

**AMENDED AND RESTATED DENVER UNION STATION PLAN OF DEVELOPMENT COOPERATION  
AGREEMENT**

THIS AMENDED AND RESTATED DENVER UNION STATION PLAN OF DEVELOPMENT COOPERATION AGREEMENT (the “Agreement”) is entered into as of this \_\_\_\_\_ day of 2017 by and between the DENVER DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate duly organized and existing as a downtown development authority under the laws of the State of Colorado (“DDA”) and the CITY AND COUNTY OF DENVER, a municipal corporation organized and operating as a home-rule city under the laws of the State of Colorado (“City”).

**RECITALS**

WHEREAS, the City is a home-rule city and a municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the Charter of the City (“Charter”); and

WHEREAS, the DDA is a body corporate and has been duly created, organized, established and authorized by the City and the qualified electors to transact business and exercise its powers as a downtown development authority, all under and pursuant to the Colorado Downtown Development Authority Act, Section 31-25-801 *et seq.*, Colorado Revised Statutes (“DDA Act”), Ordinance No. 400, Series of 2008 of the City (“DDA Creation Ordinance”) and the Plan of Development for Denver Union Station ( the “DUS Plan”); and

WHEREAS, the Denver City Council approved the DUS Plan and created the DUS Plan Area, as hereinafter defined, on December 22, 2008, by Ordinance No. 723, Series of 2008 (“DUS Plan Ordinance”); and

WHEREAS, the City has established the DDA and through the DUS Plan authorized the capture of incremental increases in property and sales tax revenues within the DUS Plan Area to be used for the public improvements relating to the Denver Union Station project; and

WHEREAS, the transportation and other public improvements in the Denver Union Station project will provide numerous long-term sustainable public benefits to Denver and the region; and

WHEREAS, the City and the DDA have previously entered into the Denver Union Station Plan of Development Cooperation Agreement, dated as of the 5<sup>th</sup> day of May, 2009, as amended by the First Amendment dated as of July 6, 2010 (the “Original Agreement”); and

WHEREAS, pursuant to Ordinance No. 334, Series of 2008, the City Council authorized the creation of the Denver Union Station Project Authority (“DUSPA”) for the purpose of financing the Denver Union Station project; and

WHEREAS, DUSPA has financed the Denver Union Station project pursuant to two loans (the “DUSPA Loans”) obtained by DUSPA (a) entering into a Loan Agreement dated as of July 23, 2010 (the “TIFIA Loan Agreement”) pursuant to which the U.S. Department of Transportation, acting through the Federal Highway Administrator (the “TIFIA Lender”) agreed to lend DUSPA up to \$145,600,000 and (b) entering into a Loan Agreement

dated as of July 23, 2010 (the “RRIF Loan Agreement”) pursuant to which the U.S. Department of Transportation, acting through the Federal Railroad Administrator (the “RRIF Lender”) agreed to lend DUSPA up to \$155,000,000; and

WHEREAS, to provide a portion of the revenues for the repayment of the DUSPA Loans, the City entered into the Original Agreement with the DDA pursuant to which the City agreed to pay certain incremental tax revenues to the DDA and the DDA entered into the Denver Union Station Tax Increment Pledge Agreement dated as of July 16, 2010 (the “Pledge Agreement”) with DUSPA and Zions National Bank, acting as trustee (the “Trustee”) pursuant to which the DDA agreed to pay such incremental tax revenues to the Trustee; and

WHEREAS, to provide additional security for repayment of the DUSPA Loans, the City entered into the Contingent Commitment and Services Agreement dated as of July 16, 2010 (the “Contingent Commitment Agreement”) with DUSPA and the Trustee; and

WHEREAS, to provide a portion of the revenues for the repayment of the DUSPA Loans, the Regional Transportation District (“RTD”) entered into the DUSPA/RTD Funding Agreement dated as of February 1, 2010 (the “RTD Funding Agreement”) with DUSPA pursuant to which RTD agreed to pay approximately \$12,000,000 annually; and

WHEREAS, in order to pay the DUSPA Loans in full and achieve interest rate savings, DUSPA operational savings and other economies (the “Refunding Project”), it has been proposed that (a) RTD issue sales tax revenue bonds to refinance its obligations under the RTD Funding Agreement and to pay a portion of the amounts outstanding pursuant to the DUSPA Loans and (b) the City enter into a loan agreement (the “2017 Loan Agreement”) with Compass Bank, Compass Mortgage Corporation and U.S. Bank National Association to pay the balance of the amounts due pursuant to the DUSPA Loans; and

WHEREAS, as part of the Refunding Project it is necessary to amend and restate the Original Agreement by the City and the DDA entering into this Agreement; and

WHEREAS, the Parties acknowledge that each of DUS District Nos. 2 and 3 certified in 2016 a debt service mill levy of 20 mills for collection in 2017, which is 5 mills greater than the DUS Project Mill Levy required to be imposed under the DUS Districts Pledge Agreement, and that revenues derived from such 5 mills are within the definition of and shall be remitted by the DDA to each of DUS District Nos. 2 and 3, as applicable, together with other DUS Districts Non-Pledged Property Tax Increment Revenues, in accordance with the terms of that certain Amended and Restated DDA/DUS District Nos. 1-5 Cooperation and Pledge Agreement by and among the DDA and the DUS Districts, dated as of \_\_\_\_\_, 2017; and.

WHEREAS, both the DDA Act and Section 18, Article XIV of the Colorado Constitution and the City's Charter authorize the City and the DDA to enter into cooperative agreements such as this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the benefits of which will inure to each party and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the DDA and the City agree as follows:

**ARTICLE I**  
**DEFINITIONS**

Section 1.1 Definitions. The terms defined in the recitals of this Agreement shall have the meanings set forth therein wherever used in this Agreement. In addition, for all purposes of this Agreement, the following terms shall have the meanings set forth below.

“City Code” means the Denver Revised Municipal Code as may be amended from time to time.

“Cherry Creek Subarea BID” means the Cherry Creek Subarea Business Improvement District, a quasi-municipal corporation and political subdivision of the State, and its permitted successors and assigns.

“Cherry Creek Subarea BID Cooperation Agreement” means the Cherry Creek Subarea Business Improvement District Cooperation Agreement approved as of \_\_\_\_\_, 2010, to be effective as of January 1, 2010, by and between the DDA and the Cherry Creek Subarea Business Improvement District, as the same may be amended or supplemented from time to time.

“Cherry Creek Subarea BID Property Tax Increment Revenues” means Property Tax Increment Revenue produced by the Property Tax imposed by the Cherry Creek Subarea BID.

“CPV Metropolitan District” means the Central Platte Valley Metropolitan District, a quasi-municipal corporation and political subdivision of the State, created pursuant to Section 32-1-101, *et. seq.*, C.R.S., and its permitted successors and assigns.

“CPV Metropolitan District Cooperation Agreement” means the CPV Metropolitan District Cooperation Agreement approved as of May 1, 2009, to be effective as of January 1, 2009, by and between the DDA and the CPV Metropolitan District, as the same may be amended or supplemented from time to time.

“CPV Metropolitan District Property Tax Increment Revenues” means the Property Tax Increment Revenue produced by the Property Tax imposed by the CPV Metropolitan District.

“DDA Creation Ordinance” means City Ordinance No. 400, Series of 2008 adopted by the City Council.

“DDA/DUS Districts Cooperation and Pledge Agreement” means the Amended and Restated DDA/DUS Metropolitan District Nos. 1-5 Cooperation and Pledge Agreement approved as of \_\_\_\_, 2017, to be effective as of February [8], 2017, by and between the DDA and the DUS Districts, as the same may be amended or supplemented from time to time.

“DUS District No. 1” means DUS Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State, created pursuant to Section 32-1-101, et. seq., C.R.S., and its successors and assigns.

“DUS District No. 2” means DUS Metropolitan District No. 2, a quasi-municipal corporation and political subdivision of the State, created pursuant to Section 32-1-101, et. seq., C.R.S., and its successors and assigns.

“DUS District No. 3” means DUS Metropolitan District No. 3, a quasi-municipal corporation and political subdivision of the State, created pursuant to Section 32-1-101, et. seq., C.R.S., and its successors and assigns.

“DUS District No. 4” means DUS Metropolitan District No. 4, a quasi-municipal corporation and political subdivision of the State, created pursuant to Section 32-1-101, et. seq., C.R.S., and its successors and assigns.

“DUS District No. 5” means DUS Metropolitan District No. 5, a quasi-municipal corporation and political subdivision of the State, created pursuant to Section 32-1-101, et. seq., C.R.S., and its successors and assigns.

“DUS Districts” means, collectively, DUS District Nos. 1 to 5.

“DUS Districts Nos. 1 to 3” means, collectively, DUS District No. 1, DUS District No. 2 and DUS District No. 3.

“DUS Districts Pledge Agreement” means the DUS Project Mill Levy Pledge Agreement dated as of \_\_\_\_\_, 2017 among the DUS Districts Nos. 1 to 3, the City, Compass Bank, Compass Mortgage Corporation and U.S. Bank National Association, as the same may be amended or supplemental from time to time.

“DUS Districts Non-Pledged Property Tax Increment Revenues” means the Property Tax Increment Revenue generated from (i) ad valorem property taxes imposed by DUS District No. 2 and DUS District No. 3 in excess of the DUS Project Mill Levy and (ii) any ad valorem property taxes imposed by DUS District No. 4 and DUS District No. 5.

“DUS Plan” means the Denver Union Station Plan of Development dated November 25, 2008 and approved by the City Council on December 22, 2008 by the DUS Plan Ordinance, as such DUS Plan may be amended from time to time.

“DUS Plan Area” means the area described in Exhibit A attached hereto and incorporated herein.

“DUS Project Mill Levy” has the meaning assigned to it in the DUS Districts Pledge Agreement.

“DUSPA” means Denver Union Station Project Authority, a Colorado nonprofit corporation and instrumentality of the City.

“Property Tax” means the levy on real and personal property at the rate fixed each year by the governing body of a taxing jurisdiction.

“Property Tax Base Amount” means such amount as shall be certified by the County Assessor as the valuation for assessment of all taxable property within the DUS Plan Area last certified by the County Assessor prior to the adoption of the DUS Plan, as such amount may be proportionately adjusted for general reassessments in accordance with Colorado law, which amount as of the date of this Agreement is \$50,868,374.

“Property Tax Increment Area” means the area more particularly described on Exhibit B, attached hereto and incorporated herein, as the same may be amended from time to time.

“Property Tax Increment Revenue” means the Property Tax Revenue in excess of an amount equal to the ad valorem property taxes produced by the levy at the rates fixed for such year by or for the governing bodies of the various taxing jurisdictions within or overlapping the DUS Plan Area upon a valuation for assessment equal to the Property Tax Base Amount.

“Property Tax Revenue” means, for each calendar year, that portion of ad valorem property taxes produced by the levy at the rates fixed each year by or for the governing bodies of the various taxing jurisdictions within or overlapping the DUS Plan Area upon that portion of the valuation for assessment of all taxable property within the DUS Plan Area; provided, however, that such revenue shall be reduced by any lawful collection fee charged by the City; and provided further, however, that in the event of a general reassessment of taxable property in the DUS Plan Area, the valuation for assessment of taxable property within the DUS Plan Area shall be proportionately adjusted in accordance with such general reassessment.

“Sales Tax” means the sales tax imposed by the City from time to time on the retail sale of taxable goods and services, excluding (a) that portion of the Sales Tax imposed pursuant to Section 53-27 of the City Code on food and beverages not exempt from taxation under Section 53-26(8) of the City Code, at the rate of one-half percent (0.5%) of the purchase price; (b) that portion of the Sales Tax imposed pursuant to Section 53-27 of the City Code on the short-term rental of automotive vehicles, at the rate of seven and one-quarter percent (7.25%) of the rentals paid or purchase price; (c) that portion of the Sales Tax imposed pursuant to Section 53-27 of the City Code on all taxable sales of commodities or services, except on certain commodities or services listed in Section 53-27(b) of the City Code, at the rate of fifteen one-hundredths of one percent (.15%) for the sole purpose of funding the Denver Preschool Program; and (d) any increased portion of the Sales Tax, if any, designated by ordinance by the City after January 1, 2009 for specific purposes.

“Sales Tax Base Amount” means such amount as may be lawfully determined to be the total collections of Sales Tax (net of vendor’s fees) within the DUS Plan Area in the twelve month period ending on the last day of the month prior to the effective date of the approval of the DUS Plan, as such amount may

be proportionately adjusted for an increase in the Sales Tax rate or a change of the vendor's fee in accordance with Colorado law, which as of the date of this Agreement is \$3,123.00.

“Sales Tax Increment Revenue” means the Sales Tax Revenue in excess of the Sales Tax Base Amount.

“Sales Tax Revenue” means, for each calendar year, all of the proceeds of the Sales Tax (net of vendor's fees) collected within the DUS Plan Area for such calendar year after deduction of the proportionate share of the reasonable and necessary costs and expenses of collecting and enforcing the Sales Tax attributable to the DUS Plan Area, including the pro-rata share of uncollectible Sales Tax Revenues to be absorbed by the DDA for such calendar year as set forth in the Cooperation Agreement.

## **ARTICLE II**

### **TAX INCREMENT REVENUES**

Section 2.1 Tax Increment Revenues. As required by Section 9.b. of the DUS Plan, it is agreed that the Sales Tax Increment Revenue and Property Tax Increment Revenue shall be as defined herein.

Section 2.2 Payment of Certain Property Tax Increment Revenue to the DDA. In order to assist the DDA in making payments to the CPV Metropolitan District, the Cherry Creek Subarea BID and the DUS Districts in the time and manner as set forth in the CPV Metropolitan District Cooperation Agreement, the Cherry Creek Subarea BID Cooperation Agreement or DDA/DUS Districts Cooperation and Pledge Agreement, respectively, the City will monthly remit to the DDA the CPV Metropolitan District Property Tax Increment Revenues, the Cherry Creek Subarea BID Property Tax Increment Revenues and the DUS Districts Non-Pledged Property Tax Increment Revenues. The City shall also provide to the DDA the following information: total assessed value of all taxable real and personal property within each of the CPV Metropolitan District, the Cherry Creek Subarea BID and the DUS Districts; mill levy attributable to each such district; the total Property Tax Revenue attributable to each district, and the amount of any collection fee of the City attributable to each district. The City hereby irrevocably pledges to the DDA the CPV Metropolitan District Property Tax Increment Revenues, the Cherry Creek Subarea BID Property Tax Increment Revenues and the DUS Districts Non-Pledged Property Tax Increment Revenues. The DDA agrees that it shall pay or direct the City Treasurer to pay the CPV Metropolitan District Property Tax Increment Revenues as required by the CPV Metropolitan District Cooperation Agreement. The DDA agrees that it shall pay or direct the City Treasurer to pay the Cherry Creek Subarea BID Property Tax Increment Revenues as required by the Cherry Creek Subarea BID Cooperation Agreement. The DDA agrees that it shall pay or direct the City Treasurer to pay the DUS Districts Non-Pledged Property Tax Increment Revenues as required by the DDA/DUS Districts Cooperation and Pledge Agreement.

**ARTICLE III**  
**TAX INCREMENT TERM**

Section 3.1 Term of the Payments Pursuant to This Agreement. Payment of CPV Metropolitan District Property Tax Increment Revenue to the DDA shall cease on the earlier of (i) the termination of the CPV Metropolitan District Cooperation Agreement or (ii) midnight on December 23, 2038 (“CPV Tax Increment Term”). Payment of the Cherry Creek Subarea BID Property Tax Increment Revenue to the DDA shall cease on the earlier of (i) the termination of the Cherry Creek Subarea BID Cooperation Agreement or (ii) midnight on December 23, 2038 (“BID Tax Increment Term”). Payment of the DUS Districts Non-Pledged Property Tax Increment Revenues to the DDA shall cease on the earlier of (i) the termination of the the DDA/DUS Districts Cooperation and Pledge Agreement or (ii) midnight on December 23, 2038 (“DUS Districts Tax Increment Term”). Upon expiration of the CPV Tax Increment Term, the BID Tax Increment Term and the DUS Districts Tax Increment Term, the City’s obligations to make payments to the DDA pursuant to Section 2.2 hereof shall terminate.

**ARTICLE IV**  
**MISCELLANEOUS**

Section 4.1 Amendments and Waivers. No amendment or waiver of any provision of this Agreement, nor consent to any departure herefrom, in any event shall be effective unless the same shall be in writing and executed by the parties hereto, and consented by the Required Lenders (as defined in the 2017 Loan Agreement), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Agreement may be modified, amended, changed or terminated, in whole or in part, without City Council approval unless City Council approval is required by the City Charter.

Section 4.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and shall be subject to the limitations, if any, that are applicable under the Charter or ordinances of the City.

Section 4.3 Headings. Section headings in this Agreement are included herein for the convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 4.4 Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or place of authorization without affecting the validity, enforceability or legality of such provisions in any other jurisdiction.

Section 4.5 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 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 the City: Mayor  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

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

Manager of Finance  
201 W. Colfax Ave., Dept. 1010  
Denver, Colorado 80202

If to DDA: Chair  
Board of Directors  
c/o Manager of Finance  
201 W. Colfax Ave., Dept. 1010  
Denver, Colorado 80202

Section 4.6 Third-Party Beneficiaries. It is the intent of the parties that no third-party beneficiary interest is created in this Agreement, except for the Administrative Agent and Lenders (each as defined in the 2017 Loan Agreement) and each of CPV Metropolitan District, the Cherry Creek Subarea BID and the DUS Districts with respect to the obligations of the City and the DDA as set forth in Section 2.2. 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.

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

Section 4.08 No Personal Liability. No elected official, director, officer, agent or employee of the City or the DDA 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.

Section 4.09 Approval under DUS Plan. This Agreement constitutes the approval required under Section 2.b.(i) of the DUS Plan.

Section 4.10 Examination of Records. The DDA agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under



this Agreement, have access to and the right to examine any books, documents, papers and records of the DDA, involving transactions related to this Agreement.

Section 4.11 Effective Date; Original Agreement. This Agreement shall take effect on the date first written above. This Agreement replaces the Original Agreement which shall be of no force and effect on or after the effective date of this Agreement.

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IN WITNESS WHEREOF, the City and the DDA have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CITY AND COUNTY OF DENVER, COLORADO

(CITY  
SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Clerk and Recorder, *ex officio*  
Clerk of the City and County of  
Denver

Approved as to Form:

Registered and Countersigned:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Manager of Finance, Chief Financial Officer  
*ex officio* Treasurer

By: \_\_\_\_\_  
Auditor

DENVER DOWNTOWN DEVELOPMENT AUTHORITY

ATTEST

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

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**DUS Plan Area**

**Parcel 1**  
**Market Street Station**

A parcel of land being all of Block 41, East Denver, including the alley in said Block 41 as vacated by Ordinance 388 of 1981, all in the NE  $\frac{1}{4}$  of Section 33, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, City and County of Denver, State of Colorado.

**Parcel 2**  
**Denver Union Station and Other Parcels**

A parcel of land in Section 28 and Section 33 of Township 3 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at the most easterly corner of Block E, East Denver, also being the point of beginning of parcel 1 as described in that Special Warranty Deed recorded at Reception No. 2001135957 recorded on August 14, 2001 in the records of the Office of the Clerk and Recorder, City and County of Denver and thence southwesterly along the southeasterly boundary of said Parcel 1 and said line extended to the most easterly corner of Block 13, East Denver;

Thence northwesterly along the northeasterly line of said Block 13 and said line extended to the most easterly corner of Block 10, East Denver;

Thence southwesterly along the southeasterly line of said Block 10 to the easterly line of Wewatta Street as Dedicated by Ordinance 550 of 2001;

Thence northwesterly along the said easterly line of said Wewatta Street as defined by said dedication Ordinance 550 of 2001 and dedication Ordinance 228 of 1995 and further defined by vacating Ordinance 977 of 2000, to a point on the easterly line of Wewatta Street as dedicated by Commons Subdivision Filing No. 2.;

Thence northwesterly along said portion of Wewatta Street as dedicated by said Commons Subdivision, Filing No. 2, to the southwesterly line of 16<sup>th</sup> Street as originally platted in East Denver;

Thence northwesterly along said southwesterly line of 16<sup>th</sup> Street and said line extended to the northwesterly line of Wewatta Street as dedicated by Commons Subdivision Filing No. 3;

Thence southwesterly along the said northwesterly line of said Wewatta Street and also continuing southwesterly along the southeasterly line of Commons Subdivision No. 3, to the southerly most corner of said Commons Subdivision No. 3;

Thence northwesterly along the southwesterly line of Commons Subdivision No. 3 to the most westerly corner of said Commons Subdivision No. 3 also being the southeasterly boundary of the Consolidated Main Line (CML);

Thence northeasterly along and the northwesterly line of said Commons Subdivision Filing No. 3, to the most southerly corner of a parcel of land known as Parcel 16-6A-LR-2-RTD as described in that document recorded at Reception No. R-91-0116128 recorded on November 26, 1991 in the records of the Clerk and Recorder, City and County of Denver, also being the common line between the CML and Regional Transportation District (RTD) parcels as conveyed to RTD by said Reception No. R91-0116128;

Thence northeasterly along the line common to the southwesterly line of the CML and the northwesterly line of the RTD property as defined by said parcels recorded at Reception No. R-91-0116128 and said lines extended to be continuous across vacated 16<sup>th</sup> Street and also across 19<sup>th</sup> Street, to the southwesterly line of 20<sup>th</sup> Street as dedicated by ordinance 732 of 2003:

Thence southeasterly along the southwesterly line of said 20<sup>th</sup> Street and said line extended across Chestnut Place and continuing along said southwesterly line of 20<sup>th</sup> Street to the northwesterly line of said parcel 1 as described in that Special Warranty Deed recorded at Reception No. 2001135957, also being the northwesterly line of easement parcel RE 2278-00-19REV.2, said easement parcel dedicated as 20<sup>th</sup> Street right-of-way by said ordinance 732 of 2003;

Thence clockwise along the northwesterly line, the northeasterly line of said parcels, to the southeasterly line said Parcel 1;

Thence southwesterly along the said southeasterly line of said parcel 1, and said line extended, to the centerline of 18<sup>th</sup> Street as vacated by Ordinance 994 of 1991 and by Ordinance 1209 of 1996;

Thence southeasterly along the centerline of said vacated 18<sup>th</sup> street to the northwesterly right-of-way of Wynkoop Street;

Thence southeasterly along the northwesterly right-of-way of Wynkoop Street to the point of beginning.

**Exhibit B**  
**Property Tax Increment Area**  
**DDA Boundaries**

**Parcel 1**  
**Market Street Station**

A parcel of land being all of Block 41, East Denver, including the alley in said Block 41 as vacated by Ordinance 388 of 1981, all in the NE  $\frac{1}{4}$  of Section 33, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, City and County of Denver, State of Colorado.

**Parcel 2**  
**Denver Union Station and Other Parcels**

A parcel of land in Section 28 and Section 33 of Township 3 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at the most easterly corner of Block E, East Denver, also being the point of beginning of parcel 1 as described in that Special Warranty Deed recorded at Reception No. 2001135957 recorded on August 14, 2001 in the records of the Office of the Clerk and Recorder, City and County of Denver and thence southwesterly along the southeasterly boundary of said Parcel 1 and said line extended to the most easterly corner of Block 13, East Denver,

Thence northwesterly along the northeasterly line of said Block 13 and said line extended to the most easterly corner of Block 10, East Denver;

Thence southwesterly along the southeasterly line of said Block 10 to the easterly line of Wewatta Street as Dedicated by Ordinance 550 of 2001;

Thence northwesterly along the said easterly line of said Wewatta Street as defined by said dedication Ordinance 550 of 2001 and dedication Ordinance 228 of 1995 and further defined by vacating Ordinance 977 of 2000, to a point on the easterly line of Wewatta Street as dedicated by Commons Subdivision Filing No. 2.;

Thence northwesterly along said portion of Wewatta Street as dedicated by said Commons Subdivision, Filing No. 2, to the southwesterly line of 16<sup>th</sup> Street as originally platted in East Denver;

Thence northwesterly along said southwesterly line of 16<sup>th</sup> Street and said line extended to the northwesterly line of Wewatta Street as dedicated by Commons Subdivision Filing No. 3;  
Thence southwesterly along the said northwesterly line of said Wewatta Street and also continuing southwesterly along the southeasterly line of Commons Subdivision No. 3, to the southerly most corner of said Commons Subdivision No. 3;

Thence northwesterly along the southwesterly line of Commons Subdivision No. 3 to the most westerly corner of said Commons Subdivision No. 3 also being the southeasterly boundary of the Consolidated Main Line (CML);

Thence northeasterly along and the northwesterly line of said Commons Subdivision Filing No. 3, to the most southerly corner of a parcel of land known as Parcel 16-6A-LR-2-RTD as described in that document recorded at Reception No. R-91-0116128 recorded on November 26, 1991 in the records of the Clerk and Recorder, City and County of Denver, also being the common line between the CML and Regional Transportation District (RTD) parcels as conveyed to RTD by said Reception No. R91-0116128;

Thence northeasterly along the line common to the southwesterly line of the CML and the northwesterly line of the RTD property as defined by said parcels recorded at Reception No. R-91-0116128 and said lines extended to be continuous across vacated 16<sup>th</sup> Street and also across 19<sup>th</sup> Street, to the southwesterly line of 20<sup>th</sup> Street as dedicated by ordinance 732 of 2003:

Thence southeasterly along the southwesterly line of said 20<sup>th</sup> Street and said line extended across Chestnut Place and continuing along said southwesterly line of 20<sup>th</sup> Street to the northwesterly line of said parcel 1 as described in that Special Warranty Deed recorded at Reception No. 2001135957, also being the northwesterly line of easement parcel RE 2278-00-19REV.2, said easement parcel dedicated as 20<sup>th</sup> Street right-of-way by said ordinance 732 of 2003;

Thence clockwise along the northwesterly line, the northeasterly line of said parcels, to the southeasterly line said Parcel 1;

Thence southwesterly along the said southeasterly line of said parcel 1, and said line extended, to the centerline of 18<sup>th</sup> Street as vacated by Ordinance 994 of 1991 and by Ordinance 1209 of 1996;  
Thence southeasterly along the centerline of said vacated 18<sup>th</sup> street to the northwesterly right-of-way of Wynkoop Street;

Thence southeasterly along the northwesterly right-of-way of Wynkoop Street to the point of beginning.