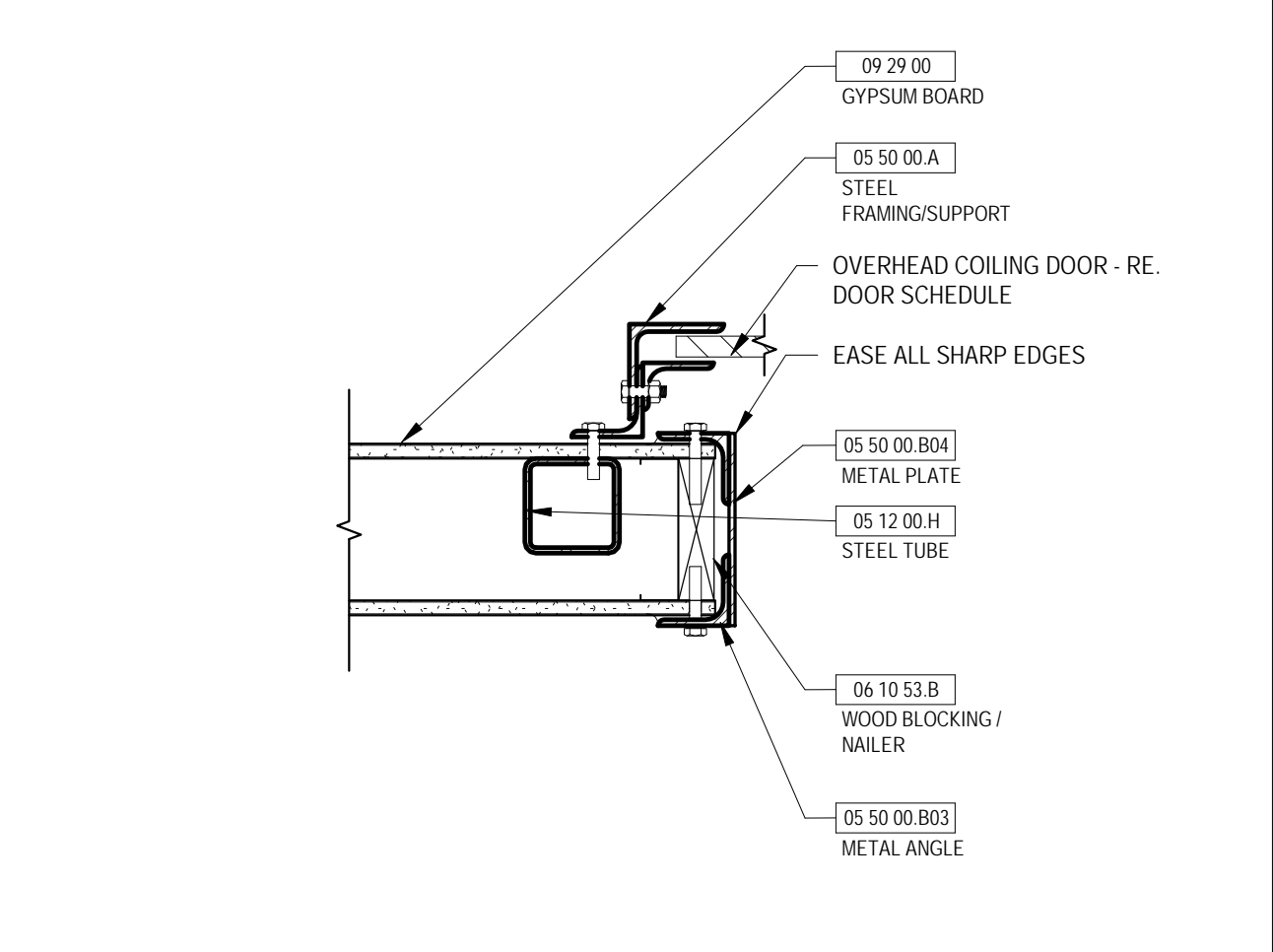
3 DETAIL - STOREFRONT SILL AT LEGACY OVERLOOK

AB-50 1 1/2" = 1'-0"



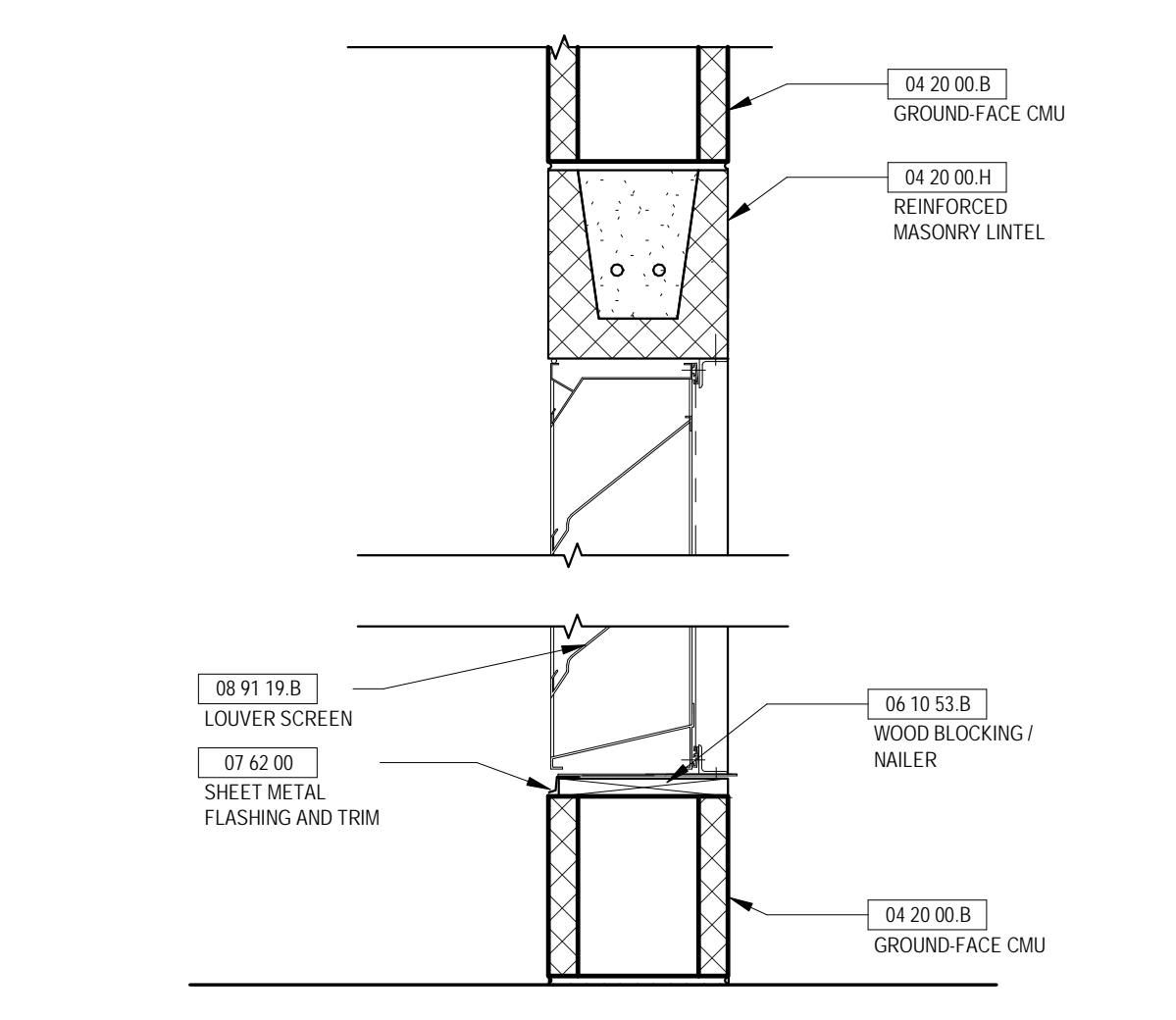
2 INT HM DR FRAME AT CMU/GYP BD PARTITION - JAMB/HEAD DETAIL

AB-50 1 1/2" = 1'-0"



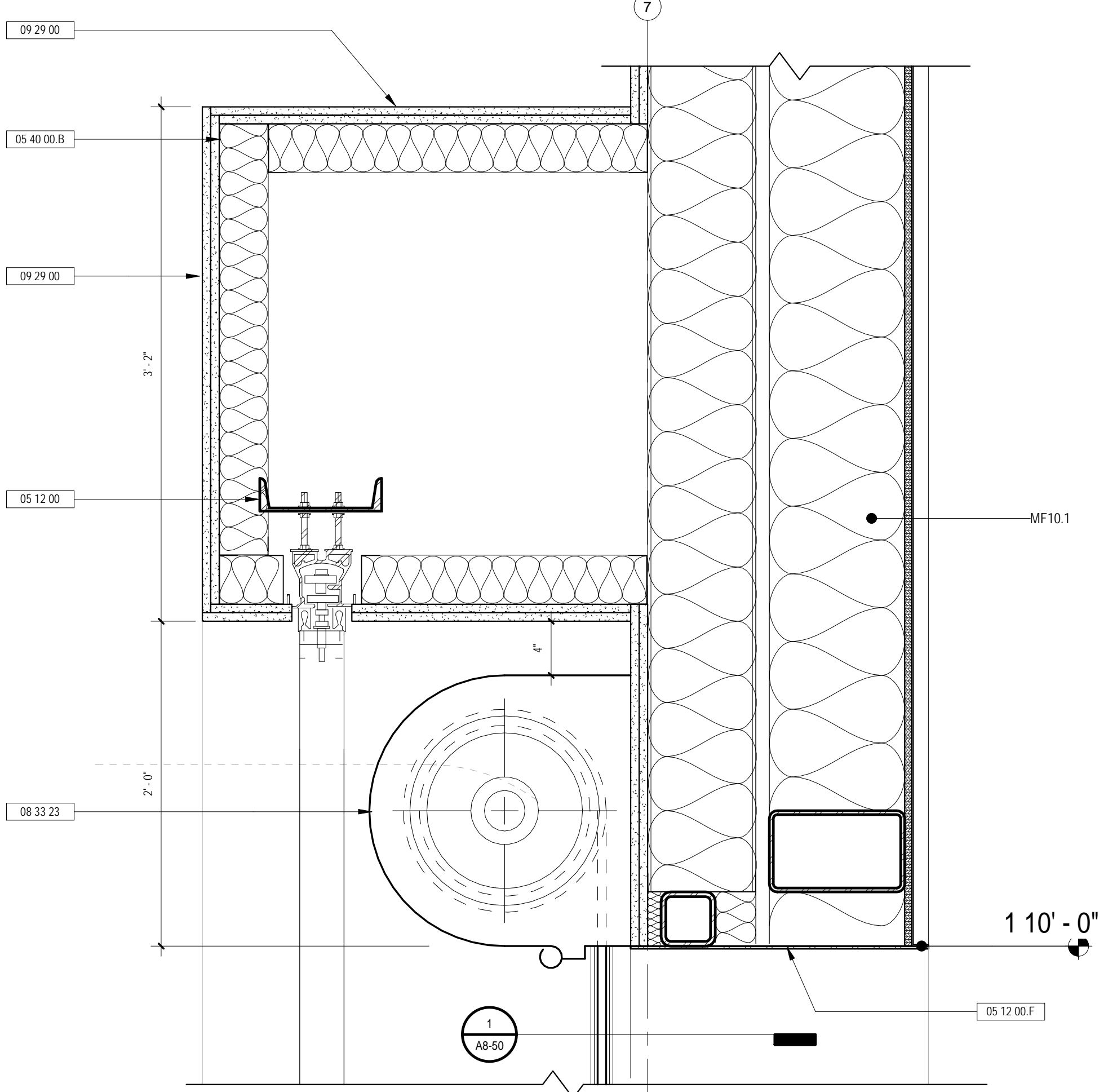
1 COILING DOOR JAMB CONDITIONS - STUD WALL PARTITION

AB-50 1 1/2" = 1'-0"



10 INTERIOR LOUVER AT CMU WALL

AB-50 1 1/2" = 1'-0"

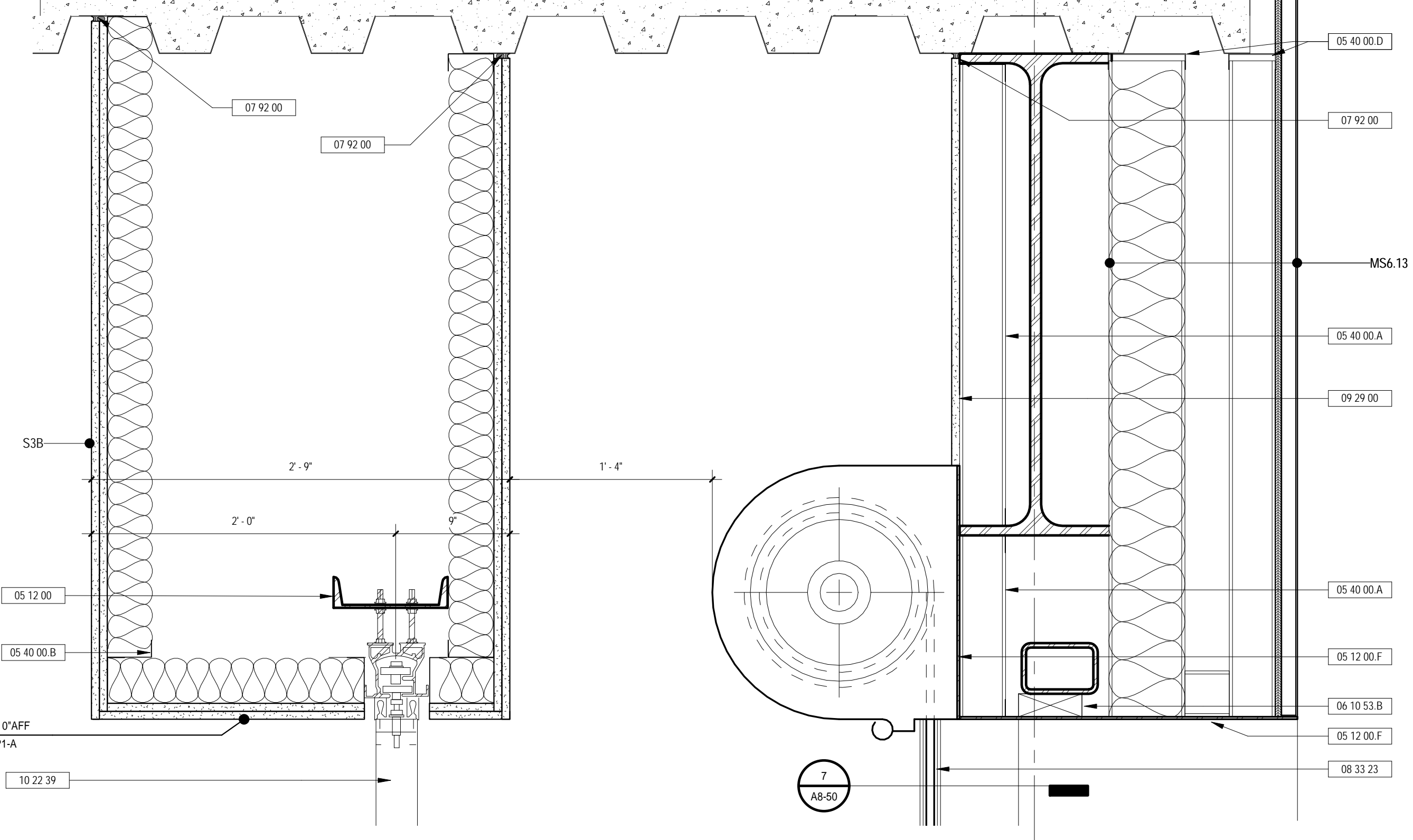


9 DETAIL - OPERABLE PARTITION ABOVE COILING DOOR

AB-50 1 1/2" = 1'-0"

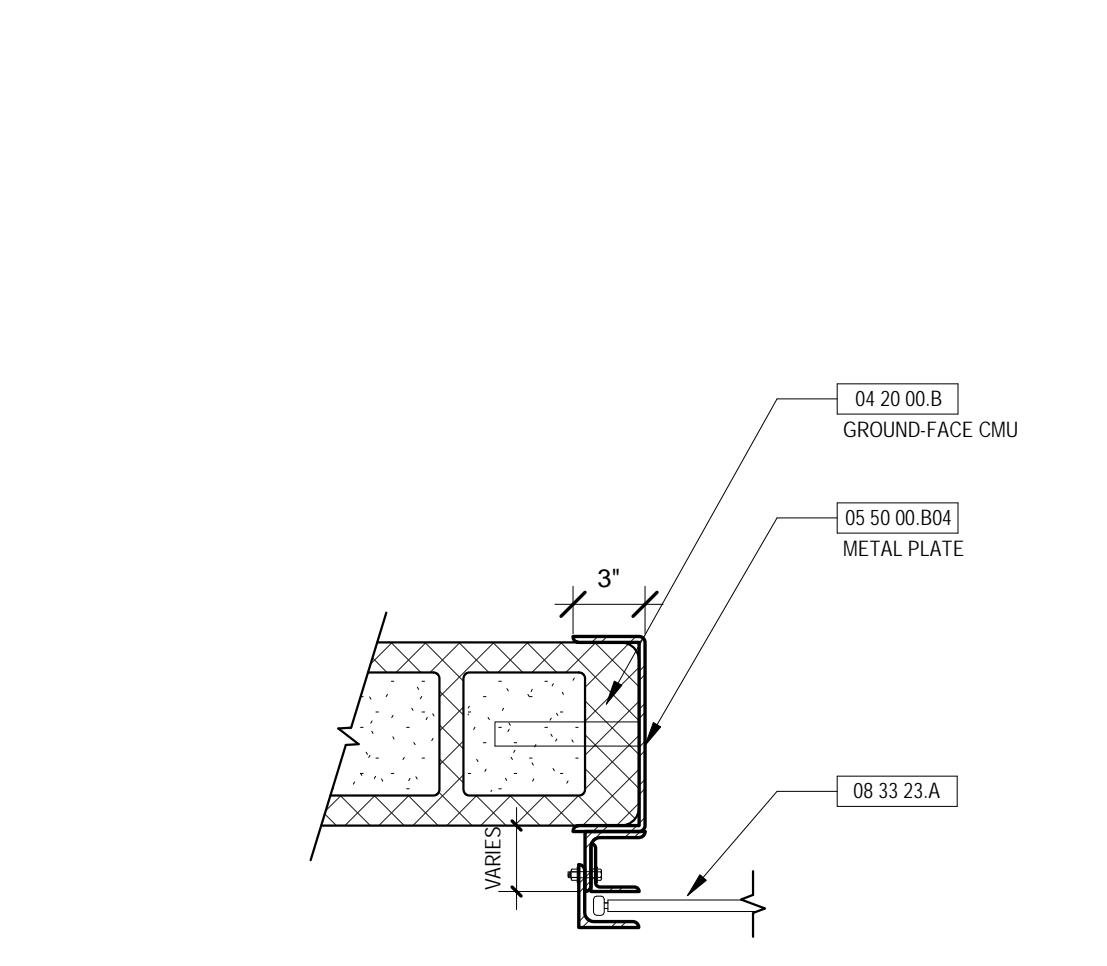
8 DETAIL - OPERABLE PARTITION AND COILING DOOR

AB-50 1 1/2" = 1'-0"



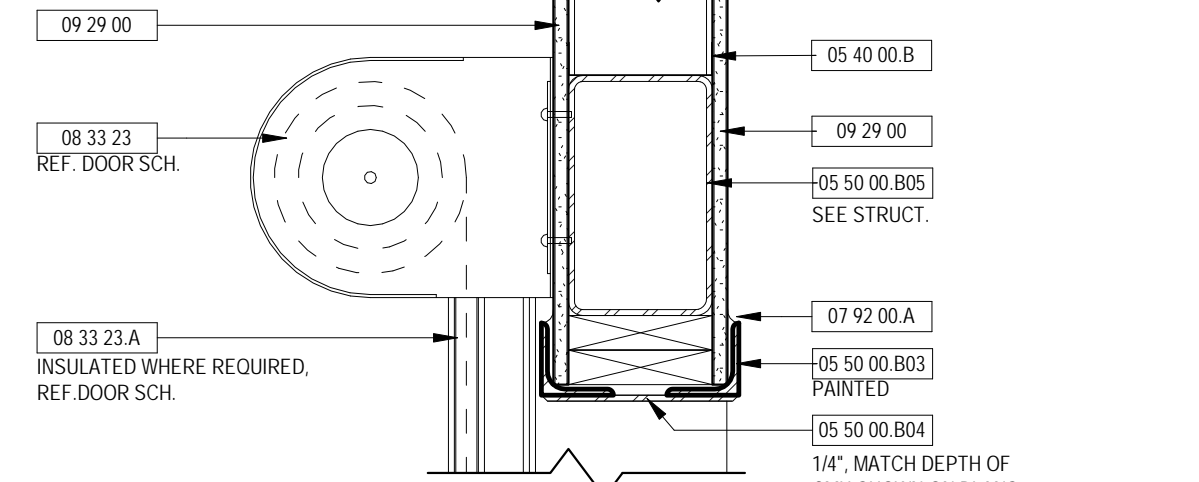
8 DETAIL - OPERABLE PARTITION AND COILING DOOR

AB-50 1 1/2" = 1'-0"



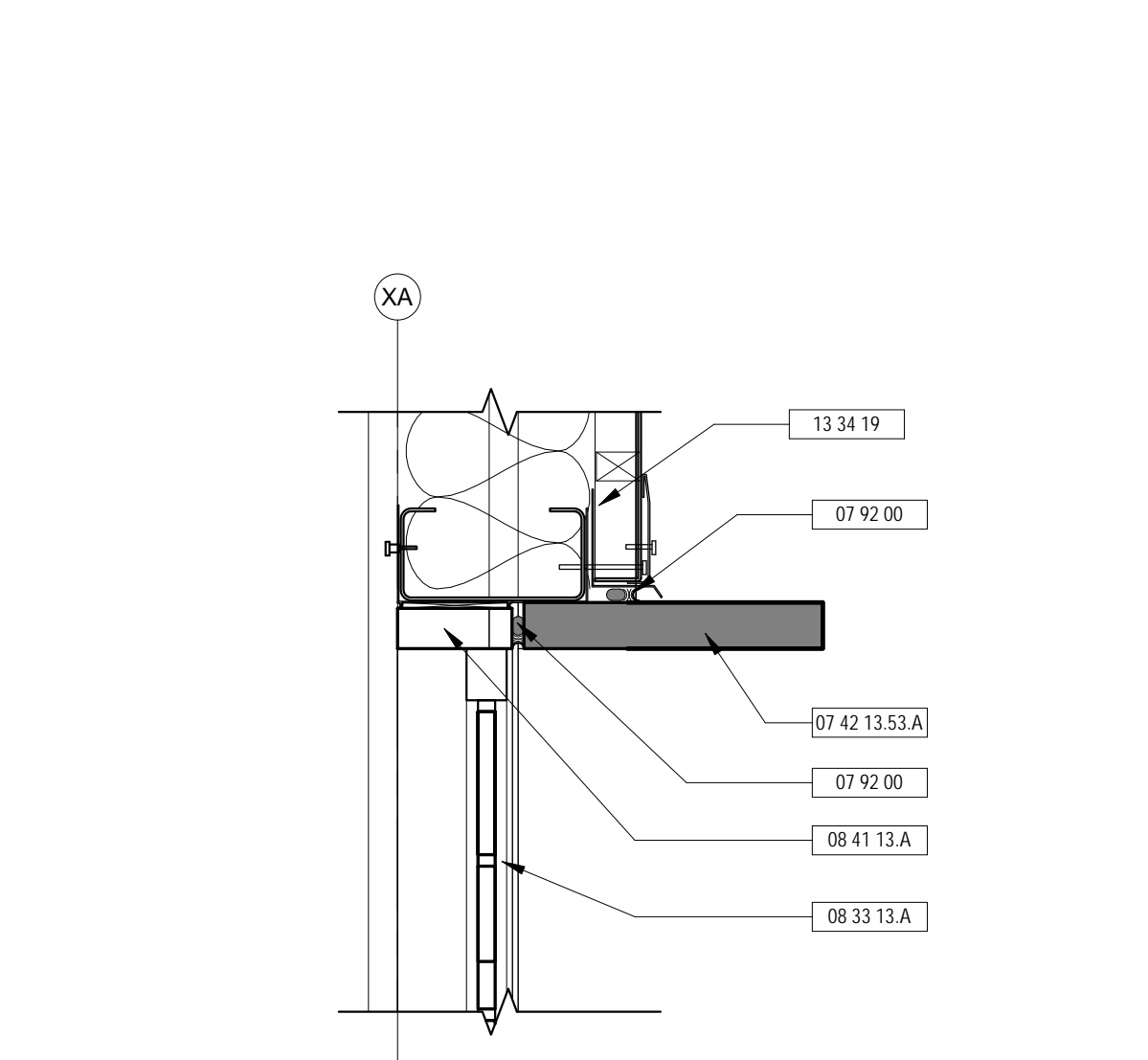
7 COILING DOOR JAMB - CMU PARTITION AT CONCESSION

AB-50 1 1/2" = 1'-0"



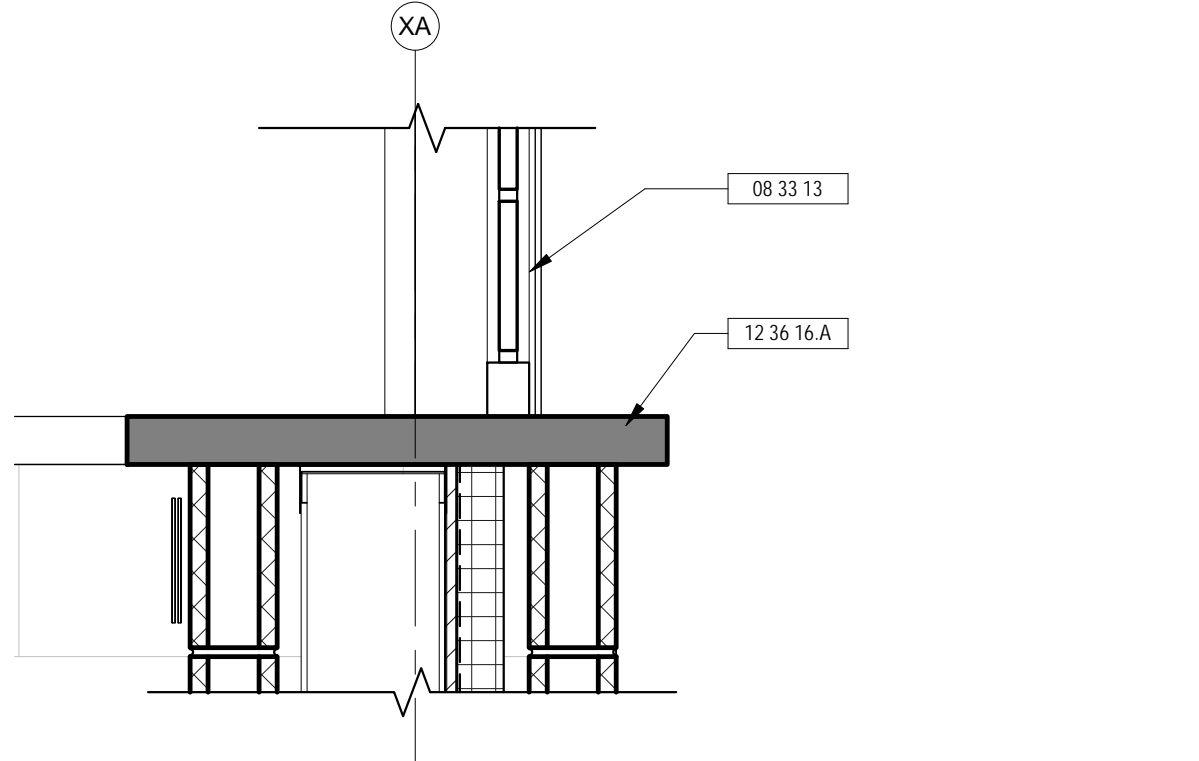
6 HEAD AT OH COILING DOOR STUD WALL

AB-50 1 1/2" = 1'-0"



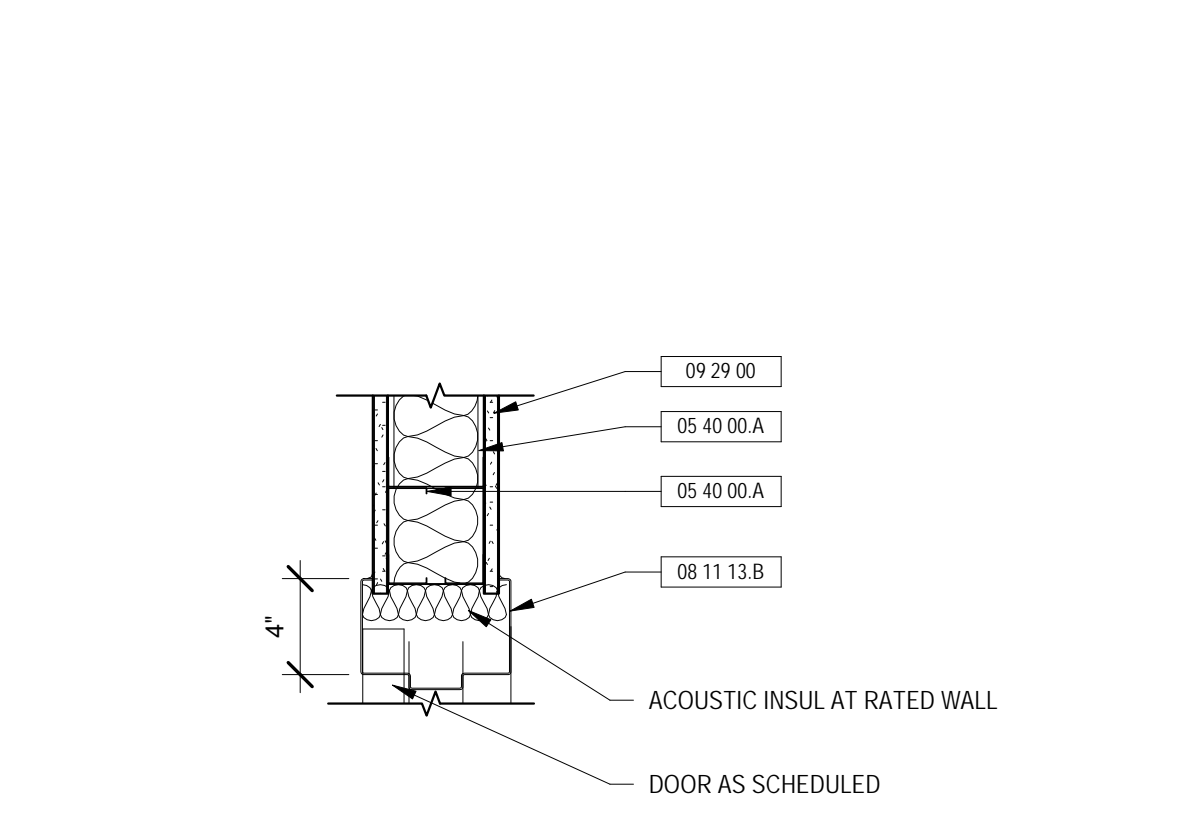
11 SLIDING WINDOW HEAD/SILL

AB-50 1 1/2" = 1'-0"



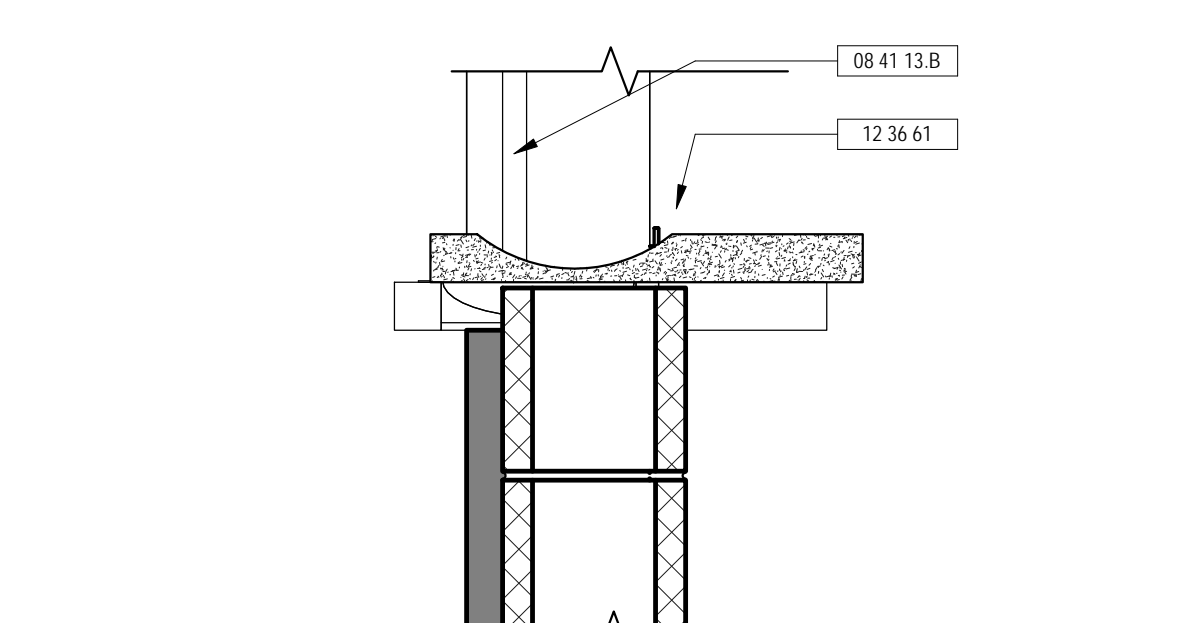
16 EXPO TICKETING SILL DETAIL

AB-50 1 1/2" = 1'-0"



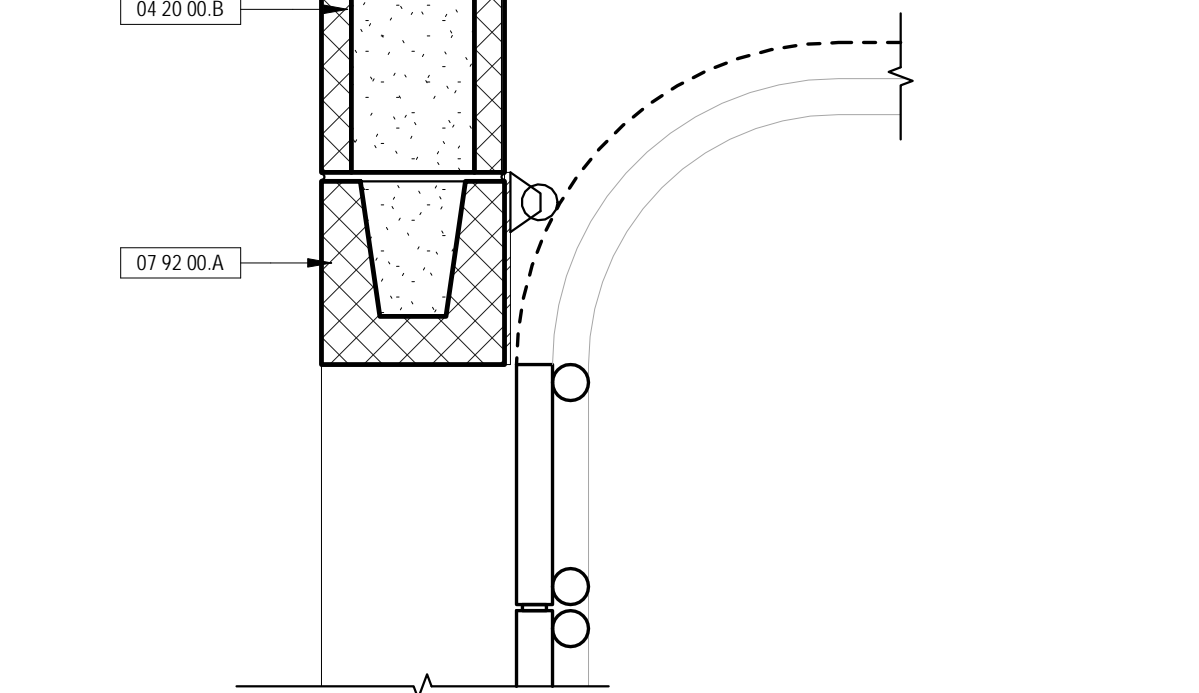
15 DOOR HEAD/JAMB SIM DETAIL AT STUD WALL

AB-50 1 1/2" = 1'-0"



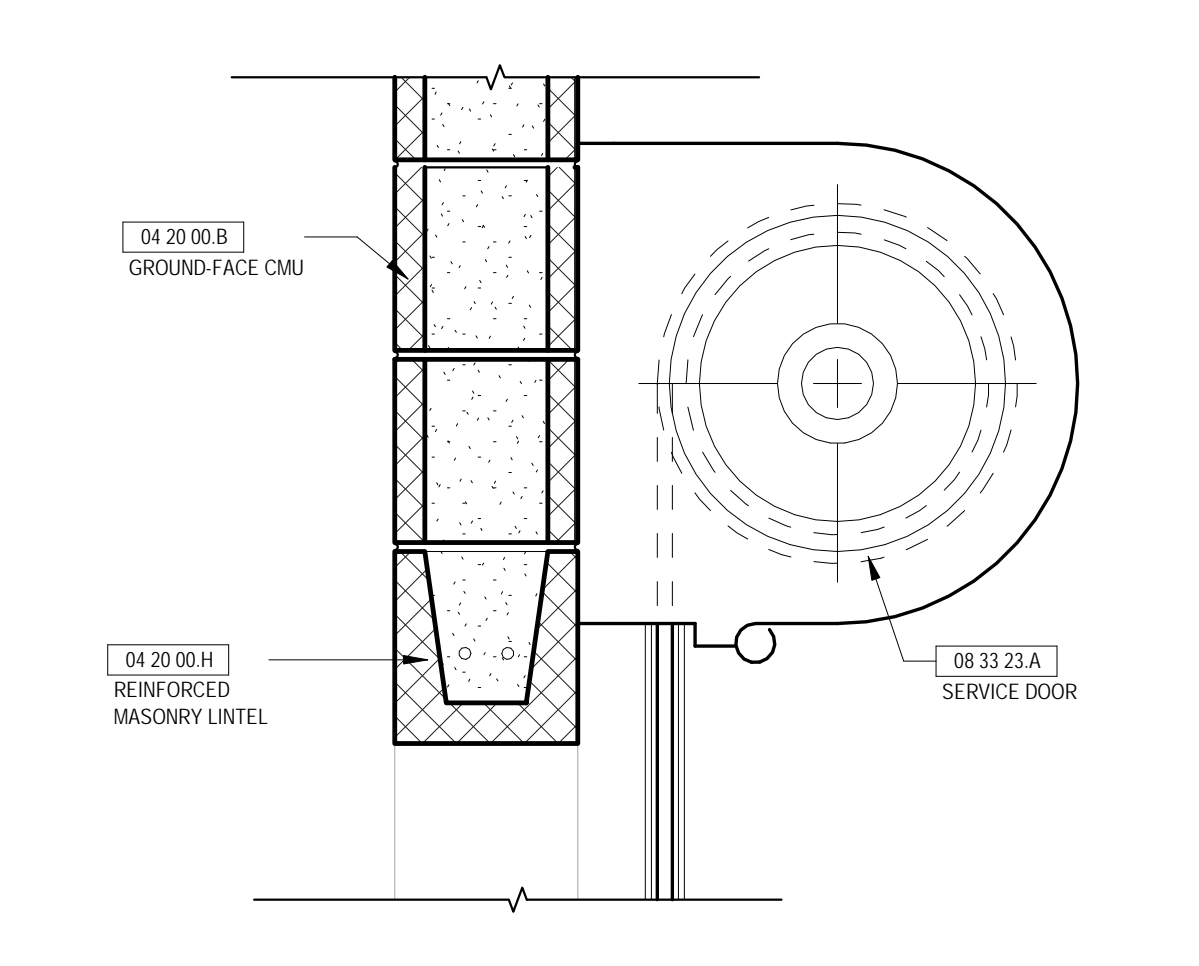
14 EXPO TICKETING A TRANSACTION COUNTER

AB-50 1 1/2" = 1'-0"



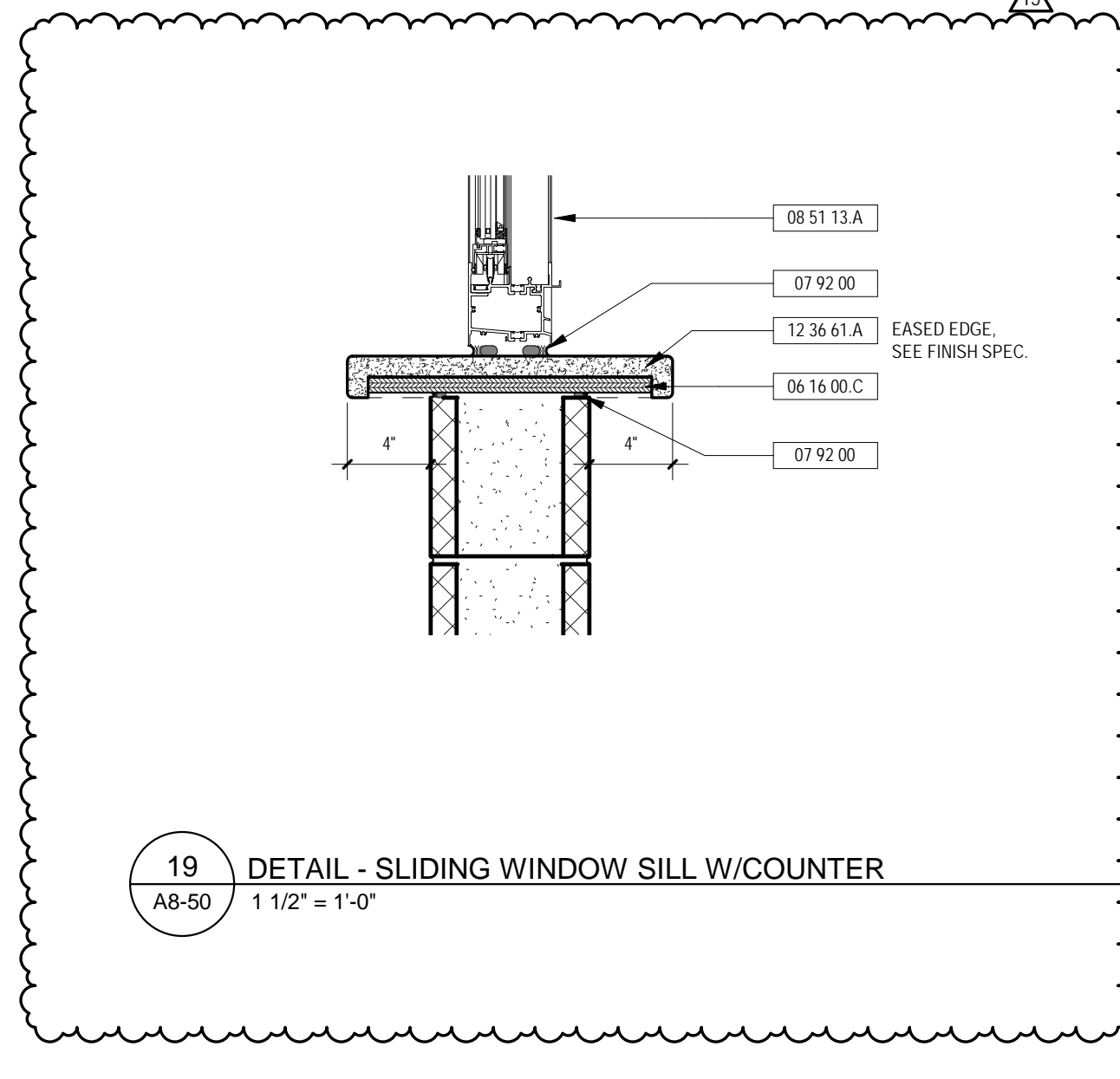
13 SECTIONAL DOOR HEAD - CMU PARTITION AT CONCESSION

AB-50 1 1/2" = 1'-0"



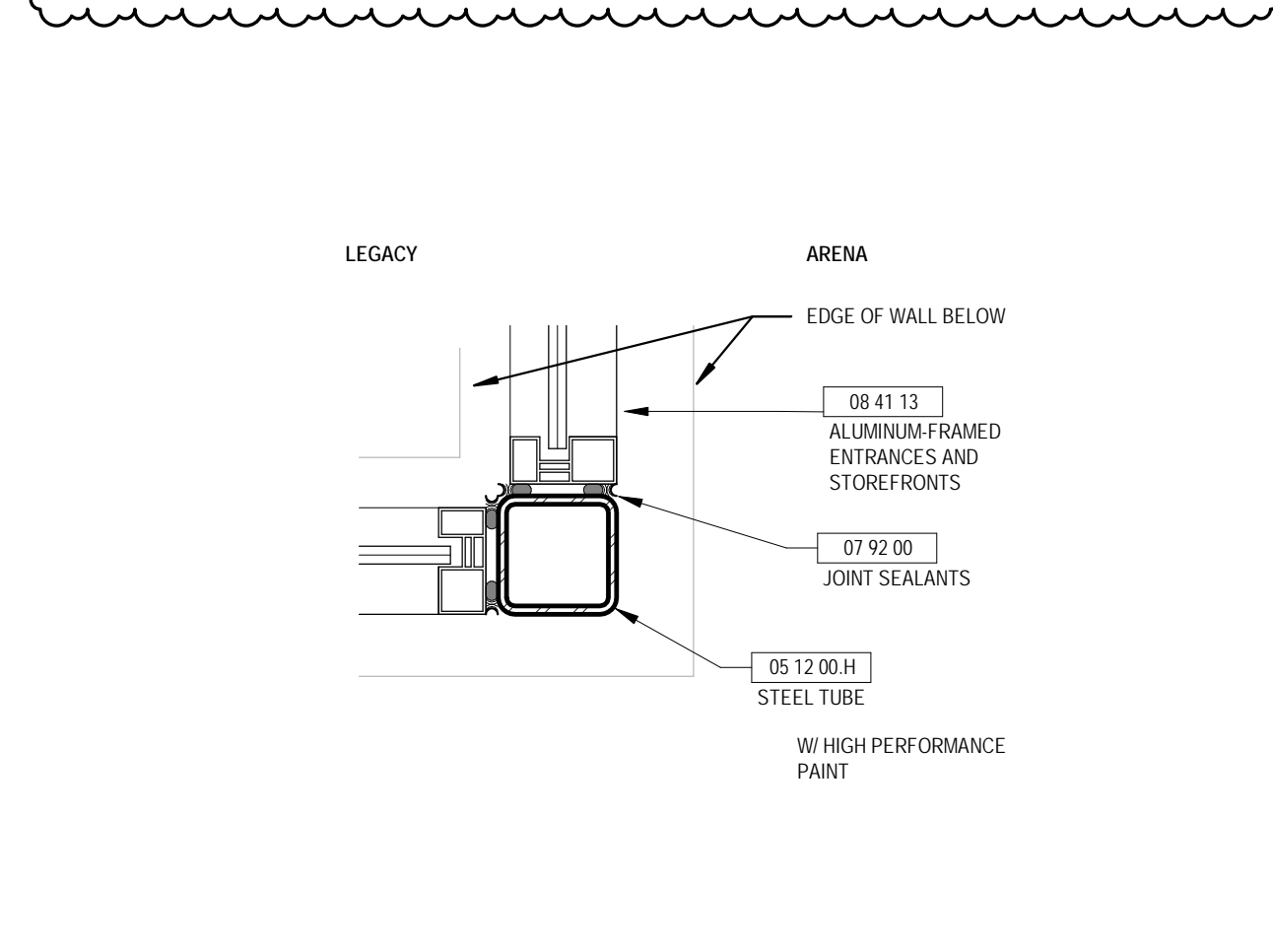
12 COILING DOOR HEAD - PRECAST CONCRETE LINTEL

AB-50 1 1/2" = 1'-0"



19 DETAIL - SLIDING WINDOW SILL W/COUNTER

AB-50 1 1/2" = 1'-0"



18 DETAIL - STOREFRONT CORNER AT LEGACY OVERLOOK

AB-50 1 1/2" = 1'-0"

Exterior Donor Signage

WSSA Donor Signage Livestock Center

Exterior Donor Signage
August 19, 2022

Livestock Center Sign Location Plan

Exterior Donor Signage

Sue Anschutz-Rodgers Livestock Center

- 1A West/Plaza Building ID
- 1B North Building ID
- 1C East Building ID
- 1D Plaza 3-Sided Pylon

CoBank Arena

- 2A West/Plaza Building ID
- 2B East Building ID

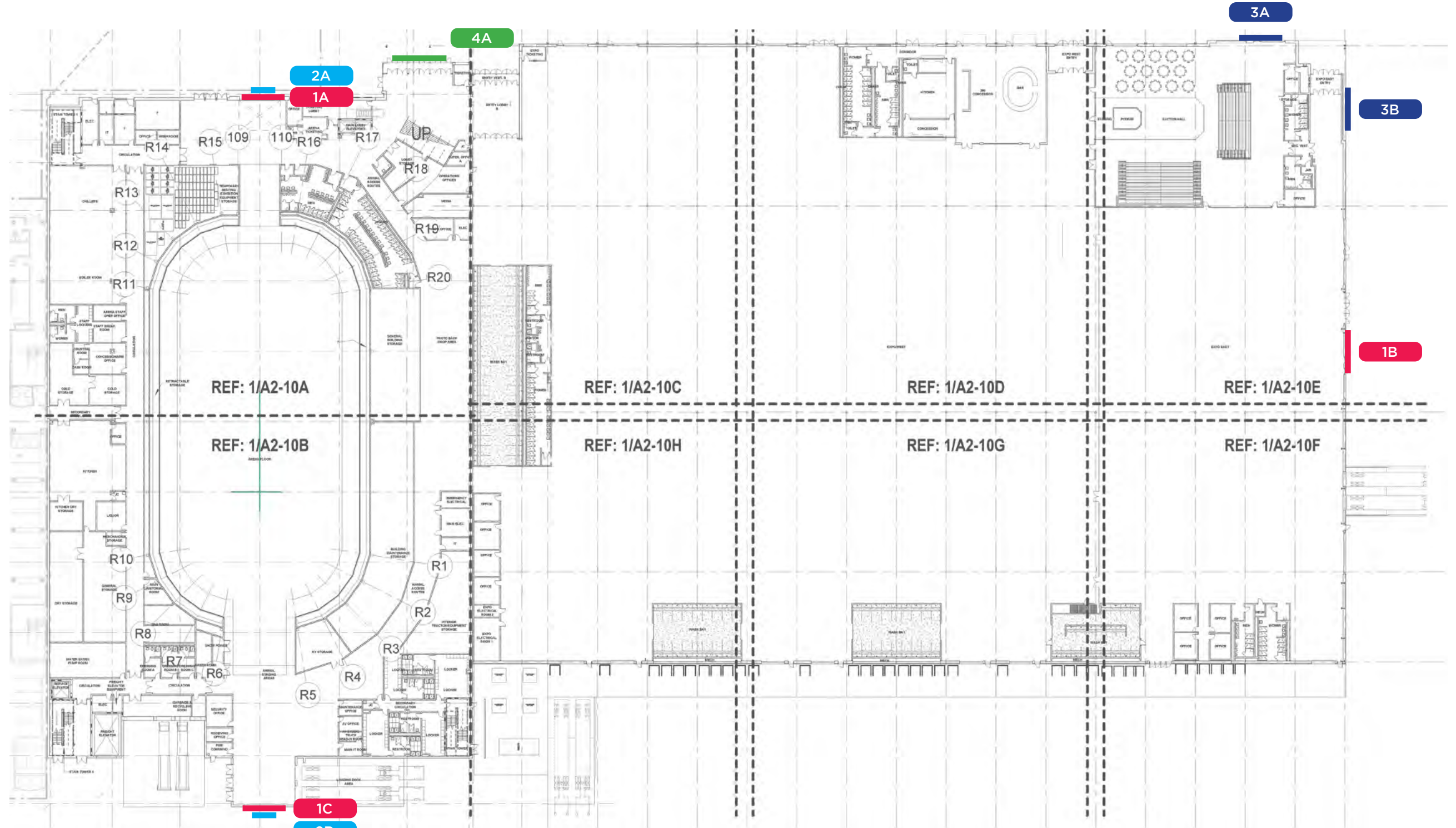
CoBank Livestock Auction Hall

- 3A West/Plaza Building ID
- 3B North Building ID

xxxxxxx Arena Lobby*

- 4A Exterior Ticket ID

*Donor name TBD



PLAN NOT TO SCALE

Livestock Center Plaza Sign Location Plan

Exterior Donor Signage

Sue Anschutz-Rodgers Livestock Center

- 1A West/Plaza Building ID
- 1B North Building ID
- 1C East Building ID
- 1D Plaza 3-Sided Pylon

CoBank Arena

- 2A West/Plaza Building ID
- 2B East Building ID

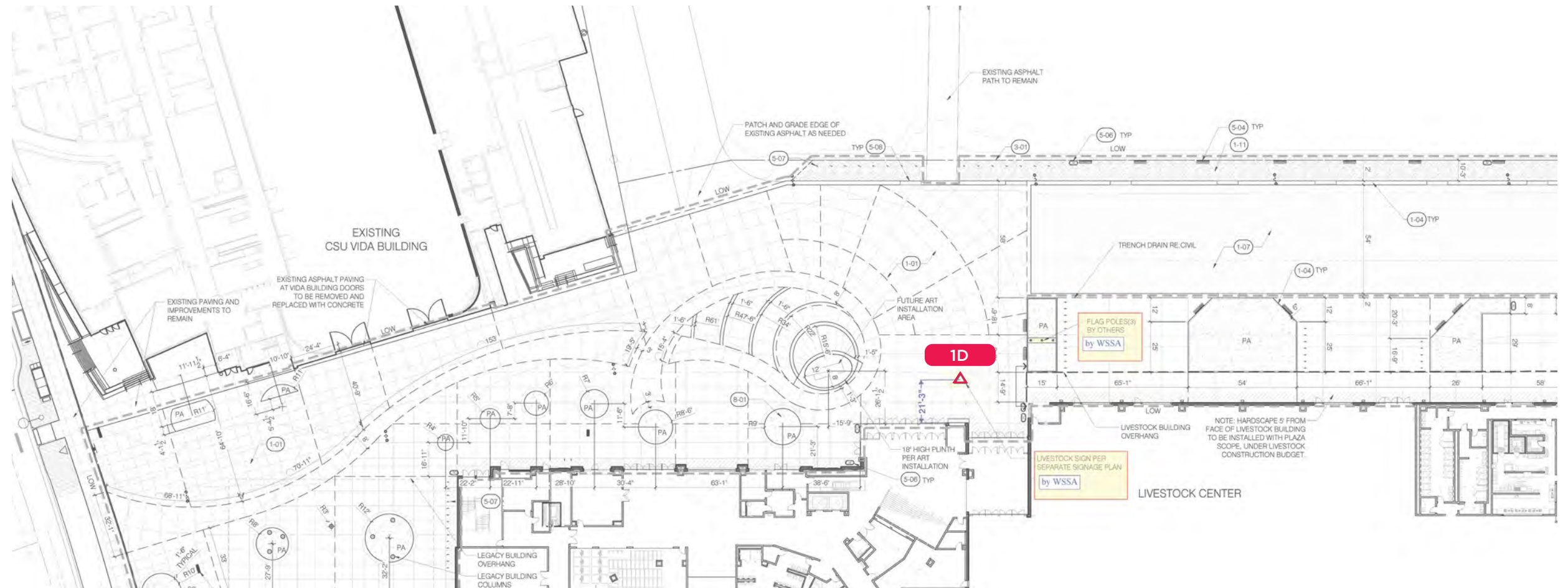
CoBank Livestock Auction Hall

- 3A West/Plaza Building ID
- 3B North Building ID

xxxxxxx Arena Lobby*

- 4A Exterior Ticket ID

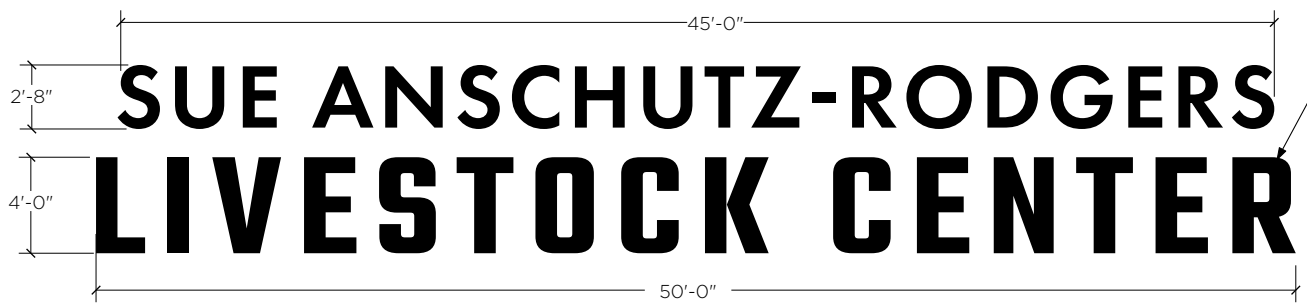
*Donor Name TBD



PLAN NOT TO SCALE

1A

West/Plaza Building ID
Sue Anschutz-Rodgers Livestock Center



- Internally illuminated Channel Letters
- 4" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Dual-Color black perforated film applied to face of channel letters
- Design intent: Sign appears black during the day.
- When the sign is backlit at night, the sign takes on the white color of the LED / acrylic face.
- Returns painted MP18207 Slate Metallic paint
- Basis of Design: Resno F1
- Fonts: Donor Name is in Futura PT Demi
- Building name is in Teko Semibold font.

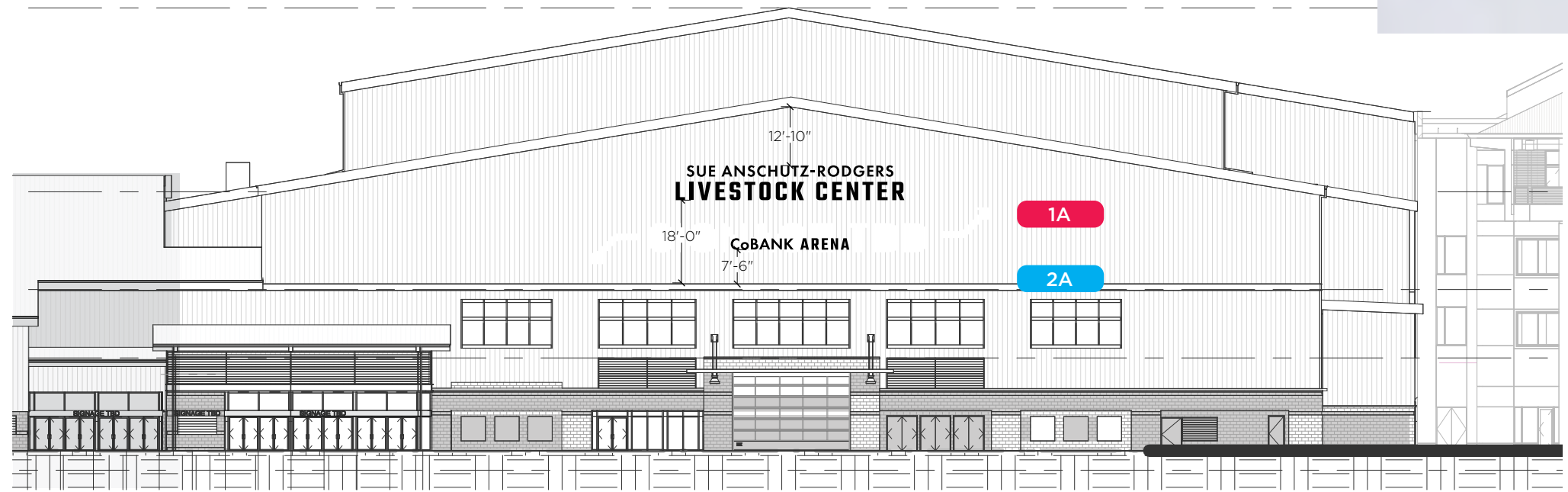
A DETAIL
SCALE: 1/8"=1'-0"



- Internally illuminated Channel Letters
- 4" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Dual-Color black perforated film applied to face of channel letters
- Design intent: Sign appears black during the day.
- When the sign is backlit at night, the sign takes on the white color of the LED / acrylic face.
- Returns painted MP18207 Slate Metallic paint
- Basis of Design: Resno F1
- Fonts: Donor Name is in Futura PT Demi
- Building name is in Teko Semibold font.

B DETAIL
SCALE: 1/8"=1'-0"

2A
West/Plaza Building ID
CoBank Arena



D CONTEXT ELEVATION
SCALE: 1/32"=1'-0"

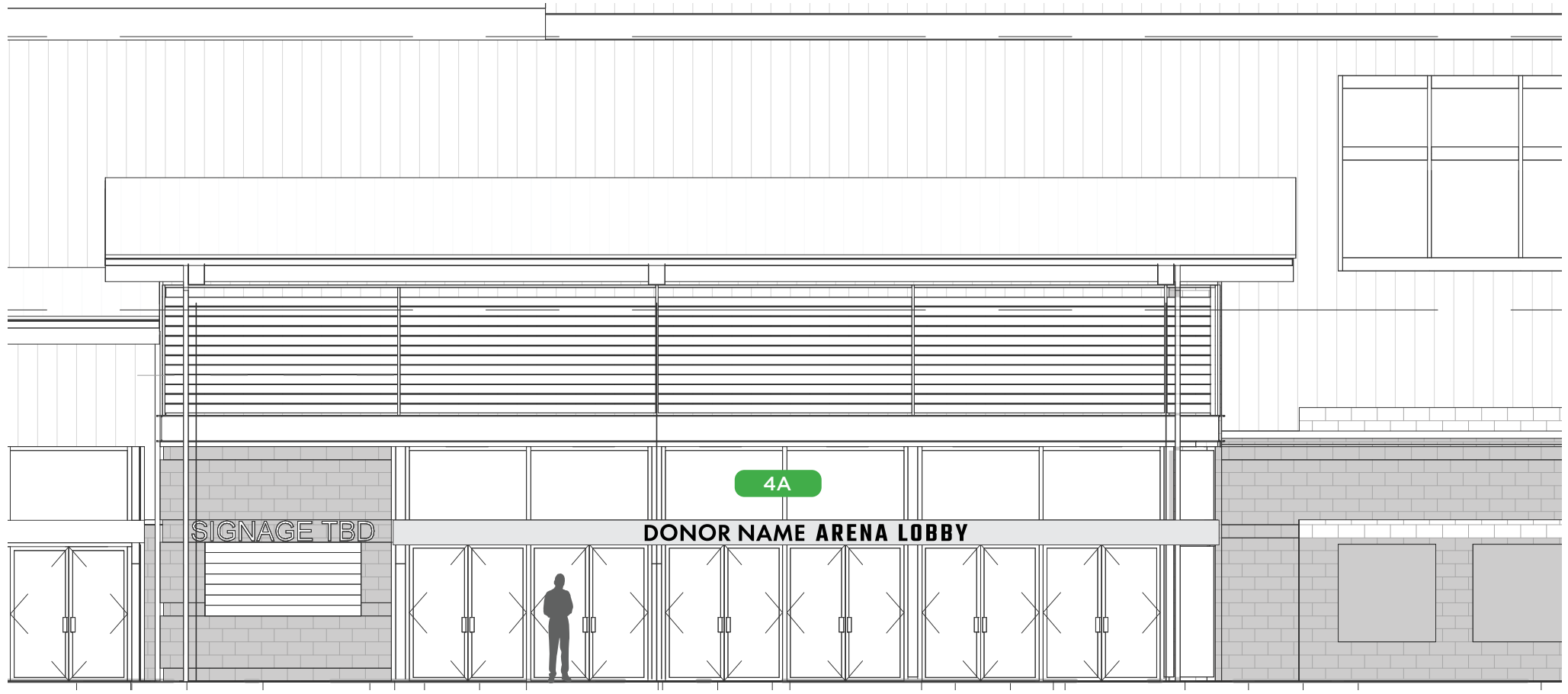
4A

Plaza Entry Ticket ID
Arena Lobby / Donor Name TBD

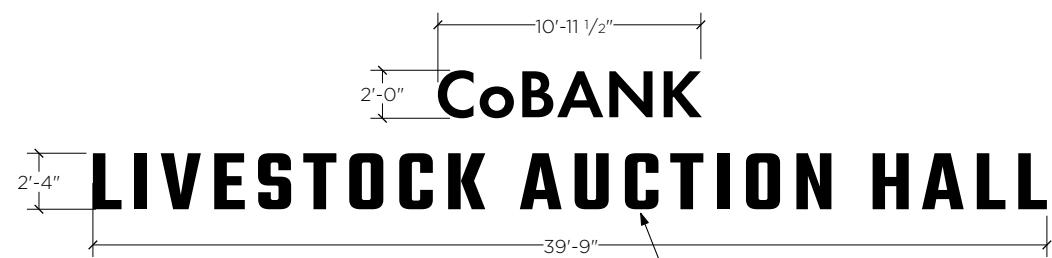
11" DONOR NAME ARENA LOBBY

A DETAIL
SCALE: 1/4"=1'-0"

- Internally Illuminated Channel Letters
- 2" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Dual-Color black perforated film applied to face of channel letters
- Design intent: Sign appears black during the day.
- When the sign is backlit at night, the sign takes on the white color of the LED / acrylic face.
- Returns painted MP18207 Slate Metallic paint
- Basis of Design: Resno F1
- Fonts: Donor Name is in Futura PT Demi
- Building name is in Teko Semibold font.



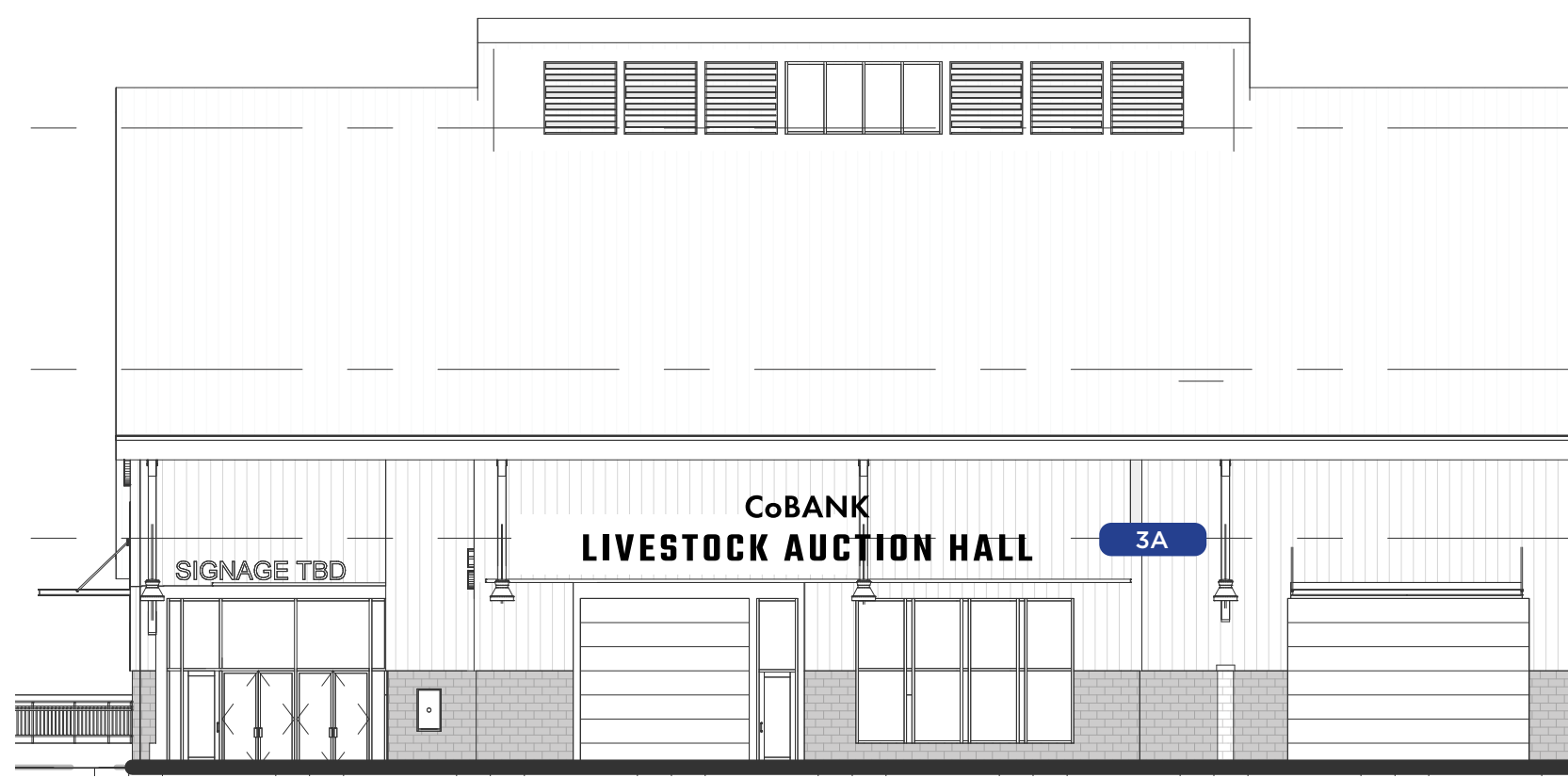
B CONTEXT ELEVATION
SCALE: 1/8"=1'-0"



A DETAIL
SCALE: 1/8"=1'-0"

- Internally Illuminated Channel Letters
- 2" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Dual-Color black perforated film applied to face of channel letters
- Design intent: Sign appears black during the day.
- When the sign is backlit at night, the sign takes on the white color of the LED / acrylic face.
- Returns painted MP18207 Slate Metallic paint
- Basis of Design: Resno F1
- Fonts: Donor Name is in Futura PT Demi
- Building name is in Teko Semibold font.

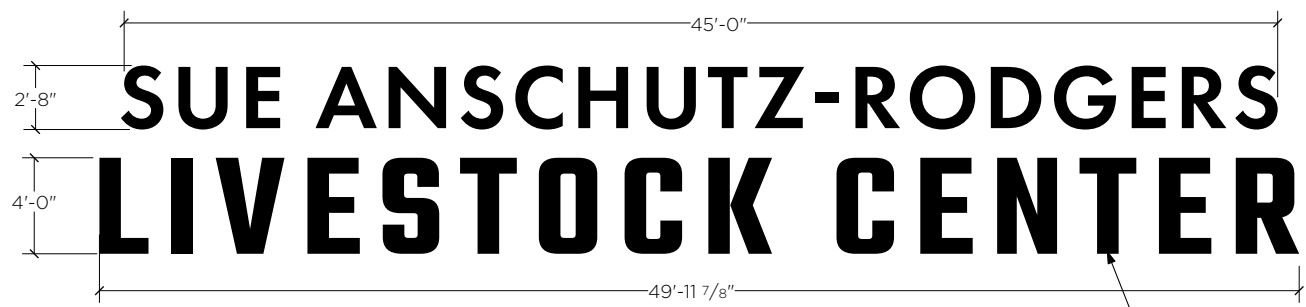
3A
West Auction Hall ID
CoBank Livestock Auction Hall



B CONTEXT ELEVATION
SCALE: 1/16"=1'-0"

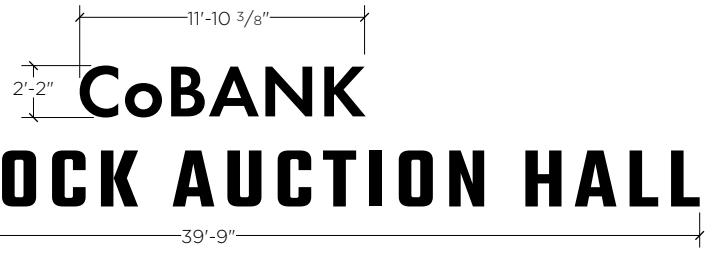
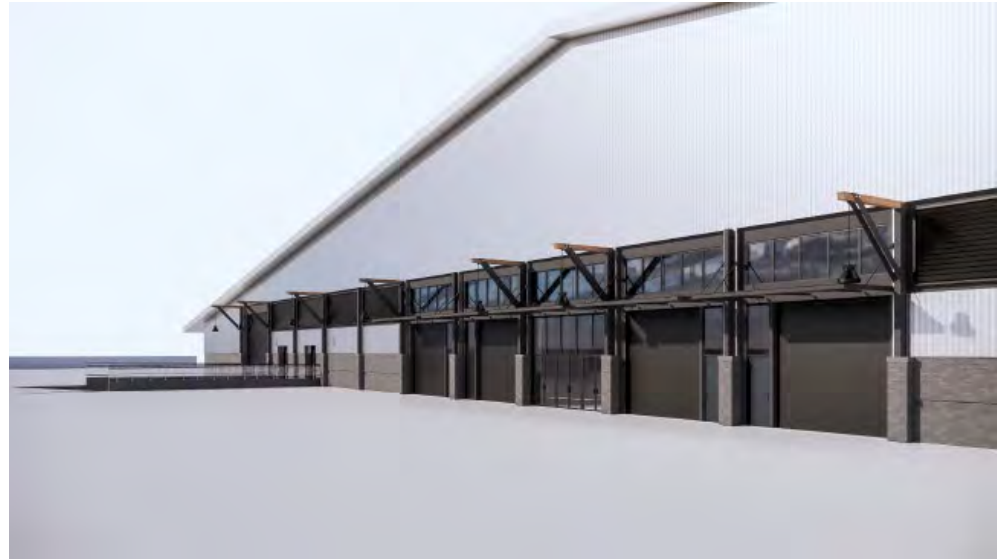
1B

North Building ID
Sue Anschutz-Rodgers Livestock Center



A DETAIL
SCALE: 1/8"=1'-0"

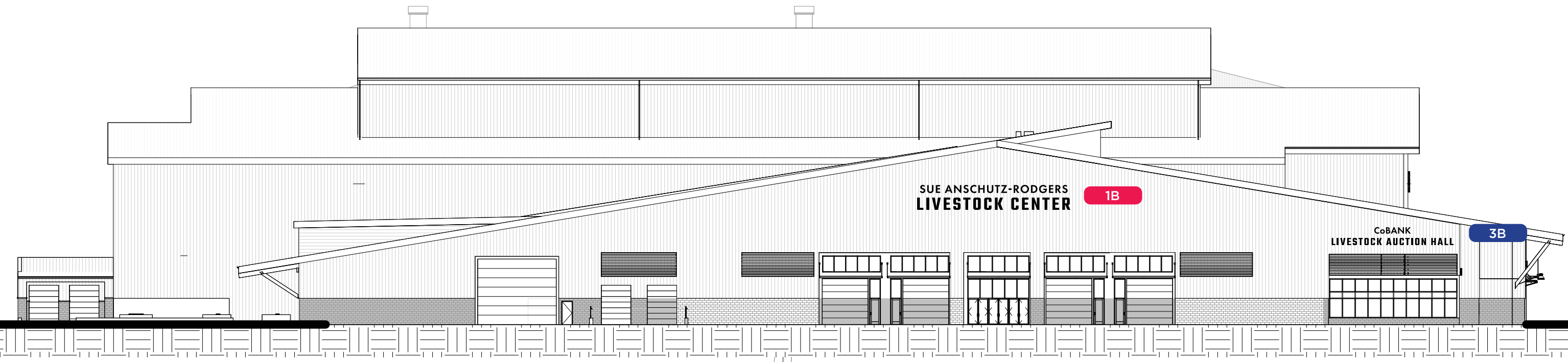
- Internally Illuminated Channel Letters
- 2" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Dual-Color black perforated film applied to face of channel letters
- Design intent: Sign appears black during the day.
- When the sign is backlit at night, the sign takes on the white color of the LED / acrylic face.
- Returns painted MP18207 Slate Metallic paint
- Basis of Design: Resno F1
- Fonts: Donor Name is in Futura PT Demi
- Building name is in Teko Semibold font.



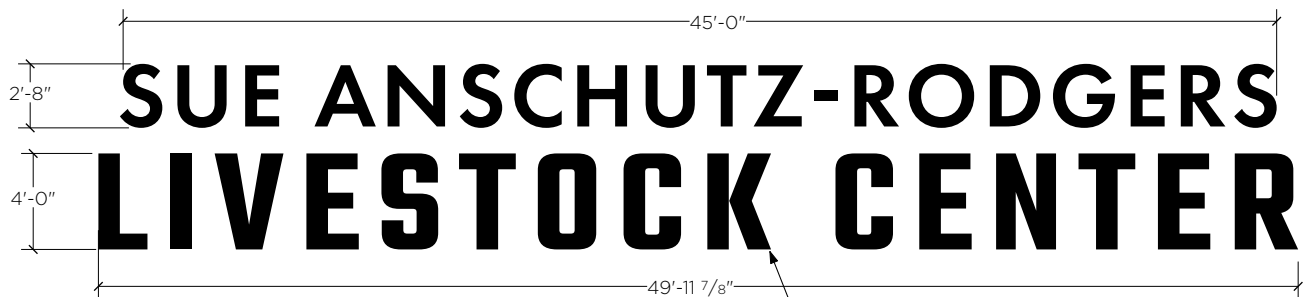
B DETAIL
SCALE: 1/8"=1'-0"

3B

North Building ID
CoBank Livestock Auction Hall



C CONTEXT ELEVATION
SCALE: 1/32"=1'-0"



A DETAIL
SCALE: 1/8"=1'-0"

1C

East Building ID
Sue Anschutz-Rodgers Livestock Center

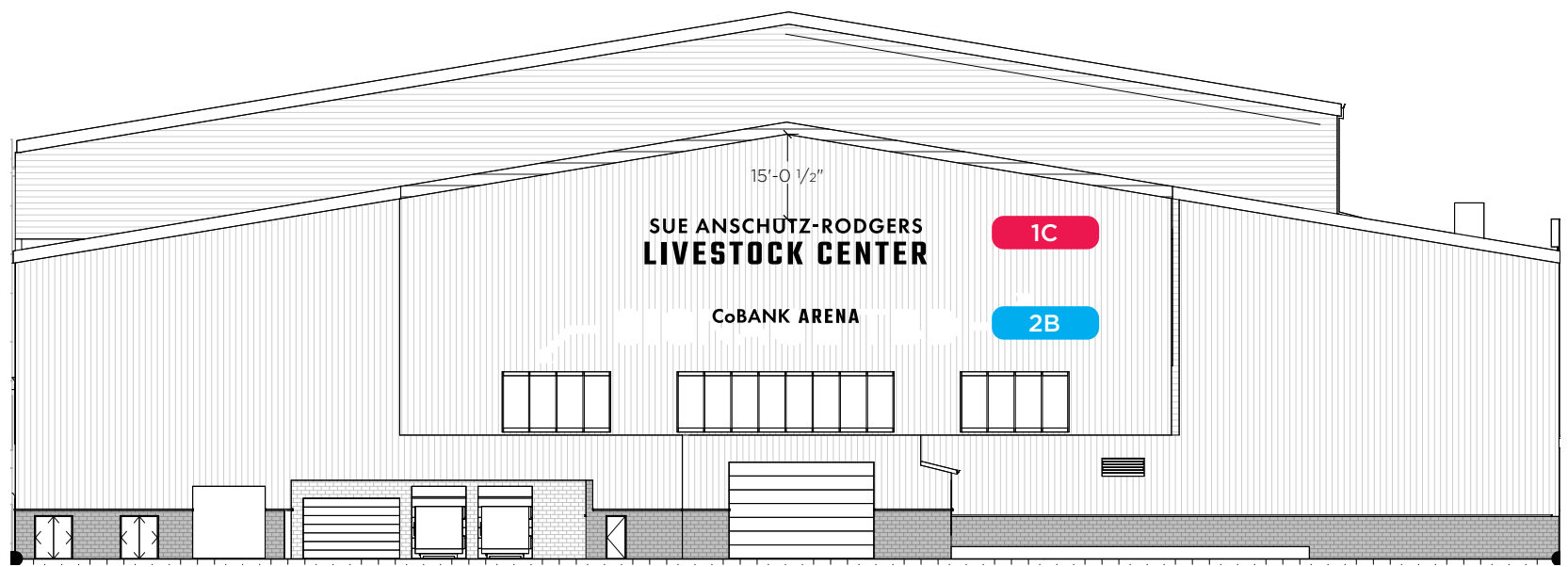
- Internally Illuminated Channel Letters
- 2" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Dual-Color black perforated film applied to face of channel letters
- Design intent: Sign appears black during the day.
- When the sign is backlit at night, the sign takes on the white color of the LED / acrylic face.
- Returns painted MP18207 Slate Metallic paint
- Basis of Design: Resno F1
- Fonts: Donor Name is in Futura PT Demi
- Building name is in Teko Semibold font.



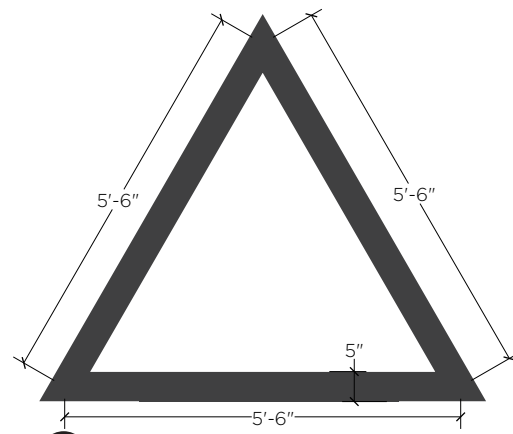
B DETAIL
SCALE: 1/8"=1'-0"

2B

East Building ID
CoBank Arena



D CONTEXT ELEVATION
SCALE: 1/32"=1'-0"



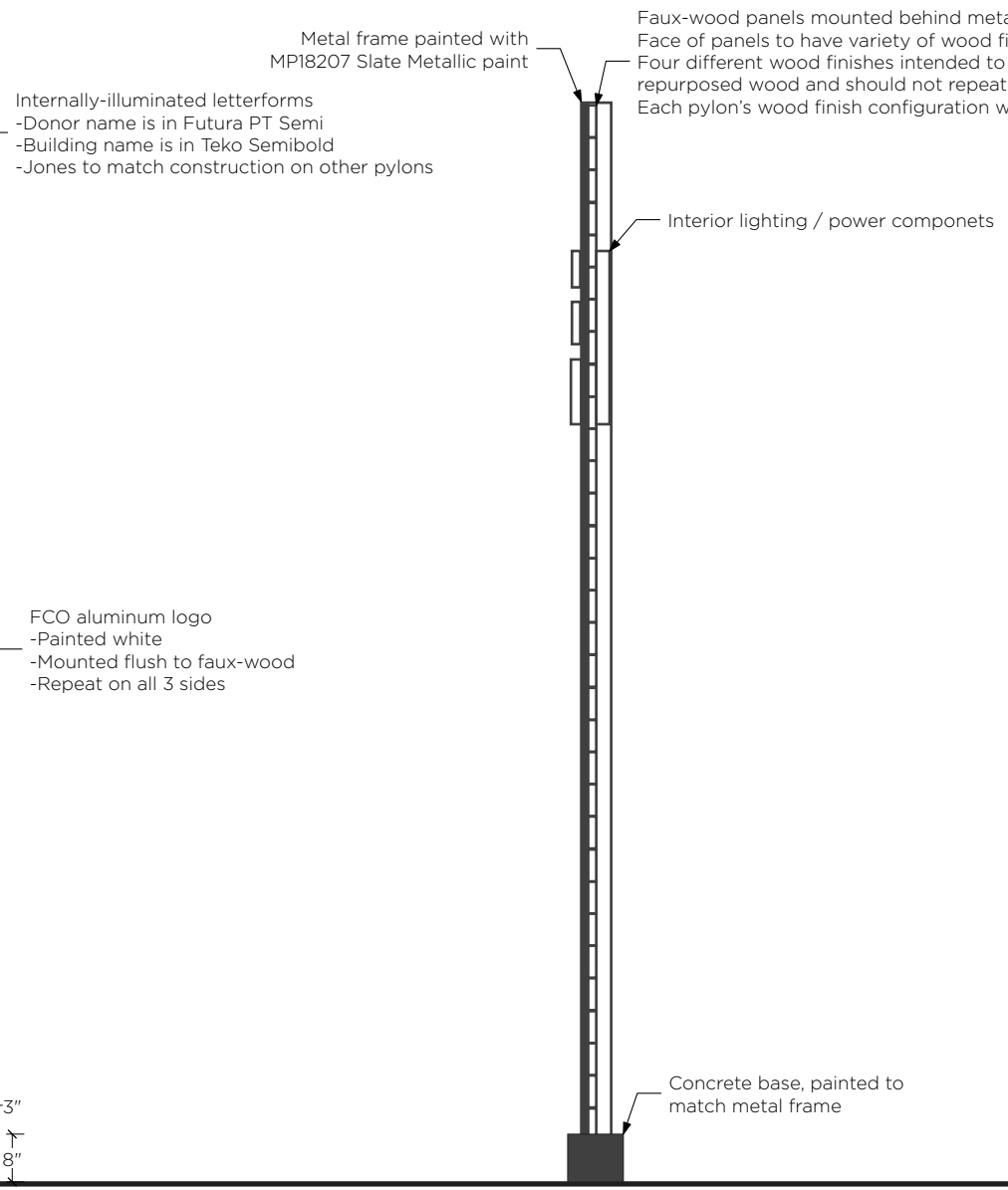
A TOP VIEW
SCALE: 3/8"=1'-0"

1D

East Building ID
Sue Anschutz-Rodgers Livestock Center



B WEST ENTRY PYLON (X-01A)
SCALE: 3/8"=1'-0"



C SECTION VIEW (1 PANEL)
SCALE: 3/8"=1'-0"



D 3D ISOMETRIC VIEW
SCALE: NTS



E COLOR CODED VIEW
SCALE: 3/8"=1'-0"

Internally-illuminated letterforms
-Donor name is in Futura PT Semi
-Building name is in Teko Semibold
-Jones to match construction on other pylons

FCO aluminum logo
-Painted white
-Mounted flush to faux-wood
-Repeat on all 3 sides

Metal frame painted with
MP18207 Slate Metallic paint

Faux-wood panels mounted behind metal frame.
Face of panels to have variety of wood finishes.
Four different wood finishes intended to feel random like repurposed wood and should not repeat in the same pattern.
Each pylon's wood finish configuration will be unique.

Interior lighting / power components

Concrete base, painted to match metal frame

Interior Donor Signage

WSSA Donor Signage Livestock Center

Interior Donor Signage
August 19, 2022

Livestock Center Sign Location Plan

Interior Donor Signage

Sue Anschutz-Rodgers Livestock Center

- 1A West/Plaza Building ID
- 1B Plaza Entry ID
- 1C North Building ID
- 1D East Building ID
- 1E Plaza 3-Sided Pylon

CoBank Arena

- 2A West/Plaza Building ID
- 2B East Building ID
- 2C Arena Donor ID
- 2D Arena Donor ID

CoBank Livestock Auction Hall

- 3A West/Plaza Building ID
- 3B North Building ID
- 3C Interior Auction Hall ID
- 3D Interior Auction Hall ID
- 3E Interior Auction Hall ID

xxxxxxx Arena Lobby & Ticketing*

- 4A Exterior Ticket ID
- 4B Interior Lobby ID

xxxxxxx Main Hall*

- 5A Main Hall Donor ID
- 5B Main Hall Donor ID

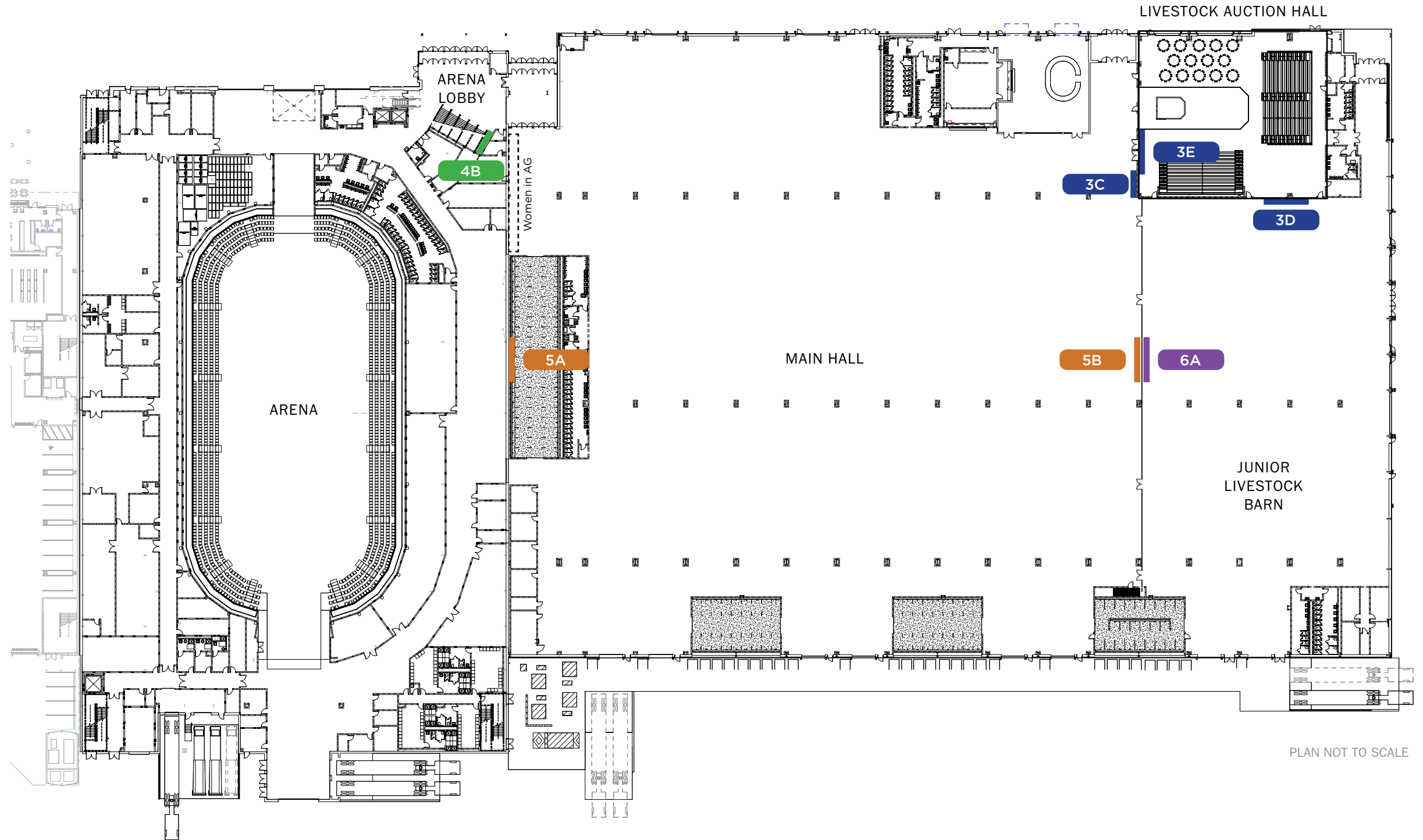
xxxxxxx Junior Livestock Barns*

- 6A Junior Livestock Barns Donor ID

Patterson and Kathy Shaw Concourse

- 7A Concourse Donor ID

*Donor name TBD



PLAN NOT TO SCALE

Livestock Center Sign Location Plan

Interior Donor Signage

Sue Anschutz-Rodgers Livestock Center

- 1A West/Plaza Building ID
- 1B Plaza Entry ID
- 1C North Building ID
- 1D East Building ID
- 1E Plaza 3-Sided Pylon

CoBank Arena

- 2A West/Plaza Building ID
- 2B East Building ID
- 2C Arena Donor ID
- 2D Arena Donor ID

CoBank Livestock Auction Hall

- 3A West/Plaza Building ID
- 3B North Building ID
- 3C Interior Auction Hall ID
- 3D Interior Auction Hall ID
- 3E Interior Auction Hall ID

xxxxxxx Arena Lobby & Ticketing*

- 4A Exterior Ticket ID
- 4B Interior Lobby ID

xxxxxxx Main Hall*

- 5A Main Hall Donor ID
- 5B Main Hall Donor ID

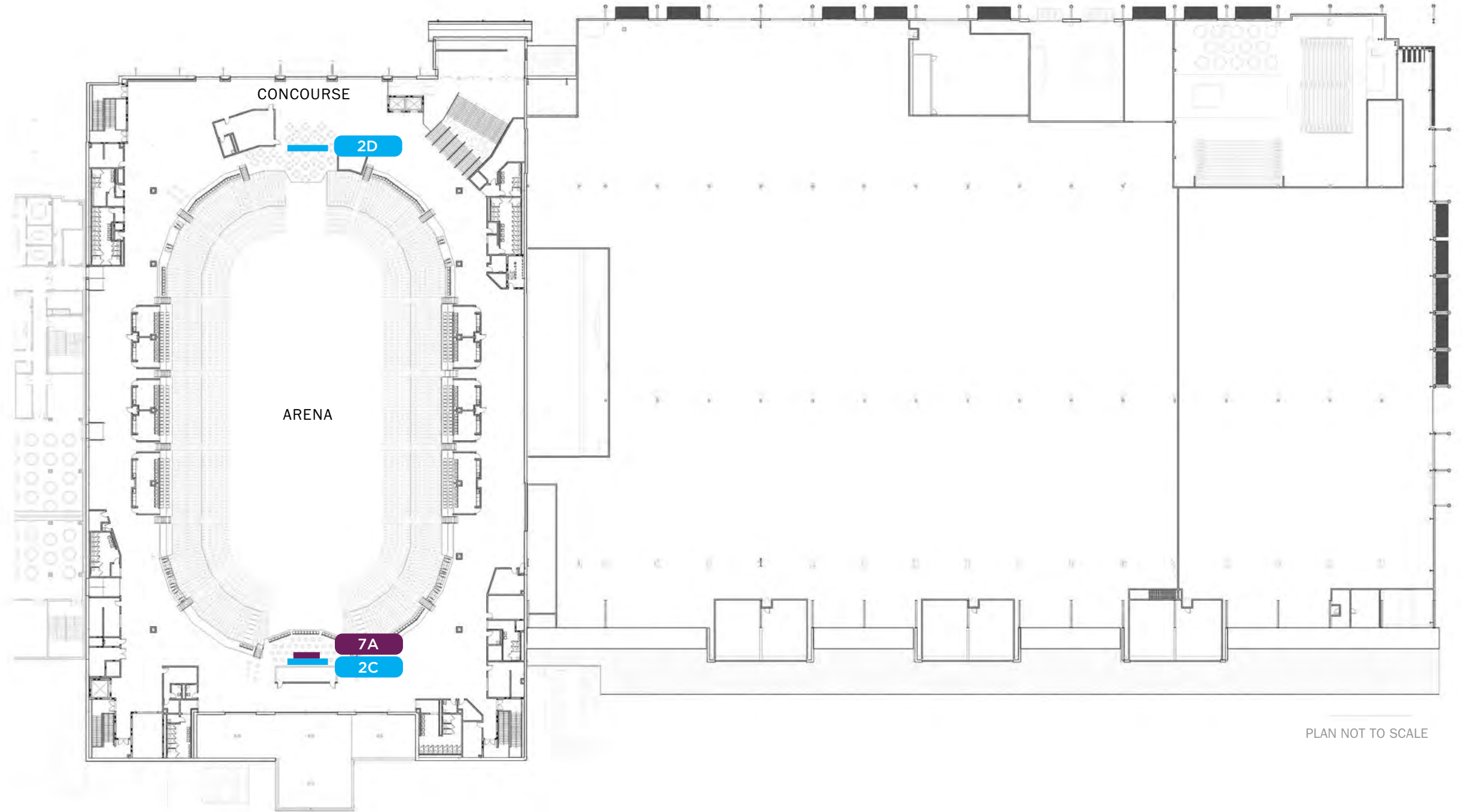
xxxxxxx Junior Livestock Barns*

- 6A Junior Livestock Barns Donor ID

Patterson and Kathy Shaw Concourse

- 7A Concourse Donor ID

*Donor name TBD



2C

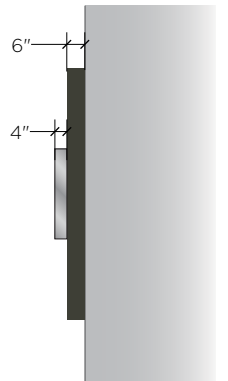
South Arena Donor ID
CoBank Arena

- Internally Illuminated Letterforms
- 4" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Basis of Design: Resno F1
- Chemetal applied to returns
- Finish: #720 Brushed Smoked Aluminum



A DETAIL
SCALE: 3/16"=1'-0"

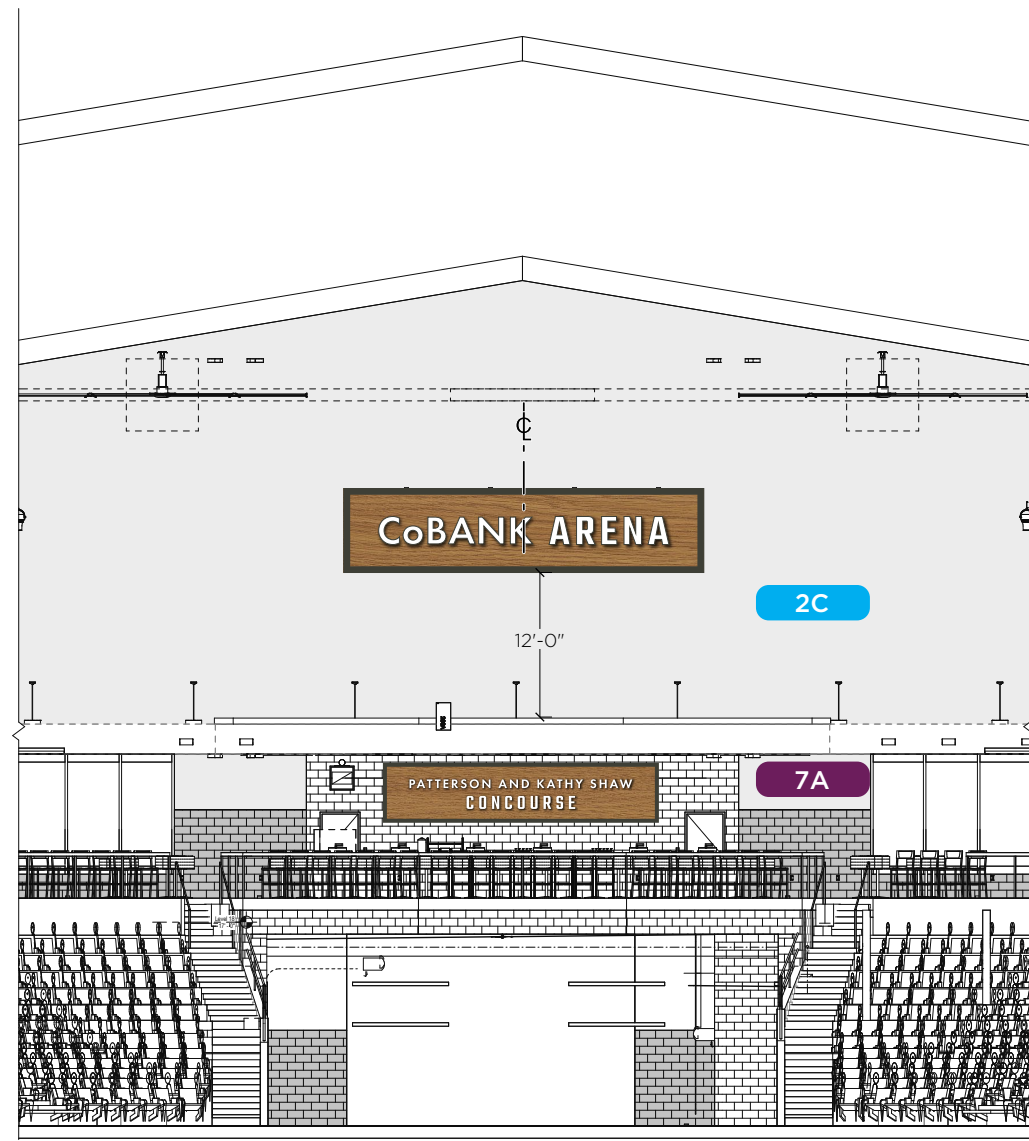
- Metal panel
- Belbien Vinyl applied to face.
- FINISH: EW-1201 Regal Oak
- 6" metal retainer to be painted charcoal grey



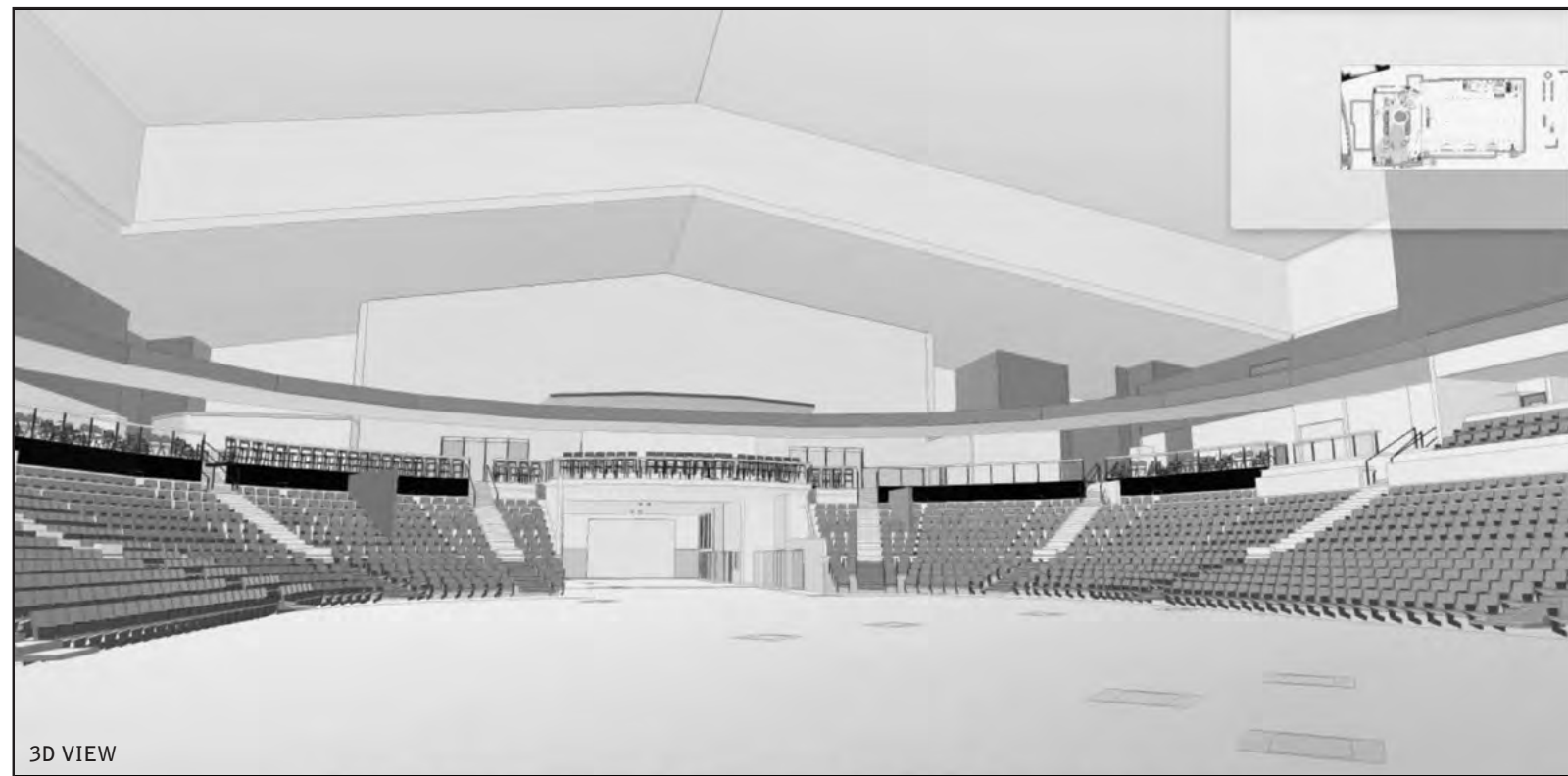
B SIDE VIEW
SCALE: 3/16"=1'-0"

7A

Concourse Donor ID
Patterson and Kathy Shaw Concourse



D CONTEXT ELEVATION
SCALE: 1/16"=1'-0"



3D VIEW

2D

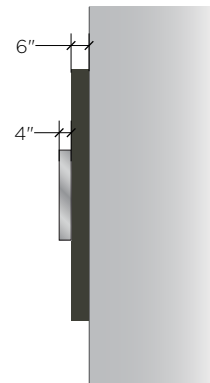
North Arena Donor ID
CoBank Arena

- Internally Illuminated Letterforms
- 4" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Basis of Design: Resno F1
- Chemetal applied to returns
- Finish: #720 Brushed Smoked Aluminum

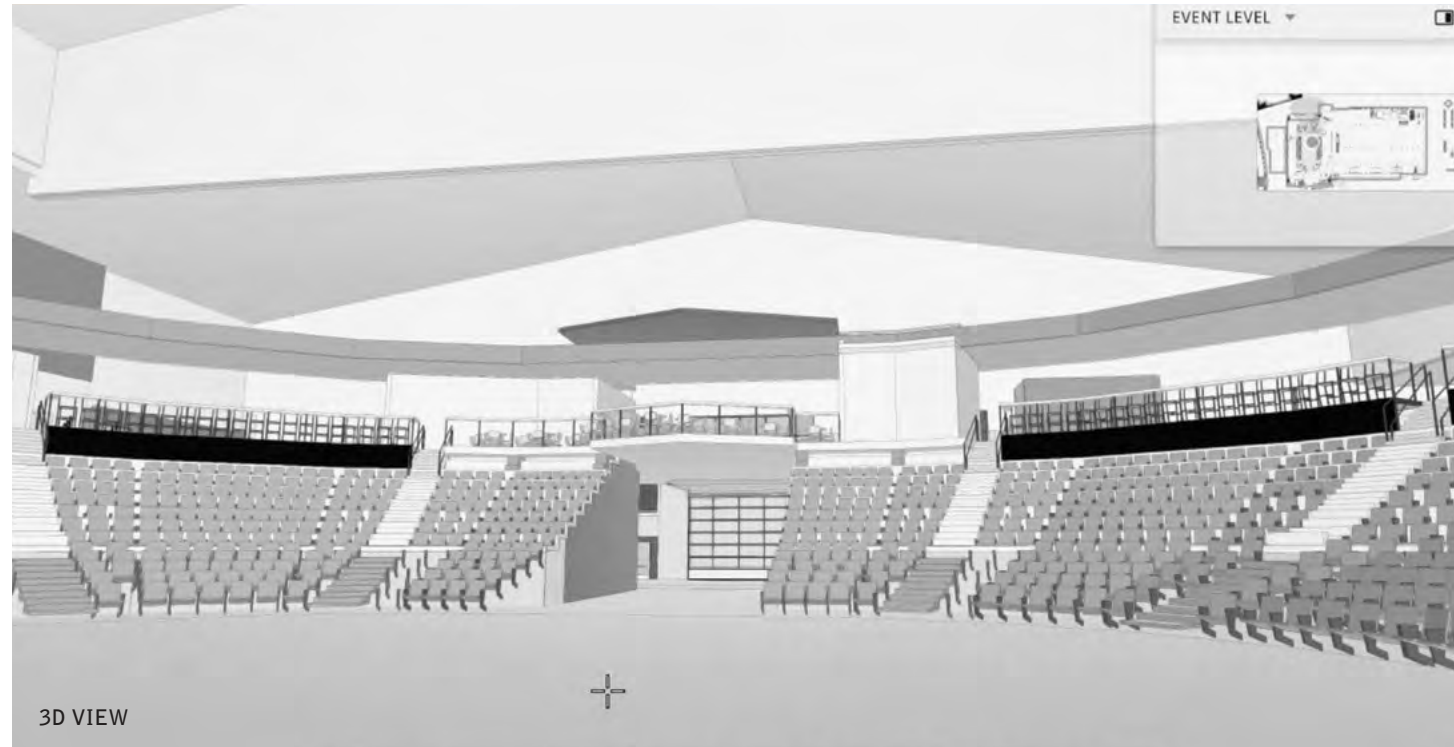


A **DETAIL**
SCALE: 3/16"=1'-0"

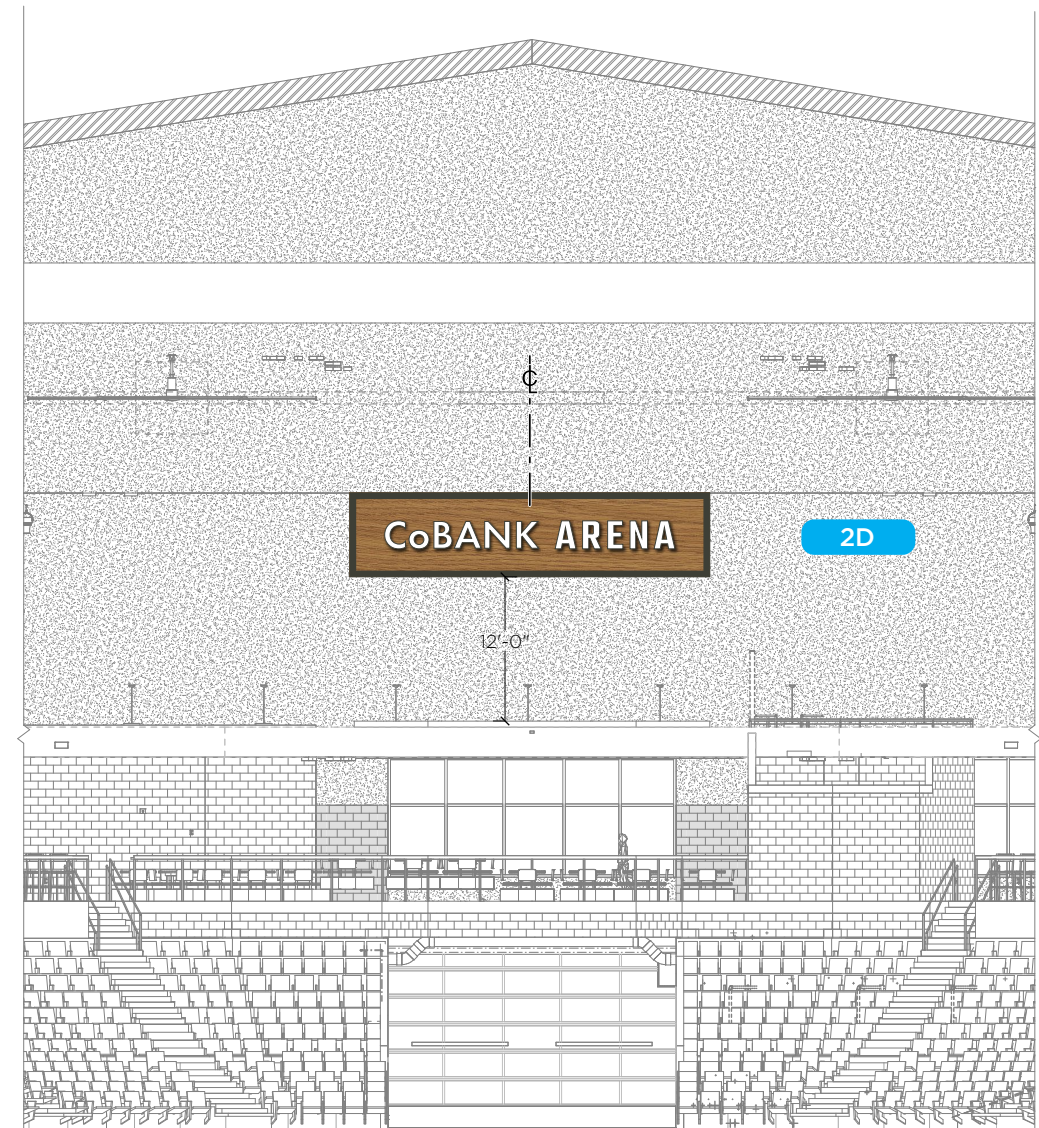
- Metal panel
- Belbien Vinyl applied to face.
- FINISH: EW-1201 Regal Oak
- 6" metal retainer to be painted charcoal grey



B **SIDE VIEW**
SCALE: 3/16"=1'-0"



3D VIEW

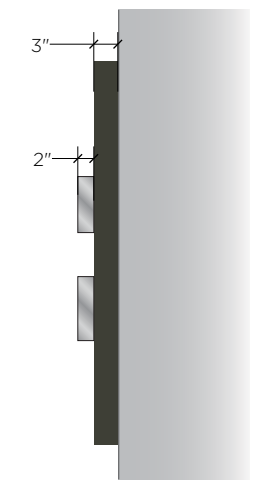


C **CONTEXT ELEVATION**
SCALE: 1/16"=1'-0"

3C

Arena Donor ID
CoBank Livestock Auction Hall

- Internally Illuminated Letterforms
- 2" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Basis of Design: Resno F1
- Chemetal applied to returns
- Finish: #720 Brushed Smoked Aluminum

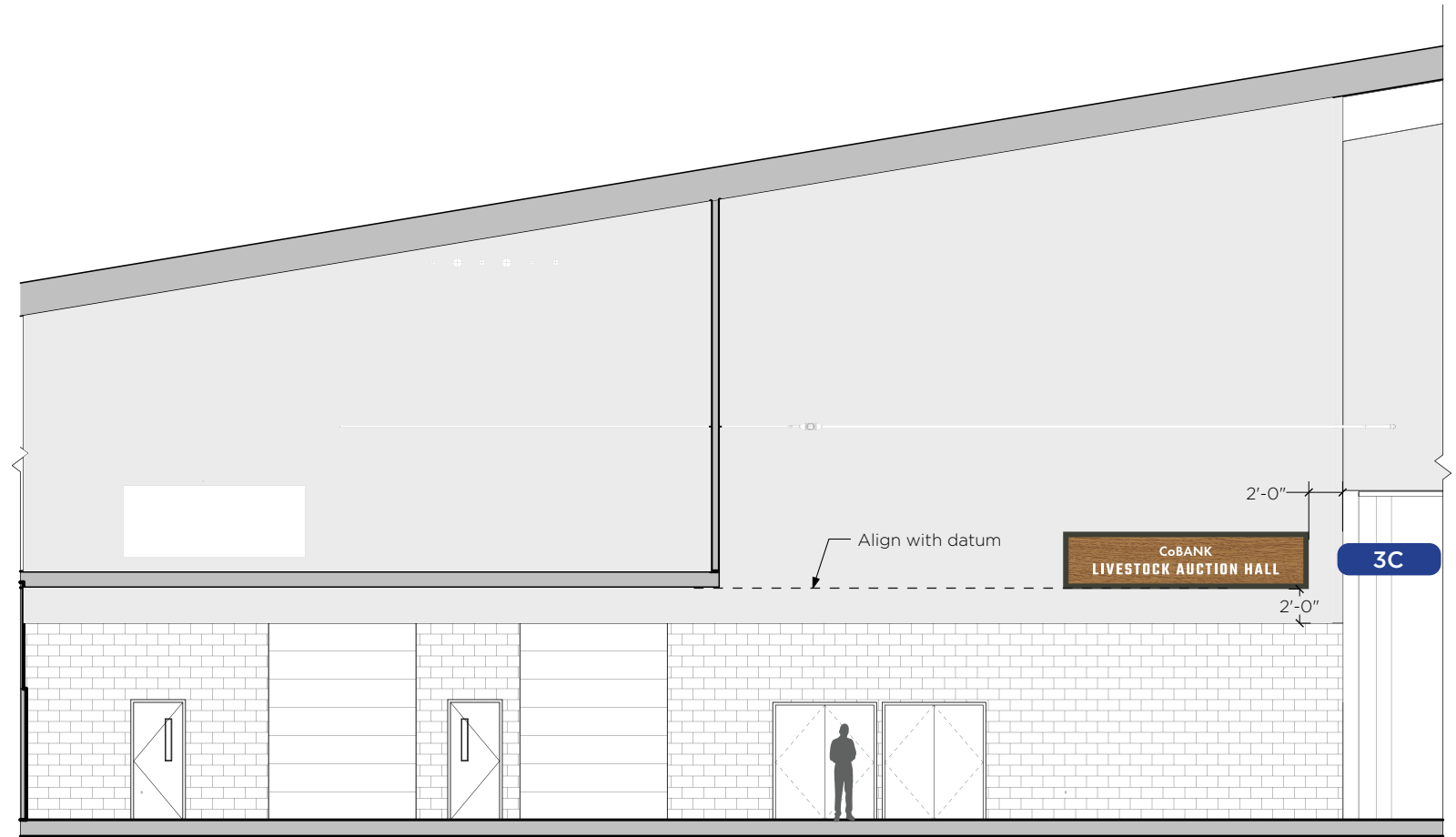


A **DETAIL**
SCALE: 1/2"=1'-0"

- Metal panel
- Belbien Vinyl applied to face.
- FINISH: EW-1201 Regal Oak
- 4" metal retainer to be painted charcoal grey

B **SIDE VIEW**
SCALE: 1/2"=1'-0"

3D VIEW



C **CONTEXT ELEVATION**
SCALE: 3/32"=1'-0"

3D

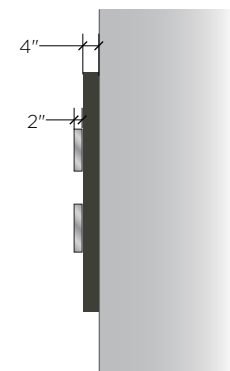
Arena Donor ID
CoBank Livestock Auction Hall

- Internally Illuminated Letterforms
- 4" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Basis of Design: Resno F1
- Chemetal applied to returns
- Finish: #720 Brushed Smoked Aluminum

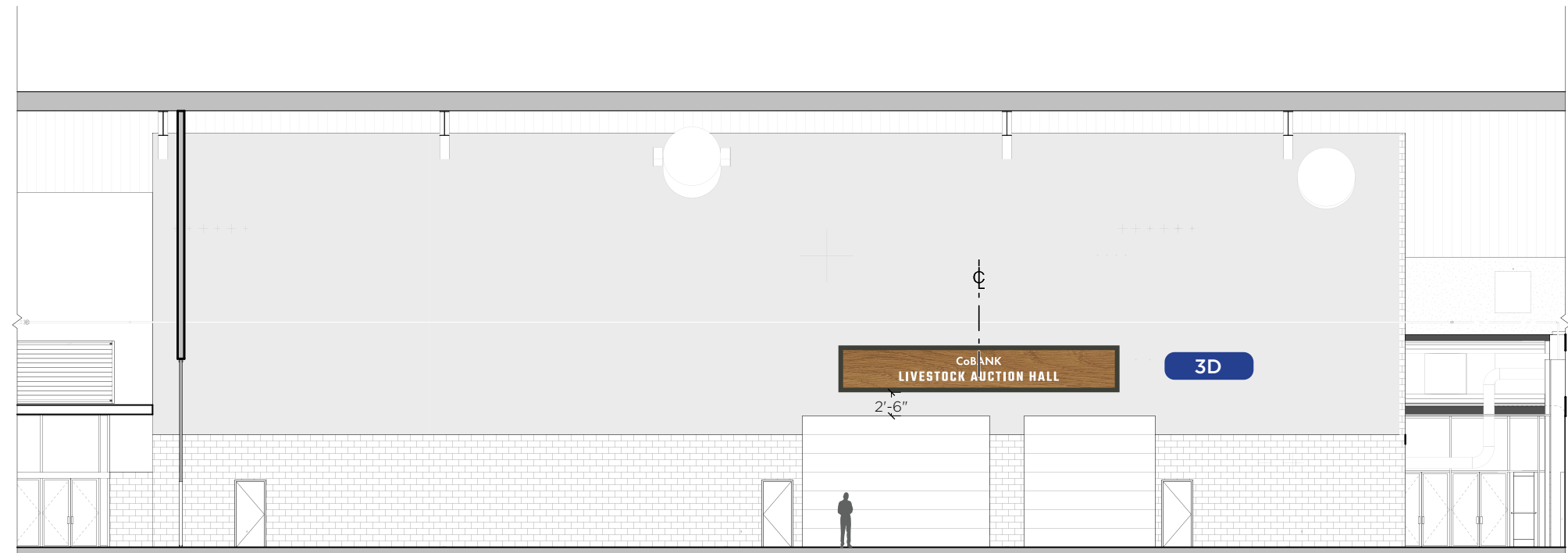


A DETAIL
SCALE: 1/4"=1'-0"

- Metal panel
- Belbien Vinyl applied to face.
- FINISH: EW-1201 Regal Oak
- 6" metal retainer to be painted charcoal grey



B SIDE VIEW
SCALE: 1/4"=1'-0"

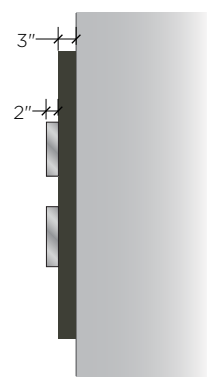
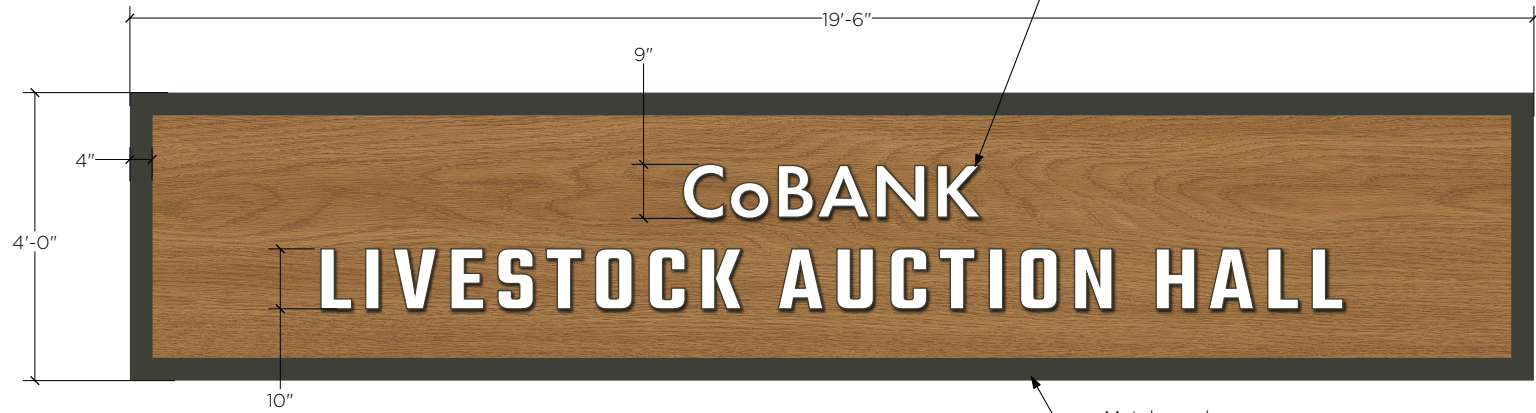


C CONTEXT ELEVATION
SCALE: 1/16"=1'-0"

3D

Arena Donor ID
CoBank Livestock Auction Hall

- Internally Illuminated Letterforms
- 2" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Basis of Design: Resno F1
- Chemetal applied to returns
- Finish: #720 Brushed Smoked Aluminum

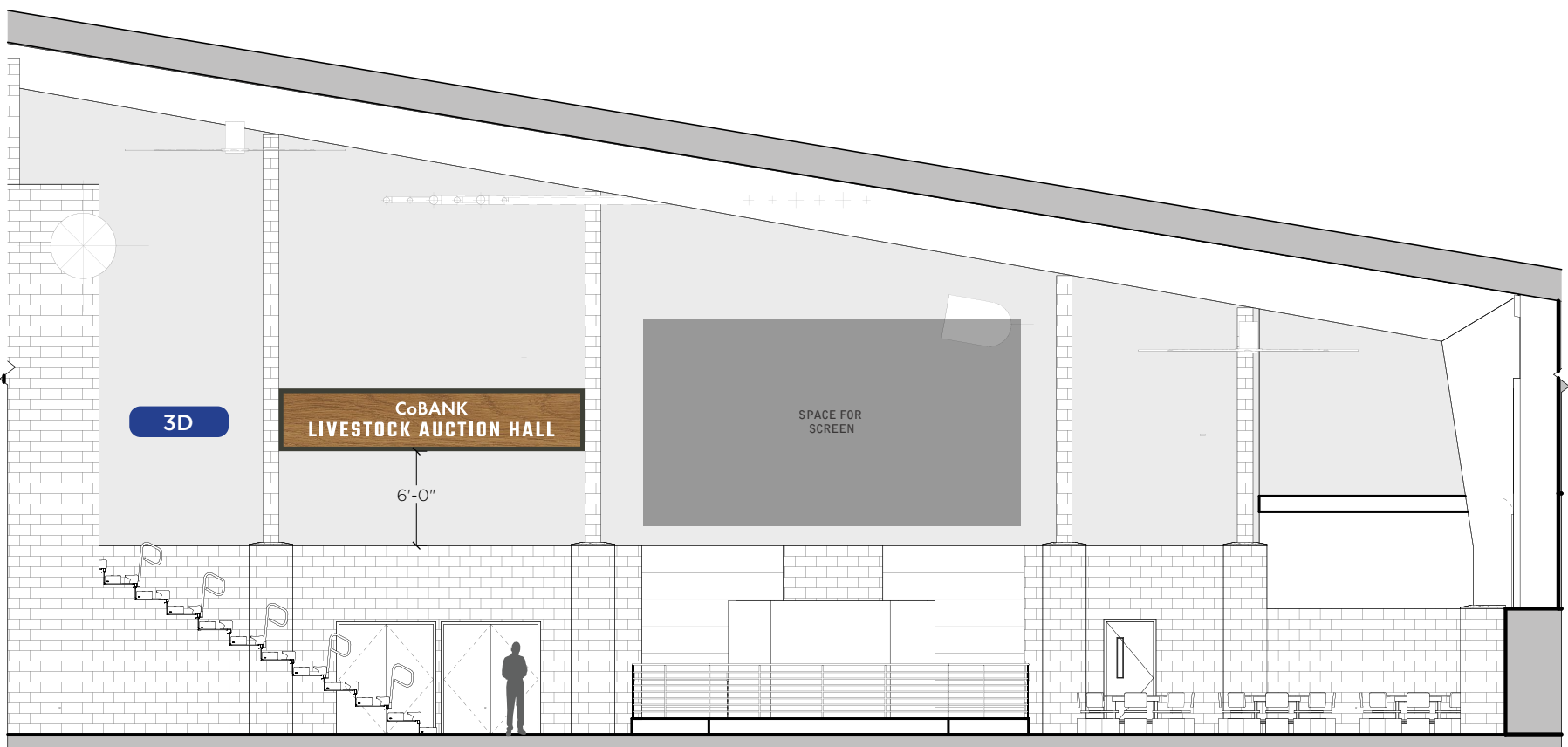
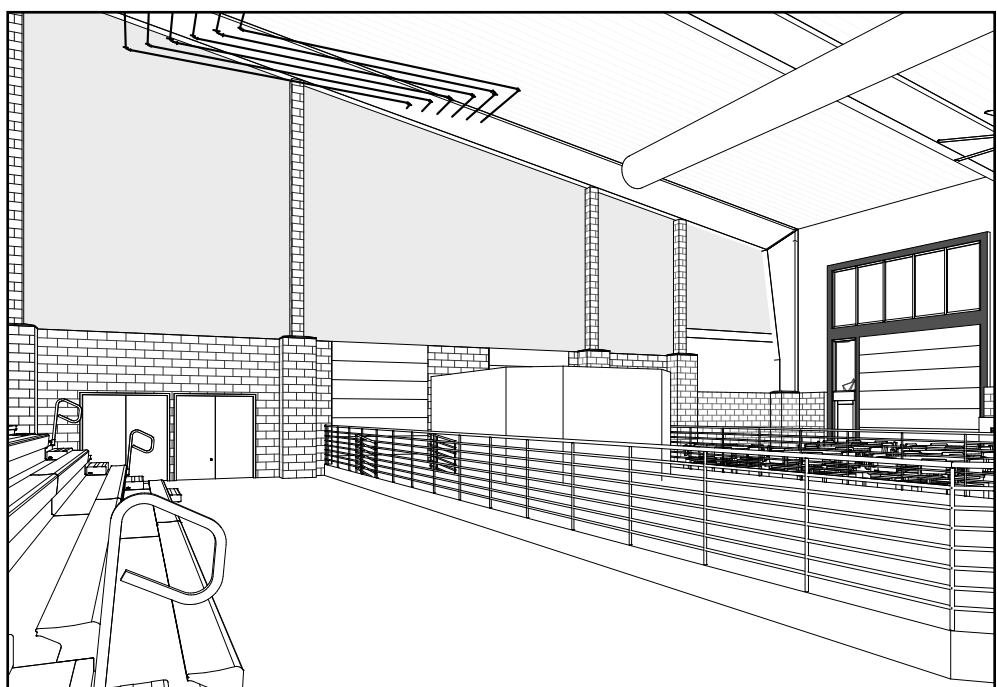


A DETAIL
SCALE: 1/4"=1'-0"

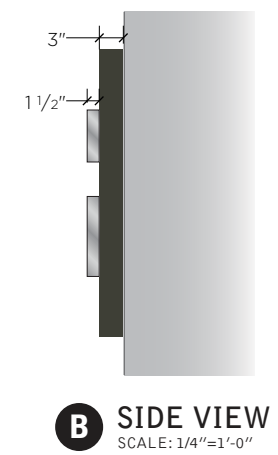
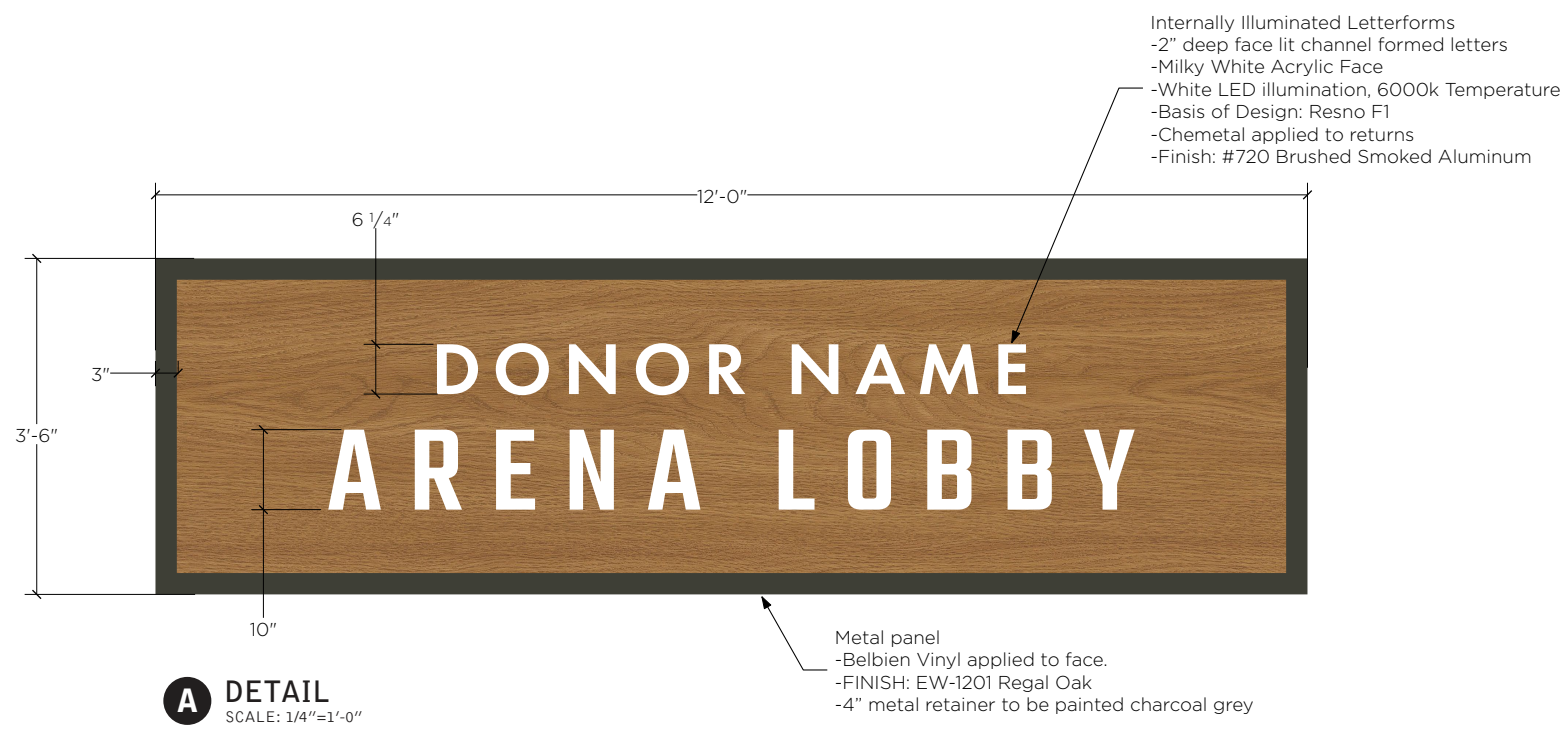
- Metal panel
- Belbien Vinyl applied to face.
- FINISH: EW-1201 Regal Oak
- 4" metal retainer to be painted charcoal grey

B SIDE VIEW
SCALE: 1/4"=1'-0"

3D VIEW



C CONTEXT ELEVATION
SCALE: 1/16"=1'-0"



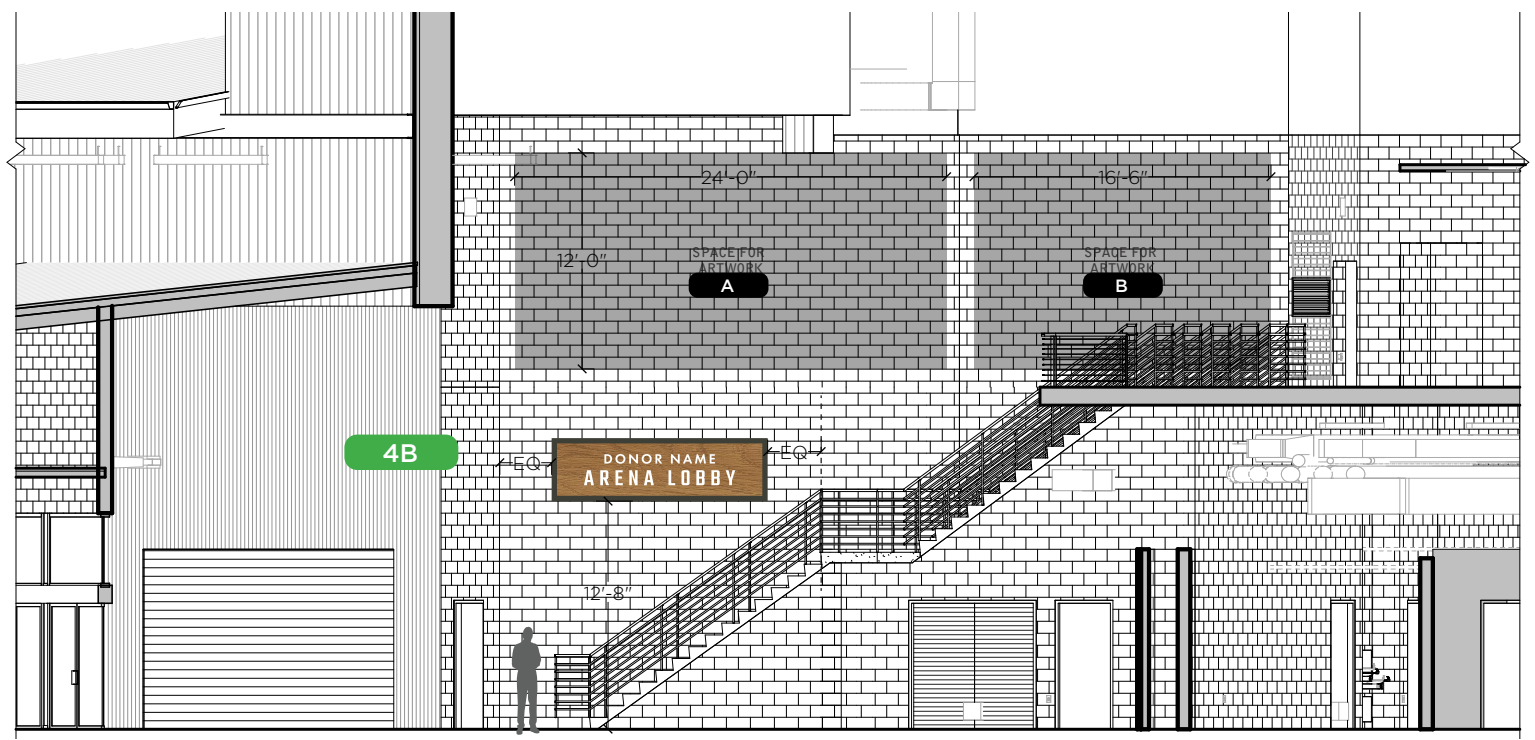
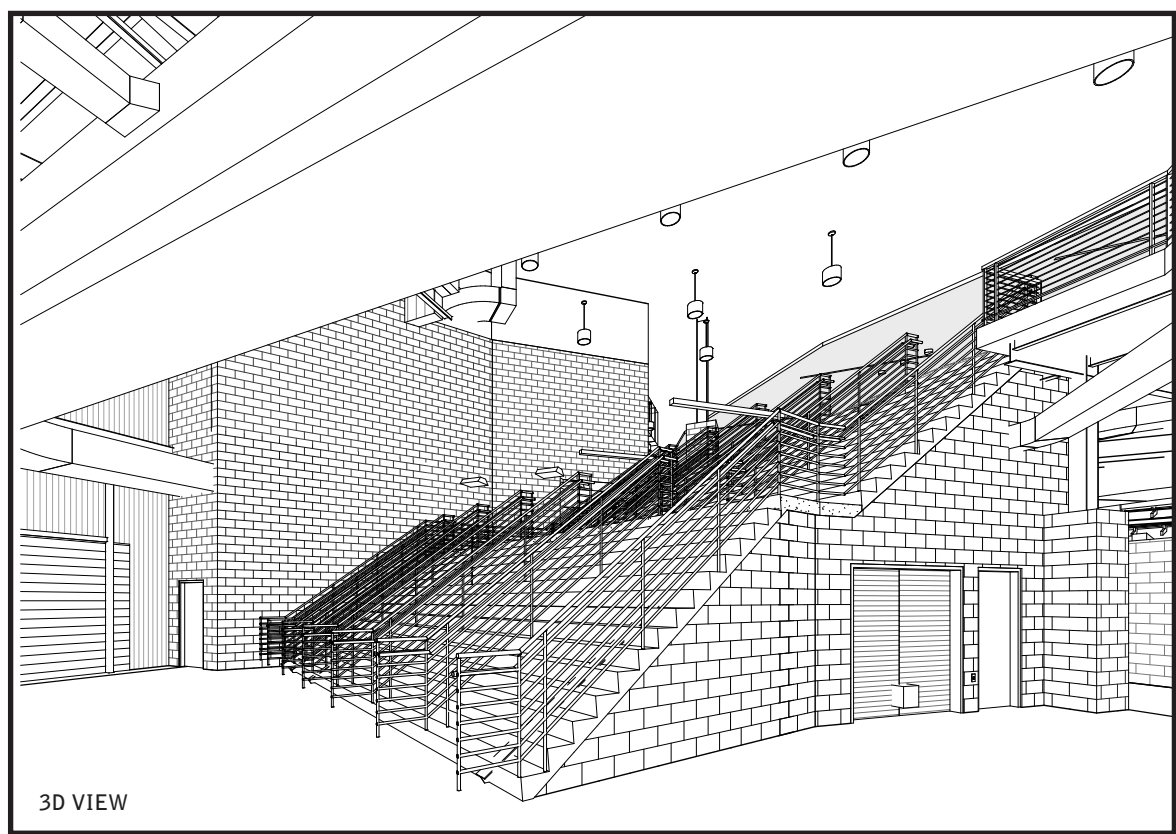
4B

Arena Lobby Donor ID
 Donor Name TBD

SPACE FOR ARTWORK:

A 12' x 24'
B 12' x 16'-6"

NOTE: Dimensions show the max size allowance--- Artwork can be smaller.



5A

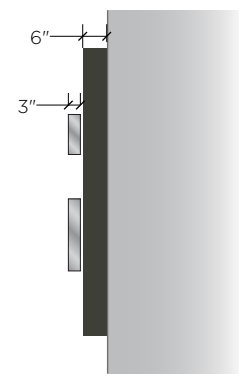
Main Hall Donor ID
Donor Name TBD

- Internally Illuminated Letterforms
- 2" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Basis of Design: Resno F1
- Chemetal applied to returns
- Finish: #720 Brushed Smoked Aluminum

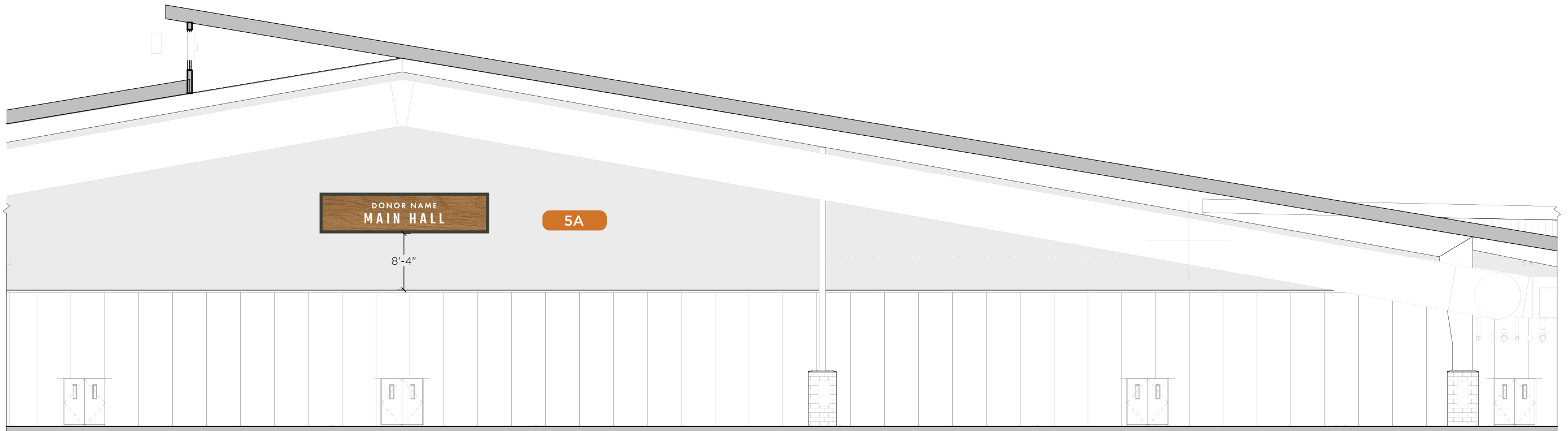
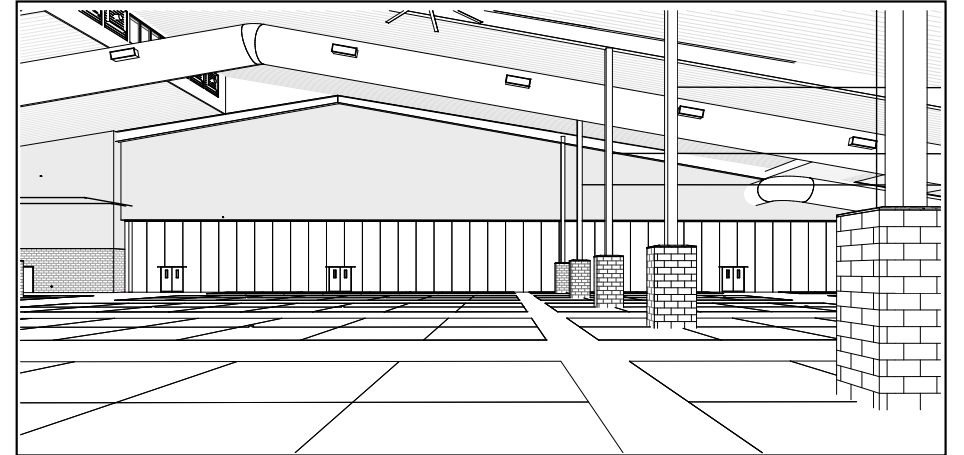


A DETAIL
SCALE: 1/4"=1'-0"

- Metal panel
- Belbien Vinyl applied to face.
- FINISH: EW-1201 Regal Oak
- 4" metal retainer to be painted charcoal grey



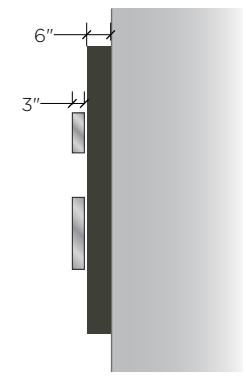
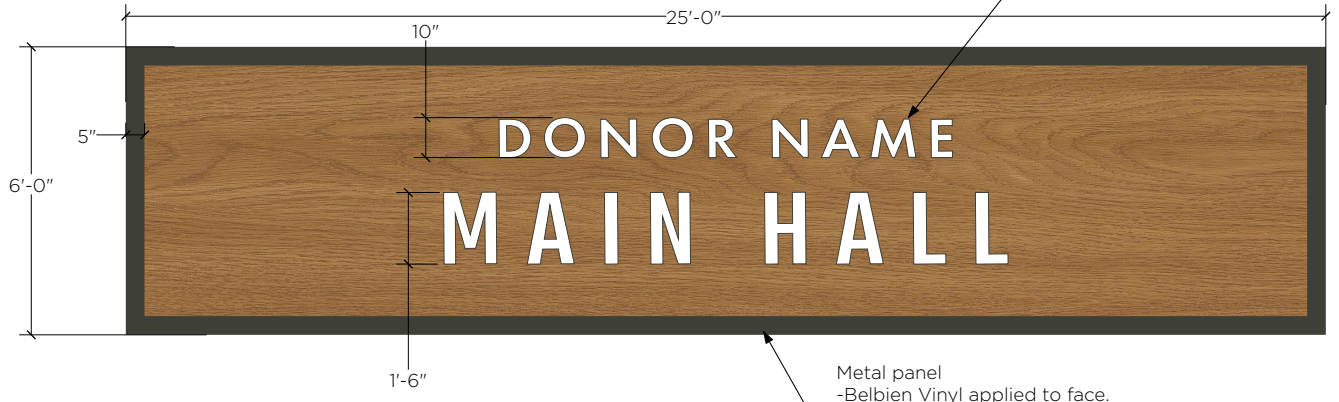
B SIDE VIEW
SCALE: 1/4"=1'-0"



5B

Main Hall Donor ID
Donor Name TBD

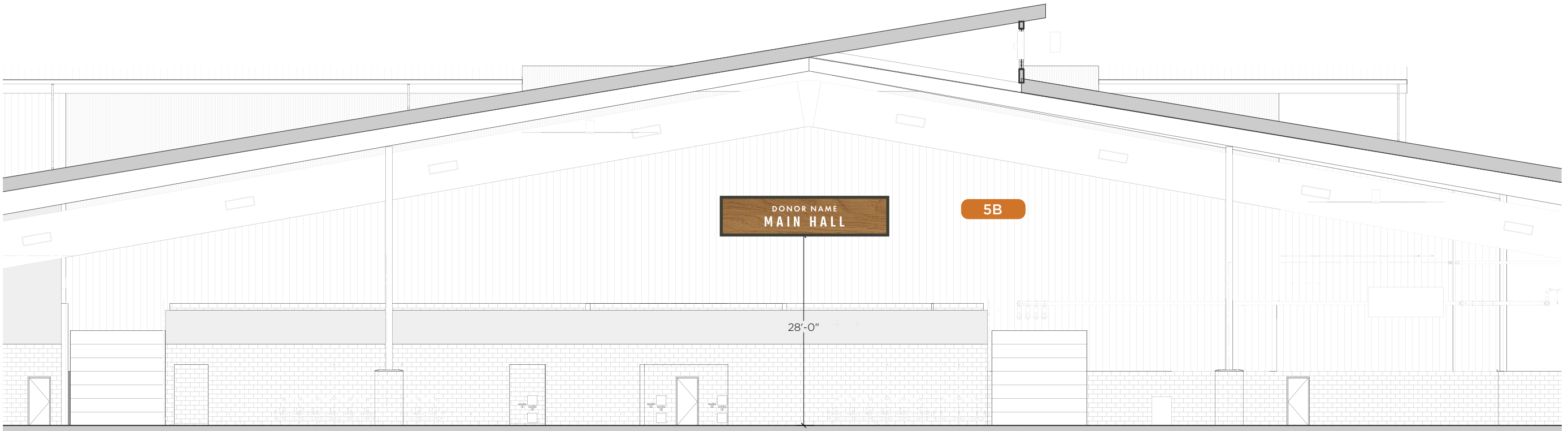
- Internally Illuminated Letterforms
- 2" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Basis of Design: Resno F1
- Chemetal applied to returns
- Finish: #720 Brushed Smoked Aluminum



A **DETAIL**
SCALE: 1/4"=1'-0"

B **SIDE VIEW**
SCALE: 1/4"=1'-0"

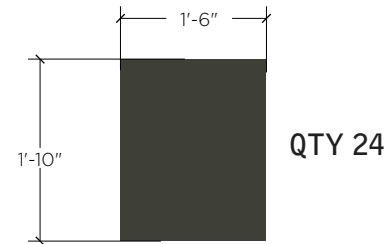
- Metal panel
- Belbien Vinyl applied to face.
- FINISH: EW-1201 Regal Oak
- 4" metal retainer to be painted charcoal grey



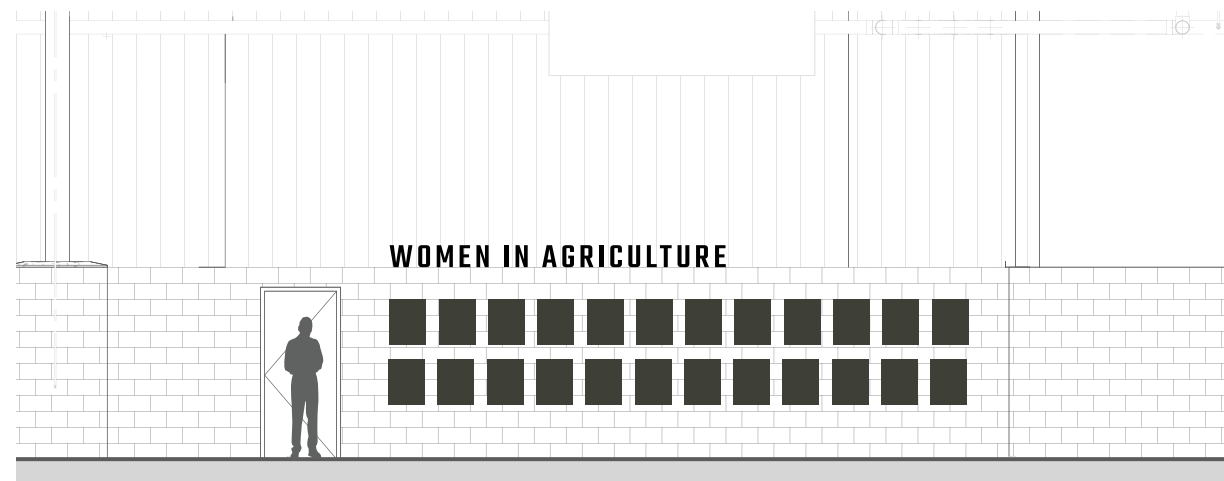
C **CONTEXT ELEVATION**
SCALE: 1/16"=1'-0"

NOTE: Design TBD. Showing scale / location / qty

11" **WOMEN IN AGRICULTURE**



A DETAIL
SCALE: 1/4"=1'-0"



C CONTEXT ELEVATION
SCALE: 1/16"=1'-0"



WOMEN IN AGRICULTURE

The Women in Agriculture program presents an innovative way for individuals, families, and businesses to celebrate the outstanding contributions women have made to Western agriculture while providing vital support to the Honoring the Legacy campaign for the new National Western Center.

Women have always been indispensable to agriculture and ranching. These days, they serve as entrepreneurs and business owners, innovators, ranchers, leaders of some of our most revered agricultural companies, and stewards of the land. Nearly one-third of American farmers and ranchers are women – they count a million strong, and their roles are poised to grow as more than half of U.S. farms and ranches are expected to change hands over the next two decades. The Women in Agriculture program celebrates the historic achievements of women who are the role models for those leading the industry into the future.

The honorees will be celebrated with an 8-by-10-inch photo and a plaque which will include the honoree's name and that of the individuals, family, or business recognizing her. Women in Agriculture plaques will be on permanent display in a prime location in the Sue Anschutz-Rodgers Livestock Center – a fitting home named in honor of one of the West's great women in agriculture.

This unique opportunity to honor a female leader in Western agriculture while helping make the new National Western Center a reality is available for a contribution of \$25,000.

The National Western Center will be more than a new home commensurate with the Stock Show's greatness. This will be a global destination for agricultural heritage and innovation, education, research, Western art, and more. The Center will serve as a center of gravity for Western values and culture for generations to come while honoring the legacy of those whose courage, creativity, hard work, and grit shaped the West into the remarkable place it is today.

The Women in Agriculture program is a fitting way to honor an extraordinary individual while securing the future of the National Western Center, one of the nation's most ambitious redevelopments and one destined to become a centerpiece of the West.

6A

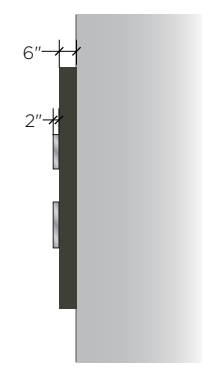
Junior Livestock Barns Donor ID
Donor Name TBD

- Internally Illuminated Letterforms
- 2" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Basis of Design: Resno F1
- Chemetal applied to returns
- Finish: #720 Brushed Smoked Aluminum

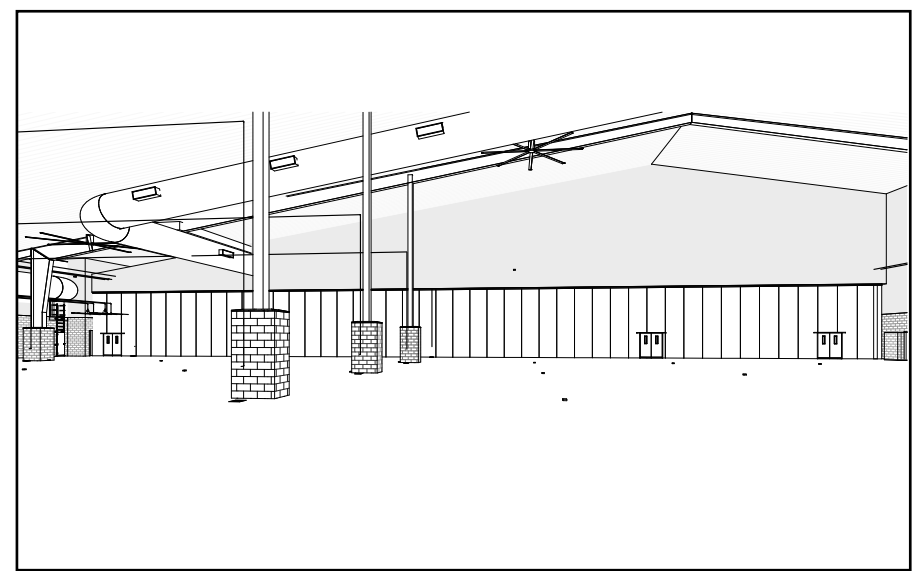


- Metal panel
- Belbien Vinyl applied to face.
- FINISH: EW-1201 Regal Oak
- 4" metal retainer to be painted charcoal grey

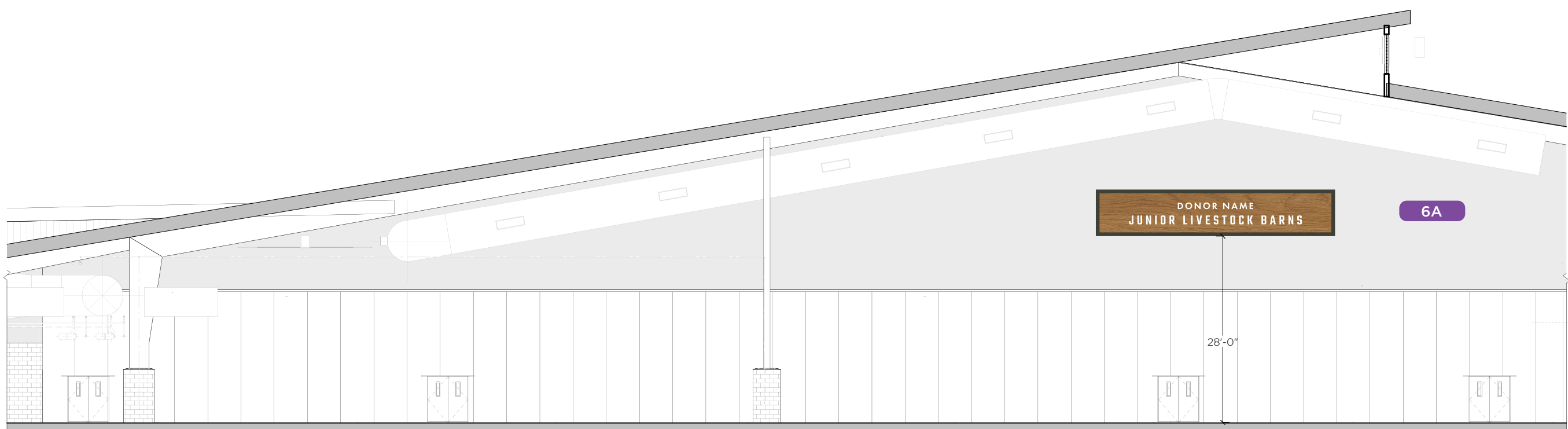
A DETAIL
SCALE: 3/16"=1'-0"



B SIDE VIEW
SCALE: 3/16"=1'-0"



3D View

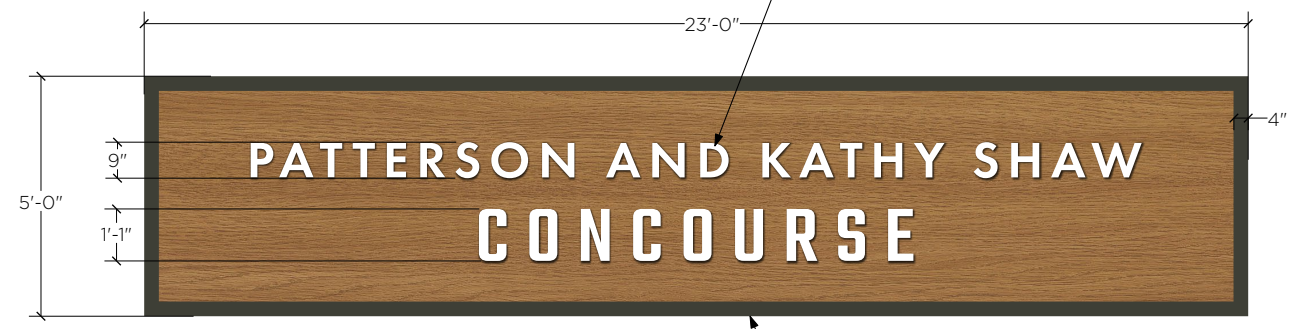


C ELEVATION
SCALE: 1/16"=1'-0"

7A

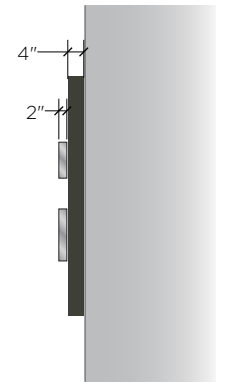
Concourse Donor ID
Patterson and Kathy Shaw Concourse

- Internally Illuminated Letterforms
- 2" deep face lit channel formed letters
- Milky White Acrylic Face
- White LED illumination, 6000k Temperature
- Basis of Design: Resno F1
- Chemetal applied to returns
- Finish: #720 Brushed Smoked Aluminum

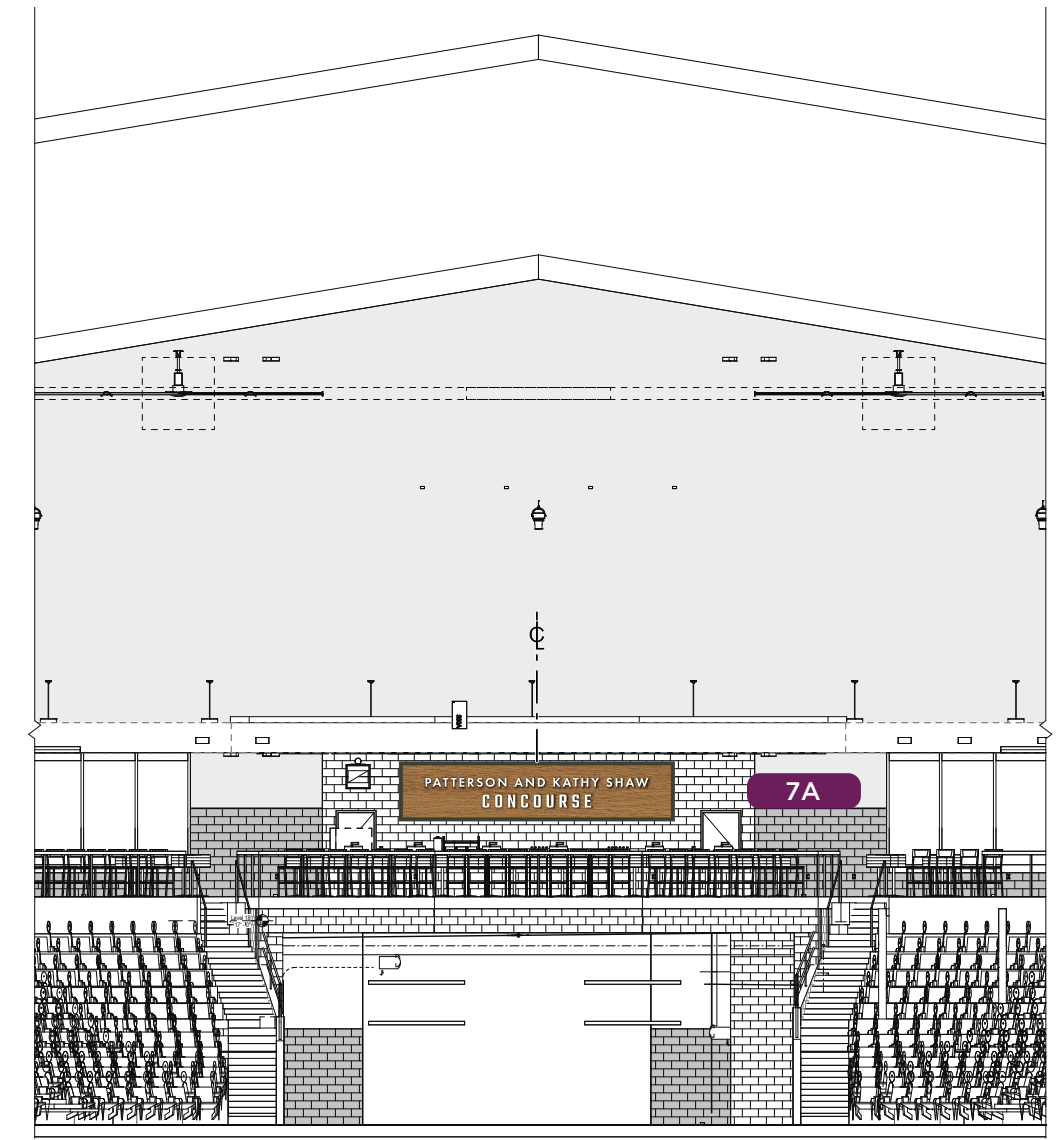


A DETAIL
SCALE: 3/16"=1'-0"

- Metal panel
- Belbien Vinyl applied to face.
- FINISH: EW-1201 Regal Oak
- 4" metal retainer to be painted charcoal grey



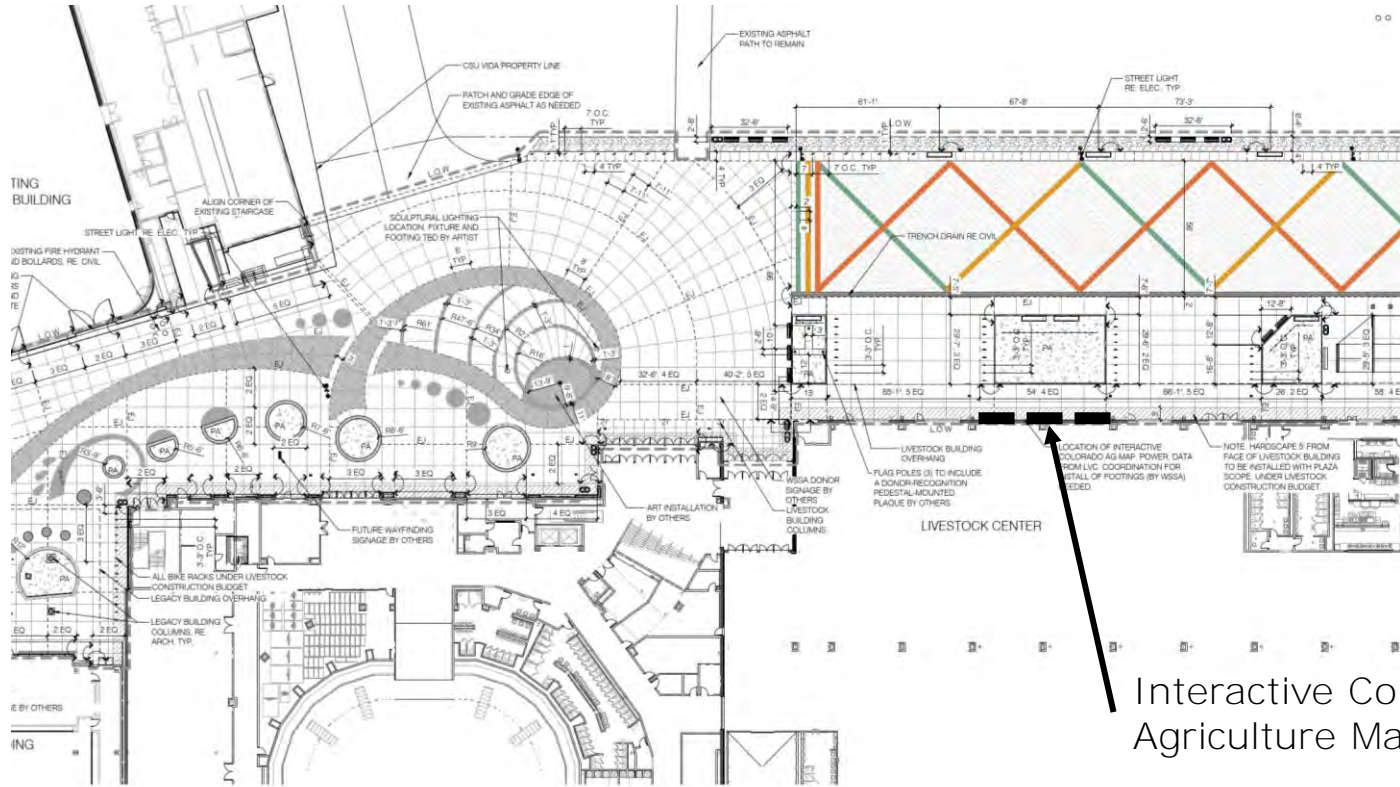
B SIDE VIEW
SCALE: 3/16"=1'-0"



D CONTEXT ELEVATION
SCALE: 1/16"=1'-0"

POPULOUS

Interactive Colorado Agriculture Map



Interactive Colorado Agriculture Map location

National Western Center
Legacy/Livestock Center Agreement
Construction Coordination Plan
September 12, 2023

Contents

Reference Exhibits 1

Document Contents 1

1. Easements and License that govern construction: 1
2. Defined Areas:..... 2
3. Site Access and Deliveries 2
4. Maintenance During Construction..... 5
5. Construction Coordination Process 5
6. WSSA Donor Signage for Livestock Center 9

Reference Exhibits

- Exhibit: Livestock Center Construction Schedule
- Exhibit: Legacy Construction Schedule (Steer Com approved June 2023)
- Exhibit: Livestock Center Site Logistics Plan
- Exhibit: Legacy Site Logistics Plan
- Exhibit: Interface Elements and Responsibilities Matrix
- Exhibit: Construction Access Request Form
- Exhibit: MMP Flow down Requirements (WSSA work on City Property, Flagpoles, Pylon Signage, possible Terrace drain connections)
- Exhibit: Site Access Plan
- Exhibit: WSSA Donor Signage Plans for Livestock Center (Exterior)
- Exhibit: WSSA Donor Signage Plans for Livestock Center (Interior)
- Exhibit: WSSA Donor Signage Plans for Livestock Center (Colorado Interpretive Map)
- Exhibit: Combined Schedule/Sequence-Key dates
- Exhibit: Key Interface Deadlines Matrix

Document Contents

1. Easements and License that govern construction:
 - a. Legacy Access – Terrace
 - b. Legacy Access – Legacy Club Extension
 - c. Legacy Access – Access
 - d. Legacy Access – Party Wall Easements

2. Defined Areas:

- a. WSSA Areas
 - i. Includes the owned land (pad site);
 - ii. Includes areas obtained through NWCA long-term license agreement;
 - iii. Includes any areas currently agreed to be provided for the use of the Legacy project team by easement;
 - iv. Includes areas approved by NWCO per the license agreement process (the Construction Access Request form.); AND
 - v. Excludes areas of the Legacy Pad provided by Legacy to the Livestock Project team for the duration stated in the easement or other agreement.
- b. Livestock Center Areas
 - i. Includes land owned by the City and County of Denver;
 - ii. Includes any areas currently agreed to be provided for the use of Livestock project team by easement;

3. Site Access and Deliveries

- a. Bettie Cram Drive (May not be public ROW at time of turnover)
 - i. Public ROW-Bettie Cram Drive is a City and County of Denver public ROW. WSSA to obtain all permits and approvals from the City and County of Denver for use of the ROW for staging and construction activities. WSSA to provide a site logistics plan to NWCO for approval that identifies all areas within the public ROW that are to be used during the construction of the Legacy Building.
 - ii. Authority Controlled Items-As part of the Amenity Maintenance and Long Term License Agreement with City and County of Denver, the National Western Center Authority (NWCA) is responsible for the maintenance and operation of the curb areas within the Bettie Cram Drive ROW adjacent to the Legacy pad. Legacy to review all usage of public ROW with NWCA for approval. WSSA to provide a plan that describes how landscape, paving, historic pavers, and site furnishings will be protected or removed and replaced in original as found condition or protected during construction and use of the public ROW.
- b. NWCO Control of Bettie Cram Drive Access Point (discuss with Authority)

It is the intent that the access point at Bettie Cram Drive at the SE corner of the Livestock Center parcel be used primarily for access to the Livestock Center construction site. Access by WSSA for the Legacy Building at this access point shall be approved in writing by NWCO prior to use by WSSA.

 - i. WSSA Access Requests
 - 1. WSSA to use the Construction Access Form for all access to the Livestock Center site.
- c. WSSA Construction Schedule
 - i. Legacy construction schedule to be reviewed and Approved by SteerCom prior to start of construction with input from NWCO LVC Project Team.

- ii. The Legacy construction schedule shall be updated monthly. Any changes to the schedules by either party shall be noted on the schedule and submitted to each party for review and use.
 - 2. Key Coordination Milestones shall be included in both Livestock & Legacy schedules. These dates are to be established and changed cooperatively, and any changes that result in impacts to schedule or cost for either building are to be discussed before being finalized.
 - iii. Site Logistics must be presented at Project coordination meetings or other mutually agreed to time for approval with drawings indicating any area(s) outside of the Legacy pad site plus easements) where access is requested including the duration(s) needed.
 - 1. Shall be coordinated through the daily and weekly regularly scheduled coordination meetings.
 - iv. Area to be accessed for construction shall be inspected prior to access by either party to access current conditions, and post use review to document any damages that may have occurred to the areas accessed.
- d. Construction Deliveries
- i. Large deliveries
WSSA to coordinate all large deliveries of construction materials that impact the public ROW and campus access with NWCO and NWCA. It will be the responsibility of WSSA to notify adjacent property owners and tenants for any street closures due to construction activities.
 - ii. Daily deliveries to be managed through the LVC and Legacy Construction Superintendents.
- e. WSSA Site Laydown and Trade Labor Needs
- i. There shall be no shared debris or recycling efforts by Legacy and Livestock during construction.
 - ii. Legacy laydown shall be contained to WSSA designated areas only.
 - iii. WSSA Trade Labor needs shall be self-sufficient in their construction efforts not limited to Canteen, First Aid, break areas, parking, restroom facilities etc., shall be accommodated by WSSA only.
- f. Livestock Center Site Laydown and Trade Labor Needs
- i. There shall be no shared debris or recycling efforts by Legacy and Livestock during construction.
 - ii. Livestock laydown shall be contained to Livestock designated areas only.
 - iii. Livestock Trade Labor needs shall be self-sufficient in their construction efforts not limited to Canteen, First Aid, break areas, parking, restroom facilities etc., shall be accommodated by Livestock only.
- g. Livestock Center access to Legacy site during construction (License Agreement)
- i. Livestock may need to access the Legacy roof and land to complete details along the party wall. (See Party Wall Agreement and Exhibits)
 - ii. Livestock foundations and steel shall commence prior to Legacy commencing construction.

- iii. Livestock steel installation shall be complete – including racked for tolerances – along the party wall prior to Legacy racking out their steel to Livestock Construction Tolerances.
- iv. Timing. NWCO will require construction access to a portion of the Legacy site from start of construction of the Livestock Arena until approximately March 14, 2024 to construct a portion of the adjacent wall. (See Party Wall Agreement and Exhibits) WSSA access to the Legacy site and timing to be determined during development of the Livestock Center construction schedule and will be reviewed with WSSA at regular coordination meetings to monitor progress and access requirements.
- h. Legacy access to Livestock Center site during construction (License Agreement)
 - v. For Legacy access to the Livestock Center site, use the Construction Area Request Form for all access requests. (See Construction License Agreement and Exhibits including Construction Access Form)
- i. Notice of Site Access Requests-
 - i. WSSA to provide at least 1 week notice of all site access requests into the Livestock Center site unless a mutually agreed to shorter time period is accepted.
- j. Plaza Access
 - i. WSSA and Livestock Center shall coordinate through the daily and weekly coordination meetings.
 - ii. WSSA shall provide Plaza access requests to NWCO & NWCA for approval with drawings indicating area requesting access including duration needed.
 - iii. WSSA shall coordinate and notify CSU directly and keep NWCO and NWCA apprised of access notification to CSU.
 - iv. All parties shall maintain access to the plaza by 3rd parties, coordinated closures shall be allowed.
 - v. Phased completion of Plaza to be coordinated with both parties, Livestock schedule has precedence.
- k. Site Access during Events
 - i. WSSA shall not hinder site access for any Events that may be held on campus during their construction period.
- l. Common Benchmarks
 - i. Both projects shall use a common benchmark for site elevations and grading to be set by the Livestock Contractor.
- m. Contractors to coordinate site security and the removal of the Livestock construction fence when Legacy begins construction. The entire site for both projects needs to be secure prior to removal of this fence. Contractors to coordinate all fencing locations that delineate between the two projects related to ROCIP and erosion control permits.

4. Maintenance During Construction

- a. Access Points
 - i. Tracking. NWCO will maintain the tracking pads at the NW, NE & SE corners of the Livestock Center site. WSSA shall maintain any tracking pads needed for access to the Legacy site. See Site Access Plan Exhibit
 - ii. Gates and Fencing-NWCO will control the site access gate at Bettie Cram Drive at the SE corner of the Livestock Center site. Note that this gate will require access from BNSF and Denver Water during construction. WSSA to provide, control and maintain fencing around the Legacy construction site.
 - iii. Erosion Control Permit-WSSA is responsible for any erosion control permits required for the construction of the Legacy Building. Erosion control permits shall be coordinated with the limits of construction shown on each party's erosion control permits.
- b. Bettie Cram Drive (City Owned/Authority Controlled)
 - i. Existing Improvements-WSSA to coordinate any ongoing maintenance of existing improvements within the ROW and within the construction fencing of the Legacy Building with NWCA.
 - ii. Responsibility-WSSA is responsible for any damage done to existing improvements within the Bettie Cram Drive ROW within their construction fencing or due to damage caused by Legacy construction activities per the License Agreement.
- c. Campus:
 - i. WSSA is responsible for any damage done to existing campus improvements within the campus confines due to construction activities directly related to the Legacy Building.
- d. Site Monitoring:
 - i. Site Superintendents weekly site walk to review existing conditions, identify any damages, and coordinate upcoming construction activities.
- e. Security During Construction
 - i. No security services are provided by NWCO during construction. WSSA responsible for security as they may deem necessary for their construction site.

5. Construction Coordination Process

- a. Project Schedules
 - i. Common Schedule activities codes in respective P6 schedules or approved equal scheduling software (GT note: SCI utilizes ASTA) for common monitoring.
 - 1. Adjacent Construction Activities coordination
 - a. Geotech review
 - ii. Schedules to be shared by both parties on a every other week basis.
 - iii. Key Interface Deadlines for Legacy Building
 - 1. The following construction interface elements are critical to the completion of the Livestock Center and shall be coordinated at the weekly superintendents meeting. Deadlines for these elements are

to be coordinated and agreed to during the construction coordination process. Detailed list of deadline elements and agreed upon deadlines for interface items will be documented through the Key Interface Deadlines Matrix Exhibit. Refer to Combined Schedule Sequence Exhibit for date and activities that have been coordinated between the contractors at the time of this agreement.

- a. Legacy Adjacent Wall Completion
 - b. Legacy Terrace Completion
 - c. Legacy Club Extension
 - d. Wall Penetrations
 - e. Legacy Transformer Enclosure
 - f. Railsite site improvements
- b. Daily Superintendent Coordination Meetings
 - i. Legacy Building and Livestock Center construction superintendents to have a brief daily meeting to review the work planned for the day and any coordination items that are needed between the 2 projects.
 - c. Weekly Construction Coordination Meetings
 - i. Legacy Building and Livestock Center construction teams shall have a weekly joint construction meeting to review upcoming work and to identify any coordination or issues that need to be addressed.
 - d. Logistics Plan Monthly Updates
 - i. Legacy Building and Livestock Center shall update their respective Construction Logistics Plans monthly and share with each team, NWCO and NWCA.
 - e. Notification of utility energization/startups/shutdowns
 - i. Legacy Building and Livestock Center Project Teams to provide 1 week in advance system energization/startups/shutdown notifications on shared systems.
 2. Lockout/Tagout (LOTO) Plans shall be shared with each party
 - a. Lead project shall develop plan
 - b. Both Projects to walk and apply Locks to the system(s) being affected.
 - f. Coordination of Openings
 - i. Both contractors shall coordinate openings for all doors, sleeving and piping between the Livestock Center and Legacy Building for all waterproofing, fireproofing inspections, thresholds, commissioning and permits. Where sleeving is required through walls, contractors to provide elevations and dimensions of piping to be sleeved.
 - g. Schedule Delays
 - i. If construction TCO date of either building is delayed more than 14 days due to any reason, the party that is delayed shall notify the other party immediately in writing.
 - h. Joint RFI's and Submittals (Use updated team Points of Contact)

- i. During the construction, it may be necessary to have each construction team review RFIs (Request for Information) that pertain to common or adjacent elements of the buildings. Each teams contractor to identify contacts and primary responsible person and share that information with the other contractor.
 1. RFI Process:
 - a. All Livestock Center Generated RFI's shall be transmitted/tracked thru the CCD/NWCO Procore system.
 - i. Livestock generated RFI's that impact the Legacy building, especially any interface work item, shall be transmitted to the WSSA Project Management Team Lead for action by the WSSA Design & Construction team.
 1. Expected turnaround time for RFIs is 7 working days.
 - ii. Legacy generated RFI's that impact the Livestock Center, especially any interface work item, shall be added to the CCD/NWCO Procore system upon receipt by the CCD/NWCO Document Control team as directed by the CCD/NWCO Project Manager. RFI will be transmitted via PDF from CCD/NWCO Document Control to Legacy team.
 1. Expected turnaround time for RFIs is 7 working days.
 - b. Open RFI's will be discussed at the weekly coordination meetings.
 2. Submittal Process
 - a. Livestock Center to Legacy
 - i. Livestock generated Submittals shall be transmitted/tracked to the WSSA Project Manager Team Lead for action by the WSSA Design & Construction team.
 - ii. Expected turnaround time for Submittals is 15 working days.
 - b. Legacy generated Submittals shall be added to the CCD/NWCO Procore system upon receipt by the CCD/NWCO Document Control team as directed by the CCD/NWCO Project Manager.
 - i. Expected turnaround time for Submittals is 15 working days.
 - c. Key submittals for joint review will include all interface related construction items but not be limited to the following:
 - i. Glazing at Legacy Club Extension;
 - ii. Light fixture selection at Legacy Club Extension and loads that apply to the Livestock roof trusses;

- iii. Ductwork, loads and connections to Livestock roof trusses at the Legacy Club Extension;
 - iv. Fire sprinklers for Legacy Club Extension;
 - v. Ceiling materials and loads at Legacy Club Extension;
 - vi. Fire alarm system for Legacy Building and Livestock Center;
 - vii. Flooring materials and loads at Legacy Club Extension;
 - viii. DAS emergency communications systems to allow for reciprocal communications for emergency responders;
 - ix. Expansion joints between buildings;
 - x. Ambient loop connections to Livestock system.
 - d. Open Submittals will be discussed at the weekly coordination meetings.
 - i. Conflict Resolution
 - i. Conflict Escalation
 - 1. Site Superintendents
 - a. Potential conflicts will be identified at the regular construction meetings and will be initially address by the Site Superintendents. Site Superintendents will include the design teams as needed to resolve the conflict.
 - 2. NWCO/WSSA Project Managers
 - a. If the Site Superintendents are not able to resolve the conflict, the conflict will be escalated to the NWCO and WSSA Project Managers.
 - 3. NWCO/WSSA Party Representatives
 - a. If the NWCO/WSSA Party Representatives Managers are not able to resolve the conflict, the conflict will be escalated to NWCO/WSSA for final resolution.
 - j. Environmental and Safety
 - i. Dewatering of each site to remain on each party's property.
 - ii. Each party shall share Safety Plans prior to start of construction of Legacy Building.
 - 1. Process for standards shall be agreed to between each party.
 - 2. Hot works activities shall be shared:
 - b. In the 3-week look ahead schedule
 - c. In the daily coordination meetings
 - 3. Safety Orientation for the respective projects shall discuss any differing safety protocols from the other construction team that may impact their work prior to commencing work activities.
 - iii. Emergency Response Contact Process
 - 1. Contact 911 for all site emergencies.

2. Notification to NWCO (Refer to NWCO Crisis Tree Document)
3. Incident Investigation and Reporting Process
 - d. Incident investigation results to be shared with each team for learning purposes.
4. Coordinate Fire Department visits and response for emergencies
- k. Notification of Site Inspections
 - i. Shared Inspection timing and schedule
 - ii. Common Inspections
 1. Reference Materials Responsibility matrix
 - iii. Prior to access
 - iv. By permitting agencies
- l. Construction Coordination with Adjacent ongoing uses (NWCA and CSU)
 - i. Ongoing Campus operations
 - ii. Campus construction projects, not limited to the Ped Bridge construction and access requirements
- m. Crane Protocols and Restrictions (per current ROCIP)
 - i. Crane Restrictions –
 - a. Crane Loads shall not be swung over either parties land, unless coordinated and all safety precautions in place prior.
 - b. Crane operators for Livestock and Legacy shall have a common radio frequency to share communications.
 - c. Critical lift notification to other parties
 - d. Major hoisting activities that require the clearing of personnel from specific areas of the project will be communicated at the daily/weekly meetings as identified in 4.b and 4.c above and communicated to the on-site construction workers for both sites.
- n. Site Construction Coordination
 - i. Note: Livestock Center will be using cameras for project schedule progression, evaluation, and sequences monitoring, along with damage.
- o. BIM Coordination
 - ii. Sharing of BIM Models by each team.

6. WSSA Donor Signage for Livestock Center

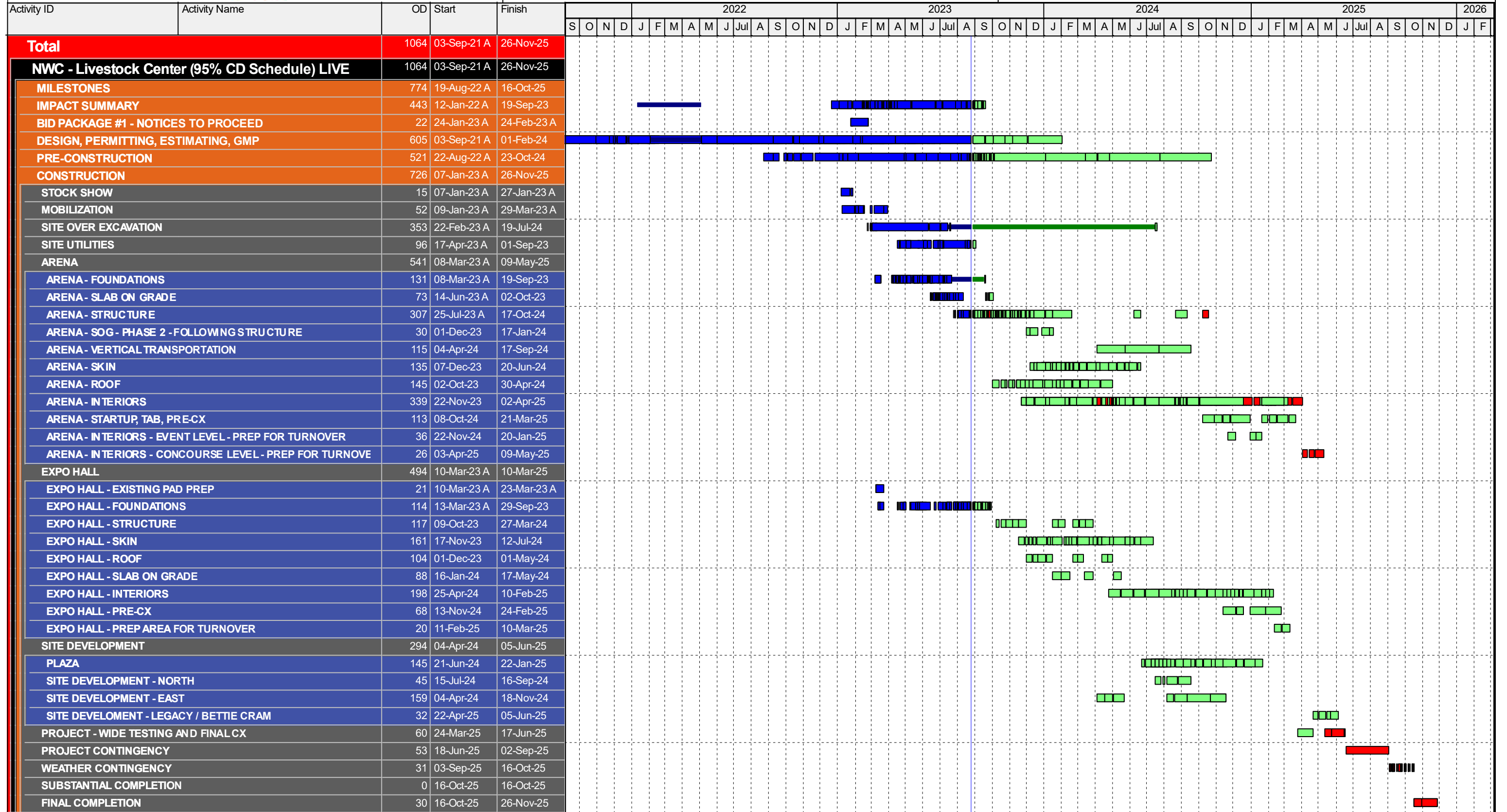
- a. Reference draft Signage Agreement, Responsibility Matrix, and WSSA Donor Signage Plan for Livestock Center.
- b. Building Signage
 - i. Refer WSSA Donor Signage Plans for Livestock Center (Exterior) Exhibit
 - ii. Refer to WSSA Donor Signage Plans for Livestock Center (Interior) Exhibit
 - iii. Electrical – Conduit & Wire by Livestock Center
 - iv. Structural Improvements by Livestock Center
 - v. Installation coordination
 1. Timing and schedule to be coordinated between Livestock Center and WSSA.

2. WSSA to install all WSSA Donor Signage for Livestock Center
 - c. Pylon Sign in Plaza
 - i. Refer WSSA Donor Signage Plans for Livestock Center (Exterior) Exhibit
 - d. Flag Poles and donor plaque – set of three
 - i. Refer WSSA Donor Signage Plans for Livestock Center (Exterior) Exhibit
 - e. Future Colorado Interpretive Map and donor plaque
 - i. Refer to WSSA Donor Signage Plans for Livestock Center (Colorado Interpretive Map) Exhibit



NWC - Livestock Center (95% CD Schedule) LIVE
WBS Summary Level 3

Data Date: 25-Aug-23
Print Date: 31-Aug-23 09:22



█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work

Line	Name	OD	Start	Finish	2023				2024				2025		
					1	2	3	4	1	2	3	4	1		
Preconstruction															
Design & Permitting															
		1041d	01/03/22 A	02/25/26											
		465d	01/03/22 A	10/27/23											
3	Design - 50% DD	162d	01/03/22 A	08/18/22 A											
4	Design - 100% DD	39d	08/19/22 A	10/13/22 A											
5	Design - 75% CD	65d	10/14/22	01/18/23	Design - 75% CD										
6	Design - 90% CD - Permit Set	66d	01/19/23	04/20/23	Design - 90% CD - Permit Set										
7	Livestock IFC Documents Issues	0d	01/27/23 *	01/27/23	Livestock IFC Documents Issues										
8	Permitting - CCOD Permit Review	128d	04/21/23	10/20/23	Permitting - CCOD Permit Review										
9	Design - 100% CD	5d	10/23/23	10/27/23	Design - 100% CD										
Estimating															
		318d	08/19/22 A	11/17/23											
11	Estimating - 50% DD (cost update)	19d	08/19/22 A	09/15/22 A											
12	Estimating 100% DD	30d	10/14/22	11/28/22											
13	Estimating - 75% CD (cost update)	20d	01/19/23	02/15/23	Estimating - 75% CD (cost update)										
14	Estimating - 90% CD (buy set)	35d	07/18/23	09/05/23	Estimating - 90% CD (buy set)										
15	Estimating - 100% CD	15d	10/30/23	11/17/23	Estimating - 100% CD										
Livestock Center															
		0d	10/13/22	10/13/22											
17	Amended SDP Submission	0d	10/13/22 *	10/13/22											
Procurement															
		614d	09/06/23	02/25/26											
Project Milestones and Events															
		761d	10/13/22	11/03/25											
WT / NUCO Potential Impacts															
		632d	10/13/22	04/30/25											
21	Comissioning	5d	10/13/22	10/19/22											
22	North Wall	5d	10/13/22	10/19/22											
23	GLA +40 Occupancy End	0d	03/14/24 *	03/14/24	GLA +40 Occupancy End										
24	Water side Start	118d	08/12/24 *	02/19/25	Water										
25	Test and Balance Water (Area Concourse)	10d	02/20/25 *	03/05/25	Test										
26	Fire Alarm	16d	04/09/25 *	04/30/25											
Precon Milestones															
		197d	04/21/23	02/01/24											
28	Permit Submission	0d	04/21/23	04/21/23	Permit Submission										
29	Start Construction	0d	02/01/24	02/01/24	Start Construction										
Events															
		253d	01/08/24	01/25/25											
31	2024 Stock Show and Rodeo	15d	01/08/24 *	01/26/24	2024 Stock Show and Rodeo										

Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1
32	2025 Stock Show and Rodeo	15d	01/09/25 *	01/25/25									2025 Sto
Structural Milestones		107d	06/11/24	11/11/24									
34	CMU Cores Complete	0d	06/11/24	06/11/24									◆ CMU Cores Complete
35	Foundations Complete	0d	06/26/24	06/26/24									◆ Foundations Complete
36	Level 2 Structure Complete	0d	10/01/24	10/01/24									◆ Level 2 Structure Cor
37	Level 1 Structure Complete	0d	10/21/24	10/21/24									◆ Level 1 Structure C
38	Level 3 Structure Complete	0d	10/21/24	10/21/24									◆ Level 3 Structure C
39	Level 4 Structure Complete	0d	11/11/24	11/11/24									◆ Level 4 Structur
Skin Milestones		82d	12/26/24	05/13/25									
41	North Elevation Complete	0d	12/26/24	12/26/24									◆ North Eleva
42	East Elevation Complete	0d	02/20/25	02/20/25									◆ East I
43	Roof Complete	0d	03/14/25	03/14/25									◆ Ro
44	West Elevation Complete	0d	03/20/25	03/20/25									◆ W
45	South Elevation Complete	0d	05/13/25	05/13/25									
Building System Milestones		111d	01/03/25	07/01/25									
47	AHU Start-up	0d	01/03/25	01/03/25									◆ AHU Start-
48	Service Elevator Complete	0d	04/04/25	04/04/25									
49	Move Air for Wood Install - L2	0d	04/22/25	04/22/25									
50	Move air for Wood Install - L1	0d	04/22/25	04/22/25									
51	Move air for Wood Install - L4	0d	04/22/25	04/22/25									
52	Move air for Wood Install - L3	0d	04/29/25	04/29/25									
53	Internet and Phone Connectivity	0d	05/02/25	05/02/25									
54	Fire Alarm Connectivity Ready	0d	05/20/25	05/20/25									
55	Elevators Complete	0d	06/16/25	06/16/25									
56	Permanent Power	0d	07/01/25	07/01/25									
57	TCO	0d	11/03/25	11/03/25									
Construction		516d	10/02/23	11/03/25									
General Site Work		415d	10/02/23	06/10/25									
60	Partial Land Transfer to WSSA	84d	10/02/23 *	01/31/24									Partial Land Transfer to WSSA
61	Use of GL A + 40' by WT	30d	02/01/24	03/13/24									Use of GL A + 40' by WT
62	Mobilization & Site Set-up	10d	02/01/24	02/14/24									Mobilization & Site Set-up
Line	Name	OD	Start	Finish	2023				2024				2025

Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1
63	Layout Building Foundations	5d	02/15/24	02/21/24									Layout Building Foundations
64	Overexcavate and Recompact Site	10d	02/16/24	02/29/24									Overexcavate and Recompact Site
65	Site Utilities	10d	03/01/24	03/14/24									Site Utilities
66	Overexcavate and Recompact GL A + 40'	5d	03/14/24	03/20/24									Overexcavate and Recompact GL A + 40'
67	Site Concrete / Pavers / Landscaping - East	20d	02/20/25	03/19/25									Site
68	Site Concrete / Pavers / Landscaping - West	20d	03/20/25	04/16/25									
69	Site Concrete / Pavers / Landscaping - South	20d	05/13/25	06/10/25									
Building Structure		193d	03/01/24	12/03/24									
Foundations		82d	03/01/24	06/25/24									
72	Drill & Pour Drilled Piers (Approx 50ea)	12d	03/01/24	03/18/24									Drill & Pour Drilled Piers (Approx 50ea)
73	Form & Pour Pier Caps	10d	03/19/24	04/01/24									Form & Pour Pier Caps
74	Excavate Mat Foundation - Elevator Core	2d	03/19/24	03/20/24									Excavate Mat Foundation - Elevator Core
75	Drill & Pour Drilled Piers GL A + 40' (Approx 29ea)	7d	03/21/24	03/29/24									Drill & Pour Drilled Piers GL A + 40' (Approx 29ea)
76	Form & Pour Mat Slab Foundation for Elevator Core	12d	03/21/24	04/05/24									Form & Pour Mat Slab Foundation for Elevator Core
77	Form & Pour Pier Caps GL A + 40'	4d	04/02/24	04/05/24									Form & Pour Pier Caps GL A + 40'
78	Form and Pour Grade Beam Stair Core 4	5d	04/08/24	04/12/24									Form and Pour Grade Beam Stair Core 4
79	Place Holder Geo Piers - GL 1 - 4	5d	04/08/24	04/12/24									Place Holder Geo Piers - GL 1 - 4
80	Form & Pour Grade Beams GL A + 40' and Stair Core 2/3	20d	04/15/24	05/10/24									Form & Pour Grade Beams GL A + 40'
81	Place Holder Geo Piers GL 4 -10	5d	04/15/24	04/19/24									Place Holder Geo Piers GL 4 -10
82	Form & Pour Grade Beams - East GL	8d	05/13/24	05/22/24									Form & Pour Grade Beams - East GL
83	Form & Pour Grade Beams - South GL	15d	05/23/24	06/13/24									Form & Pour Grade Beams - South GL
84	Form & Pour Grade Beams - West GL	8d	06/14/24	06/25/24									Form & Pour Grade Beams - West GL
Building Cores		45d	04/08/24	06/10/24									
86	CMU Elevator Core - Level 1 through Roof	20d	04/08/24	05/03/24									CMU Elevator Core - Level 1 through Roof
87	CMU Stair Core 4 - Level 1 through Roof	20d	04/15/24	05/10/24									CMU Stair Core 4 - Level 1 through Roof
88	CMU Stair Core 2 - Level 1 through Roof	20d	05/13/24	06/10/24									CMU Stair Core 2 - Level 1 through Roof
89	CMU Stair Core 3 - Level 1 through Roof	20d	05/13/24	06/10/24									CMU Stair Core 3 - Level 1 through Roof
Steel Structure		111d	06/26/24	12/03/24									
91	Structural Steel Framing	50d	06/26/24	09/05/24									
92	Set Structural Steel Framing - GL 1A-4 Lvl 1-Roof	20d	06/26/24	07/24/24									Set Structural Steel Framing - GL 1A-4 Lvl 1-Roof
93	Set Structural Steel Framing - GL 4-10 Lvl 1-Roof	25d	07/25/24	08/28/24									Set Structural Steel Framing - GL 4-10 Lvl 1-Roof

Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1
94	Place Holder - Club Extension Structural Steel Tie-in	5d	08/29/24	09/05/24									█ Place Holder - Club Exter
95	Level 2	22d	08/29/24	09/30/24									
96	Metal Deck & Detail - Level 2 Pour 1	5d	08/29/24	09/05/24									█ Metal Deck & Detail - Lev
97	MEP Slab-On-Deck - Level 2 Pour 1	5d	09/06/24	09/12/24									█ MEP Slab-On-Deck - Lev
98	Metal Deck & Detail - Level 2 Pour 2	5d	09/06/24	09/12/24									█ Metal Deck & Detail - Le
99	Prep & Pour Slab-On-Deck - Level 2 Pour 1	5d	09/10/24	09/16/24									█ Prep & Pour Slab-On-De
100	MEP Slab-On-Deck - Level 2 Pour 2	5d	09/13/24	09/19/24									█ MEP Slab-On-Deck - Le
101	Metal Deck & Detail - Level 2 Pour 3	5d	09/13/24	09/19/24									█ Metal Deck & Detail - L
102	Prep & Pour Slab-On-Deck - Level 2 Pour 2	5d	09/17/24	09/23/24									█ Prep & Pour Slab-On-D
103	MEP Slab-On-Deck - Level 2 Pour 3	5d	09/20/24	09/26/24									█ MEP Slab-On-Deck - Le
104	Prep & Pour Slab-On-Deck - Level 2 Pour 3	5d	09/24/24	09/30/24									█ Prep & Pour Slab-On-D
105	Level 3	21d	09/20/24	10/18/24									
106	Metal Deck & Detail - Level 3 Pour 1	5d	09/20/24	09/26/24									█ Metal Deck & Detail - L
107	MEP Slab-On-Deck - Level 3 Pour 1	5d	09/26/24	10/02/24									█ MEP Slab-On-Deck - L
108	Metal Deck & Detail - Level 3 Pour 2	5d	09/27/24	10/03/24									█ Metal Deck & Detail -
109	Prep & Pour Slab-On-Deck - Level 3 Pour 1	5d	09/30/24	10/04/24									█ Prep & Pour Slab-On-
110	MEP Slab-On-Deck - Level 3 Pour 2	5d	10/03/24	10/09/24									█ MEP Slab-On-Deck -
111	Metal Deck & Detail - Level 3 Pour 2	5d	10/04/24	10/10/24									█ Metal Deck & Detail -
112	Prep & Pour Slab-On-Deck - Level 3 Pour 2	5d	10/07/24	10/11/24									█ Prep & Pour Slab-On-
113	MEP Slab-On-Deck - Level 3 Pour 3	5d	10/10/24	10/16/24									█ MEP Slab-On-Deck -
114	Prep & Pour Slab-On-Deck - Level 3 Pour 3	5d	10/14/24	10/18/24									█ Prep & Pour Slab-On-
115	Level 4	21d	10/11/24	11/08/24									
116	Metal Deck & Detail - Level 4 Pour 1	5d	10/11/24	10/17/24									█ Metal Deck & Detail
117	MEP Slab-On-Deck - Level 4 Pour 1	5d	10/17/24	10/23/24									█ MEP Slab-On-Deck -
118	Metal Deck & Detail - Level 4 Pour 2	5d	10/18/24	10/24/24									█ Metal Deck & Detail
119	Prep & Pour Slab-On-Deck - Level 4 Pour 1	5d	10/21/24	10/25/24									█ Prep & Pour Slab-O
120	MEP Slab-On-Deck - Level 4 Pour 2	5d	10/24/24	10/30/24									█ MEP Slab-On-Deck
121	Metal Deck & Detail - Level 4 Pour 3	5d	10/25/24	10/31/24									█ Metal Deck & Deta
122	Prep & Pour Slab-On-Deck - Level 4 Pour 2	5d	10/28/24	11/01/24									█ Prep & Pour Slab-C
123	MEP Slab-On-Deck - Level 4 Pour 3	5d	10/31/24	11/06/24									█ MEP Slab-On-Deck
124	Prep & Pour Slab-On-Deck - Level 4 Pour 3	5d	11/04/24	11/08/24									█ Prep & Pour Slab-
Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1

Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1
125	Roof Level	15d	11/11/24	12/03/24									
126	Timber Framing @ Roof Level	15d	11/11/24	12/03/24									☑ Timber Framing
	Slab-On-Grade	26d	09/13/24	10/18/24									
128	SOG Pour 1	16d	09/13/24	10/04/24									
129	MEP Underground - SOG - Pour 1	5d	09/13/24	09/19/24									☑ MEP Underground - SO
130	Underslab Gravel & Vapor Barrier - Pour 1	3d	09/20/24	09/24/24									☑ Underslab Gravel & Va
131	Fine Grade, edge Form & Reinforce - SOG Pour 1	5d	09/27/24	10/03/24									☑ Fine Grade, edge Forr
132	Place & Finish - SOG Pour 1	1d	10/04/24	10/04/24									☑ Place & Finish - SOG
133	SOG Pour 2	16d	09/20/24	10/11/24									
134	MEP Underground - SOG - Pour 2	5d	09/20/24	09/26/24									☑ MEP Underground - SC
135	Underslab Gravel & Vapor Barrier - Pour 2	3d	09/27/24	10/01/24									☑ Underslab Gravel & Va
136	Fine Grade, edge Form & Reinforce - SOG - Pour 2	5d	10/04/24	10/10/24									☑ Fine Grade, edge Forr
137	Place & Finish - SOG - Pour 2	1d	10/11/24	10/11/24									☑ Place & Finish - SOG
138	SOG Pour 3	16d	09/27/24	10/18/24									
139	MEP Underground - SOG - Pour 3	5d	09/27/24	10/03/24									☑ MEP Underground - S
140	Underslab Gravel & Vapor Barrier - Pour 3	3d	10/04/24	10/08/24									☑ Underslab Gravel & V
141	Fine Grade, edge Form & Reinforce - SOG - Pour 3	5d	10/11/24	10/17/24									☑ Fine Grade, edge Fo
142	Place & Finish - SOG - Pour 3	1d	10/18/24	10/18/24									☑ Place & Finish - SOG
	Building Interiors	206d	10/01/24	08/13/25									
	Level 2	173d	10/01/24	06/26/25									
145	Fire Proofing - L2	10d	10/01/24	10/14/24									☑ Fire Proofing - L2
146	Interior Layout - L2	1d	10/15/24	10/15/24									☑ Interior Layout - L2
147	Set Door Frames - L2	2d	10/16/24	10/17/24									☑ Set Door Frames - L
148	Frame Priority Walls - L2	5d	10/16/24	10/22/24									☑ Frame Priority Walls
149	Overhead Fire Protection Rough-in - L2	15d	10/16/24	11/05/24									☑ Overhead Fire Pro
150	Overhead Mechanical (Duct) Rough-in - L2	15d	10/30/24	11/19/24									☑ Overhead Mecha
151	Overhead Plumbing Rough-in - L2	7d	10/30/24	11/07/24									☑ Overhead Plumbin
152	Overhead Mechanical (Hydronic) Rough-in - L2	7d	11/13/24	11/21/24									☑ Overhead Mecha
153	Overhead Electrical Rough-in - L2	15d	11/20/24	12/12/24									☑ Overhead Elec
154	Air Side Equipment (EF, FPBs, Etc) - L2	5d	11/22/24	12/02/24									☑ Air Side Equipm
155	Overhead Mechanical / Plumbing Insulate - L2	10d	11/22/24	12/09/24									☑ Overhead Me
Line	Name	OD	Start	Finish	2023				2024				2025

Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1
156	Frame Interior Walls - L2	10d	12/10/24	12/23/24									
157	Frame Hard Lids and Soffits - L2	15d	12/10/24	12/31/24									
158	Plumbing in Wall Rough - L2	5d	12/24/24	12/31/24									
159	Electrical in Wall Rough - L2	15d	12/24/24	02/05/25									
160	Drywall - L2	15d	02/06/25	02/26/25									
161	Tape And Finish Drywall - L2	10d	02/13/25	02/26/25									
162	Prime and 1st Coat - L2	5d	02/27/25	03/05/25									
163	Flooring Wood - L2	5d	02/27/25	03/05/25									
164	Interior Storefront Install - L2	5d	03/04/25	03/10/25									
165	Ceilings Grid - L2	1d	03/11/25	03/11/25									
166	Flooring Tile - L2	5d	03/13/25	03/19/25									
167	Mechanical Drop GRDS - L2	5d	03/18/25	03/24/25									
168	Set Plumbing Fixtures - L2	5d	03/20/25	03/26/25									
169	Drop Sprinkler Heads - L2	5d	03/25/25	03/31/25									
170	Final Paint - L2	5d	03/27/25	04/02/25									
171	Doors and Hardware - L2	10d	04/03/25	04/16/25									
172	Specalties and Millwork - L2	12d	04/03/25	04/18/25									
173	Install Wood Walls/Ceiling - L2	15d	04/22/25	05/12/25									
174	Electrical Set Light Fixtures - L2	15d	04/22/25	05/12/25									
175	MEP Wall/Ceiling Trim - L2	5d	05/06/25	05/12/25									
176	Drop Ceiling Tile - L2	5d	05/13/25	05/19/25									
177	Controls Wiring Pull Wire / Terminate - L2	5d	05/13/25	05/19/25									
178	Fire Alarm Pull Wire / Terminate - L2	5d	05/13/25	05/19/25									
179	Electrical Pull Wire / Terminate - L2	5d	05/13/25	05/19/25									
180	Flooring Carpet - L2	10d	05/20/25	06/03/25									
181	Base Install - L2	3d	06/03/25	06/05/25									
182	Construction Clean - L2	5d	06/06/25	06/12/25									
183	Pre-Punch - L2	5d	06/06/25	06/12/25									
184	Final Clean - L2	5d	06/13/25	06/19/25									
185	Final Punch - L2	5d	06/20/25	06/26/25									
	Level 1	159d	10/21/24	06/26/25									

Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1

Printed: 5/12/2023

*** All Work View

Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1
187	Fire Proofing - L1	10d	10/21/24	11/01/24									☐ Fire Proofing - L1
188	Interior Layout - L1	2d	11/04/24	11/05/24									▮ Interior Layout - L1
189	Set Door Frames - L1	2d	11/06/24	11/07/24									▮ Set Door Frames
190	Frame Priority Walls - L1	5d	11/06/24	11/12/24									▮ Frame Priority Walls
191	Overhead Fire Protection Rough-in - L1	15d	11/06/24	11/26/24									▮ Overhead Fire Protection
192	Priority CMU Walls (Electrical, MDF, Water Entry, Water Heater) - L1	10d	11/08/24	11/21/24									▮ Priority CMU Walls
193	Overhead Mechanical (Duct) Rough-in - L1	15d	11/20/24	12/12/24									▮ Overhead Mechanical
194	Overhead Plumbing Rough-in - L1	7d	11/20/24	12/02/24									▮ Overhead Plumbing
195	Garage CMU	10d	11/22/24	12/09/24									▮ Garage CMU
196	Overhead Mechanical (Hydronic) Rough-in - L1	15d	12/06/24	12/27/24									▮ Overhead Mechanical
197	Install Air Side Equipment (EF, FPBs, Etc) - L1	5d	12/30/24	01/27/25									▮ Install Air Side Equipment
198	Overhead Mechanical / Plumbing Insulate - L1	15d	12/30/24	02/10/25									▮ Overhead Mechanical / Plumbing Insulate
199	Overhead Electrical Rough-in - L1	20d	01/02/25	02/19/25									▮ Overhead Electrical Rough-in
200	Frame Interior Walls - L1	10d	02/11/25	02/24/25									▮ Frame Interior Walls
201	Frame Hard Lids and Soffits - L1	10d	02/11/25	02/24/25									▮ Frame Hard Lids and Soffits
202	Fireplace Install	5d	02/25/25	03/03/25									▮ Fireplace Install
203	Plumbing in Wall Rough - L1	5d	02/25/25	03/03/25									▮ Plumbing in Wall Rough
204	Electrical in Wall Rough - L1	15d	02/25/25	03/17/25									▮ Electrical in Wall Rough
205	Drywall - L1	15d	03/04/25	03/24/25									▮ Drywall
206	Tape And Finish Drywall - L1	15d	03/11/25	03/31/25									▮ Tape And Finish Drywall
207	Prime and 1st Coat - L1	8d	03/25/25	04/03/25									▮ Prime and 1st Coat
208	Interior Storefront Install - L1	5d	03/28/25	04/03/25									▮ Interior Storefront Install
209	Interior Stone Walls - L1	5d	04/01/25	04/07/25									▮ Interior Stone Walls
210	Interior Metal / Steel Tube Walls - L1	5d	04/01/25	04/07/25									▮ Interior Metal / Steel Tube Walls
211	Ceilings Grid - L1	2d	04/04/25	04/07/25									▮ Ceilings Grid
212	Flooring Tile / Stone - L1	10d	04/08/25	04/21/25									▮ Flooring Tile / Stone
213	Mechanical Drop GRDS - L1	5d	04/11/25	04/17/25									▮ Mechanical Drop GRDS
214	Drop Sprinkler Heads - L1	5d	04/16/25	04/22/25									▮ Drop Sprinkler Heads
215	Install Wood Walls and Ceiling - L1	20d	04/22/25	05/19/25									▮ Install Wood Walls and Ceiling
216	Set Plumbing Fixtures - L1	5d	04/22/25	04/28/25									▮ Set Plumbing Fixtures
217	Flooring Wood - L1	15d	04/22/25	05/12/25									▮ Flooring Wood

Line	Name	OD	Start	Finish	2023				2024				2025	
					1	2	3	4	1	2	3	4	1	
218	Electrical Set Light Fixtures - L1	15d	04/29/25	05/19/25										
219	Final Paint - L1	5d	05/13/25	05/19/25										
220	Controls Wiring Pull Wire / Terminate - L1	5d	05/13/25	05/19/25										
221	Fire Alarm Pull Wire / Terminate - L1	5d	05/13/25	05/19/25										
222	Electrical Pull Wire / Terminate - L1	5d	05/13/25	05/19/25										
223	Drop Ceiling Tile - L1	2d	05/20/25	05/21/25										
224	MEP Wall/Ceiling Trim - L1	5d	05/20/25	05/27/25										
225	Doors and Hardware - L1	7d	05/20/25	05/29/25										
226	Specalties and Millwork - L1	12d	05/20/25	06/05/25										
227	Flooring Carpet - L1	5d	05/22/25	05/29/25										
228	Base Install - L1	3d	05/29/25	06/02/25										
229	Construction Clean - L1	5d	06/06/25	06/12/25										
230	Pre-Punch - L1	5d	06/06/25	06/12/25										
231	Final Clean - L1	5d	06/13/25	06/19/25										
232	Final Punch - L1	5d	06/20/25	06/26/25										
	Level 3	182d	11/04/24	08/13/25										
234	Fire Proofing - L3	10d	11/04/24	11/15/24										☐ Fire Proofing - L3
235	Interior Layout - L3	2d	11/18/24	11/19/24										▮ Interior Layout -
236	Set Door Frames at Priority Walls - L3	2d	11/20/24	11/21/24										▮ Set Door Frames
237	Frame Priority Walls - L3	5d	11/20/24	11/26/24										▮ Frame Priority V
238	Overhead Fire Protection Rough-in - L3	15d	11/20/24	12/12/24										▮ Overhead Fire
239	Overhead Mechanical (Duct) Rough-in - L3	15d	12/06/24	12/27/24										▮ Overhead M
240	Overhead Plumbing Rough-in - L3	7d	12/06/24	12/16/24										▮ Overhead Plu
241	Overhead Mechanical (Hydronic) Rough-in - L3	15d	12/20/24	02/03/25										▮ Overhea
242	Overhead Electrical Rough-in - L3	20d	01/28/25	02/24/25										▮ Overh
243	Install Air Side Equipment (EF, FPBs, Etc) - L3	5d	02/04/25	02/10/25										▮ Install A
244	Overhead Mechanical / Plumbing Insulate - L3	15d	02/04/25	02/24/25										▮ Overh
245	Frame Interior Walls - L3	15d	02/25/25	03/17/25										▮ Fra
246	Frame Hard Lids and Soffits - L3	10d	02/25/25	03/10/25										▮ Fran
247	Plumbing in Wall Rough - L3	5d	03/18/25	03/24/25										▮ Plu
248	Electrical in Wall Rough - L3	20d	03/18/25	04/14/25										▮
Line	Name	OD	Start	Finish	2023				2024				2025	

Line	Name	OD	Start	Finish	2023				2024				2025	
					1	2	3	4	1	2	3	4	1	
249	Drywall - L3	15d	04/08/25	04/28/25										
250	Tape And Finish Drywall - L3	15d	04/15/25	05/05/25										
251	Prime and 1st Coat - L3	8d	04/29/25	05/08/25										
252	Install Wood Walls - L3	5d	04/29/25	05/05/25										
253	Interior Storefront Install - L3	10d	05/02/25	05/15/25										
254	Flooring Tile / Stone - L3	5d	05/13/25	05/19/25										
255	Controls Wiring Pull Wire / Terminate - L3	5d	05/13/25	05/19/25										
256	Fire Alarm Pull Wire / Terminate - L3	5d	05/13/25	05/19/25										
257	Electrical Pull Wire / Terminate - L3	5d	05/13/25	05/19/25										
258	Ceilings Grid - L3	10d	05/16/25	05/30/25										
259	Set Plumbing Fixtures - L3	5d	05/20/25	05/27/25										
260	Mechanical Drop GRDS - L3	5d	05/23/25	05/30/25										
261	Drop Sprinkler Heads - L3	5d	06/02/25	06/06/25										
262	Final Paint - L3	10d	06/02/25	06/13/25										
263	Electrical Set Light Fixtures - L3	15d	06/09/25	06/27/25										
264	MEP Wall/Ceiling Trim - L3	5d	06/16/25	06/20/25										
265	Doors and Hardware - L3	10d	06/16/25	06/27/25										
266	Specalties and Millwork - L3	10d	06/16/25	06/27/25										
267	Drop Ceiling Tile - L3	5d	06/30/25	07/07/25										
268	Flooring Carpet - L3	10d	07/08/25	07/21/25										
269	Base Install - L3	3d	07/21/25	07/23/25										
270	Construction Clean - L3	5d	07/24/25	07/30/25										
271	Pre-Punch - L3	5d	07/24/25	07/30/25										
272	Final Clean - L3	5d	07/31/25	08/06/25										
273	Final Punch - L3	5d	08/07/25	08/13/25										
	Level 4	169d	11/18/24	08/08/25										
275	Fire Proofing - L4	10d	11/18/24	12/03/24										<input checked="" type="checkbox"/> Fire Proofing -
276	Interior Layout - L4	2d	12/04/24	12/05/24										<input type="checkbox"/> Interior Layout
277	Set Door Frames at Priority Walls - L4	2d	12/06/24	12/09/24										<input type="checkbox"/> Set Door Fram
278	Frame Priority Walls - L4	3d	12/10/24	12/12/24										<input type="checkbox"/> Frame Priority
279	Overhead Fire Protection Rough-in - L4	15d	12/10/24	12/31/24										<input checked="" type="checkbox"/> Overhead F
Line	Name	OD	Start	Finish	2023				2024				2025	
					1	2	3	4	1	2	3	4	1	

Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1
280	Overhead Mechanical (Duct) Rough-in - L4	15d	12/24/24	02/05/25									Overhead
281	Overhead Plumbing Rough-in - L4	7d	12/24/24	01/03/25									Overhead P
282	Overhead Mechanical (Hydronic) Rough-in - L4	5d	01/30/25	02/05/25									Overhead
283	Install Air Side Equipment (EF, FPBs, Etc) - L4	5d	02/06/25	02/12/25									Install
284	Overhead Mechanical / Plumbing Insulate - L4	15d	02/06/25	02/26/25									Overhead
285	Overhead Electrical Rough-in - L4	15d	02/25/25	03/17/25									Overhead
286	Frame Interior Walls - L4	5d	02/27/25	03/05/25									Frame
287	Frame Hard Lids and Soffits - L4	10d	02/27/25	03/12/25									Frame
288	Plumbing in Wall Rough - L4	10d	03/06/25	03/19/25									Plumbing
289	Electrical in Wall Rough - L4	5d	03/18/25	03/24/25									Electrical
290	Drywall - L4	10d	03/18/25	03/31/25									Drywall
291	Tape And Finish Drywall - L4	10d	03/25/25	04/07/25									
292	Wall Stone - L4	10d	04/01/25	04/14/25									
293	Prime and 1st Coat - L4	5d	04/08/25	04/14/25									
294	Interior 'Wall' Doors - L4	10d	04/08/25	04/21/25									
295	Interior Storefront Install - L4	5d	04/11/25	04/17/25									
296	Kitchen Build-Out - L4	20d	04/15/25	05/12/25									
297	Install Wood Ceiling/Walls - L4	15d	04/22/25	05/12/25									
298	Flooring Tile / Stone - L4	10d	04/22/25	05/05/25									
299	Bar Build-Out - L4	20d	04/22/25	05/19/25									
300	Set Plumbing Fixtures - L4	5d	05/06/25	05/12/25									
301	Controls Wiring Pull Wire / Terminate - L4	5d	05/13/25	05/19/25									
302	Fire Alarm Pull Wire / Terminate - L4	5d	05/13/25	05/19/25									
303	Electrical Pull Wire / Terminate - L4	5d	05/13/25	05/19/25									
304	Ceilings Grid - L4	5d	05/13/25	05/19/25									
305	Mechanical Drop GRDS - L4	5d	05/20/25	05/27/25									
306	Final Paint - L4	5d	05/20/25	05/27/25									
307	Drop Sprinkler Heads - L4	5d	05/28/25	06/03/25									
308	MEP Wall/Ceiling Trim - L4	5d	05/28/25	06/03/25									
309	Doors and Hardware - L4	10d	05/28/25	06/10/25									
310	Specalties and Millwork - L4	12d	05/28/25	06/12/25									

Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1

Printed: 5/12/2023

*** All Work View

Line	Name	OD	Start	Finish	2023				2024				2025	
					1	2	3	4	1	2	3	4	1	
311	Electrical Set Light Fixtures - L4	15d	06/04/25	06/24/25										
312	Drop Ceiling Tile - L4	5d	06/25/25	07/01/25										
313	Flooring Carpet - L4	10d	07/02/25	07/16/25										
314	Base Install - L4	3d	07/16/25	07/18/25										
315	Construction Clean - L4	5d	07/21/25	07/25/25										
316	Pre-Punch - L4	5d	07/21/25	07/25/25										
317	Final Clean - L4	5d	07/28/25	08/01/25										
318	Final Punch - L4	5d	08/04/25	08/08/25										
319	Building Signage	15d	06/16/25	07/07/25										
	Building Exterior	137d	10/07/24	05/12/25										
	West Elevation	99d	10/07/24	03/19/25										
322	West Elevation - Level 1	29d	10/07/24	11/14/24										
323	Exterior Stud Framing - L1 - West	5d	10/07/24	10/11/24										█ Exterior Stud Framing
324	Exterior Sheathing - L1 - West	3d	10/14/24	10/16/24										█ Exterior Sheathing -
325	Fluid Applied Air Barrier - L1 - West	1d	10/17/24	10/17/24										Fluid Applied Air Bar
326	Curtain Wall - L1 - West	10d	10/18/24	10/31/24										█ Curtain Wall - L1 -
327	Pre-Weathered Steel Wall Panel - L1 - West	5d	11/01/24	11/07/24										█ Pre-Weathered St
328	Stone Veneer - L1 - West	5d	11/08/24	11/14/24										█ Stone Veneer - L
329	West Elevation - Level 2	34d	10/14/24	12/02/24										
330	Exterior Stud Framing - L2 - West	5d	10/14/24	10/18/24										█ Exterior Stud Framir
331	Exterior Sheathing - L2 - West	3d	10/21/24	10/23/24										█ Exterior Sheathing -
332	Fluid Applied Air Barrier - L2 - West	1d	10/24/24	10/24/24										Fluid Applied Air Ba
333	Curtain Wall - L2 - West	10d	11/01/24	11/14/24										█ Curtain Wall - L2
334	Pre-Weathered Steel Wall Panel - L2 - West	5d	11/15/24	11/21/24										█ Pre-Weathered S
335	Stone Veneer - L2 - West	5d	11/22/24	12/02/24										█ Stone Veneer -
336	West Elevation - Level 3	49d	10/21/24	12/31/24										
337	Exterior Stud Framing - L3 - West	5d	10/21/24	10/25/24										█ Exterior Stud Frami
338	Exterior Sheathing - L3 - West	3d	10/28/24	10/30/24										█ Exterior Sheathing
339	Fluid Applied Air Barrier - L3 - West	1d	10/31/24	10/31/24										Fluid Applied Air Ba
340	Curtain Wall - L3 - West	5d	11/15/24	11/21/24										█ Curtain Wall - L3
341	Pre-Weathered Steel Wall Panel - L3 - West	5d	11/22/24	12/02/24										█ Pre-Weathered
Line	Name	OD	Start	Finish	1	2	3	4	1	2	3	4	1	
					2023				2024				2025	

Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1
342	Corroguated Metal Wall Panel - L3 - West	5d	12/03/24	12/09/24									Corroguated M
343	Placeholder - Terrace - L3 West	15d	12/10/24	12/31/24									Placeholder
344	West Elevation - Level 4	39d	10/28/24	12/23/24									
345	Exterior Stud Framing - L4 - West	5d	10/28/24	11/01/24									Exterior Stud Fram
346	Exterior Sheathing - L4 - West	3d	11/04/24	11/06/24									Exterior Sheathing
347	Fluid Applied Air Barrier - L4- West	1d	11/07/24	11/07/24									Fluid Applied Air B
348	Curtainwall Glazing System - L4 - West	10d	11/22/24	12/09/24									Curtainwall Gla
349	Corroguated Metal Wall Panel - L4 - West	5d	12/10/24	12/16/24									Corroguated M
350	Pre-Weathered Steel Wall Panel - L4 - West	5d	12/17/24	12/23/24									Pre-Weather
351	Placeholder - Terrace - L4 West	25d	12/24/24	02/19/25									Placeh
352	Soffits, Railings and Sunshades	15d	12/24/24	02/05/25									Soffits,
353	Pre-Punch	10d	02/20/25	03/05/25									Pre-P
354	Owner / Architect Punch	10d	03/06/25	03/19/25									Ow
	North Elevation	45d	10/21/24	12/24/24									
356	Masonry - L1 - North	10d	10/21/24	11/01/24									Masonry - L1 - Nor
357	Masonry - L2 - North	10d	11/04/24	11/15/24									Masonry - L2 - N
358	Masonry - L3 - North	10d	11/18/24	12/03/24									Masonry - L3 -
359	Masonry - L4 - North	10d	12/04/24	12/17/24									Masonry - L4
360	Masonry - L Roof - North	5d	12/18/24	12/24/24									Masonry - L
	East Elevation	69d	10/21/24	02/19/25									
362	East Elevation - Level 1	19d	10/21/24	11/14/24									
363	Exterior Stud Framing - L1 - East	5d	10/21/24	10/25/24									Exterior Stud Frami
364	Exterior Sheathing - L1 - East	3d	10/28/24	10/30/24									Exterior Sheathing
365	Fluid Applied Air Barrier - L1 - East	1d	10/31/24	10/31/24									Fluid Applied Air Ba
366	Pre-Weathered Steel Wall Panel - L1 - East	5d	11/01/24	11/07/24									Pre-Weathered St
367	Stone Veneer - L1 East	5d	11/08/24	11/14/24									Stone Veneer - L
368	Louvers- L1 East	2d	11/08/24	11/11/24									Louvers- L1 East
369	East Elevation - Level 2	19d	10/28/24	11/21/24									
370	Exterior Stud Framing - L2 - East	5d	10/28/24	11/01/24									Exterior Stud Fram
371	Exterior Sheathing - L2 - East	3d	11/04/24	11/06/24									Exterior Sheathing
372	Fluid Applied Air Barrier - L2 - East	1d	11/07/24	11/07/24									Fluid Applied Air B
Line	Name	OD	Start	Finish	2023				2024				2025

Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1
373	Pre-Weathered Steel Wall Panel - L2 - East	5d	11/08/24	11/14/24									Pre-Weathered S
374	Corroguated Metal Wall Panel - L2 - East	5d	11/15/24	11/21/24									Corroguated Me
375	Louvers - L2 - East	5d	11/15/24	11/21/24									Louvers - L2 - Ea
376	East Elevation - Level 3	24d	11/04/24	12/09/24									
377	Exterior Stud Framing - L3 - East	5d	11/04/24	11/08/24									Exterior Stud Fran
378	Exterior Sheathing - L3 - East	3d	11/11/24	11/13/24									Exterior Sheathin
379	Fluid Applied Air Barrier - L3 - East	1d	11/14/24	11/14/24									Fluid Applied Air
380	Curtain Wall - L3 - East	5d	11/15/24	11/21/24									Curtain Wall - L3
381	Pre-Weathered Steel Wall Panel - L3 - East	5d	11/22/24	12/02/24									Pre-Weathered
382	Corroguated Metal Wall Panel - L3 - East	5d	12/03/24	12/09/24									Corroguated M
383	East Elevation - Level 4	14d	11/11/24	12/02/24									
384	Exterior Stud Framing - L4 - East	5d	11/11/24	11/15/24									Exterior Stud Fra
385	Exterior Sheathing - L4 - East	3d	11/18/24	11/20/24									Exterior Sheathin
386	Fluid Applied Air Barrier - L4 - East	1d	11/21/24	11/21/24									Fluid Applied Air
387	Pre-Weathered Steel Wall Panel - L4 - East	5d	11/22/24	12/02/24									Pre-Weathered
388	Corroguated Metal Wall Panel - L4 - East	5d	11/22/24	12/02/24									Corroguated M
389	Curtainwall Glazing System - East	10d	11/22/24	12/09/24									Curtainwall Gla
390	Soffits, Railings and Sunshades	15d	12/10/24	12/31/24									Soffits, Raili
391	Pre-Punch	10d	01/02/25	02/05/25									Pre-Pun
392	Owner / Architect Punch	10d	02/06/25	02/19/25									Owner
	South Elevation	107d	11/18/24	05/12/25									
394	South Elevation - Level 1	37d	11/18/24	02/03/25									
395	Exterior Stud Framing - L1 - South	10d	11/18/24	12/03/24									Exterior Stud F
396	Exterior Sheathing - L1 - South	5d	12/04/24	12/10/24									Exterior Sheat
397	Fluid Applied Air Barrier - L1 - South	2d	12/11/24	12/12/24									Fluid Applied A
398	Curtain Wall - L1 - South	10d	12/13/24	12/27/24									Curtain Wall
399	Pre-Weathered Steel Wall Panel - L1 - South	5d	12/30/24	01/27/25									Pre-Weat
400	Stone Veneer - L1 - South	5d	01/28/25	02/03/25									Stone V
401	South Elevation - Level 2	42d	12/04/24	02/24/25									
402	Exterior Stud Framing - L2 - South	5d	12/04/24	12/10/24									Exterior Stud F
403	Exterior Sheathing - L2 - South	5d	12/11/24	12/17/24									Exterior Shea
Line	Name	OD	Start	Finish	2023				2024				2025

Printed: 5/12/2023

*** All Work View

Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1
404	Fluid Applied Air Barrier - L2 - South	2d	12/18/24	12/19/24									Fluid Applied
405	Curtain Wall - L2 - South	10d	12/30/24	02/03/25									Curtain
406	Pre-Weathered Steel Wall Panel - L2 - South	5d	02/04/25	02/10/25									Pre-We
407	Corroguated Metal Wall Panel - L2 - South	10d	02/11/25	02/24/25									Corro
408	South Elevation - Level 3	32d	12/11/24	02/17/25									
409	Exterior Stud Framing - L3 - South	5d	12/11/24	12/17/24									Exterior Stud
410	Exterior Sheathing - L3 - South	5d	12/18/24	12/24/24									Exterior Shee
411	Fluid Applied Air Barrier - L3 - South	2d	12/26/24	12/27/24									Fluid Applied
412	Curtain Wall - L3 - South	5d	12/30/24	01/27/25									Curtain V
413	Pre-Weathered Steel Wall Panel - L3 - South	5d	01/28/25	02/03/25									Pre-Wea
414	Corroguated Metal Wall Panel - L3 - South	10d	02/04/25	02/17/25									Corrog
415	South Elevation - Level 4	42d	12/18/24	03/10/25									
416	Exterior Stud Framing - L4 - South	5d	12/18/24	12/24/24									Exterior Stud
417	Exterior Sheathing - L4 - South	5d	12/26/24	01/02/25									Exterior Shee
418	Fluid Applied Air Barrier - L4 - South	1d	01/03/25	01/03/25									Fluid Applie
419	Curtainwall Glazing System - South	10d	02/04/25	02/17/25									Curtain
420	Pre-Weathered Steel Wall Panel - L4 - South	5d	02/18/25	02/24/25									Pre-W
421	Corroguated Metal Wall Panel - L4 - South	10d	02/25/25	03/10/25									Corr
422	Soffits, Railings and Sunshades	25d	03/11/25	04/14/25									
423	Pre-Punch	10d	04/15/25	04/28/25									
424	Owner / Architect Punch	10d	04/29/25	05/12/25									
	Roof Level	55d	12/04/24	03/13/25									
426	Masonry @ Chimney	10d	12/04/24	12/17/24									Masonry @ C
427	Roof Decking and Weatherproof Membrane	20d	12/04/24	01/02/25									Roof Deckin
428	Corrugated Weathered Steel Roofing	30d	12/18/24	02/20/25									Corrug
429	Skylight	15d	02/21/25	03/13/25									Sky
	Building Systems	192d	10/21/24	08/13/25									
	Mechanical and Plumbing Systems Buildout	50d	10/21/24	01/02/25									
432	Set / Wire Level AHU 1-01 / 1-02	15d	10/21/24	11/08/24									Set / Wire Level A
433	Set / Wire Level AHU 2-01	15d	11/11/24	12/03/24									Set / Wire Leve
434	Water Heater Room Buildout	10d	11/22/24	12/09/24									Water Heater
Line	Name	OD	Start	Finish	2023				2024				2025

Line	Name	OD	Start	Finish	2023				2024				2025		
					1	2	3	4	1	2	3	4	1		
435	Set / Wire Level AHU 5-01 / 5-02 / 5-03 / 5-04 / 5-05 / 5-06	20d	12/04/24	01/02/25											Set / Wire L
436	Water Entry Room Buidout	10d	12/10/24	12/23/24											Water Entry
	Vertical Transportation	120d	12/04/24	06/13/25											
438	Elevator 3 & 4 Top of Shaft Work / Temp Roof	15d	12/04/24	12/24/24											Elevator 3 &
439	Elevator 4 - Service	50d	01/03/25	04/03/25											
440	Mobilize - Elevator 4 - Service	5d	01/03/25	01/30/25											Mobilize
441	Pit Equipment, Car Slng - Elevator 4 -- Service	5d	01/31/25	02/06/25											Pit Equi
442	Install Rails - Elevator 4 - Service	5d	02/07/25	02/13/25											Install
443	Machine / Controller / Belts - Elevator 4 - Service	5d	02/14/25	02/20/25											Machi
444	Set Sills and Fronts - Elevator 4 - Service	5d	02/21/25	02/27/25											Set S
445	Hoistway Equipment - Elevator 4 - Service	5d	02/28/25	03/06/25											Hois
446	Build Cab and Platform - Elevator 4 - Service	5d	03/07/25	03/13/25											Build
447	Pipe and Wire - Elevator 4 - Service	5d	03/14/25	03/20/25											Pip
448	Cab Interiors - Elevator 4 - Service	5d	03/21/25	03/27/25											Ca
449	Finishes Adjustments and Testing - Elevator 4 - Service	5d	03/28/25	04/03/25											
450	Elevator 3	50d	01/03/25	04/03/25											
451	Mobilize - Elevator 3	5d	01/03/25	01/30/25											Mobilize
452	Pit Equipment, Car Slng - Elevator 3	5d	01/31/25	02/06/25											Pit Equi
453	Install Rails - Elevator 3	5d	02/07/25	02/13/25											Install
454	Machine / Controller / Belts - Elevator 3	5d	02/14/25	02/20/25											Machi
455	Set Sills and Fronts - Elevator 3	5d	02/21/25	02/27/25											Set S
456	Hoistway Equipment - Elevator 3	5d	02/28/25	03/06/25											Hois
457	Build Cab and Platform - Elevator 3	5d	03/07/25	03/13/25											Build
458	Pipe and Wire - Elevator 3	5d	03/14/25	03/20/25											Pip
459	Cab Interiors - Elevator 3	5d	03/21/25	03/27/25											Ca
460	Finishes Adjustments and Testing - Elevator 3	5d	03/28/25	04/03/25											
461	Elevator #2	50d	04/04/25	06/13/25											
462	Mobilize - Elevator 2	5d	04/04/25	04/10/25											
463	Pit Equipment, Car Slng - Elevator 2	5d	04/11/25	04/17/25											
464	Install Rails - Elevator 2	5d	04/18/25	04/24/25											
465	Machine / Controller / Belts - Elevator 2	5d	04/25/25	05/01/25											
Line	Name	OD	Start	Finish	2023				2024				2025		

Line	Name	OD	Start	Finish	2023				2024				2025	
					1	2	3	4	1	2	3	4	1	
466	Set Sills and Fronts - Elevator 2	5d	05/02/25	05/08/25										
467	Hoistway Equipment - Elevator 2	5d	05/09/25	05/15/25										
468	Build Cab and Platform - Elevator 2	5d	05/16/25	05/22/25										
469	Pipe and Wire - Elevator 2	5d	05/23/25	05/30/25										
470	Cab Interiors - Elevator 2	5d	06/02/25	06/06/25										
471	Finishes Adjustments and Testing - Elevator #2	5d	06/09/25	06/13/25										
472	Elevator #1	50d	04/04/25	06/13/25										
473	Mobilize - Elevator 1	5d	04/04/25	04/10/25										
474	Pit Equipment, Car Sling - Elevator 1	5d	04/11/25	04/17/25										
475	Install Rails - Elevator 1	5d	04/18/25	04/24/25										
476	Machine / Controller / Belts - Elevator 1	5d	04/25/25	05/01/25										
477	Set Sills and Fronts - Elevator 1	5d	05/02/25	05/08/25										
478	Hoistway Equipment - Elevator 1	5d	05/09/25	05/15/25										
479	Build Cab and Platform - Elevator 1	5d	05/16/25	05/22/25										
480	Pipe and Wire - Elevator 1	5d	05/23/25	05/30/25										
481	Cab Interiors - Elevator 1	5d	06/02/25	06/06/25										
482	Finishes Adjustments and Testing - Elevator #1	5d	06/09/25	06/13/25										
	Electrical	107d	03/14/25	08/13/25										
484	Set Main Electrical Gear	5d	03/14/25	03/20/25										█ Set
485	Electrical Distribution Panels & Conduit - Levels 1-4	40d	03/21/25	05/15/25										█
486	Set Gear in Electrical Yard	1d	05/16/25	05/16/25										
487	Piping to all Building Systems	20d	05/19/25	06/16/25										
488	Test Main Gear and Yard Gear (3rd party testing)	3d	06/17/25	06/19/25										
489	Pull Wire/Test from Electrical Yard to Main Electrical Room	4d	06/20/25	06/25/25										
490	Re routing of temp power	3d	06/26/25	06/30/25										
491	All Electrical Rooms Built 1-4 and Secure	0d	07/01/25	07/01/25										
492	Ready for Permanent Power	0d	07/01/25	07/01/25										
493	Fire Alarm Pretest	20d	07/17/25	08/13/25										
	MDF Buildout	35d	03/14/25	05/02/25										
495	MDF / IDF Room Construction Built 1-4 and Secure	10d	03/14/25	03/27/25										█ MI
496	Split System Cooling @ MDF/IDF Rooms	5d	03/28/25	04/03/25										█
Line	Name	OD	Start	Finish	2023				2024				2025	

Line	Name	OD	Start	Finish	2023				2024				2025	
					1	2	3	4	1	2	3	4	1	
497	Install Rough of Backbone System	20d	04/04/25	05/01/25										
498	Internet and Phone Connectivity	0d	05/02/25	05/02/25										
	TASK POOL CCD - County & Denver Fire Inspections	218d	12/04/24	11/03/25										
	City & County of Denver Final Inspections	218d	12/04/24	11/03/25										
501	3rd Party Signoff on Structure, Fireproofing, etc - FI	5d	12/04/24	12/10/24										
502	Roof Manufactures Warranty Letter - FI	2d	02/21/25	02/24/25										
503	Roofing Final - FI	5d	02/25/25	03/03/25										
504	Bulk Plane Survey - FI	5d	03/14/25	03/20/25										
505	Zoning Final - FI	5d	03/21/25	03/27/25										
506	Ansul System Inspection (Plumbing) - FI	5d	05/20/25	05/27/25										
507	Video New Sanitary Tie-ins - FI	5d	06/11/25	06/17/25										
508	As-Builts for All Utilites Surveyed - FI	5d	06/11/25	06/17/25										
509	Construction Engineering Final (ROW) - FI	5d	06/11/25	06/17/25										
510	Video Existing Main - FI	5d	06/18/25	06/24/25										
511	SUDP Permit Requirements Complete - FI	0d	06/25/25	06/25/25										
512	Wastewater Final - FI	5d	06/25/25	07/01/25										
513	Electrical Final - FI	5d	06/30/25	07/07/25										
514	Test and Balance Report - FI	5d	08/05/25	08/11/25										
515	Finishes Inspection of Kitchen - FI	5d	08/07/25	08/13/25										
516	Commissioning Report - FI	5d	08/12/25	08/18/25										
517	Plumbing Final - FI	5d	08/12/25	08/18/25										
518	Health Final - FI	15d	08/14/25	09/04/25										
519	Mechanical Final - FI	5d	08/19/25	08/25/25										
520	Access Control Final - FI	5d	08/21/25	08/27/25										
521	Building Final - FI	5d	09/16/25	09/22/25										
522	Final Punchlist	14d	10/14/25	10/31/25										
523	TCO	0d	11/03/25	11/03/25										
	Denver Fire Finals	114d	04/04/25	09/15/25										
525	Elevator Final - Elev 4 (3rd Party)	10d	04/04/25	04/17/25										
526	Elevator Final - Elev 3 (3rd Party)	10d	04/04/25	04/17/25										
527	Fire Sprinkler Final Inspection	5d	05/28/25	06/03/25										

Line	Name	OD	Start	Finish	2023				2024				2025
					1	2	3	4	1	2	3	4	1
528	Fire Alarm Final - Electrical Rough	5d	05/28/25	06/03/25									
529	Exit Signs Complete	5d	06/04/25	06/10/25									
530	Fire Extinguisher Installed	5d	06/13/25	06/19/25									
531	Knox Box Installed	5d	06/13/25	06/19/25									
532	Elevator Final - Elev 1 (3rd Party)	10d	06/16/25	06/27/25									
533	Elevator Final - Elev 2 (3rd Party)	10d	06/16/25	06/27/25									
534	Egress Complete & Unobstructed	5d	06/18/25	06/24/25									
535	Building at Final Clean Condition	0d	08/06/25	08/06/25									
536	PRV Inspection	5d	08/07/25	08/13/25									
537	Refrigerant Monitoring	5d	08/14/25	08/20/25									
538	Fire Alarm Commissioning (During System Pretest)	5d	08/14/25	08/20/25									
539	Fire Alarm System Pretest	5d	08/14/25	08/20/25									
540	Fire Alarm Notification	5d	08/21/25	08/27/25									
541	RAT/AOR Phone Inspection	5d	08/21/25	08/27/25									
542	Elevator Final (DFD)	5d	08/21/25	08/27/25									
543	BDA/RES Inspection	2d	08/28/25	08/29/25									
544	Take Elevator Final Paper work to Conveyance Depart for C/O	2d	08/28/25	08/29/25									
545	Fire Alarm Final	5d	09/02/25	09/08/25									
546	Life Safety Final Inspection	5d	09/09/25	09/15/25									
547	Commissioning / T&B	30d	06/23/25	08/04/25									
548	Weather Days - 15	15d	09/23/25	10/13/25									
549	FF&E Buildout / Owner Move-in	80d	11/03/25	02/25/26									

Line	Name	OD	Start	Finish	1	2	3	4	1	2	3	4	1
					2023				2024				2025

Line	Name	OD	Start	Finish	2023				2024				2025	
					1	2	3	4	1	2	3	4	1	

Line	Name	OD	Start	Finish	1	2	3	4	1	2	3	4	1
					2023				2024				2025

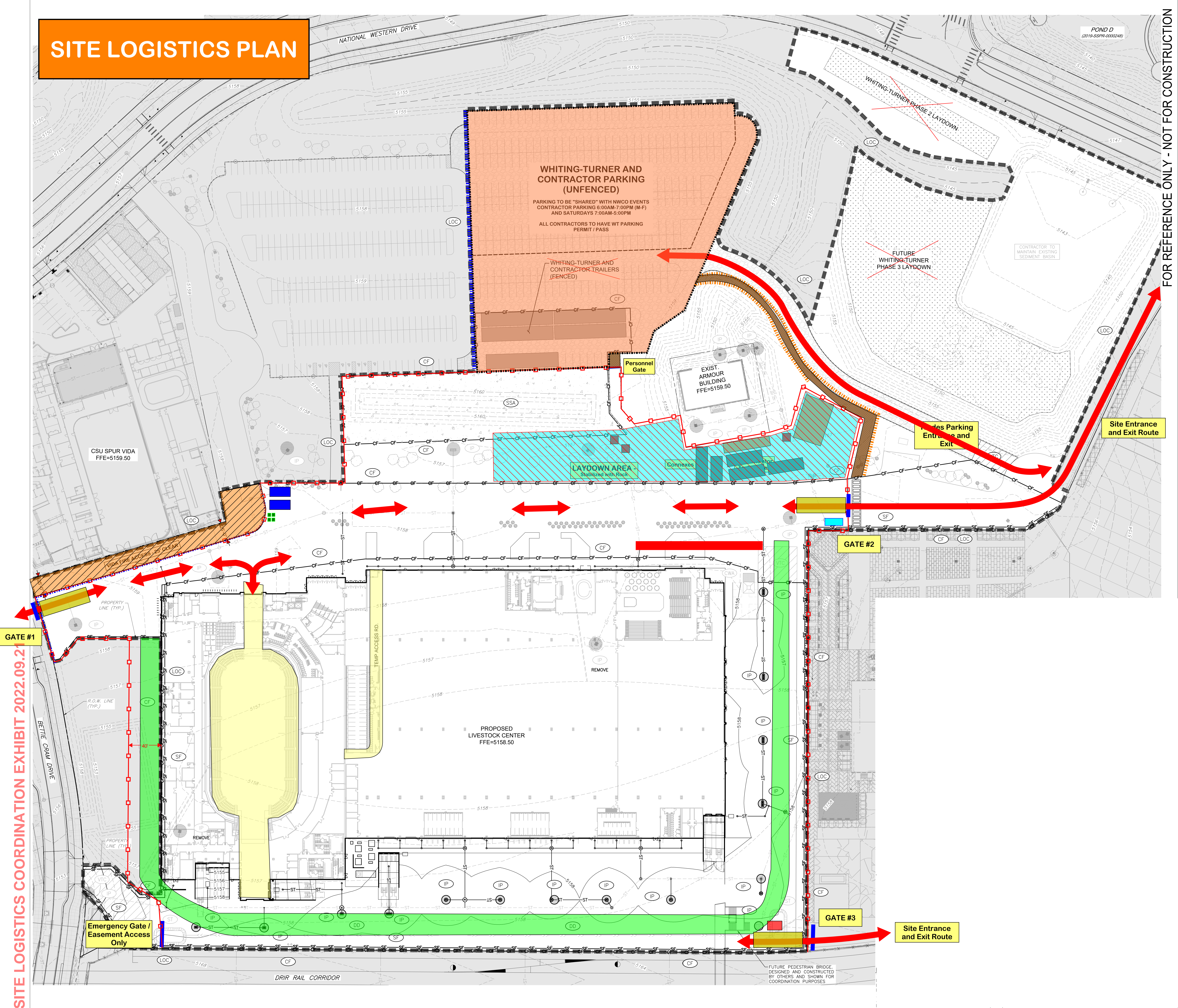
Proposal, Subcontractor

Design	Permitting	Estimating	Livestock Team	y_Impact	SCI	Earthwork
Concrete	Mason / Bricklayer	Structural Steel	Electrician	Mass Timber	Mechanical	Fire Proofing
Doors, Frames, Hardware	Drywall - Frame/Hang	Fire Sprinkler	Plumbing	Wood Cellings	Drywall	Paint
Flooring	Glazing	Ceiling Grid & Tile	Millwork	MEP Trim	Fire Alarm	Fire Alarm
Cleaners	AMD	Mason / Bricklayer - INTERIOR	Signage	Exterior Framing & Sheathing & AVB	Fire Alarm	Fire Alarm
Steel Wall Panels	Roofing	Elevator	Telecom	City of Denver Inspection	Fire Alarm	Fire Alarm
Site Utilities	Milestone	DFD	Commissioning		3rd Party Inspection	3rd Party Inspection

Milestone Appearances

Diamond

SITE LOGISTICS PLAN



FOR REFERENCE ONLY - NOT FOR CONSTRUCTION

SITE LOGISTICS COORDINATION EXHIBIT 2022.09.2

POPULOUS

Architecture - Interior Design - Landscape Design
Brand Activation - Wayfinding - Product Design
Event - Urban Design - Populous Design Build

1630 Stout Street
Denver, CO 80202
(303) 382-2780

Associate Architect
AEC Group, Inc.
12000 W. Colfax Ave, Suite C-105
Lafayette, CO 80115
(303) 531-4990

Civil - Structural
Martin Martin
12499 W. Colfax Ave
Lafayette, CO 80115
(303) 418-6100

MEP
ME Engineers
14143 Denver West Parkway, Suite 300
Golden, CO 80401
(303) 421-6555

KLOK Group
1407 Washington Ave
Golden, CO 80401
(720) 399-2411

Landscape
Dig Studio
1521 15th St
Denver, CO 80202
(720) 358-1988

Fire Protection
Veritas Fire Engineering, Inc.
12384 West Alameda Parkway, Suite 135
Lafayette, CO 80129
(303) 985-3300

Food Services
Young Canvas
8835 East Yale Avenue, Suite 1320
Denver, CO 80231
(303) 449-1600

MARTIN/MARTIN
CONSULTING ENGINEERS
12499 WEST COLFAX AVENUE
LAFAYETTE, COLORADO 80115
303.433.6100
MARTINMARTIN.COM

REVISIONS	
NO.	DESCRIPTION

B	C	D	E
A	H	G	F

PROJECT NAME
NW LIVESTOCK CENTER

4827 PARKING HOUSE RD.
DENVER, CO 80216

ISSUED NAME
95% DESIGN DEVELOPMENT - UPDATED SET

ISSUED DATE
08/19/2022

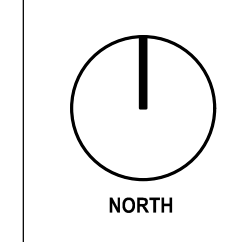
ISSUED BY
POPULOUS

PROJECT NUMBER
20.5072

PAPER SIZE
E

DATE/TITLE
INTERIM EROSION CONTROL PLAN

SHEET NUMBER
C2-13 & C2-14





WSSA Legacy Building Site Logistics Plan

September 1, 2023



WSSA Legacy Building: Site Logistics
Trucking Routes, Parking, and Staging Area

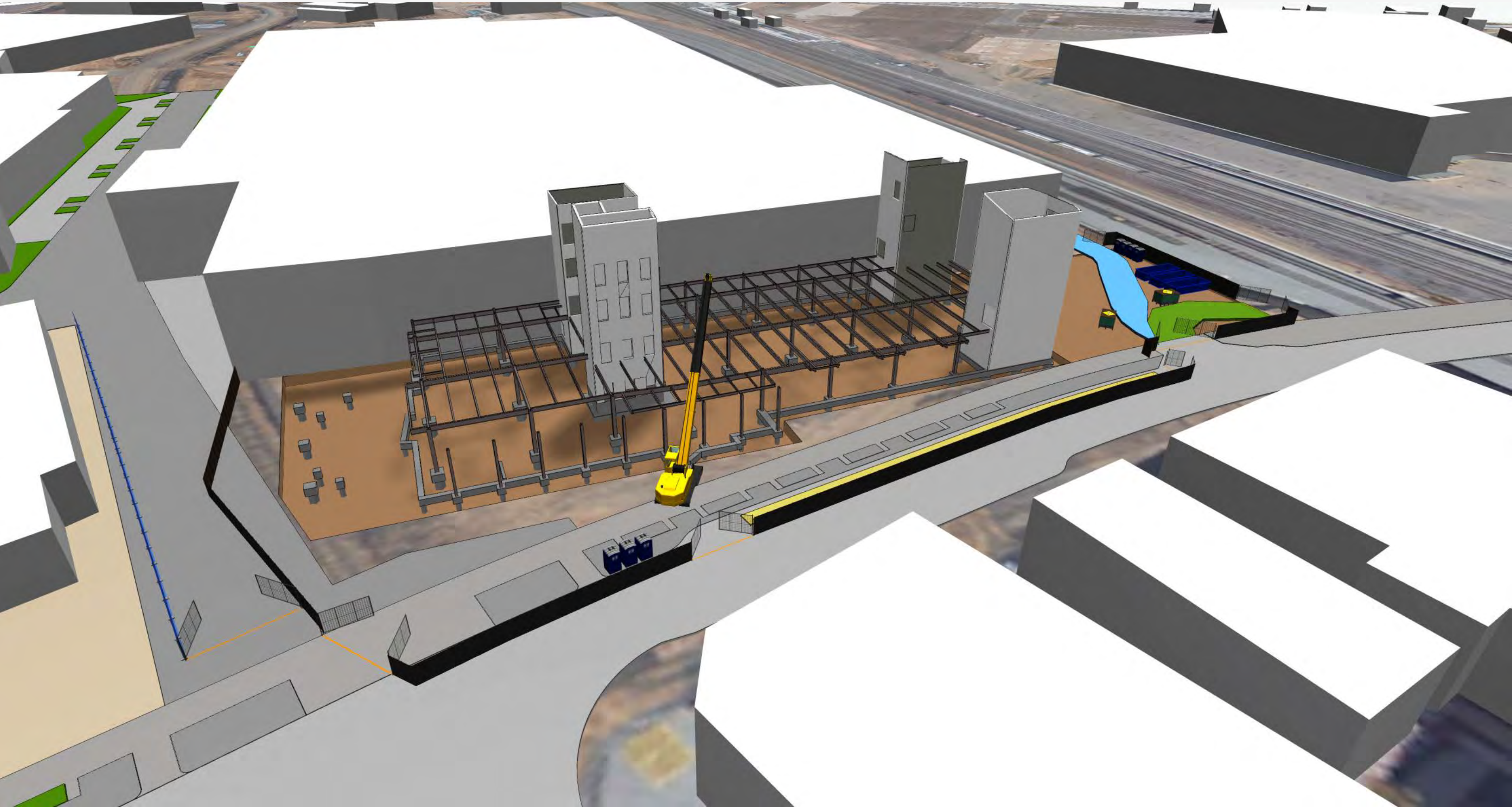


WSSA Legacy Building: Livestock/Legacy Entrance Logistics

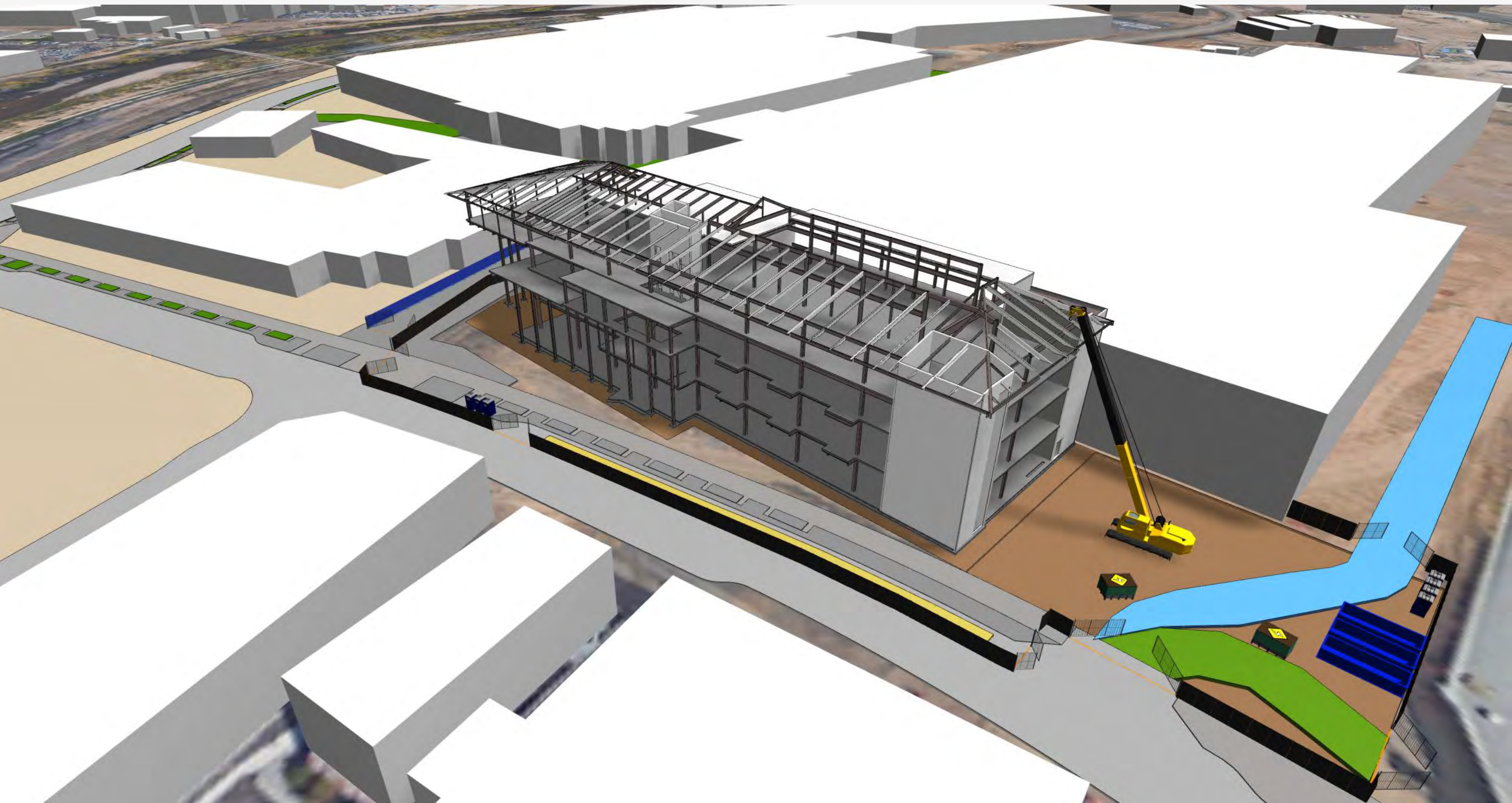
Exhibit 10 to Legacy Building Agreement (FINAN-202370213)



WSSA Legacy Building: Foundation/Site Work
Exhibit 10 to Legacy Building Agreement (FINAN-202370213)



WSSA Legacy Building: Steel Erection
Exhibit 10 to Legacy Building Agreement (FINAN-202370213)





WSSA Legacy Building: Exterior Facade Work

Exhibit 10 to Legacy Building Agreement (FINAN-202370213)



Legacy Livestock Adjacent Elements and Responsibilities

Revised 09/12/2023
Exhibit

LVC-Livestock Center
LEG-Legacy
NWCA-NWC Authority

Item	Element Description	Document Responsibility	Construction Responsibility	Maintenance Responsibility	Comments
1	Expansion Joint Assembly including exterior walls and roof and interior walls, floor and ceiling.	LVC	LVC	NWCA	Legacy to install any expansion joints at interior finishes at overlook walls and ceiling.
2	Interior doors at openings, access control, code required signage, structural framing, intrusion detection (Livestock Center)	LVC	LVC	NWCA	
3	Interior Fire Doors at Openings, intrusion detection and access control (Legacy)	LEG	LEG	WSSA	
4	Expansion Joint Thresholds	LVC	LVC	NWCA	Metal grooved at Concourse and Event Level
5	Legacy Club Extension Threshold	LEG	LEG	WSSA	
6	Gutters and Drainage (Each building responsible for its own drainage)	NA	NA	NA	Each building is doing their own gutters and drainage. No shared drainage.
7	Fire Alarm System Fire Command center is located in Livestock Center.				Notification from single address and devise is critical per Administrative Modification. Refer to Party Wall Exhibits for demarcation of responsibility
7A	Fire Alarm System. Inside Livestock	LVC	LVC	NWCA	
7B	Fire Alarm System and Elevator recall. Inside Legacy	LEG	LEG	WSSA	LEG to provide connection to control room and panel.
8	Fire Alarm and elevator recall conduit and chase-interface between the 2 systems	LEG	LEG	NWCA	1 circuit. Legacy to provide conduit and wire from Livestock fire alarm panel to Legacy. Legacy to extend conduit to Legacy panel. Wiring from Legacy to Livestock by Legacy. Termination at Livestock panel by LVC in coordination with Legacy.
8A	Programming of Fire Alarm Panels (Livestock)	LVC	LVC	NWCA	
8B	Programming of Fire Alarm Panels (Legacy)	LEG	LEG	WSSA	
9	Legacy Club Extension-Outside face of walls, soffit, roof, structure, steel decking, floor and ceiling insulation, glazing and exterior fire sprinkler, 1 hour wall and expansion joint.	LVC	LVC	NWCA	Design of Legacy Club Extension exterior materials by Livestock design team.
10	Legacy Club Extension-All Interior finishes including additional framing, floor and wall finishes, ceilings, lighting, electrical, HVAC systems, sprinklers, exit signage, mechanical shades and floor expansion joint finish or threshold.	LEG	LEG	WSSA	Baseline Livestock Center LVC provided shell interiors are unfinished rated gyp. board partitions, concrete broom finish floor, exposed metal roof deck and steel trusses at roof, fireproofed primary structural steel trusses at roof, fireproofed primary structural steel columns, LVC side glazing sprinkler system, rated expansion joint and white cover, trip lighting, glazing with shade control conduit rough in.

Legacy Livestock Adjacent Elements and Responsibilities

Revised 09/12/2023
Exhibit

LVC-Livestock Center
LEG-Legacy
NWCA-NWC Authority

Item	Element Description	Document Responsibility	Construction Responsibility	Maintenance Responsibility	Comments
11	Energy Partner MEP at Livestock: Main feeder, chillers, piping, wall penetrations, controls, valves, Legacy panel, meters, etc.-everything associated with the energy partner system within the Arena envelope, including commissioning of Livestock Center	LVC	LVC	NWCA	Refer to Party Wall Exhibits C for demarcation of responsibility
11A	Energy Partner-Legacy to provide isolation valves within Legacy Building	LEG	LEG	WSSA	
12	Energy Partner MEP at Legacy: everything associated with the energy partner system within the Legacy envelope including commissioning	LEG	LEG	WSSA	From isolation valves to Legacy. Refer to Party Wall Exhibits C
13	Legacy Club Extension window washing	NA	NA	WSSA	Window Washing to be done by lift. Legacy to coordinate with Authority to determine frequency of cleaning and maintenance responsibilities.
14	Legacy Terrace drains under plaza	LEG	LEG	WSSA	LEG coordinate timing of installation with Plaza construction
15	Legacy Terrace power/AV pedestal in one of the planters to support events under terrace (potential; not final). Power fed from Legacy panel.	LEG	LEG	WSSA	Conduit, wiring, pedestal by WSSA. Coordinate location with Plaza planting. Coord use w/NWCA per Operations Agreement
16	Donor Signage - exterior & interior large:				Per Donor Signage Exhibits and Sign Schedule; Design via Populous contract direct to WSSA
16A	Letters and panels, raceway	WSSA	WSSA	NWCA	Design detailing and engineering by WSSA sign contractor
16B	In-wall structural support	LVC	LVC	NWCA	WSSA sign contractor to provide weights and coordinate points of connection
16C	Power (conduit, wiring, connection to lighting control system)	LVC	LVC	NWCA	Need to coord LVC electrical shop drawings for location of j-boxes w/WSSA Sign Company detailing drawings; WSSA to provide power loads to NWCO
16D	Foundation for 3-sided pylon	WSSA	WSSA	NWCA	Location identified in Plaza construction documents.
16E	Power (conduit, wiring, connection to lighting controls) for 3-sided pylon	LVC	LVC	NWCA	Will need to field-coordinate exact location of conduit & direction of sweep betw LVC E.C. and WSSA Sign Contractor (sim to SYEC)
17	Donor Signage - smaller interior plaques, signs, wall lettering, Women in Ag display	WSSA	WSSA	NWCA	Per WSSA Sign Schedule; future design TBD. Location to be coordinated with overall LVC code-required signs, space for rotating sponsorship & event signage, digital display panels, etc.

Legacy Livestock Adjacent Elements and Responsibilities

Revised 09/12/2023
Exhibit

LVC-Livestock Center
LEG-Legacy
NWCA-NWC Authority

Item	Element Description	Document Responsibility	Construction Responsibility	Maintenance Responsibility	Comments
18	Plaza - Chamber Flagpoles (set of 3) with plaque	WSSA	WSSA	NWCA	Flagpole location identified in Plaza construction documents. Need to coordinate installation of footing & pole w/plaza schedule Location per exterior signage Concept Design package.
19	Plaza Flagpoles-Site Power	LVC	LVC	NWCA	LVC to provide power and j-box to base of flagpoles for permanent power install by WSSA
20	Plaza Flagpoles - permanent lighting	WSSA	WSSA	NWCA	On the pole
21	Plaza - Colorado AG Map	WSSA	WSSA	NWCA	WSSA to coordinate installation of footings and support structure w/plaza amd Livestock Center schedule. Location per exterior signage Exhibits.
22	Plaza - Colorado AG Map - power & data at outside of building	LVC	LVC	NWCA	

LEGACY & LIVESTOCK NW ENTRANCE PLAN

6.16.23

Produced by WT through a series of coordination meetings with NWCO, WT, Saunders, WSSA, and other representatives.

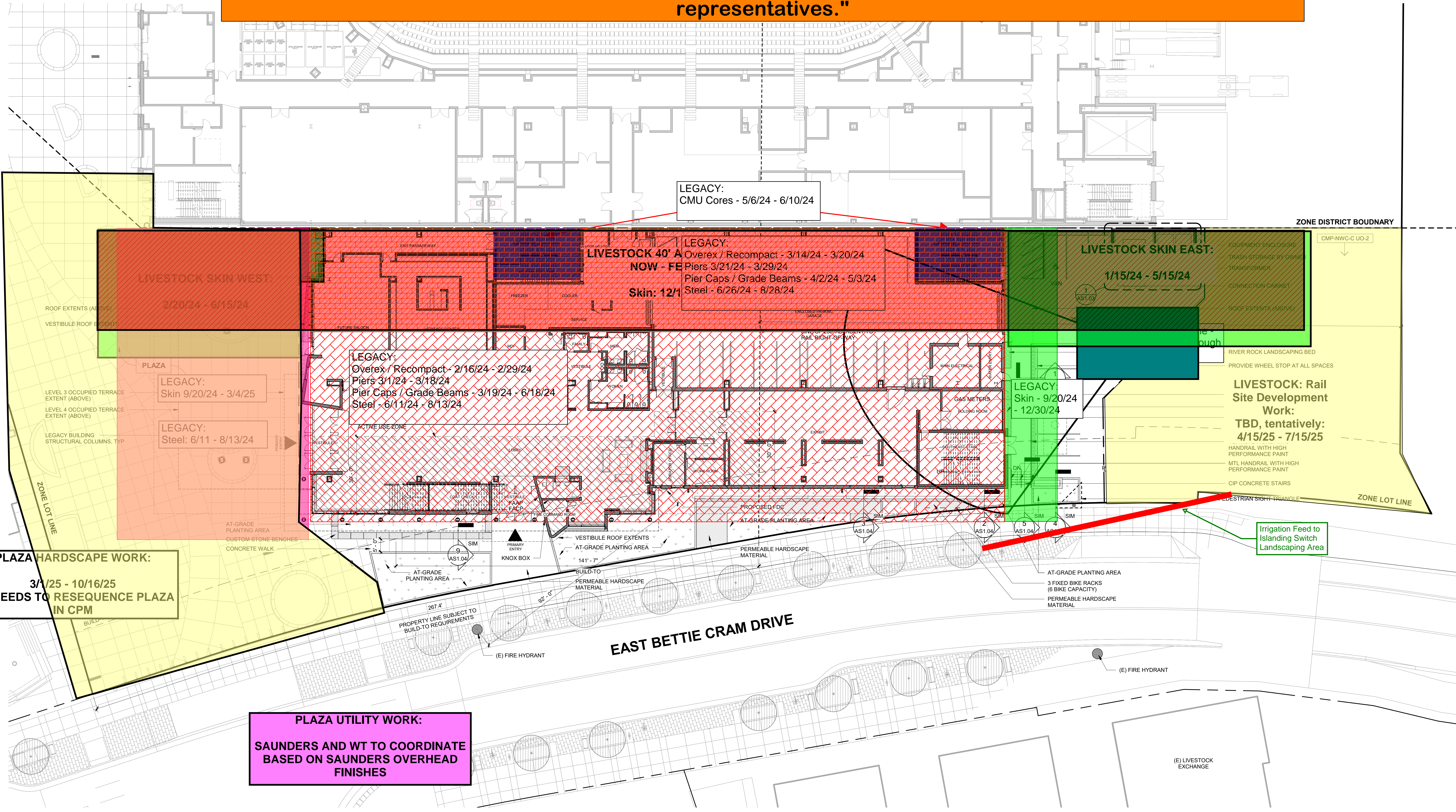


LEGACY & LIVESTOCK COORDINATION PLAN

LEGACY & LIVESTOCK COMBINED SCHEDULE

6.16.23

"Produced by WT through a series of coordination meetings with NWCO, WT, Saunders, WSSA, and other representatives."



PLAZA HARDSCAPE WORK:
3/1/25 - 10/16/25
WT NEEDS TO RESEQUENCE PLAZA IN CPM

PLAZA UTILITY WORK:
SAUNDERS AND WT TO COORDINATE BASED ON SAUNDERS OVERHEAD FINISHES

LEGACY:
CMU Cores - 5/6/24 - 6/10/24

LIVESTOCK 40' A
LEGACY:
Overex / Recompact - 3/14/24 - 3/20/24
NOW - FE Piers 3/21/24 - 3/29/24
Pier Caps / Grade Beams - 4/2/24 - 5/3/24
Skin: 12/1

LIVESTOCK SKIN EAST:
1/15/24 - 5/15/24

LEGACY:
Overex / Recompact - 2/16/24 - 2/29/24
Piers 3/1/24 - 3/18/24
Pier Caps / Grade Beams - 3/19/24 - 6/18/24
Steel - 6/11/24 - 8/13/24

LEGACY:
Skin - 9/20/24 - 12/30/24

LIVESTOCK: Rail Site Development Work:
TBD, tentatively:
4/15/25 - 7/15/25

Irrigation Feed to Islanding Switch Landscaping Area

1 ARCHITECTURAL SITE PLAN
1/16" = 1'-0"

PLAN LEGEND	
---	PROPERTY LINE

WSSA LEGACY BUILDING
4800 PACKING HOUSE ROAD
DENVER, COLORADO 80203

TRYBA ARCHITECTS
1620 Logan Street
Denver Colorado 80203
303-831-4010

STAMP:

ISSUE		
NO.	DATE	DESCRIPTION
03/26/2020	70% SCHEMATIC DESIGN	
04/23/2020	SCHEMATIC DESIGN	
10/13/2022	DESIGN DEVELOPMENT	
01/12/2023	75% CONSTRUCTION DOCUMENTS	
04/20/2023	CONSTRUCTION DOCUMENTS	

PROJECT NO. 1813
DATE: APRIL 20, 2023
WSSA LEGACY BUILDING

AS1.01

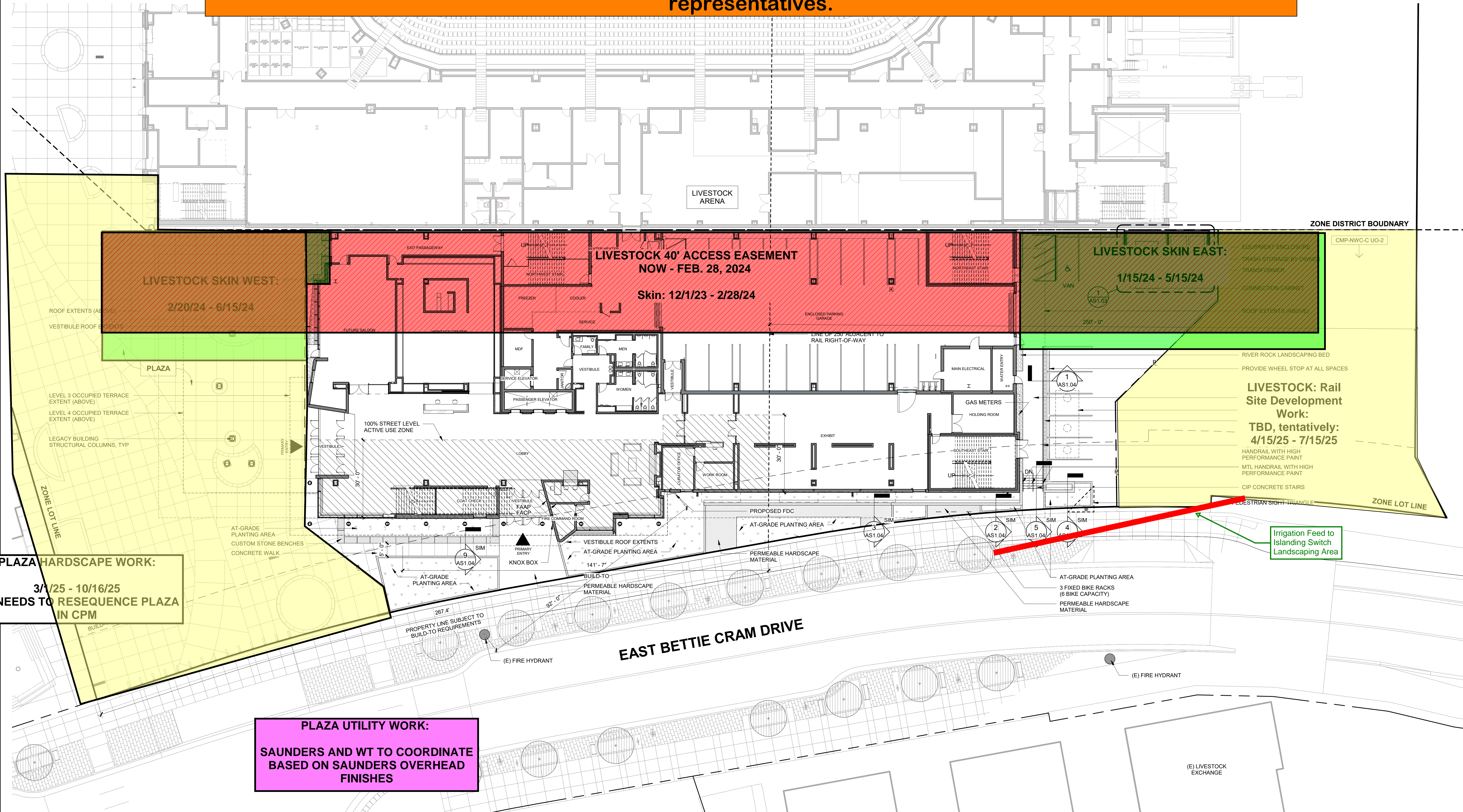
DRAWING TITLE:
ARCHITECTURAL SITE PLAN

LEGACY & LIVESTOCK COORDINATION PLAN

LIVESTOCK SCHEDULE

6.16.23

Produced by WT through a series of coordination meetings with NWCO, WT, Saunders, WSSA, and other representatives.



PLAZA HARDSCAPE WORK:
3/1/25 - 10/16/25
WT NEEDS TO RESEQUENCE PLAZA IN CPM

PLAZA UTILITY WORK:
SAUNDERS AND WT TO COORDINATE BASED ON SAUNDERS OVERHEAD FINISHES

WSSA LEGACY BUILDING
4800 PACKING HOUSE ROAD
DENVER, COLORADO 80203

TRYBA ARCHITECTS
1620 Logan Street
Denver Colorado 80203
303-831-4010

STAMP:

ISSUE

NO.	DATE	DESCRIPTION
03/26/2020	70% SCHEMATIC DESIGN	
04/23/2020	SCHEMATIC DESIGN	
10/13/2022	DESIGN DEVELOPMENT	
01/12/2023	75% CONSTRUCTION DOCUMENTS	
04/20/2023	CONSTRUCTION DOCUMENTS	

1 ARCHITECTURAL SITE PLAN
1/16" = 1'-0"

PLAN LEGEND

---	PROPERTY LINE
-----	---------------

PROJECT NO. 1813
DATE: APRIL 20, 2023

WSSA LEGACY BUILDING

AS1.01

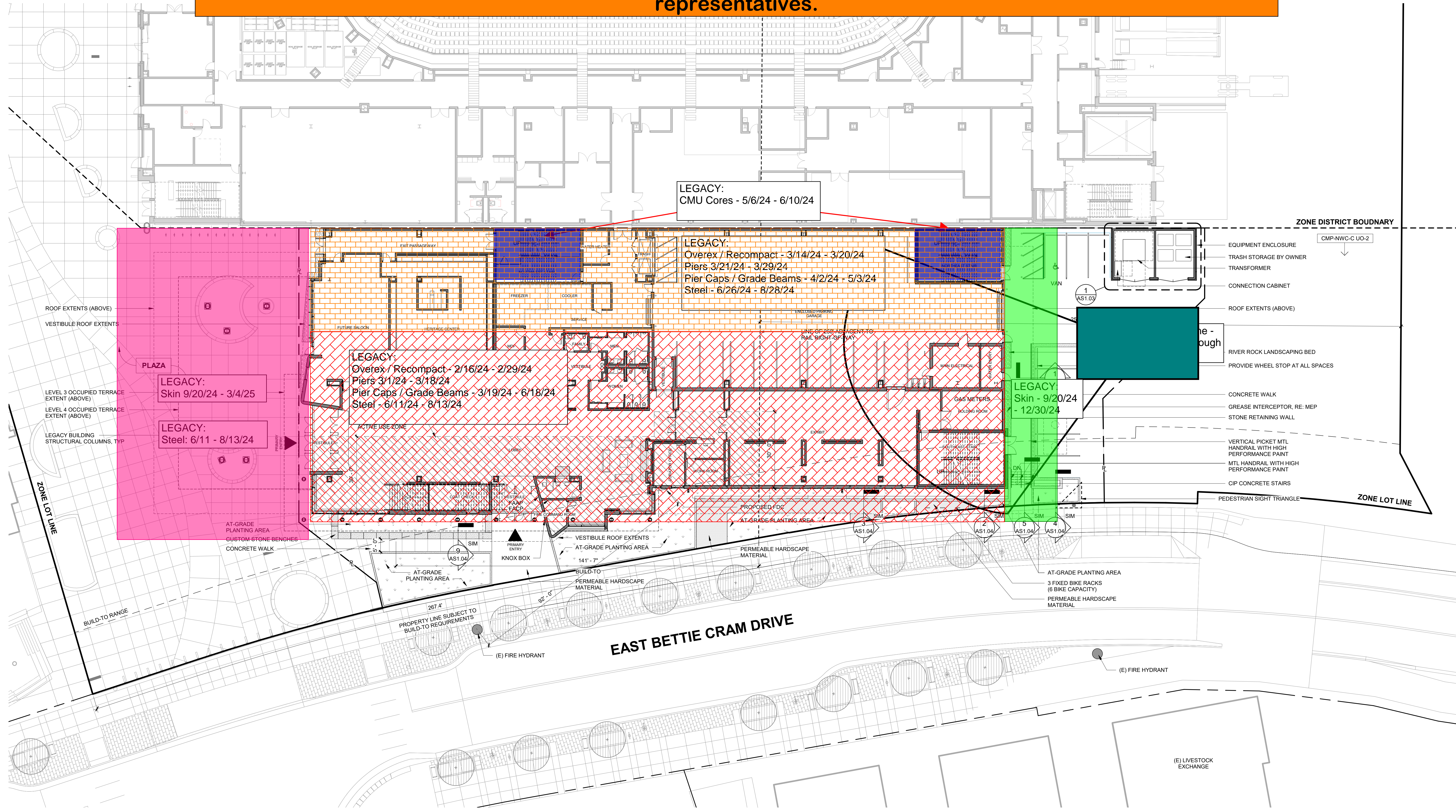
DRAWING TITLE:
ARCHITECTURAL SITE PLAN

LEGACY & LIVESTOCK COORDINATION PLAN

LEGACY SCHEDULE

6.16.23

Produced by WT through a series of coordination meetings with NWCO, WT, Saunders, WSSA, and other representatives.



1 ARCHITECTURAL SITE PLAN
1/16" = 1'-0"

PLAN LEGEND	
	PROPERTY LINE

WSSA LEGACY BUILDING
4800 PACKING HOUSE ROAD
DENVER, COLORADO 80203

TRYBA ARCHITECTS
1620 Logan Street
Denver Colorado 80203
303-831-4010

STAMP:

ISSUE		
NO.	DATE	DESCRIPTION
03/26/2020	70% SCHEMATIC DESIGN	
04/23/2020	SCHEMATIC DESIGN	
10/13/2022	DESIGN DEVELOPMENT	
01/12/2023	75% CONSTRUCTION DOCUMENTS	
04/20/2023	CONSTRUCTION DOCUMENTS	

PROJECT NO. 1813
DATE: APRIL 20, 2023

WSSA LEGACY BUILDING
AS1.01

DRAWING TITLE:
ARCHITECTURAL SITE PLAN

Key Interface Deadlines Matrix for Legacy Building
Exhibit

Revision Number	Revision Date	NWCO	WSSA	W-T	Saunders
Revision 0	9/12/2023				

The following construction interface elements are critical to the completion of the Livestock Center and shall be coordinated at the weekly superintendents meeting. Refer to Coordination Exhibits (Combined Schedule Sequence) for date and activities that have been coordinated between the contractors.

	Element	Responsibility	Scheduled Completion Date	Scheduled Handover Date	Actual Completion Date	Actual Handover Date	Comments
a.	Legacy Adjacent Wall Completion						
i.	1 hour rated wall complete	Legacy					
ii.	Exterior Expansion joint completion	Livestock					
iii.	Interior expansion joints at doors and openings	Livestock					
iv.	Metal panel completion by WT	Livestock					
b.	Legacy Terrace Completion						
i.	Column Foundations	Legacy					
ii.	Columns	Legacy					
iii.	Building skin and enclosure	Legacy					
iv.	Storm drainage/downspouts	Legacy					
v.	Electrical conduit and j-boxes and lighting at columns	Legacy					
vi.	Plaza construction start	Livestock					
vii.	Legacy utilities at plaza side	Legacy					
viii.	Installation of uplighting lighting with plaza landscape and improvements	Legacy					
ix.	Legacy fiber conduit	Legacy					
c.	Legacy Club Extension						
i.	Livestock completion of extension (coordination dates and critical dates)	Livestock					
ii.	Removal of wall panel	Livestock					
iii.	Release for interior fit out	Livestock					
iv.	Completion of sprinklers at Legacy Club Extension	Legacy					
d.	Coordination of all wall penetrations						
i.	Fire alarm and elevator recall- coordinate elevations and location of openings	Legacy					
ii.	Chilled water supply and return	Legacy					
iii.	Waterproofing and fireproofing of all openings and inspections	Livestock					
iv.	Installation of thresholds	Legacy					
e.	Fire Alarm and Elevator Return						
i.	Access to Livestock to install conduit and connect panels	Livestock					
ii.	Coordinate smoke control testing	Livestock					
f.	Legacy Transformer Enclosure						
i.	Completion of Livestock Center Wall	Livestock					
ii.	Completion of Transformer enclosure	Legacy					
iii.	Installation of Expansion Joint	Livestock					
g.	Railsite site improvements						
i.	Paving	Livestock					
ii.	Trench drain	Livestock					
iii.	Utilities	Legacy/Livestock					
h.	Other Identified Items						

Exhibit 11
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2024

9/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : <u>Markel Insurance Company</u></td> <td style="text-align: center;">38970</td> </tr> <tr> <td>INSURER B : <u>Pinnacol Assurance Company</u></td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <u>Markel Insurance Company</u>	38970	INSURER B : <u>Pinnacol Assurance Company</u>	41190	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : <u>Markel Insurance Company</u>	38970														
INSURER B : <u>Pinnacol Assurance Company</u>	41190														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1340154 The Western Stock Show Association 4655 Humboldt Street Denver, CO 80216-2818															

COVERAGES **CERTIFICATE NUMBER: 19887029** **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MKP-5007476-00	4/30/2023	4/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ Not Applicable PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	MKA-5007474-00	4/30/2023	4/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	MKX-5007477-00	4/30/2023	4/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	974572	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: City Contract# (td); Project address; 4800 Packing House Road, Denver, CO
 New headquarters building for WSSA; approximately 117,000 GSF and 4 stories.
 Estimated start date; 2/1/2024; 28 months project duration.
 The City and County of Denver, its elected and appointed officials, employees and volunteers, as well as the National Western Center Authority are included as Additional Insured with regard to the Commercial General Liability, Auto Liability and Umbrella policies, as respects their interest in the above-noted project. Waiver of Subrogation applies as respects General Liability.

CERTIFICATE HOLDER

CANCELLATION

19887029 City and County of Denver Arts & Venues Denver 1345 Champa St, First Floor Denver CO 80204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---