

AGREEMENT FOR PURCHASE AND SALE
(2100 Wewatta)

THIS AGREEMENT FOR PURCHASE AND SALE (“Agreement”) is entered into as of the Effective Date (defined in Section 28 below) between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“City” or “Seller”), and **MCRT INVESTMENTS, LLC**, a Delaware limited liability company, whose address is 210 University Blvd., Suite 200, Denver, Colorado 80206, its successors and assigns (“Purchaser”).

RECITALS

WHEREAS, Seller’s Manager of Public Works intends to request that the Denver City Council vacate that certain right-of-way described on the attached **Exhibit 1** (“Proposed Vacation Property”); and

WHEREAS, Seller has agreed to sell and Purchaser has agreed to purchase the property described on the attached **Exhibit 2** (“Real Property”), subject to the terms of this Agreement, which Real Property includes the Proposed Vacation Property; *provided, however*, Seller shall reserve an easement over that certain portion of the Real Property set forth on the attached **Exhibit 3** (“Reserved Easement Property”).

AGREEMENT

In consideration of the covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. **SUBJECT PROPERTY:** Purchaser agrees to purchase and the Seller agrees to sell the Real Property described in **Exhibit 2**, attached and incorporated herein by this reference, and (i) all easements and vacated roads, streets and alleys appurtenant to the Real Property, (ii) all buildings, fixtures and improvements on the Real Property, and (iii) all of Seller’s rights, title and interest in and to all utility taps, licenses, permits, contract rights, and warranties and guarantees associated with the property (collectively “Property”); *provided, however*, Seller shall reserve an easement (“Reserved Easement”) over the Reserved Easement Property for the maintenance, operation, repair and replacement of any utilities and/or bridge elements.

2. **PURCHASE PRICE:** The total purchase price for the Property is Eight Thousand Three Hundred Dollars and no/100 (\$8,300.00) (“Purchase Price”).

3. **DUE DILIGENCE:**

(a) **Environmental Matters:**

(i) **Environmental Information:** If not previously disclosed, Seller shall, within 3 days following delivery to Seller of Purchaser’s executed copy of this Agreement, disclose and will continue to disclose through Closing in writing to Purchaser, all information the City’s Director of the Division of Real Estate (“Director”) has regarding any environmental contamination

or the presence of any hazardous or toxic substances on, under, or about the Property. For purposes of this Agreement “hazardous substances” mean all substances listed pursuant to regulation and promulgated under the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C., § 9601 *et seq.*, or applicable state law, and any other applicable federal or state laws now in force or hereafter enacted relating to hazardous waste disposal and the term hazardous substance also includes “hazardous waste” and “petroleum” as defined in the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 *et seq.* §6991(1). The term “toxic substances” means and includes any materials present on the Property that are subject to regulation under the Toxic Substance Control Act (“TSCA”), 15 U. S. C. § 2601 *et seq.*, applicable state law, or any other applicable federal or state law now in force or later enacted relating to toxic substances and includes asbestos, polychlorinated biphenyls (PCB’s), and lead-based paints.

(ii) Environmental Audit: Purchaser, at its sole expense, shall have the right to obtain a Phase I Report and Phase II Environmental Assessment Report (“Environmental Reports”) on the Property.

(iii) Environmental Inspection: Purchaser has the right to inspect the Property for environmental matters for 30 days following delivery to Seller of Purchaser’s executed copy of this Agreement (“Due Diligence Period”). The parties acknowledge that the Due Diligence Period may commence before the Effective Date of this Agreement.

(iv) Notice of Objection: Purchaser shall give Seller notice of any unacceptable environmental conditions by the end of the Due Diligence Period (“Notice of Objection”).

(v) Cure: Seller may, in its sole discretion, cure any unacceptable environmental conditions identified in the Notice of Objection within 15 days after receipt of the Notice of Objection (“Cure Date”) to Purchaser’s satisfaction. In the event Seller declines to cure such conditions by the Cure Date, Purchaser may make the election as set forth in Paragraph 3(c)(v) below.

(b) Inspection: At its own expense, Purchaser may conduct an inspection of the physical condition of the Property and has the right to inspect the Property during the Due Diligence Period. Purchaser may give a Notice of Objection of any unacceptable physical condition of the Property to Seller by the end of the Due Diligence Period. Seller may, in its sole discretion, cure any unacceptable physical condition by the Cure Date to Purchaser’s satisfaction. In the event Seller declines to cure such unacceptable conditions by the Cure Date, Purchaser may make the election as set forth in Paragraph 3(c)(v) below.

(c) Title and Survey:

(i) Title Review: During the Due Diligence Period, Purchaser, at Purchaser’s expense, may obtain a current commitment for 2006 ALTA Owner’s Title Insurance Policy for the Real Property from Chicago Title Insurance Company (“Title Company”). The title insurance commitment and all copies or abstracts of instruments or documents identified in the commitment shall constitute the title documents (“Title Documents”). Purchaser has the right to inspect the Title Documents.

(ii) Matters Not Shown by the Public Records and Survey: If not previously disclosed, 3 days following delivery to Seller of Purchaser's executed copy of this Agreement and continuing to the Closing Date, Seller shall deliver to the Purchaser complete and accurate copies of all lease(s), licenses, employment contracts, contracts related to management and operation of the Property, including without limitation any property management and leasing agreements in the Director's possession pertaining to the Property and shall disclose, in writing, to Purchaser all easements, liens or other title matters not shown by the public records of which the Director has actual knowledge affecting the Property. During the Due Diligence Period, Purchaser may, at its sole cost and expense, obtain a current ALTA survey or take other actions necessary for the Title Company that will be issuing a title insurance policy for the Real Property to remove the standard exceptions for defects, liens, mechanic's liens, tax or assessment liens, encumbrances, encroachments, prescriptive easements, adverse claims, or similar matters that are not shown by the public records, from the title insurance policy issued to Purchaser and confirming that no part of the Real Property is situated in a flood plain, wetlands or other specially environmentally controlled, regulated or protected area. Seller agrees to execute any customary Title Company documents, acceptable to the Director, in order to allow Title Company to delete any of the standard exceptions set forth in the preceding sentence.

(iii) Notice of Unacceptable Conditions: Purchaser may give notice of any unacceptable condition of title or the survey to the Director by the end of the Due Diligence Period.

(iv) Cure: Seller may, in its sole discretion, cure such unacceptable conditions by the Cure Date to Purchaser's satisfaction.

(v) Election: In the event Seller declines to cure such unacceptable conditions by the Cure Date, Purchaser, in its sole discretion, and by the end of 3 days after the Cure Date ("Election Date"), may elect to waive such unacceptable conditions and proceed to Closing or notify Seller that this Agreement as terminated. If this Agreement is terminated, neither party shall have any further obligations hereunder.

(d) Operation of Property Pending Closing. Pending Closing, Seller shall operate and maintain the Property free from waste and neglect, in compliance with applicable law and in substantially the same manner as the Property has previously been operated and maintained and, without prior written consent of the Purchaser, shall not (i) amend or modify, in any material respect, any existing lease, license or any other agreement relating to the Property; or (ii) enter into any new lease, license or other agreement relating to the Property that does not terminate at Closing; or (iii) further encumber or grant any interest in the Property.

4. CLOSING:

(a) Closing Date; Closing Preconditions:

(i) The date of Closing shall be a date no later than ten (10) days after the date that Purchaser closes on its acquisition of property adjacent to the Real Property from 2000 Delgany, LLC, or on a different date if mutually agreed upon by the parties ("Closing Date"). The location and the hour of Closing shall be agreed to by the parties.

(ii) City Council approval of the vacation of the Vacated Property is a condition precedent to Closing.

(iii) The recordation of a partial relinquishment of a license, as it affects the Real Property, that was granted to Denver Union Station Project Authority (“DUSPA”) pursuant to that certain Temporary Amtrak Platform and Commuter Rail Tracks License Agreement dated March 16, 2010 is a condition precedent to Closing.

(iv) The delivery of a new license to DUSPA in the form attached hereto as **Exhibit 5** is a condition precedent to Closing.

(b) Transfer of Title Deed: Subject to tender of the Purchase Price at Closing by the Purchaser and compliance with the other terms and provisions of this Agreement, Seller shall at Closing execute and deliver a good and sufficient Quit Claim Deed to the Purchaser (“Deed”) in substantially the form set forth in **Exhibit 4**, attached hereto and incorporated herein, conveying the Property free and clear of all taxes (with proration as provided for in this Agreement) and free and clear of all liens and encumbrances, except: (i) those rights, if any, of third parties in the Property not shown by the public records made known to and accepted by Purchaser in accordance with this Agreement; (ii) subject to applicable Denver building and zoning regulations; (iii) subject to any other conditions acceptable to Purchaser; and (iv) the Reserved Easement.

(c) Possession: Possession of the Property shall be delivered to Purchaser on the Closing Date.

(d) Payment of Encumbrances: Any encumbrance required to be paid shall be paid by Seller at or before Closing.

(e) Closing Costs, Documents and Services: Purchaser shall pay for (i) any owner’s policy of title insurance, (ii) any survey, and (iii) one-half (1/2) of all closing fees. Seller shall pay for (i) all transfer taxes, state deed fees, recording fees, and documentary fees, and (ii) one-half (1/2) of all closing fees. The Purchaser and Seller shall sign and complete all customary or required documents at or before Closing.

(f) Prorations: Seller shall pay at Closing any and all taxes and special assessments accrued and owed on the Property prorated to the date of Closing, if any. Proration of general taxes and assessments for the year of Closing shall be based on the most recent mil levy and assessment. Utility, water and sewer charges shall be prorated to the date of Closing and paid by Seller. Other items not related to the Property shall be the responsibility of Seller.

5. NO WARRANTY: Seller makes no representation or warranty of any kind with respect to the condition of the Property. Purchaser accepts the Property in its “AS-IS” condition, WITH ALL FAULTS AND AT PURCHASER’S 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 Purchaser. Seller does not convey or purport to convey any right not specifically set forth herein.

6. TIME IS OF THE ESSENCE/REMEDIES: Time is of the essence, and all the agreements in this Agreement 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 under this Agreement is not performed or waived as provided in this Agreement, there shall be the following remedies:

(a) If Seller is in Default: Purchaser may treat this Agreement as canceled as its sole remedy. Purchaser hereby waives the right to seek all actions of law and equity. All payments and things of value received under this Agreement shall be returned and the parties shall thereafter be released from all obligations under this Agreement.

(b) If Purchaser is in Default: Seller may elect to treat this Agreement as canceled as its sole remedy. Seller hereby waives the right to seek all actions of law and equity. All payments and things of value received under this Agreement shall be returned and the parties shall thereafter be released from all obligations under this Agreement.

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

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

9. BROKER'S FEES: Seller and Purchaser each represent that neither has had negotiations through or brokerage services performed by any broker or intermediary that would require Seller or Purchaser respectively to pay any commission or fees.

10. ASSIGNMENT: Any assignment of a party's rights and obligations under this Agreement shall require the prior written consent of the other party; *provided, however*, Purchaser shall have the right to assign this Agreement to an affiliate of Purchaser without the prior consent of Seller and Purchaser shall give notice of such assignment to the Director prior to the effective date of such assignment. If this Agreement is assigned, all the covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of the respective parties. Any required consent for Seller shall be evidenced by the signature of the Director.

11. SEVERABILITY: The promises and covenants contained in this Agreement 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 provisions of this Agreement.

12. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Purchaser agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts

relating to this Agreement.

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

14. SUBJECT TO LOCAL LAWS; VENUE: This Agreement is subject to and is to be construed in accordance with the laws of the State of Colorado and the City's Charter, Revised Municipal Code, and Executive Orders, including all ordinances, rules and regulations enacted or promulgated pursuant to these state and local provisions, which provisions are incorporated into this Agreement by reference. Venue for any action arising out of this Agreement shall be in the Denver District Court in the City and County of Denver, Colorado.

15. NOTICES: All notices provided for in this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested (or by email to the parties whose email is listed below), 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 City: Mayor
Mayor's Office
City and County Building
1437 Bannock Street, Room 350
Denver, Colorado 80202

With copies to: Denver City Attorney's Office
201 W. Colfax, Department 1207
Denver, Colorado 80202
Attn: Karen Aviles, Esq.
Email: karen.aviles@denvergov.org

and: Director of the Division of Real Estate
c/o Steve Wirth
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202
Email: steve.wirth@denvergov.org

If to Purchaser: MCRT Investments, LLC
210 University Blvd., Suite 200
Denver, Colorado 80206
Attn: Darren Schackman
Email: dschackman@MCRTTrust.com

and: Fairfield and Woods, P.C.
Attn: J. Christopher Kinsman, Esq.
1700 Lincoln Street, Suite 2400
Denver, Colorado 80203
Email: ckinsman@fwlaw.com

16. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS; TIME EXTENSIONS: This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or amendment to this Agreement shall have any effect whatsoever, unless embodied in writing in this Agreement. No subsequent notation, renewal, addition, deletion, or amendment to this Agreement shall have any effect unless embodied in a written agreement executed by the parties, except the parties may change the time for any performance set forth herein by a letter signed, or an email delivered, by the Director and an authorized representative of Purchaser. No City Council approval shall be required except as required by City Charter.

17. THIRD-PARTY BENEFICIARY: It is the intent of the parties that no third party beneficiary interest is created in this Agreement 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 that would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

18. APPROPRIATION BY CITY COUNCIL: All obligations of the City under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

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

20. NO PERSONAL LIABILITY: No elected official, director, officer, agent or employee of Seller or 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.

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

22. MERGER: This Agreement shall survive closing and shall not be merged into the Deed conveying the Property.

23. CONSTRUCTION: This Agreement shall not be interpreted in favor of or against either Purchaser or the Seller merely because of their respective efforts in preparing it. The rule of

strict construction shall not apply to this Agreement.

24. CITY EXECUTION OF AGREEMENT: This Agreement is subject to, and shall not become effective or binding on the City until approved by City Council and fully executed by the City and Purchaser.

25. COUNTERPARTS: This Agreement may be executed in at least two (2) counterparts, each of which is an original and together constitute the same document.

26. 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.

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

28. EFFECTIVE DATE: The effective date of this Agreement shall be the date set forth on the Seller's signature page below ("Effective Date").

MCRT Investments, LLC, a Delaware limited liability company

By: Darren R. Schackman
Darren Schackman
Senior Managing Director

"Purchaser"



Contract Control Number: FINAN-201208742-00

Contractor Name: MCRT Investments LLC

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



EXHIBIT 1
Proposed Vacation Property

[SEE ATTACHED]

PROPERTY DESCRIPTION

THAT CERTAIN PORTION OF WEWATTA STREET, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, AS DEDICATED BY RESOLUTION NO. 98, SERIES OF 2007, TOGETHER WITH THAT CERTAIN PORTION OF 21ST STREET, AS SHOWN ON GASTON'S ADDITION TO THE CITY OF DENVER, PER PLAT RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 9, BLOCK 16, SAID GASTON'S ADDITION TO THE CITY OF DENVER, WHENCE THE NORTHEASTERLY LINE OF SAID LOT 9, BLOCK 16, BEARS NORTH 45° 08' 22" WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID NORTHEASTERLY LINE,

THENCE ALONG THE SOUTHEASTERLY PROLONGATION OF SAID NORTHEASTERLY LINE, SOUTH 45° 08' 22" EAST, 16.05 FEET TO THE SOUTHEASTERLY LINE OF THE ALLEY AS SHOWN ON SAID GASTON'S SUBDIVISION TO THE CITY OF DENVER (VACATED BY CITY AND COUNTY OF DENVER ORDINANCE 11, SERIES 1942)

THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 44° 50' 41" WEST, 203.00 FEET TO THE MOST WESTERLY CORNER OF LOT 17, BLOCK 16, SAID GASTON'S ADDITION TO THE CITY OF DENVER AND THE POINT OF BEGINNING

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 17, BLOCK 16, SOUTH 45° 08' 22" EAST, 27.18 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 1.00 FEET MEASURED AT RIGHT ANGLES, FROM THE EXISTING HIGHWAY RETAINING WALL

THENCE ALONG SAID PARALLEL LINE THE FOLLOWING COURSES:

- 1) SOUTH 44° 48' 47" WEST, 82.43 FEET
- 2) SOUTH 48° 12' 50" WEST, 52.44 FEET
- 3) NORTH 45° 05' 20" WEST, 10.24 FEET
- 4) SOUTH 45° 08' 48" WEST, 16.13 FEET

THENCE DEPARTING SAID PARALLEL LINE, NORTH 45° 06' 27" WEST, 5.89 FEET TO THE NORTHWESTERLY LINE OF THE PARCEL OF LAND DESCRIBED AS DEDICATION TO WEWATTA IN SAID RESOLUTION NO. 98, SERIES OF 2007, ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF THE ALLEY AS SHOWN ON SAID GASTON'S SUBDIVISION TO THE CITY OF DENVER (VACATED BY CITY AND COUNTY OF DENVER ORDINANCE 89, SERIES 1947)

THENCE ALONG SAID NORTHWESTERLY LINE AND THE NORTHEASTERLY PROLONGATION THEREOF, NORTH 44° 50' 41" EAST, 175.00 FEET TO THE POINT OF BEGINNING

CONTAINS AN AREA OF 4,520 SQUARE FEET OR 0.104 ACRES, MORE OR LESS

AS SHOWN ON THE ATTACHED EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION.

ROBERT D. SNEEDGRASS, PLS 36980
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND BEHALF OF CALVADA SURVEYING, INC.
6501 S. REVERE PARKWAY, SUITE 165
CENTENNIAL, CO 80111



EXISTING RIGHT-OF-WAY TO BE VACATED

SHEET 1 OF 2

EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION

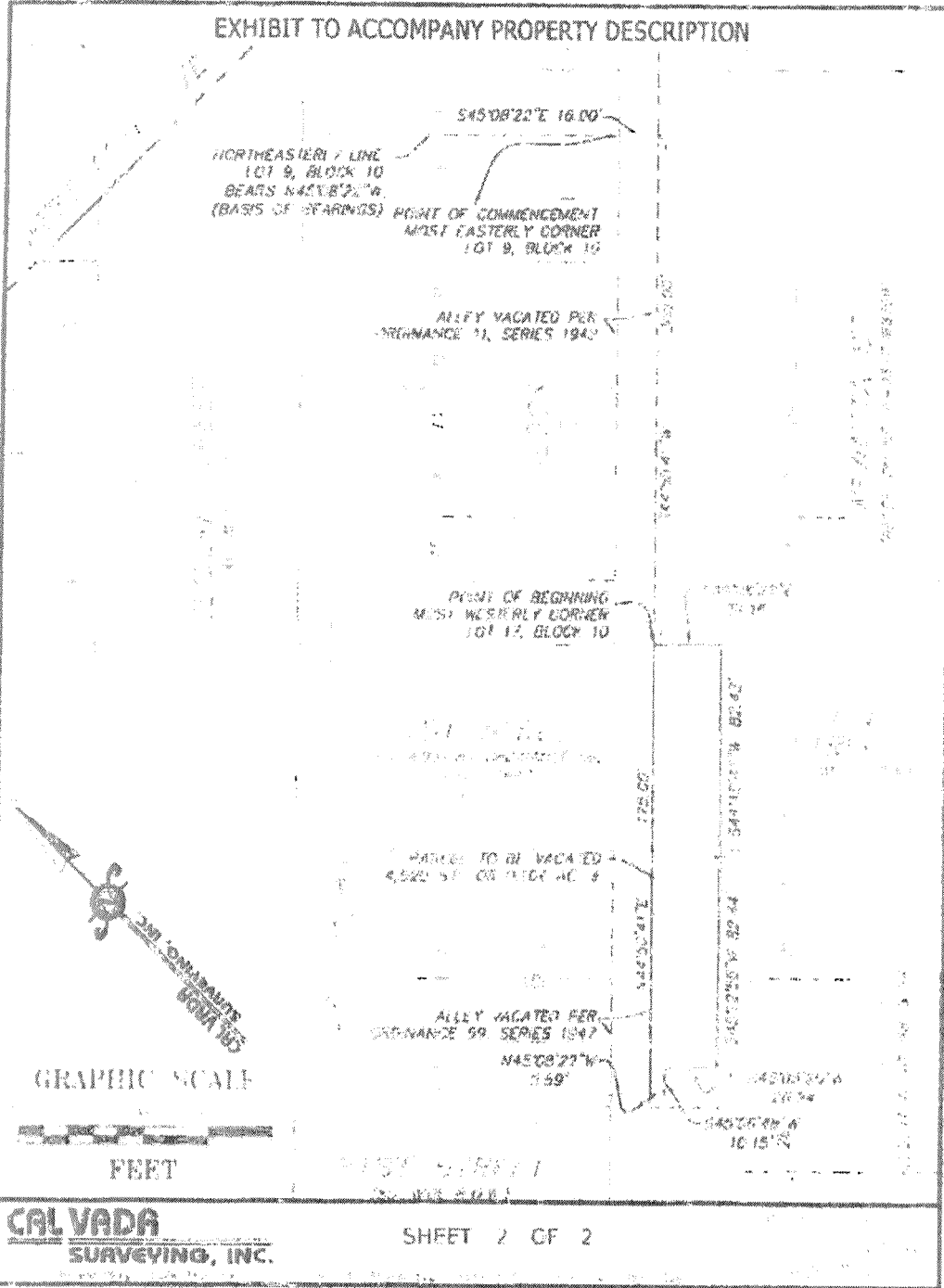


EXHIBIT 2
Property

[SEE ATTACHED]

PROPERTY DESCRIPTION

PORTIONS OF LOTS 29 THROUGH 32 INCLUSIVE, BLOCK 9, TOGETHER WITH PORTIONS OF LOTS 17 THROUGH 24 INCLUSIVE, BLOCK 10, GASTON'S ADDITION TO THE CITY OF DENVER, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO PER PLAT RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, TOGETHER WITH THOSE CERTAIN PORTIONS OF THE ALLEY AS SHOWN ON SAID GASTON'S ADDITION TO THE CITY OF DENVER VACATED BY CITY AND COUNTY OF DENVER ORDINANCE 11, SERIES 1942 AND ORDINANCE 59, SERIES 1947, TOGETHER WITH THOSE CERTAIN PORTIONS OF 21ST STREET AS SHOWN ON SAID GASTON'S ADDITION TO THE CITY OF DENVER VACATED BY SAID CITY AND COUNTY OF DENVER ORDINANCE 56, SERIES 1947 AND CITY AND COUNTY OF DENVER ORDINANCE NO. _____ SERIES _____ MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 9, BLOCK 10, SAID GASTON'S ADDITION TO THE CITY OF DENVER, WHENCE THE NORTHEASTERLY LINE OF SAID LOT 9, BLOCK 10, BEARS NORTH 45°08'20" WEST WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID NORTHEASTERLY LINE.

THENCE ALONG THE SOUTHEASTERLY PROLONGATION OF SAID NORTHEASTERLY LINE, SOUTH 45°08'22" EAST, 8.00 FEET TO THE CENTERLINE OF SAID ALLEY VACATED BY CITY AND COUNTY OF DENVER ORDINANCE 11, SERIES 1942 AND THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID SOUTHEASTERLY PROLONGATION, SOUTH 45°08'22" EAST, 33.58 FEET.

THENCE SOUTH 33°49'57" WEST, 18.15 FEET TO A POINT THAT IS DISTANT NORTHEASTERLY 1.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE EXISTING HIGHWAY RETAINING WALL. THENCE ALONG A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 1.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID HIGHWAY RETAINING WALL THE FOLLOWING COURSES:

- SOUTH 43°18'00" WEST, 5.98 FEET
- SOUTH 44°10'18" WEST, 94.72 FEET
- SOUTH 43°14'05" WEST, 85.06 FEET
- SOUTH 41°18'47" WEST, 88.25 FEET
- SOUTH 45°12'08" WEST, 82.34 FEET
- NORTH 45°15'20" WEST, 29.94 FEET
- SOUTH 45°06'49" WEST, 10.18 FEET

THENCE DEPARTING SAID PARALLEL LINE, NORTH 45°08'22" WEST, 13.68 FEET TO THE CENTERLINE OF SAID ALLEY VACATED BY CITY AND COUNTY OF DENVER ORDINANCE 59, SERIES 1947.

THENCE ALONG THE CENTERLINE OF SAID ALLEY, THE NORTHEASTERLY PROLONGATION THEREOF AND THE CENTERLINE OF SAID ALLEY VACATED BY ORDINANCE 11, SERIES 1942, NORTH 44°50'41" EAST, 375.00 FEET TO THE POINT OF BEGINNING.

CONTAINS AN AREA OF 12,808 SQUARE FEET OR 0.289 ACRES, MORE OR LESS.

AS SHOWN ON THE ATTACHED EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION.

ROBERT D. SNODGRASS, PLS 38580
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND BEHALF OF CALVADA SURVEYING, INC.
8551 S. MEYER PARKWAY, SUITE 100
CENTENNIAL, CO 80111



PROPERTY TO BE ACQUIRED

SHEET 1 OF 2

EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION

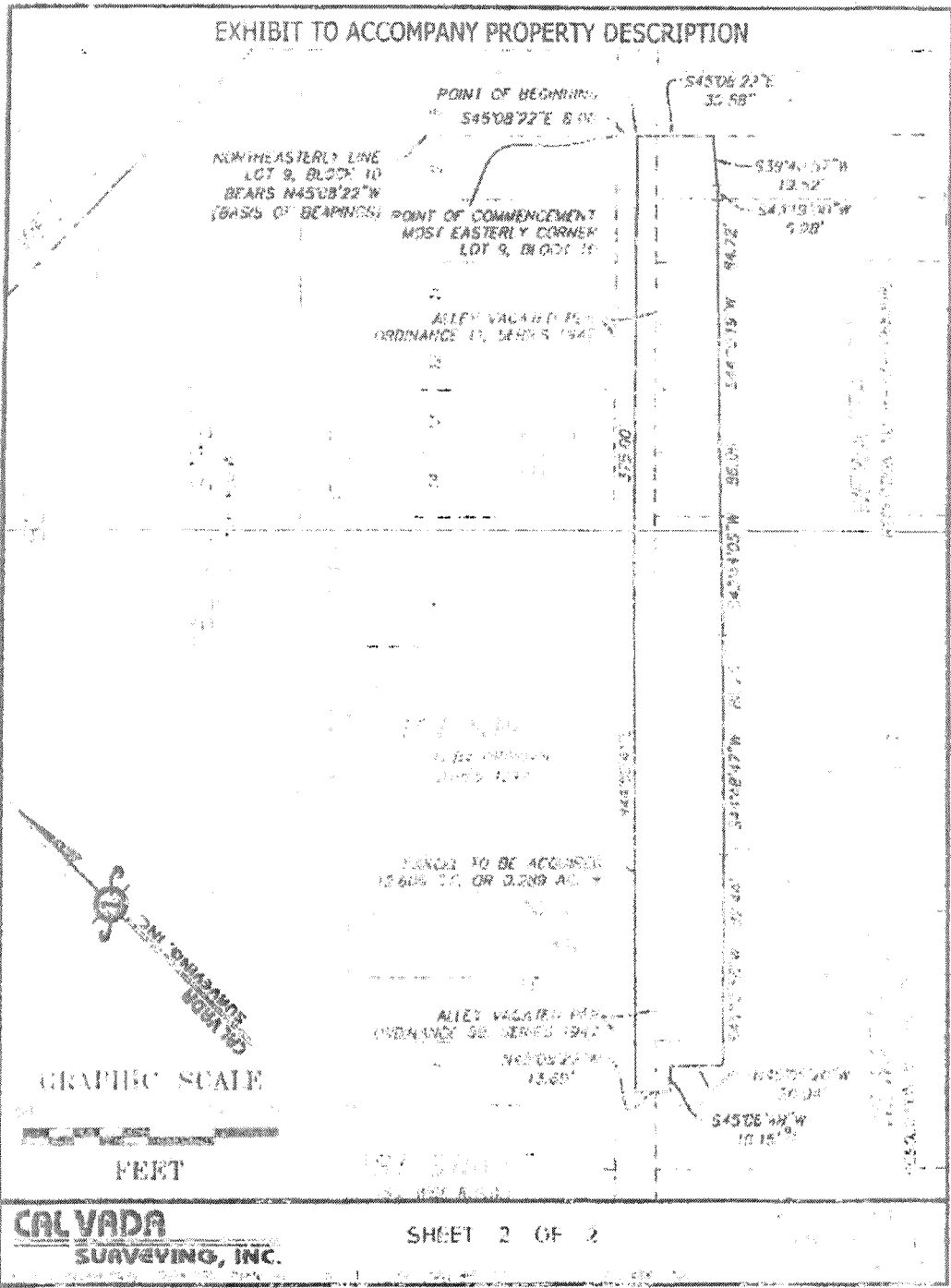


EXHIBIT 3
Reserved Easement Property

[SEE ATTACHED]

PROPERTY DESCRIPTION

PORTIONS OF LOTS 29 THROUGH 32, INCLUSIVE, BLOCK 9, TOGETHER WITH PORTIONS OF LOTS 17 THROUGH 24, INCLUSIVE, BLOCK 10, GASTON'S ADDITION TO THE CITY OF DENVER IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, PER PLAT RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, TOGETHER WITH THAT CERTAIN PORTION OF 21ST STREET AS SHOWN ON SAID GASTON'S ADDITION TO THE CITY OF DENVER, VACATED BY SAID CITY AND COUNTY OF DENVER ORDINANCE NO. _____, SERIES _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 9, BLOCK 10, SAID GASTON'S ADDITION TO THE CITY OF DENVER, WHENCE THE NORTHEASTERLY LINE OF SAID LOT 9, BLOCK 10, BEARS NORTH 45° 08' 22" WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID NORTHEASTERLY LINE;

THENCE ALONG THE SOUTHEASTERLY PROLONGATION OF SAID NORTHEASTERLY LINE, SOUTH 45° 08' 22" EAST, 23.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY PROLONGATION, SOUTH 45° 08' 22" EAST, 15.05 FEET;

THENCE SOUTH 30° 40' 57" WEST, 39.52 FEET TO A POINT THAT IS DISTANT NORTHEASTERLY 1.00 FEET, MEASURED AT RIGHT ANGLES FROM THE EXISTING HIGHWAY RETAINING WALL; THENCE ALONG A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 1.00 FEET, MEASURED AT RIGHT ANGLES FROM SAID HIGHWAY RETAINING WALL, THE FOLLOWING COURSES:

- 1) SOUTH 43° 18' 50" WEST, 5.98 FEET;
 - 2) SOUTH 44° 10' 29" WEST, 64.72 FEET;
 - 3) SOUTH 45° 44' 05" WEST, 66.03 FEET;
 - 4) SOUTH 44° 08' 47" WEST, 86.25 FEET;
 - 5) SOUTH 45° 12' 58" WEST, 87.44 FEET;
 - 6) NORTH 45° 05' 23" WEST, 70.54 FEET;
- THENCE DEPARTING SAID PARALLEL LINE, NORTH 45° 54' 40" EAST, 15.05 FEET;
 THENCE SOUTH 45° 05' 23" EAST, 8.02 FEET;
 THENCE NORTH 45° 12' 58" EAST, 87.46 FEET;
 THENCE NORTH 44° 28' 47" EAST, 85.06 FEET;
 THENCE NORTH 44° 54' 05" EAST, 86.08 FEET;
 THENCE NORTH 44° 10' 29" EAST, 64.72 FEET;
 THENCE NORTH 45° 18' 50" EAST, 5.98 FEET;
 THENCE NORTH 30° 40' 57" EAST, 70.47 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,864 SQUARE FEET OF 122 ALIBES, MORE OR LESS.

AS SHOWN ON THE ATTACHED EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION.



ROBERT D. SNODGRASS, PLS J1150
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
 FOR AND BEHALF OF CALVADA SURVEYING, INC.
 6551 S. REVERE PARKWAY, SUITE 165
 CENTENNIAL, CO 80111

EXHIBIT TO BE DESTROYED

SHEET 1 OF 2

EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION

NOR MEASURED LINE
LOT 2, BLOCK 10
RANGE 14450822S W
(BASED ON BEARINGS)

POINT OF COMMENCEMENT
SOUTH EASTERN CORNER
LOT 11, BLOCK 10
N45°08'22"E 20.45'
N45°08'22"E 8.57'

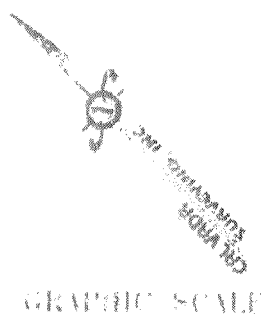
POINT OF BEGINNING
S45°08'22"E 10.17'
S30°40'37"W 19.52'
S45°08'22"E 8.08'

AREA VACATED PER
ORDINANCE NO. 11, SERIES 1947

SECTION 10, T. 14 N., R. 10 W.
S44°54'00"W 10.17'

AREA VACATED PER
ORDINANCE NO. 10, SERIES 1947

S45°08'22"E 8.08'
S45°08'22"E 18.10'



CALVADA SURVEYING, INC.

SHEET 2 OF 2

EXHIBIT 4
Deed

[SEE ATTACHED]

WHEN RECORDED RETURN TO:

Fairfield and Woods, P.C.
Attn: J. Christopher Kinsman, Esq.
1700 Lincoln Street, Suite 2400
Denver, Colorado 80203

**QUIT CLAIM DEED
(2100 Delgany)**

THIS QUIT CLAIM DEED, is made this ____ day of _____, 201__, between the City and County of Denver, a Colorado municipal corporation and home rule city ("Grantor"), and _____, whose address is _____ ("Grantee"):

WITNESS, that Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUITCLAIMED, and by these presents does remise, release, sell, convey and Quitclaim unto Grantee, it successors and assigns forever the following real property, together with improvements, if any, situate, lying and being in the said County of Denver, and State of Colorado described as follows:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoove of Grantee, its successors and assigns forever, provided, however, Grantor hereby reserves a perpetual easement over that portion of the property described on the attached EXHIBIT B for the maintenance, operation, repair and replacement of any utilities and/or bridge elements. Grantor shall exercise its easement rights at its sole cost.

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

Attest:

City and County of Denver

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

Michael B. Hancock, Mayor

Approved as to Form:

Douglas J. Friednash, Attorney for
the City and County of Denver

By: _____

STATE OF COLORADO }
 } ss.
COUNTY OF DENVER }

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by Michael B. Hancock as Mayor of the City and County of Denver.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
My commission expires: _____

Exhibit A
(Property)

[SEE ATTACHED]

PROPERTY DESCRIPTION

PORTIONS OF LOTS 29 THROUGH 32 INCLUSIVE, BLOCK 9, TOGETHER WITH PORTIONS OF LOTS 17 THROUGH 24 INCLUSIVE, BLOCK 10, GASTON'S ADDITION TO THE CITY OF DENVER IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO PER PLAT RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY TOGETHER WITH THOSE CERTAIN PORTIONS OF THE ALLEY AS SHOWN ON SAID GASTON'S ADDITION TO THE CITY OF DENVER VACATED BY CITY AND COUNTY OF DENVER ORDINANCE 11, SERIES 1942 AND ORDINANCE 59, SERIES 1947, TOGETHER WITH THOSE CERTAIN PORTIONS OF 21ST STREET AS SHOWN ON SAID GASTON'S ADDITION TO THE CITY OF DENVER VACATED BY SAID CITY AND COUNTY OF DENVER ORDINANCE 59, SERIES 1947 AND CITY AND COUNTY OF DENVER ORDINANCE NO. _____ SERIES _____ MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 9, BLOCK 10, SAID GASTON'S ADDITION TO THE CITY OF DENVER, WHENCE THE NORTHEASTERLY LINE OF SAID LOT 9, BLOCK 10, BEARS NORTH 45°08'22" WEST WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID NORTHEASTERLY LINE. THENCE ALONG THE SOUTHEASTERLY PROLONGATION OF SAID NORTHEASTERLY LINE SOUTH 45°08'22" EAST 8.00 FEET TO THE CENTERLINE OF SAID ALLEY VACATED BY CITY AND COUNTY OF DENVER ORDINANCE 11, SERIES 1942 AND THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID SOUTHEASTERLY PROLONGATION SOUTH 45°08'22" EAST 30.54 FEET. THENCE SOUTH 39°46'47" WEST 19.53 FEET TO A POINT THAT IS DISTANT NORTHEASTERLY 1.00 FEET MEASURED AT RIGHT ANGLES FROM THE EXISTING HIGHWAY RETAINING WALL. THENCE ALONG A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 1.00 FEET MEASURED AT RIGHT ANGLES FROM SAID HIGHWAY RETAINING WALL THE FOLLOWING 7 COURSES: SOUTH 33°19'00" WEST, 5.98 FEET; SOUTH 46°10'19" WEST, 84.72 FEET; SOUTH 43°34'05" WEST, 98.06 FEET; SOUTH 44°42'27" WEST, 96.25 FEET; SOUTH 35°12'59" WEST, 37.14 FEET; NORTH 45°05'26" WEST, 39.94 FEET; SOUTH 45°06'48" WEST, 32.15 FEET. THENCE DEPARTING SAID PARALLEL LINE NORTH 45°08'22" WEST 17.69 FEET TO THE CENTERLINE OF SAID ALLEY VACATED BY CITY AND COUNTY OF DENVER ORDINANCE 59, SERIES 1947. THENCE ALONG THE CENTERLINE OF SAID ALLEY THE NORTHEASTERLY PROLONGATION THEREOF AND THE CENTERLINE OF SAID ALLEY VACATED BY ORDINANCE 11, SERIES 1942 NORTH 44°50'41" EAST, 375.50 FEET TO THE POINT OF BEGINNING.

CONTAINS AN AREA OF 12,898 SQUARE FEET OR 0.286 ACRES, MORE OR LESS.

AS SHOWN ON THE ATTACHED EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION.

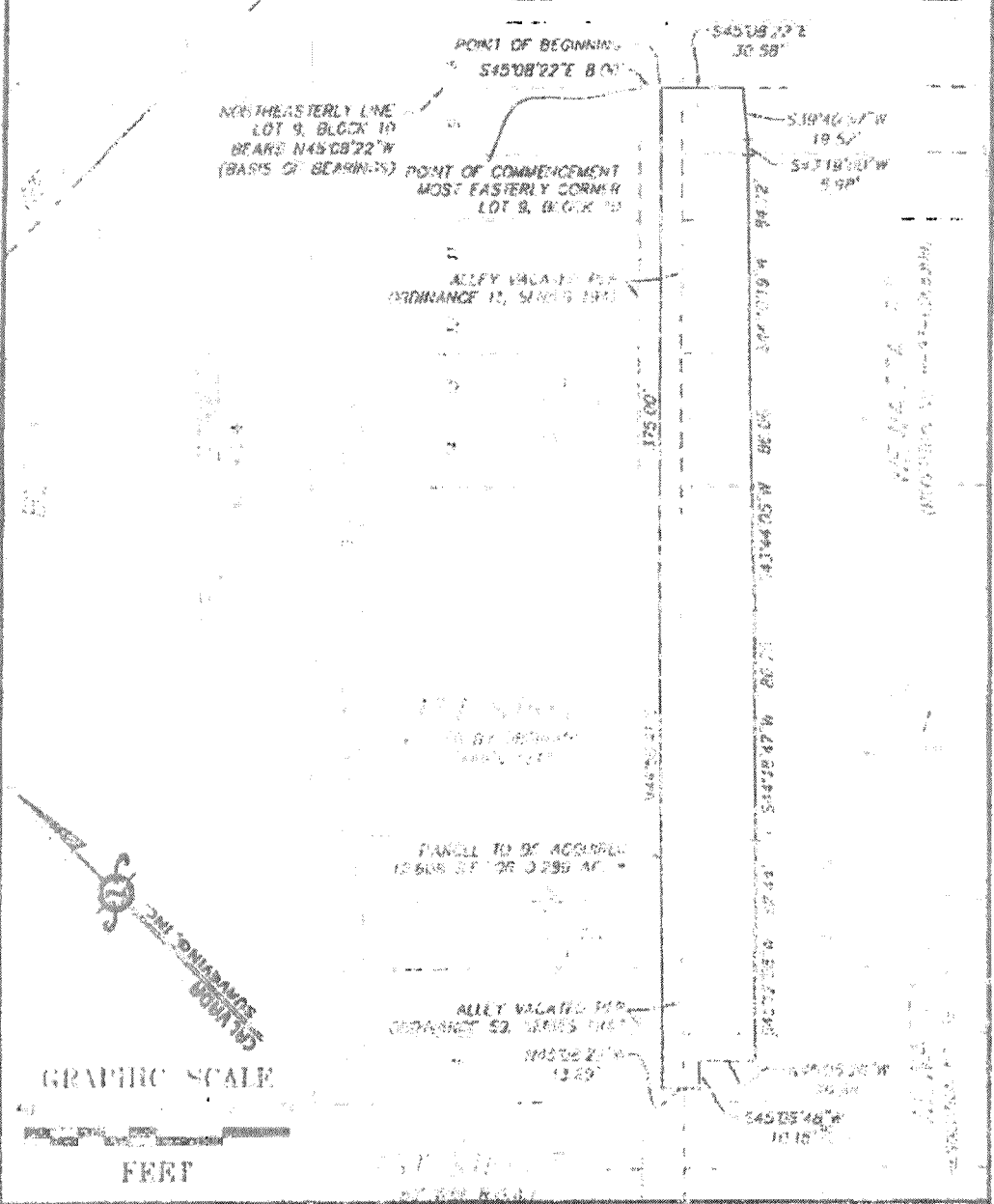
ROBERT D. BRIDGEMAN, C.S. 36580
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND BEHALF OF CALVADA SURVEYING, INC.
8551 S. REVERE PARKWAY, SUITE 185
CENTENNIAL, CO 80111



PROPERTY TO BE ACQUIRED

SHEET 1 OF 2

EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION



CAL VADA SURVEYING, INC.
 SHEET 2 OF 2

Exhibit B
(Reserved Easement Property)

[SEE ATTACHED]

PROPERTY DESCRIPTION

PORTIONS OF LOTS 28 THROUGH 32, INCLUSIVE, BLOCK 9, TOGETHER WITH PORTIONS OF LOTS 17 THROUGH 24, INCLUSIVE, BLOCK 10, GASTON'S ADDITION TO THE CITY OF DENVER IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, PER PLAT RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, TOGETHER WITH THAT CERTAIN PORTION OF 31ST STREET AS SHOWN ON SAID GASTON'S ADDITION TO THE CITY OF DENVER, VACATED BY SAID CITY AND COUNTY OF DENVER ORDINANCE NO. _____ SERIES _____ MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 9, BLOCK 10, SAID GASTON'S ADDITION TO THE CITY OF DENVER, WHENCE THE NORTHEASTERLY LINE OF SAID LOT 9, BLOCK 10, BEARS NORTH 45° 03' 22" WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID NORTHEASTERLY LINE, THENCE ALONG THE SOUTHEASTERLY PROLONGATION OF SAID NORTHEASTERLY LINE, SOUTH 45° 08' 27" EAST, 23.52 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID SOUTHEASTERLY PROLONGATION, NORTH 45° 08' 27" EAST, 15.06 FEET, THENCE SOUTH 59° 40' 57" WEST, 19.92 FEET TO A POINT THAT IS DISTANT NORTHEASTERLY 1.00 FEET MEASURED AT RIGHT ANGLES FROM THE EXISTING HIGHWAY RETAINING WALL, THENCE ALONG A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 1.00 FEET MEASURED AT RIGHT ANGLES FROM SAID HIGHWAY RETAINING WALL THE FOLLOWING COURSES:

- 1) SOUTH 43° 16' 00" WEST, 5.95 FEET,
 - 2) SOUTH 46° 15' 15" WEST, 84.72 FEET,
 - 3) SOUTH 43° 44' 00" WEST, 80.06 FEET,
 - 4) SOUTH 44° 49' 47" WEST, 86.25 FEET,
 - 5) SOUTH 45° 12' 52" WEST, 87.44 FEET,
 - 6) NORTH 47° 54' 20" WEST, 20.54 FEET,
- THENCE DEPARTING SAID PARALLEL LINE, NORTH 47° 54' 40" EAST, 11.00 FEET, THENCE SOUTH 45° 06' 20" EAST, 5.02 FEET, THENCE NORTH 45° 12' 58" EAST, 87.46 FEET, THENCE NORTH 44° 48' 47" EAST, 85.06 FEET, THENCE NORTH 44° 44' 05" EAST, 85.09 FEET, THENCE NORTH 44° 10' 19" EAST, 84.67 FEET, THENCE NORTH 43° 39' 39" EAST, 85.56 FEET, THENCE NORTH 42° 48' 51" EAST, 20.41 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,584 SQUARE FEET (OR THEREABOUTS) MORE OR LESS.

AS SHOWN ON THE ATTACHED MAPS TO ALL COMPANY PROPERTY OR PORTION

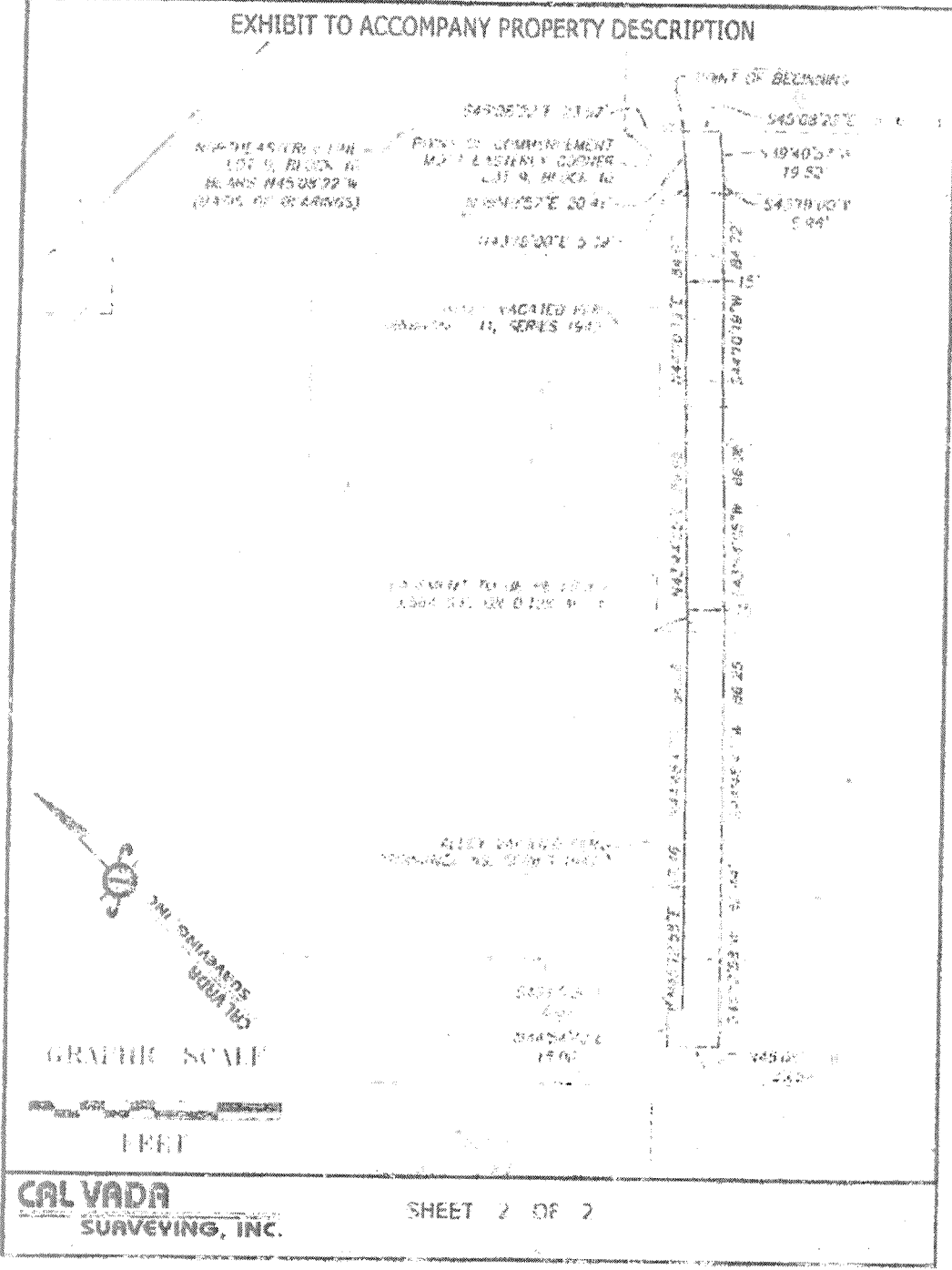


ROBERT D. SNODGRASS, PLS 36586
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
 FOR AND BEHALF OF ORAVA SURVEYING, INC.
 8551 S. REVERE PARKWAY, SUITE 160
 CENTENNIAL, CO 80111

STATEMENTS TO BE RESERVED

SHEET 1 OF 2

EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION



CALVADA
SURVEYING, INC.

SHEET 2 OF 2

EXHIBIT 5
License

[SEE ATTACHED]

ACCESS LICENSE AGREEMENT

THIS ACCESS LICENSE AGREEMENT ("Agreement") is made as of this ____ day of _____, 2013 ("Effective Date"), by and between _____, whose address is _____ ("Grantor"), and Denver Union Station Project Authority, a Colorado nonprofit corporation, whose address is 1225 17th Street, Suite 3050, Denver, Colorado 80202 ("Grantee"). Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Grantor is the owner of that certain real property described on the attached Exhibit A ("Grantor Property"); and

WHEREAS, Grantor wishes to grant to Grantee and its contractors and agents a temporary non-exclusive license over and upon a portion of the northeasterly nine feet of the Grantor Property generally shown on the attached Exhibit B ("Cart Access Property") for the purposes of baggage cart and pedestrian ingress and egress.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of License to Grantee. Grantor hereby grants to Grantee and its contractors and agents (collectively, "Grantee Parties") a temporary non-exclusive license until March 14, 2014 over and upon the Cart Access Property for the purposes of baggage cart and pedestrian ingress and egress (collectively, "Grantee License"); *provided, however*, the Grantee Parties shall not utilize the Grantee License until thirty (30) days following the Effective Date in order to give Grantor time to complete the improvements described in Section 2 below. It is understood and agreed by the Parties that the Grantee License is non-exclusive in nature and that Grantee intends to use the Grantee License twice a day, once in the morning and once in the evening. At all other times Grantor shall have the right to use the Cart Access Property for the development of the Grantor Property, including, but not limited to, the right to further improve the Cart Access Property, so long as such actions do not interfere with the Grantee License granted herein.

The Parties acknowledge and agree that Grantee will also be using property located in the Delgany Street right-of-way adjacent to the Grantor Property and connecting to the Cart Access Property ("Delgany ROW Property") for baggage cart and pedestrian ingress and egress and that the Grantor Property will be under construction during the time that Grantee utilizes the cart path located on the Delgany ROW Property. The Parties agree that they will work together to undertake their mutual objectives. To that end, Grantor agrees to provide flagmen to control access for its construction vehicles across the cart path located on the Delgany ROW Property, it being acknowledged that the Grantee Parties will be using the cart path generally once in the morning and once in the evening.

2. Improvements. Grantor agrees to pave the Cart Access Property for Grantee's use within thirty (30) days of the Effective Date. After Grantor paves the Cart Access Property, maintenance and repair of the Cart Access Property shall be undertaken by Grantor during the term of the Grantee License; *provided, however,* Grantee shall be responsible for all costs of repair of the Cart Access Property necessitated by the Grantee Parties' use of the Cart Access Property.

3. Insurance/Hold Harmless. From and after the date that Grantee is entitled to utilize the Grantee License as described in Section 1 above, Grantee shall maintain commercial general liability insurance covering claims for death of or injury to persons, and for destruction of or damage to property, in any way arising out of or caused by use of the Grantee License by the Grantee Parties or by any person accessing the Cart Access Property on behalf of, or at the direction of, the Grantee Parties. Minimum limits for bodily injury and property damage shall be One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) aggregate.

Grantee hereby releases and holds harmless and indemnifies Grantor from and against any damage and injury to the Grantee Parties or to their property or to any person (and their property) accessing the Grantor Property on behalf of, or at the direction of, the Grantee Parties, except to the extent solely caused by Grantor.

4. Notices. All notices hereunder shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed received three (3) business days after deposit, postage prepaid in the U.S. mail, (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed received one (1) business day after deposit with such messenger or courier, (c) facsimile or other telecopy transmission, in which case notice shall be deemed received when the facsimile or other telecopy transmission is received, or (d) personal delivery in which case notice shall be deemed received upon delivery. All such notices shall be addressed as follows:

(a) If to Grantor:

Attn: Tony Canavino
210 University Blvd., Suite 200
Denver, Colorado 80206
Fax: 303-293-0021

(c) If to Grantee:

Denver Union Station Project Authority
Attn: _____
1225 17th Street, Suite 3050
Denver, Colorado 80202
Fax: _____

A Party may change its address for notice purposes by the giving of notice thereof to the other Party in accordance with this Section 4.

5. No Assignment. This Agreement and the rights granted to Grantee hereunder are personal to Grantee and may not be assigned by Grantee to any party. Any such assignment by Grantee shall be

null and void.

6. No Recording. This Agreement shall not be recorded. If Grantee causes this Agreement or any memorandum, affidavit or other instrument which makes reference to this Agreement to be recorded, then Grantor shall have the unilateral right to execute and record any document(s) necessary to remove such cloud on title.
7. Modification. This Agreement may not be modified, amended, or terminated, except by an agreement in writing executed by the Parties hereto or their successors or assigns.
8. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument.
9. Severability. If any provision in this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby.
10. Amendments. No modification, waiver or amendment of any of the terms or conditions of this Agreement shall be binding upon a Party unless in writing and signed by such Party.
11. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the Parties hereto.
12. Attorneys' Fees/Default. In the event any party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the prevailing party shall be entitled to its reasonable attorneys' fees and costs as a part of its judgment or award.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, this Agreement is entered into as of the date first set forth above.

GRANTOR:

By: _____
Printed name: _____
Its: _____

GRANTEE:

Denver Union Station Project Authority,
a Colorado nonprofit corporation

By: _____
Printed name: _____
Its: _____

Exhibit A

(Grantor Property)

LOTS 1 THROUGH 3, INCLUSIVE, A PORTION OF LOT 4, AND PORTIONS OF LOTS 29 THROUGH 32, INCLUSIVE, BLOCK 9, TOGETHER WITH LOTS 9 THROUGH 16, INCLUSIVE, AND PORTIONS OF LOTS 17 THROUGH 24, BLOCK 10, GASTON'S ADDITION TO THE CITY OF DENVER, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, PER PLAT RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, TOGETHER WITH THOSE CERTAIN PORTIONS OF THE ALLEY AS SHOWN ON SAID GASTON'S ADDITION TO THE CITY OF DENVER, VACATED BY CITY AND COUNTY OF DENVER ORDINANCE 11, SERIES 1942 AND ORDINANCE 59, SERIES 1947, AND TOGETHER WITH THAT CERTAIN PORTION OF 21ST STREET AS SHOWN ON SAID GASTON'S ADDITION TO THE CITY OF DENVER, VACATED BY SAID CITY AND COUNTY OF DENVER ORDINANCE 59, SERIES 1947, AND CITY AND COUNTY OF DENVER ORDINANCE NO. _____, SERIES _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 9, BLOCK 10;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 9, BLOCK 10 AND THE SOUTHEASTERLY PROLONGATION THEREOF, SOUTH 45°08'22" EAST, 163.58 FEET;
THENCE SOUTH 39°40'57" WEST, 19.52 FEET TO A POINT THAT IS DISTANT NORTHEASTERLY 1.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE EXISTING HIGHWAY RETAINING WALL;
THENCE ALONG A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 1.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID HIGHWAY RETAINING WALL
THE FOLLOWING 7 COURSES:

- 1) SOUTH 43°19'00" WEST, 5.98 FEET;
- 2) SOUTH 44°10'19" WEST, 84.72 FEET;
- 3) SOUTH 43°44'05" WEST, 86.06 FEET;
- 4) SOUTH 44°48'47" WEST, 86.25 FEET;
- 5) SOUTH 45°12'58" WEST, 82.44 FEET;
- 6) NORTH 45°05'20" WEST, 20.94 FEET;
- 7) SOUTH 45°06'48" WEST, 10.15 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 45°08'22" WEST, 13.69 FEET TO THE INTERSECTION OF THE CENTERLINE OF SAID ALLEY VACATED BY CITY AND COUNTY OF DENVER ORDINANCE 59, SERIES 1947 AND A LINE THAT IS PARALLEL WITH AND DISTANT 5.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF SAID LOT 4, BLOCK 9;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, NORTH 45°08'22" WEST, 133.00 FEET TO THE NORTHWESTERLY LINE OF BLOCK 10, SAID GASTON'S ADDITION TO THE CITY OF DENVER;

THENCE ALONG THE NORTHWESTERLY LINE OF BLOCK 10 AND BLOCK 9, SAID GASTON'S ADDITION TO THE CITY OF DENVER, NORTH 44°50'41" EAST, 375.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:

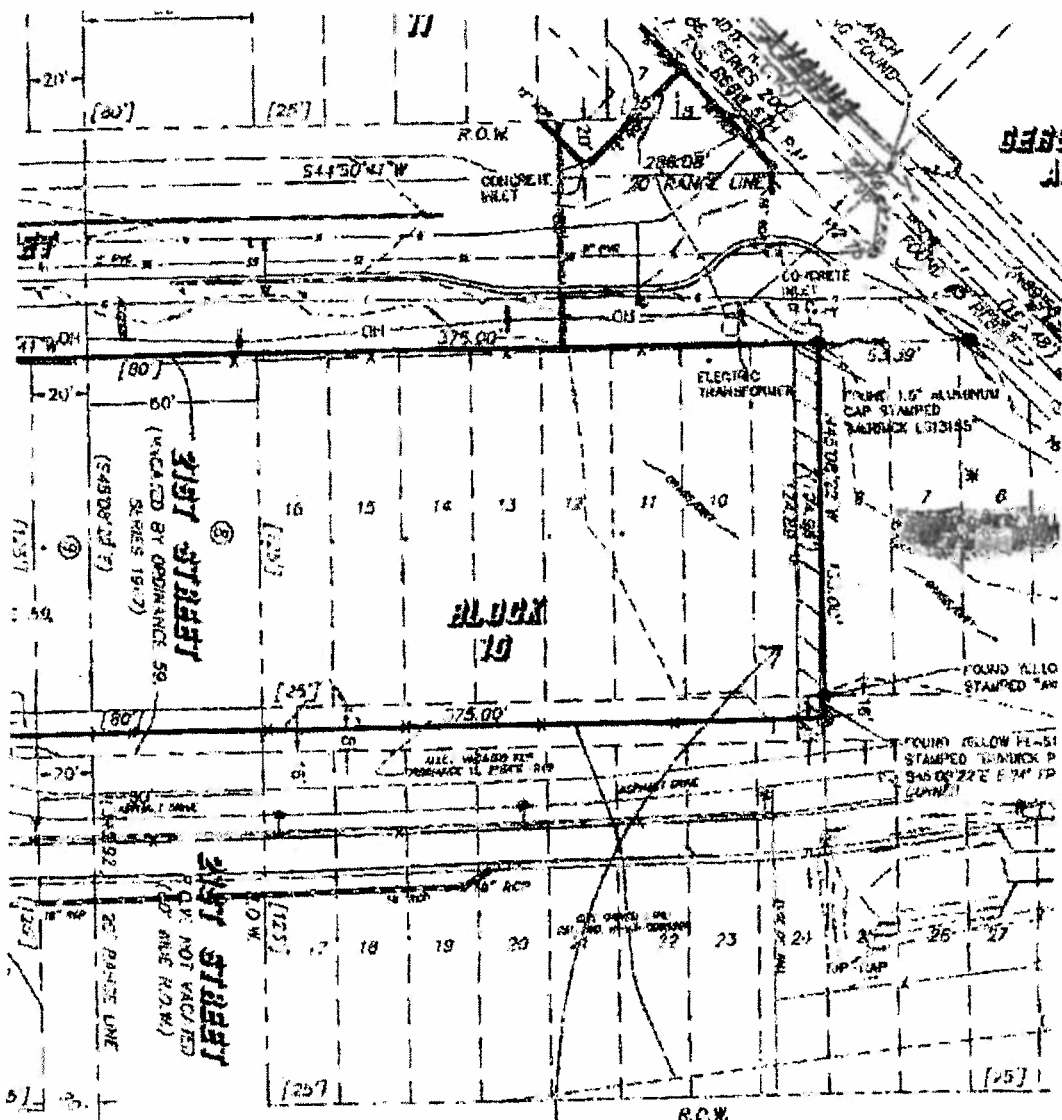
ROBERT D. SNODGRASS, PLS 36580
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND BEHALF OF CALVADA SURVEYING, INC.
6551 S. REVERE PARKWAY, SUITE 165
CENTENNIAL, CO 80111

Exhibit B

(Cart Access Property)

A STRIP OF LAND 9 FEET IN WIDTH THAT RUNS ALONG THE ENTIRE NORTHEASTERLY PORTION OF LOT 9, BLOCK 10, GASTON'S ADDITION TO THE CITY OF DENVER, AND THAT PORTION OF THE VACATED ALLEY, RECORDED BY CITY AND COUNTY OF DENVER ORDINANCE 11, SERIES OF 1942, CITY AND COUNTY OF DENVER RECORDS, ADJOINING SAID LOT 9, BLOCK 10 THAT EXTENDS SOUTHEASTERLY OF SAID 9-FOOT STRIP.

MORE PARTICULARLY SHOWN ON THE ATTACHED



GASTON'S ADDITION TO THE CITY OF DENVER
 (ENGINEERING BOOK 1, PAGE 27-27A
 RESURVEY BOOK 6, PAGE 23-24)

9 Footwide Cut Access Property

