

NEW PEDESTRIAN BRIDGE OVERPASS CROSSING AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND THE

THE CITY AND COUNTY OF DENVER

COVERING THE

THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF A
NEW PEDESTRIAN BRIDGE OVERPASS CROSSING STRUCTURE

AT

36th STREET YARD – GREELEY SUBDIVISION

IN OR NEAR

THE CITY AND COUNTY OF DENVER,
COLORADO

**NEW PEDESTRIAN BRIDGE OVERPASS
CROSSING AGREEMENT**

36th Street Pedestrian Overpass
Greeley Subdivision
City and County of Denver, Colorado

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20 ____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690 ("Railroad") and **the CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado to be addressed at 201 West Colfax Avenue, Dept. # 608, Denver, CO 80202 ("City" or "Public Body").

RECITALS:

The City desires to undertake as its project (the "Project"), the construction of the new 36th Street Bridge Pedestrian Overpass ("Overpass", "Bridge", or "Ped Bridge") over Railroad's property and trackage on the Railroad's Greeley Subdivision at or near the intersection of 36th Street and Wazee Street in the City and County of Denver in the State of Colorado, as shown on the Railroad's Location Print marked **Exhibit A**, attached hereto and incorporated herein. The portion of the bridge located within the Crossing Area is the "Bridge". The depiction and legal description for the area within which the Bridge will be located are marked **Exhibit A-1**, attached hereto and incorporated herein (the "Crossing Area"). The general plan and profile for the Bridge are marked **Exhibit B**, attached hereto and incorporated herein.

The Railroad and the City are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions marked **Exhibit C**, are attached hereto and hereby made a part hereof.

ARTICLE 2. RAILROAD GRANTS RIGHT

For and in consideration of the construction of a new Railroad Yard Office and the relocation of Railroad from the current 36th Street Yard Office and in further consideration of the City's agreement to perform and comply with the terms of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Railroad will grant to the City within ten (10) days of the Effective Date, subject to the terms and conditions set forth therein, a permanent aerial easement, including the permanent right to reconstruct, maintain and repair the Bridge within the Crossing Area, which permanent aerial easement shall be in substantially the form of Permanent Easement set forth in **Exhibit G**, attached hereto and incorporated herein ("Permanent Easement"). In addition to the Permanent Easement, subject to the terms and conditions contained herein Railroad hereby grants to the City for NO ADDITIONAL CONSIDERATION, a non-exclusive, temporary license for staging and temporary construction of the Bridge and related Project improvements in the location shown on the prints attached hereto as **Exhibits A-2, A-3 and A-4**. Further, Railroad agrees to enter into Contractor's Right of Entry Agreement with the Project Contractor, FOR NO ADDITIONAL CONSIDERATION, for the Project work, in substantially the form of Contractor's Right of Entry Agreement described below.

ARTICLE 3. PLANS

- A. The City, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Bridge layout specifications, cross sections and elevations, associated drainage, and other appurtenances.
- B. The final one hundred percent (100%) completed plans when approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, shall be referred to herein as the "Plans". The Plans when so approved shall be made a part of this Agreement by reference.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing. Railroad shall have 15 days to approve or disapprove a request to change the Plans. If Railroad fails to timely respond to any request that materially modifies the Plans, the requested changes will be deemed rejected by Railroad.
- D. The Railroad's review and approval of the Plans will in no way relieve the City or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the City or Contractor on the Plans is at the risk of the City and Contractor.

ARTICLE 4. NON-RAILROAD IMPROVEMENTS

- A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non-Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences as required under Article 3. The Non-Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non-Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non-Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non-Railroad Facilities to be abandoned in place or relocated on Railroad's property.
- B. Without limiting the foregoing, the City at its cost, shall be responsible for preparing designs, plans and specifications for a fencing/barrier plan from ~~Wynkoop Street~~ ^{the Spur Track} to Wazee Street along 35th Street, and from 35th Street to 38th Street along Wazee Street in a manner that (a) provides for an adequate physical safety barrier between the Railroad's property and operations and the pedestrian access areas near such Railroad property and operations, and (b) includes secure gate access for the Railroad to access its property. Such designs, plans and specifications shall be submitted to Railroad for its review and approval pursuant to Article 3, and as and when approved by Railroad such designs, plans and specifications and the work performed in connection therewith shall be prepared and performed in accordance with Railroads guidelines and specifications.
- C. Upon Railroad's approval of submitted Non-Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non-Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non-Railroad Facilities. Non-Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non-Railroad Facilities owner or operator, or before Railroad and Licensee mutually agree in writing to (i) deem the approved Non-Railroad Facilities plans and specifications to be Plans pursuant to Article 3B, (ii) deem the Non-Railroad Facilities part of the Bridge, and (iii) supplement this Agreement with terms and conditions covering the Non-Railroad Facilities.

ARTICLE 5. RAILROAD'S MINIMUM COORDINATION REQUIREMENTS

The City, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Minimum Coordination Requirements that are

ARTICLE 6. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the City to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 7. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the City shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit F**, attached hereto and hereby made a part hereof. The City confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

*Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. _____*

D. If the City's own employees will be performing any of the Project work, the City may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 8. FEDERAL AID POLICY GUIDE

If the City will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

ARTICLE 9. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The City agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

ARTICLE 10. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO CITY; CITY'S PAYMENT OF BILLS

- A. The work to be performed by the Railroad, at the City's sole cost and expense, is described in the Summary Estimate marked **Exhibit E**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is One Hundred Forty-Four Thousand Two Hundred Eighty-One and No/Dollars (\$144,281.00).
- B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.
- C. The City acknowledges that the Estimate may not include any estimate of flagging or other protective service costs that are to be paid by the City or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the City or the Contractor as determined by the Railroad and the City. If it is determined that the Railroad will be billing the Contractor directly for such costs, the City agrees that it will pay, or cause to be paid, the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the City's receipt of notice of the Contractor's failure to pay.
- D. The Railroad shall send progressive billing to the City during the Project, and final billing to the City within one hundred eighty (180) days after receiving written notice from the City that all Project work affecting the Railroad's property has been completed.
- E. The City agrees to reimburse the Railroad within sixty (60) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement if not reimbursed through the Preliminary Engineering Agreement between the Railroad and the City dated January 27, 2014), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor),

procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

- F. Notwithstanding any other provision of the Agreement, subject to the requirements to pursue additional appropriations and the termination provisions set forth herein, the City's maximum payment obligation to the Railroad for Railroad work on the Project, including the Preliminary Engineering Agreement related to the Ped Bridge will not exceed One Hundred Forty-Four Thousand Two Hundred Eighty-One and No/Dollars (\$144,281.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services. Any services performed beyond those authorized as provided in this Agreement are performed at Railroad's risk. The City represents that it has appropriated the Maximum Contract Amount. Additionally, the City represents that, in addition to the Project costs required to fund the Project, the City will include in its construction contract with the Contractor (and will require its Contractor to be responsible for and include in its Project budget), the costs for Railroad plan review and inspection and flagging costs. The cost for Railroad plan review and inspection and flagging costs are currently estimated to be One Hundred Thirty-Six Thousand Seven Hundred and No/100 Dollars (\$136,700.00), which is equal to the sum of \$10,000.00 for plan review and inspection and \$126,700 for Railroad flagging (based on 100 days of flagging at \$1,267.00 per day).
- G. The City's payment obligation under this Agreement, 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, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- H. The Railroad understands and agrees that the provision of any services by the Railroad, which would cause the total amount payable to the Railroad to exceed the appropriated and encumbered funds, is strictly prohibited. If at any time during the term of this Agreement, either party determines that the Maximum Contract Amount may be insufficient to meet the City's obligations, City's Manager of Public Works shall promptly initiate and pursue the process for budgeting, authorizing and appropriating the additional amounts required. If a requested appropriation is denied by City Council, the parties shall meet in good faith during the sixty (60) days after such denial to resolve any outstanding issues impacting the funding requirements. In the event additional funds are not made available within such sixty (60) day period, the Railroad has the right to stop providing services until such time as additional funds are appropriated and encumbered the amounts necessary for completion of the Project (including without limitation any costs to be paid to the Railroad in connection therewith) or terminate this Agreement.

- I. 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 any pertinent books, documents, papers and records of the Railroad, involving transactions related to this Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

ARTICLE 11. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the City will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the City agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Licensee confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the City and not of the Railroad, and (ii) the City shall not delegate any ARRA reporting responsibilities to the Railroad. The City also confirms and acknowledges that (i) the Railroad shall provide to the City the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the City to perform and complete the ARRA reporting documents. The Railroad confirms that the City and the Federal Highway Administration shall have the right to audit the Railroad's billing and City documentation for the Project as provided in **Exhibit C** of this Agreement.

ARTICLE 12. INTENTIONALLY OMITTED

ARTICLE 13. EFFECTIVE DATE; TERM; TERMINATION IF PROJECT DOES NOT COMMENCE

- A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Bridge remains over the Railroad's property and within the Crossing Area (unless this Agreement is terminated earlier as provided herein).
- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the City in the event the City does not commence construction of the Project within twelve (12) months from the Effective Date.
- C. If the Agreement is terminated as provided above, or for any other reason, the City shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

ARTICLE 14. ABANDONMENT.

If City, its successors and assigns, shall abandon the Bridge, or any portion thereof, for the purpose set forth herein for a continuous period of twelve (12) months, then this Agreement and the rights granted herein may be terminated by Railroad with respect to the portion of the Bridge so abandoned.

ARTICLE 15. TERMINATION; WAIVER OF BREACH; TERM.

- A. Railroad may terminate this Agreement by giving City notice of termination if City defaults under any obligation of City under this Agreement or that certain 36th Street Yard Office Facility Property Agreement between the parties and dated as of even date herewith, if after written notice is given by Railroad to City specifying the default, City fails either to immediately begin to cure the default, or to complete the cure expeditiously but in any event within thirty (30) days after the default notice is given; provided, however, that if the nature of City's obligation is such that more than thirty (30) days is required for its performance, then City shall not be deemed to be in default, if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion. Without limiting the foregoing, the City shall be in default of this Agreement if the actual costs of the Project (which shall include all reimbursable costs by City to Railroad hereunder) exceed the Maximum Contract Amount, and, after pursuing additional appropriations as set forth in Article 10 City fails to fund such amounts in excess of the Maximum Contract Amount. A waiver by Railroad of a breach of any covenant or condition of this Agreement by City shall not impair the right of Railroad to avail itself of any subsequent breach thereof. If the City shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies hereunder, may perform any work which in the judgment of the Railroad is necessary to place the Bridge and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad employees; and the City will reimburse the Railroad for the expenses thereof.
- B. Railroad may also terminate this Agreement if, after giving written notice to City that safety and operational needs of Railroad are materially affected or impaired by City's use of the Bridge, Railroad and City cannot come to any mutual agreement or understanding as to how City, at City's sole cost and expense, will eliminate such material effect or impairment, or such material effect or impairment is not otherwise remedied or eliminated.
- C. This Agreement and the license and permission herein granted shall be effective as of the date first herein written, and shall remain in full force and effect until terminated as herein provided, or until the Bridge is abandoned as set forth in Article 14.
- D. The City will surrender peaceable possession of the Crossing Area upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

ARTICLE 16. REMOVAL OF BRIDGE UPON TERMINATION OR ABANDONMENT

Within ninety (90) days after termination of this Agreement or City's abandonment of the Bridge, the City, at its sole cost and expense, shall remove all of the Bridge and its improvements from the Railroad's right-of-way and restore the Crossing Area and such right-of-way to its original condition, failing in which Railroad may perform such activities at the expense of City.

ARTICLE 17. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Bridge shall not commence until Railroad and City agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 18. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. City shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and City.

ARTICLE 19. CONDITIONS TO BE MET BEFORE CITY CAN COMMENCE WORK

Neither the City nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and the City have executed this Agreement.
- (ii) The Railroad has provided to the City the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Any work by a Subcontractor performed on behalf or at the request of the Contractor shall not need a separate Contractor's Right of Entry Agreement.

ARTICLE 20. ENTIRE AGREEMENT

This Agreement, the Preliminary Engineering Agreement and the Permanent Easement constitute the "Entire Agreement" and any pre-existing understandings or agreements between the City and the Railroad regarding the Crossing Area shall terminate. The terms and conditions of this Entire Agreement shall govern the use, maintenance and repair of the Bridge.

ARTICLE 21. COUNTERPARTS, ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

This Agreement may be executed in counterparts, each of which shall be deemed to an original, but all of which shall together constitute one and the same document. Facsimile signatures shall be accepted as originals. The parties consent to the use of electronic signatures by the City. The Agreement and any other documents requiring a signature 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 this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By _____



DANIEL LEIS

General Director Real Estate

ATTEST:

CITY AND COUNTY OF DENVER

DEBRA JOHNSON, Clerk and
Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
Mayor

APPROVED AS TO FORM:

D. SCOTT MARTINEZ, City Attorney
for the City and County of Denver

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Auditor

"CITY"

EXHIBIT A

To Pedestrian Bridge Crossing Agreement

Railroad's Location Print

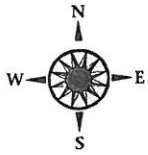
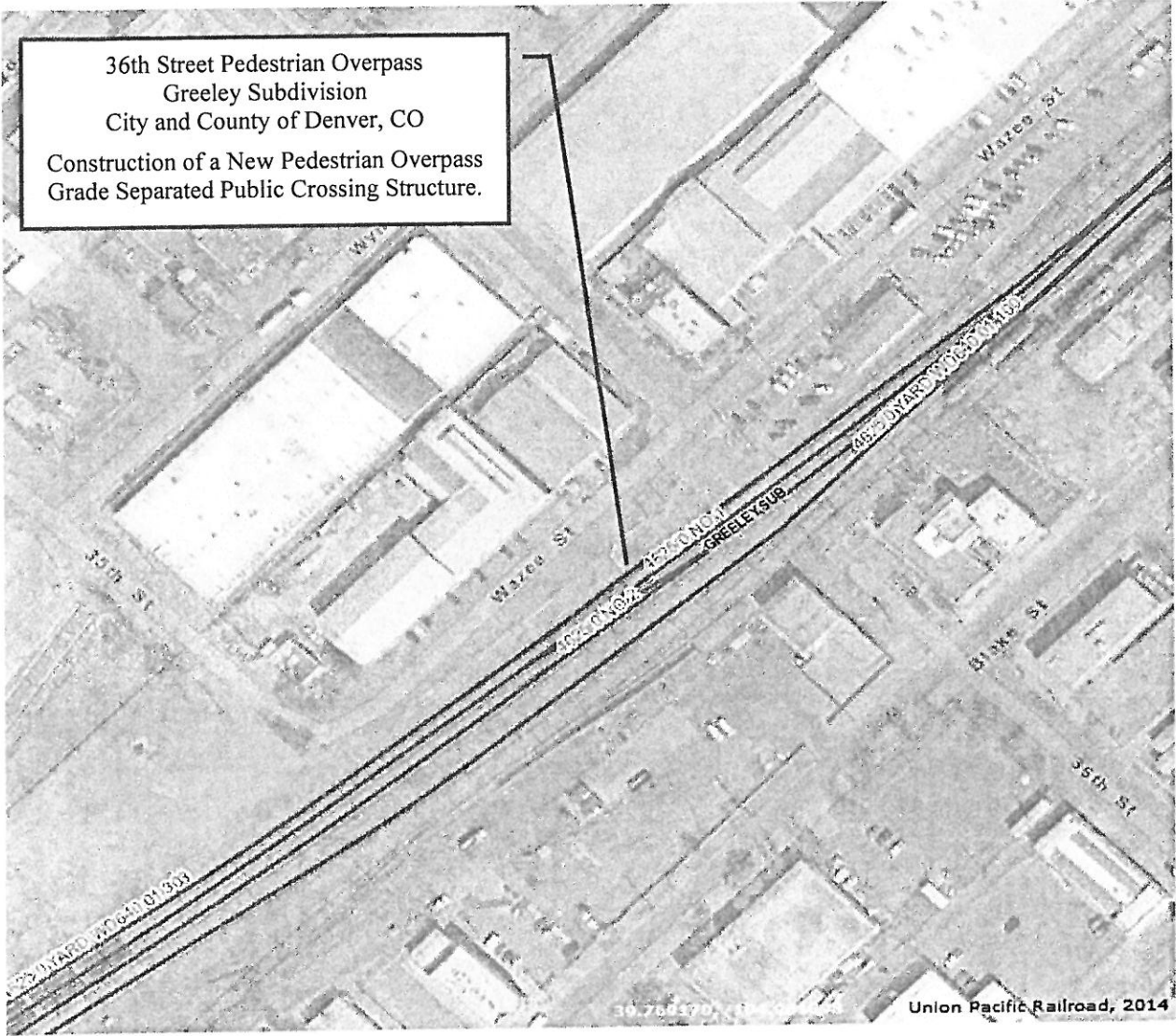


EXHIBIT "A"

RAILROAD LOCATION PRINT

ACCOMPANYING A

NEW PEDESTRIAN BRIDGE OVERPASS CROSSING AGREEMENT



UNION PACIFIC RAILROAD COMPANY

GREELEY SUBDIVISION
CITY AND COUNTY OF DENVER, CO

To accompany a New Pedestrian Crossing Agreement with the
CITY AND COUNTY OF DENVER

Folder No. _____

Date: September 26, 2014

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN
ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT A-1

To Pedestrian Bridge Crossing Agreement

Cover Sheet for the
Crossing Area

"A-1"

EXHIBIT
Permanent Easement Number: PE-A21
PAGE 1 OF 2
MAY 08, 2014

Crossing Area

A TRACT OF LAND CONTAINING 4,492 SQUARE FEET, MORE OR LESS, LOCATED WITHIN A PORTION OF LOT'S 4 AND 6 AND ALL OF LOT 5, BLOCK 11, IRONTON, ALSO IN THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY PROPERTY LINE OF A PARCEL OF LAND DESCRIBED AS RTD PARCEL EC-9R RECORDED AT RECEPTION NO. 2011147287, CITY AND COUNTY OF DENVER RECORDS, FROM WHENCE THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS N89°13'33"W, A DISTANCE OF 647.95 FEET;

THENCE N45°03'55"W, A DISTANCE OF 123.46 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WAZEE ST. (80' R.O.W.);

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF WAZEE ST. N44°54'07"E, A DISTANCE OF 36.00 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF WAZEE ST. S45°03'55"E, A DISTANCE OF 125.89 FEET TO SAID NORTHWESTERLY PROPERTY LINE OF LAND DESCRIBED AS RTD PARCEL EC-9R RECORDED AT RECEPTION NO. 2011147287, CITY AND COUNTY OF DENVER RECORDS;

THENCE ALONG SAID NORTHWESTERLY PROPERTY LINE AND THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 934.00 FEET, A CENTRAL ANGLE OF 02°12'49", A CHORD BEARING S48°45'49"W, A DISTANCE OF 36.08 FEET WITH AN ARC LENGTH OF 36.08 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINS 4,492 SQUARE FEET OR 0.103 ACRES, MORE OR LESS.

BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON A LINE BETWEEN THE SOUTHWEST CORNER OF SECTION 23, T.3S., R.68W., 6TH P.M. (FOUND STONE) AND THE WEST ONE-QUARTER CORNER OF SECTION 23, T.3S., R.68W., 6TH P.M. (FOUND 3-1/2" ALUMINUM CAP STAMPED "PLS 24961, 2008) HAVING A BEARING OF N00°03'50"E.

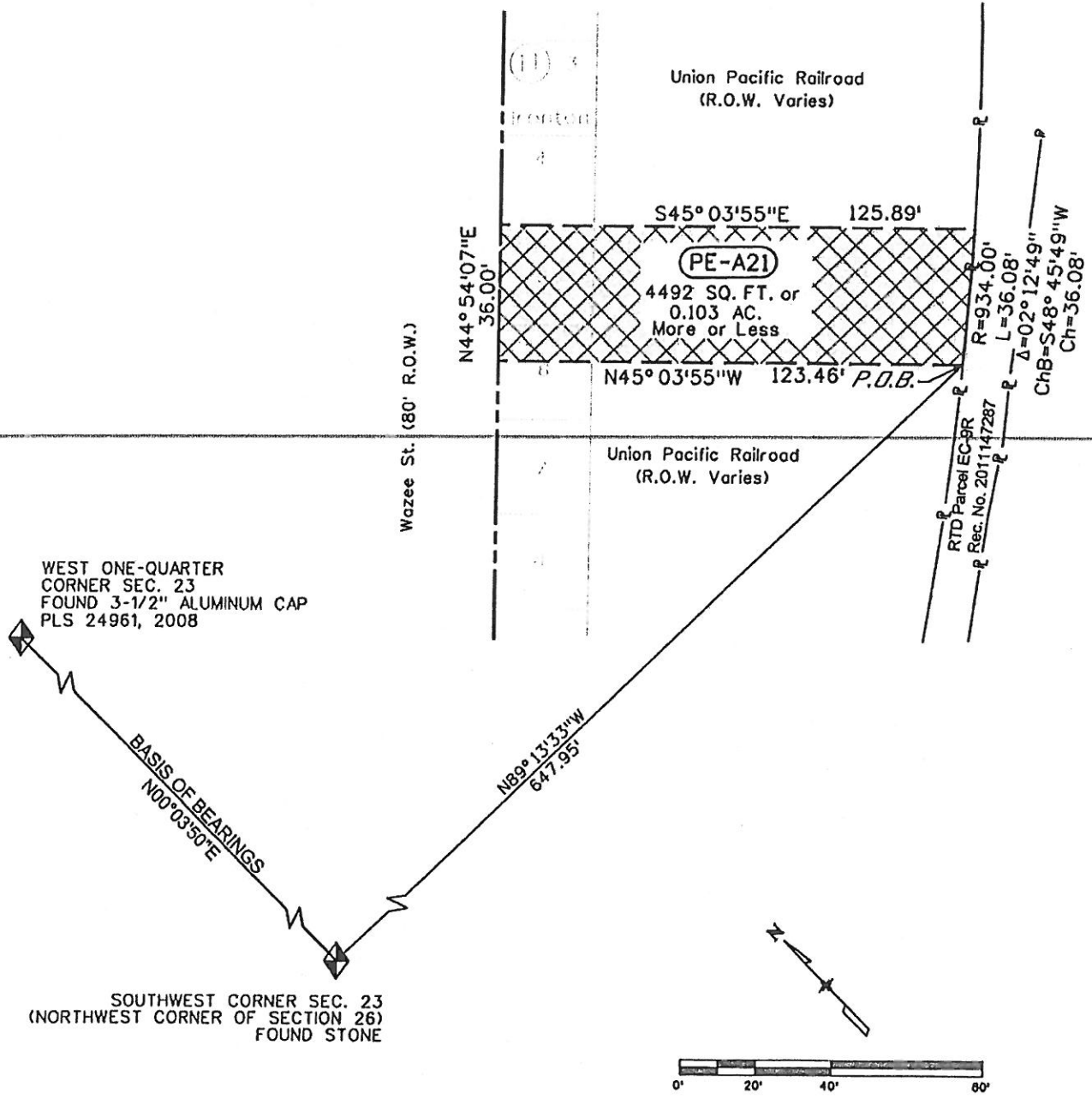
PREPARED BY: RICHARD D. MUNTEAN, CO PLS 38189
FOR AND ON BEHALF OF:
105 WEST, INC.
2140 S. IVANHOE ST., STE G5
DENVER, CO 80222



EXHIBIT A-1

THIS EXHIBIT IS A GRAPHIC DEPICTION OF THE PARCEL DESCRIBED ON THE ATTACHED LEGAL DESCRIPTION AND IS NOT INTENDED TO INCLUDE SURVEY PLAT REQUIREMENTS AS DEFINED IN CRS 38-51-106.

Shawn 2:07:57 PM P:\105 West Projects\129-0003 - 38th & Blake Topo\ROW_Survey\Drawings\Legals\AdditionalLegals and Exhibits - TK01, PE-A21, PE-A22, TE21, and TE22\PE-A21\PE-A21.dgn



Crossing Area

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Job No.: 129-0003
Scale: 1" = 40'
Date: May 08, 2014
Page 2 of 2
Drawn By: SDB

PERMANENT EASEMENT NO. PE-A21
 A PART OF BLOCK 11, LOTS 4-6, IRONTON
 SECTION 23, T. 3 S., R. 68 W., 6TH P.M.
 CITY & COUNTY OF DENVER, COLORADO

105WEST
 INCORPORATED
 2140 S. Ivanhoe St., STE G5
 Denver, CO 80222

EXHIBIT A-2

To Pedestrian Bridge Crossing Agreement

Temporary License Area 21

LICENSE AREA

"A-2"

EXHIBIT ~~2A~~

Temporary Easement Number: ~~TE~~-21

PAGE 1 OF 2

MAY 08, 2014

TLA

A TRACT OF LAND CONTAINING 17,740 SQUARE FEET, MORE OR LESS, LOCATED WITHIN A PORTION OF LOT 4 AND ALL OF LOT'S 5-10, BLOCK 11, IRONTON, ALSO IN THE NORTHWEST ONE-QUARTER OF SECTION 26 AND THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY PROPERTY LINE OF A PARCEL OF LAND DESCRIBED AS RTD PARCEL EC-9R RECORDED AT RECEPTION NO. 2011147287, CITY AND COUNTY OF DENVER RECORDS, FROM WHENCE THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS N86°09'24"W, A DISTANCE OF 609.10 FEET;

THENCE N82°35'50"W, A DISTANCE OF 147.94 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WAZEE ST. (80' R.O.W.);

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF WAZEE ST. N44°54'07"E, A DISTANCE OF 191.49 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF WAZEE ST. S45°03'55"E, A DISTANCE OF 126.42 FEET TO SAID NORTHWESTERLY PROPERTY LINE OF LAND DESCRIBED AS RTD PARCEL EC-9R RECORDED AT RECEPTION NO. 2011147287, CITY AND COUNTY OF DENVER RECORDS;

THENCE ALONG SAID NORTHWESTERLY PROPERTY LINE AND THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 934.00 FEET, A CENTRAL ANGLE OF 06°14'46", A CHORD BEARING S50°00'09"W, A DISTANCE OF 101.77 FEET WITH AN ARC LENGTH OF 101.82 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINS 17,740 SQUARE FEET OR 0.407 ACRES, MORE OR LESS.

BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON A LINE BETWEEN THE SOUTHWEST CORNER OF SECTION 23, T.3S., R.68W., 6TH P.M. (FOUND STONE) AND THE WEST ONE-QUARTER CORNER OF SECTION 23, T.3S., R.68W., 6TH P.M. (FOUND 3-1/2" ALUMINUM CAP STAMPED "PLS 24961, 2008) HAVING A BEARING OF N00°03'50"E.

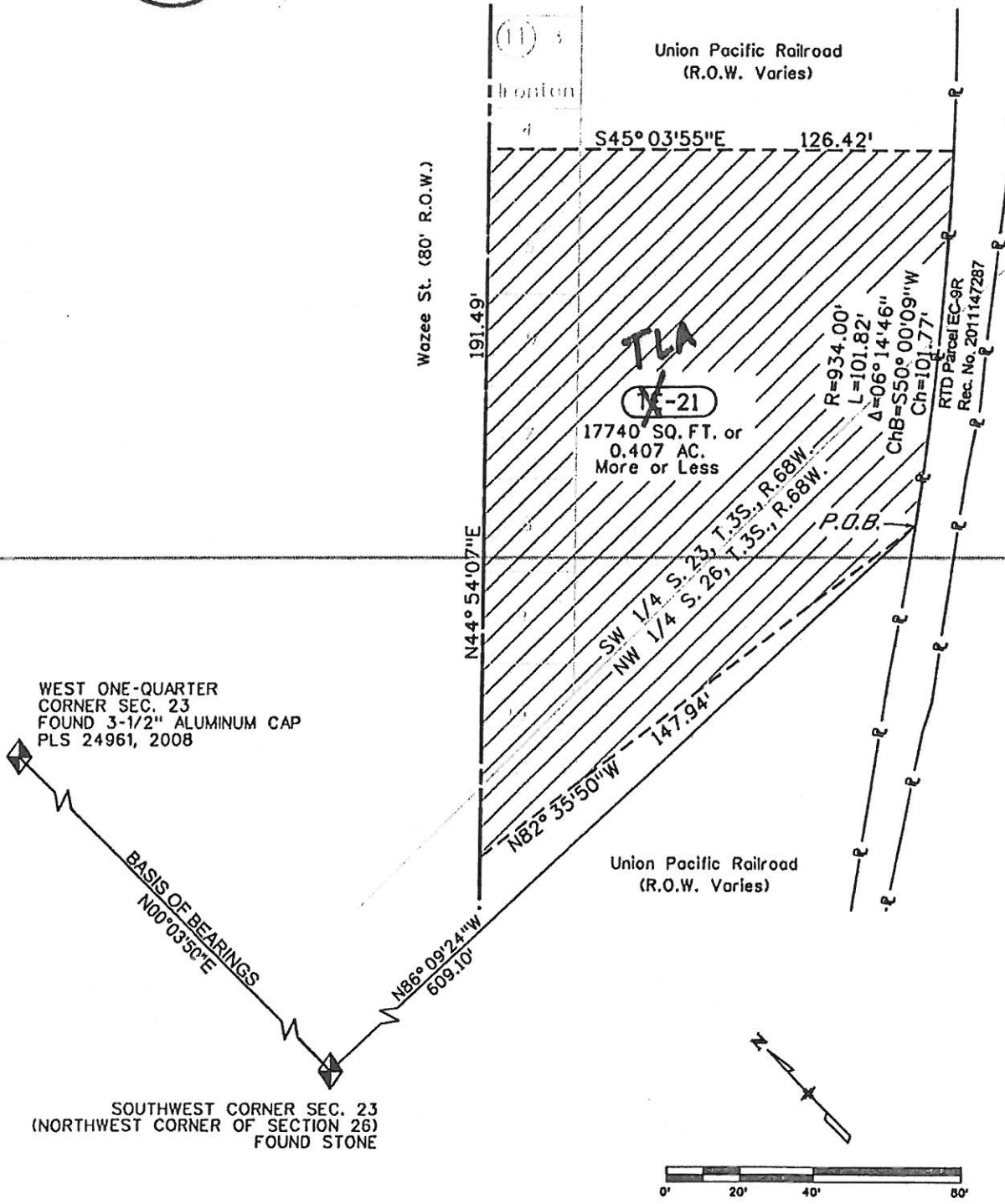
PREPARED BY: RICHARD D. MUNTEAN, CO PLS 38189
FOR AND ON BEHALF OF:
105 WEST, INC.
2140 S. IVANHOE ST., STE G5
DENVER, CO 80222



EXHIBIT **A-2**

THIS EXHIBIT IS A GRAPHIC DEPICTION OF THE PARCEL DESCRIBED ON THE ATTACHED LEGAL DESCRIPTION AND IS NOT INTENDED TO INCLUDE SURVEY PLAT REQUIREMENTS AS DEFINED IN CRS 38-51-106.

Shawn 2:04:48 PM P:\105 West Projects\129-0003 - 38th & Blake Topo\RDW_Survey\Drawings\Legals\AdditionalLegals and Exhibits - TK01, PEA21, PEA22, TE21, and TE22\TE-21\TE-21.dgn



WEST ONE-QUARTER
CORNER SEC. 23
FOUND 3-1/2" ALUMINUM CAP
PLS 24961, 2008

SOUTHWEST CORNER SEC. 23
(NORTHWEST CORNER OF SECTION 26)
FOUND STONE

BASIS OF BEARINGS
N00°03'50"E



LICENSE AREA
TLA

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Job No.: 129-0003
Scale: 1" = 40'
Date: May 08, 2014
Page 2 of 2
Drawn By: SDB

TEMPORARY EASEMENT NO. ~~TK~~-21
A PART OF BLOCK 11, LOTS 4-10, IRONTON
SECTIONS 23 & 26, T. 3 S., R. 68 W., 6TH P.M.
CITY & COUNTY OF DENVER, COLORADO

105WEST
INCORPORATED
2140 S. Ivanhoe St., STE G5
Denver, CO 80222

EXHIBIT A-3

To Pedestrian Bridge Crossing Agreement

Temporary License Area 23

LICENSE AREA

EXHIBIT 'W' "A-3"
Temporary Easement Number: DE-23
PAGE 1 OF 2 TLA
AUGUST 11, 2014

A TRACT OF LAND CONTAINING 3,419 SQUARE FEET, MORE OR LESS, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 23 AND NORTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WAZEE ST. (80' R.O.W.), FROM WHENCE THE SOUTHWEST CORNER OF SAID SECTION 23 BEARS S82°13'27"W, A DISTANCE OF 563.65 FEET;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF WAZEE ST. (80' R.O.W.) S44°54'07"W, A DISTANCE OF 84.05;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF WAZEE ST. S51°44'06"W, A DISTANCE OF 139.74 FEET;

THENCE S45°13'32"W, A DISTANCE OF 72.33 FEET;

THENCE S51°44'06"W, A DISTANCE OF 47.47 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 35TH ST. (80' R.O.W.);

THENCE CONTINUING S51°44'06"W, A DISTANCE OF 10.07 FEET;

THENCE N45°05'53"W, A DISTANCE OF 39.45 FEET;

THENCE N44°54'07"E, A DISTANCE OF 10.00 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 35TH ST. (80' R.O.W.);

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 35TH ST. (80' R.O.W.), S45°05'53"E, A DISTANCE OF 30.58 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF 35TH ST., N51°44'06"E, A DISTANCE OF 48.10 FEET;

THENCE N45°13'32"E, A DISTANCE OF 72.33 FEET;

THENCE N51°44'06"E, A DISTANCE OF 223.76 FEET TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF WAZEE ST. (80' R.O.W.), AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINS 3,419 SQUARE FEET OR 0.078 ACRES, MORE OR LESS.

BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON A LINE BETWEEN THE SOUTHWEST CORNER OF SECTION 23, T.3S., R.68W., 6TH P.M. (FOUND STONE) AND THE WEST ONE-QUARTER CORNER OF SECTION 23, T.3S., R.68W., 6TH P.M. (FOUND 3-1/2" ALUMINUM CAP STAMPED "PLS 24961, 2008) HAVING A BEARING OF N00°03'50"E.

PREPARED BY: RICHARD D. MUNTEAN, CO PLS 38189
FOR AND ON BEHALF OF:
105 WEST, INC.
2140 S. IVANHOE ST., STE G5
DENVER, CO 80222

DRAFT

EXHIBIT **A-3**

THIS EXHIBIT IS A GRAPHIC DEPICTION OF THE PARCEL DESCRIBED ON THE ATTACHED LEGAL DESCRIPTION AND IS NOT INTENDED TO INCLUDE SURVEY PLAT REQUIREMENTS AS DEFINED IN CRS 38-51-106.

Shawn 2:16:52 PM P:\105 West Projects\129-0003 - 38th & Blake Topo\RDW_Survey\Drawings\Legals\Additional Legals and Exhibits - TE23 and TE24\TE 23\TE-23.dgn

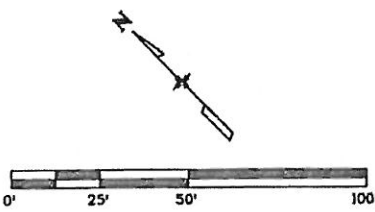
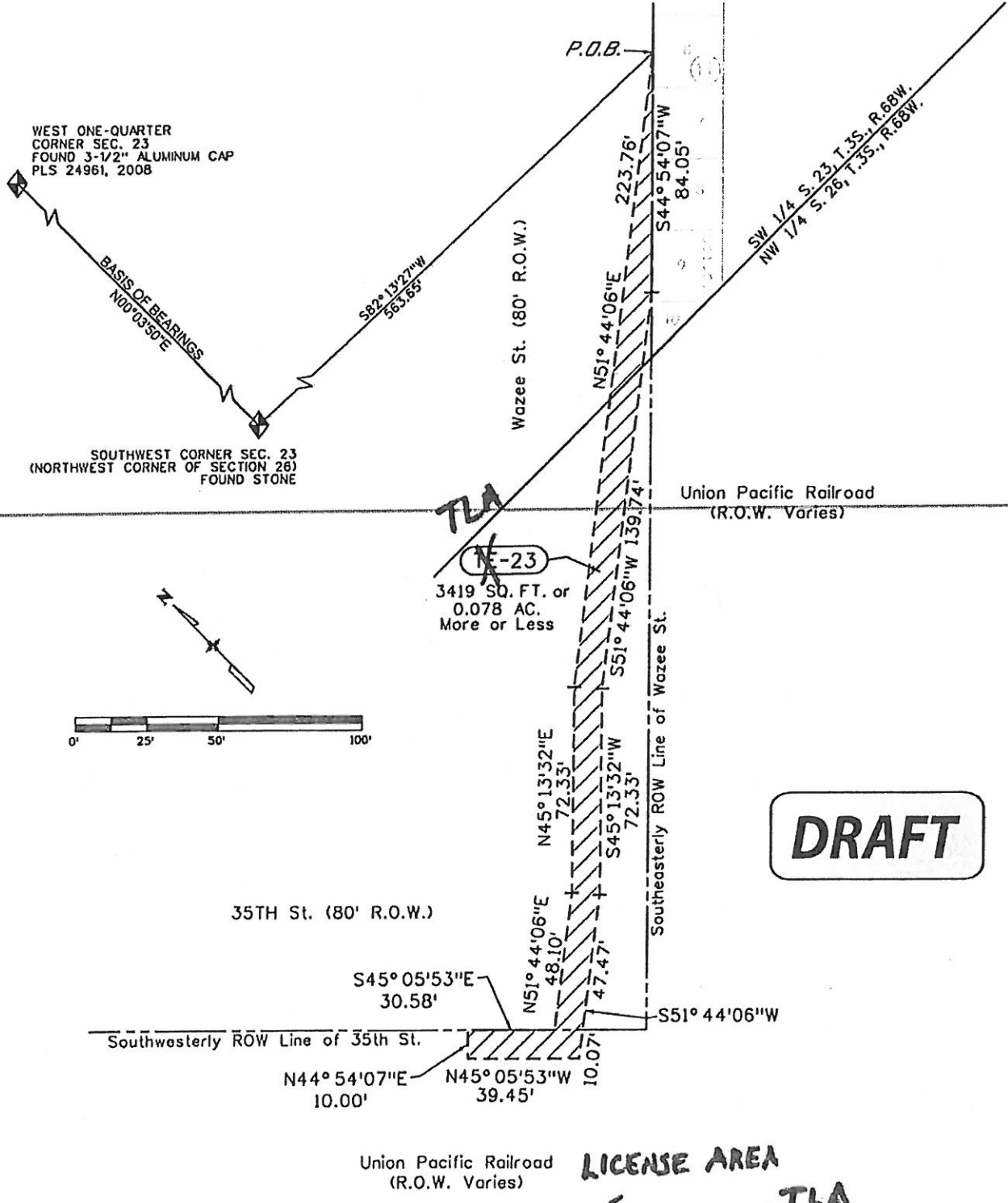


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Job No.: 129-0003
Scale: 1" = 50'
Date: August 11, 2014
Page 2 of 2
Drawn By: SDB

TEMPORARY EASEMENTS NO. ~~TE-23~~
SECTIONS 23 & 26, T. 3 S., R. 68 W., 6TH P.M.
CITY & COUNTY OF DENVER, COLORADO

105WEST
INCORPORATED
2140 S. Ivanhoe St., STE G5
Denver, CO 80222