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BEFORE THE
SURFACE TRANSPORTATION BOARD
Washington, D.C.

STB FINANCE DOCKET NO. 36240
DENVER ROCK ISLAND RAILROAD COMPANY v. THE CITY AND COUNTY OF DENVER, COLORADO
COMPLAINT

REPLY OF CITY AND COUNTY OF DENVER

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Counsel for the City and County of Denver, CO

Dated: November 19, 2018

BEFORE THE
SURFACE TRANSPORTATION BOARD
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STB FINANCE DOCKET NO. 36240
DENVER ROCK ISLAND RAILROAD COMPANY v. THE CITY AND COUNTY OF DENVER, COLORADO
COMPLAINT

REPLY OF CITY AND COUNTY OF DENVER

Pursuant to 49 C.F.R. § 1104.13(a), the City and County of Denver, a political subdivision of the State of Colorado (the "City"), hereby submits its reply to the Complaint of the Denver Rock Island Railroad Company ("DRIR"), filed in this proceeding on October 30, 2018 (the "Complaint"). The City disputes DRIR's claims that it has any cognizable interest in, or right to conduct common carrier operations on, the track at issue. For all of the reasons stated herein, the Complaint must be denied. DRIR claims a prescriptive easement over the City's property, which cannot accrue against the City as a matter of law. The dispute in connection with the subject track is solely a matter of state real property law, and the City is accordingly filing a complaint to quiet title in the District Court of the City and County of Denver.

BACKGROUND

The City does not dispute that DRIR is a Class III common carrier, or that it has the primary right to conduct common carrier operations over the National Western Drive Corridor or River Corridor at the Denver Stock Yards. *Denver Terminal RR – Acquisition and Operation Exemption – Denver Ry.*, ICC Finance Docket No. 32356, 58 Fed. Reg. 50,955 (September 29, 1993). The City does, however, dispute that DRIR has any common carrier right or cognizable real property interest in the private industrial spur track identified as Tracks 420 and 421. Tracks

420 and 421 are shown on **Exhibit A**, attached, along with DRIR's easement area over the River Corridor and National Western Drive Corridor, and the individual parcel designations of the properties over which Tracks 420 and 421 lie, denoted as Parcels 39 (5131 Race Ct.), 40 (5135 Race Ct.), 44 (5130 Franklin St.) and 45 (5125 Race Ct.).

The City has acquired the necessary real property interests, including fee simple title to Parcels 39, 40, 44 and 45, and begun preliminary development activities in connection with the comprehensive redevelopment of the Denver Stock Yards into the National Western Center. The National Western Center will consist of a 250-acre property, including the Denver Stockyards and some additional parcels, to be redeveloped as an agricultural innovation, education, event, and tourism center, with the preservation of rail access through the site over improved facilities. A description of the redevelopment, planning and public outreach for which began in 2014, is available at https://nationalwesterncenter.com/about/the-redevelopment-process/master-plan/.

ARGUMENT

1. DRIR Has No Cognizable Real Property Interest in Tracks 420 and 421

DRIR asserts that a Bill of Sale from Union Pacific Railroad Company (UPRR) to DRIR dated April 28, 1995 (1995 Bill of Sale), transferred UPRR's interest in Tracks 420 and 421 to DRIR. Complaint at 4-5. Although DRIR seeks to rely on the Bill of Sale by referring to it, DRIR failed to attach the document to the Complaint. The Bill of Sale is attached hereto as part of **Exhibit B**, which also consists of a cover letter from Joseph B. Wilson of Gorsuch Kirgis, L.L.C. attorneys for DRIR, to Pat Grant of WSSA dated June 23, 1995, and a copy of the recorded Assignment of Easement from UPRR to DRIR, recorded in the Denver County land records as reception 9500058501, 1995/05/19, which attaches an easement from Denver Union Corp. to UPRR dated March 22, 1976, recorded at DB 1217, page 10. The cover letter at Exhibit

B describes the easement and Bill of Sale as addressing "Track Nos. 727 and 754". No exhibit is attached to graphically depict the location of Tracks 727 and 754, referred to in the cover letter at page 1, and in the Bill of Sale. Notably, the lengths of Tracks 727 and 754 set forth in the Bill of Sale do not coincide with the description of tracks 420 and 421 provided by DRIR (Complaint at 4). This is because Tracks 420 and 421 bear no relation to Tracks 727 and 754 that were the subject of the 1995 transaction between UPRR and DRIR. The City's surveyor prepared a diagram of the easement area described in **Exhibit B**, dated October 29, 2018, which is attached as **Exhibit C**. A comparison of **Exhibits A** and **C** readily demonstrates that Tracks 420 and 421 were not included in the easement and Bill of Sale UPRR conveyed to DRIR in 1995. DRIR's assertion that it acquired an easement and the associated personalty for Tracks 420 and 421 from UPRR is false and misleading and therefore cannot support the Complaint.

DRIR further claims that an Easement Deed dated July 10. 1997 (1997 Easement), conveying certain interests from the Western Stock Show Association (WSSA) to DRIR includes easement rights over Tracks 420 and 421. A certified copy of the 1997 Easement is attached as **Exhibit D**. The area covered by the 1997 Easement along the River Corridor and National Western Drive Corridor is illustrated on **Exhibit A**. Tracks 420 and 421 are notably absent from the property over which WSSA granted DRIR an operating easement.[1] Accordingly, DRIR's statement in its Complaint that the 1997 Easement grants it any rights whatsoever with respect to Tracks 420 and 421 is false and misleading.

Furthermore, Tracks 420 and 421 have always been private industrial spurs. Even though DRIR may have used Tracks 420 and 421 to serve customers from time to time in the years prior

[1] The easement area described on **Exhibit C** is coterminous with a portion of the easement along National Western Drive shown on **Exhibit A**. WSSA granted DRIR the easement shown on **Exhibit A** in 1997 to address the issues, among others, described in the cover letter attached as part of **Exhibit B**.

to the City's acquisition of the real property underlying the track, the City did not assume any agreements for service from any of its transferors, and no rights reserving a right of access in DRIR were conveyed in the deeds in to the City. For instance, **Exhibits E-1A**, **E-1B**, and **E-1C** contain certified copies of the deeds conveying the fee interest in 1978 in the two parcels that comprise Parcel 40, 5135 Race Ct., to the City's predecessor (the deed attached as **Exhibit E-1B** is a re-recordation of the deed attached as **Exhibit E-1B**); a certified copy of the deed conveying Parcel 5125 Race Ct. in 1978 to the City's predecessor is attached as **Exhibit E-2**. None of these deeds contains a reservation of an easement for rail purposes or an interest in the track materials. As a result, all of the grantor's interest in each instance, including any track which, unless reserved, would have been a fixture upon the real property, was transferred to the purchaser.

Certified copies of the deeds in to the City for each of Parcels 39 (5131 Race Ct.), 40 (5135 Race Ct.), 44 (5130 Franklin St.) and 45 (5125 Race Ct.), are attached as **Exhibits F-1**, **F-2**, **F-3** and **F-4**, respectively. With one exception that is no longer of any effect, none of these deeds contain any reservations of rail easements, trackage rights, rights in track materials, or assignments of service contracts. The City notes that the deed to Parcel 40, at 5135 Race Court, contains the following reservation:

> ANY RIGHT, TITLE OR INTEREST WHICH MAY BE CLAIMED BY THE RAILROAD LOCATED ON, AND/OR ABUTTING SAID PROPERTY; AND ANY RIGHT, TITLE OR INTEREST, IN FEE SIMPLE, IN AND TO A TRACT OF LAND SEVENTEEN (17) FEET IN WIDTH, BEING EIGHT AND ONE-HALF (8 1/2) FEET ON EITHER SIDE OF THE CENTER LINE OF THE RAILROAD TRACKS, NOW EXISTING, AS SET FORTH IN QUIT CLAIM DEED RECORDED MARCH 30, 1973 IN BOOK 668 AT PAGE 57.
>
> **Exhibit F-2** at 6 of 7.

The interests described in this reservation have merged into the City's fee simple interest, and were never vested in any entity of which DRIR is the successor. 1973 deed referred to in this reservation quitclaimed certain real property, including the land underlying Track 421, from the

Denver Union Corporation to its wholly owned subsidiary, the Western Stock Center, Inc., WSSA's corporate predecessor. A certified copy of the 1973 Deed is attached hereto as **Exhibit G**. Denver Union Corp. reserved to itself in fee simple a 17' wide tract corresponding to the location of tracks then existing on the property. No diagram exists to document the then-existing location of the track and reservation. In January 1978, Denver Union Corporation merged with Western Stock Center, Inc. and all of their interests merged pursuant to the merger document, a certified copy of which is attached as **Exhibit H**. In 1978, after the merger, "Western Stock Center, Inc., n.k.a. Denver Union Corporation" transferred the Property, including "hereditaments and appurtenances," to predecessors in interest to the City, under the deeds attached as **Exhibits E-1A, E-1B, E-1C and E-2**, without any reservation of rights.

By virtue of the 1978 merger of Western Stock Center, Inc., into Denver Union Corp., all assets held by either corporation at the time of the merger became the property of Denver Union Corporation, Inc. Western Stock Center, Inc., n.k.a. Denver Union Corp., conveyed the property the City's predecessors without any reservation of rail rights or track, as shown on **Exhibits E-1A, E-1B, E-1C and E-2**.

Tracks 420 and 421 have, throughout their history, been private industrial track, located on and belonging to the owners or occupants of the real property. DRIR has not demonstrated that either it or its predecessor, Denver Terminal Railroad Company, appear in the chain of title for any of Parcels 39, 40, 44 or 45. Furthermore, although DRIR refers to a Bill of Sale from Union Pacific Railroad Company dated April 28, 1995, that DRIR claims transferred ownership rights in track to DRIR, DRIR failed to provide that document as part of its Complaint or otherwise establish the veracity of its claim. Instead, as shown on **Exhibit B**, the interests UPRR conveyed to DRIR in that transaction did not involve Tracks 420 and 421.

DRIR finally claims it holds a prescriptive easement over the property occupied by Tracks 420 and 421 (Complaint at 5). Under Colorado law, prescriptive claims cannot accrue against real property owned by the City because they rely on the statute of limitations contained in C.R.S. §38-41-101(1) and the City is expressly exempted from that statute of limitations as a listed entity under C.R.S. §38-41-101(2).

2. DRIR Cannot Demonstrate that Its Common Carrier Rights Extend to Tracks 420 and 421

DRIR's status as a Class III common carrier with rights to provide rail service in other areas of the National Western Center campus does not confer upon it a common carrier right over **all** sections of track to which it may have had access in the past. As the City has demonstrated, Tracks 420 and 421 have always been private industrial track, and neither DRIR nor its corporate predecessor can demonstrate that their activities on these tracks consisted of anything more than service to shippers, on the shippers' properties, solely at the shippers' leave and discretion.

3. DRIR is not Entitled to Relief for the Removal of Tracks to which It has No Rights and in which It has no Interest

DRIR has not suffered any harm that can be addressed by this Board. As the fee owner of Parcels 39, 40, 44 and 45, and in the absence of a common carrier right over Tracks 420 and 421, the City was within its rights to bar DRIR from the property. Contrary to DRIR's assertion that the City had acted without prior notice to DRIR, the City provided DRIR with notice, by letter dated October 19, 2018, attached as **Exhibit I**, that DRIR's activities were impeding the City's demolition efforts. As described above, the City is seeking relief and a final determination of this matter in state court, which is the proper venue for adjudicating disputes involving real property rights. *Gen. Ry. Corp., d/b/a Iowa Northwestern R.R. – Exemption for Acquisition of Railroad Line – in Osceola and Dickinson Counties, IA*, STB Finance Docket No. 34867, slip op. at 4

(Service Date Jun. 15, 2007) ("Any [question] regarding . . . ownership of the Line, involves questions of state contract and property law. The Board is not the proper forum to resolve such disputes. Rather, these matters are best left for state courts to decide"); BNSF Ry. Co. – Acquisition and Operation – State of South Dakota, STB Finance Docket No. 34667, slip op. at 4 (Service Date March 3, 2005) (holding no Board-granted authority can be exercised if state court determines applicant before the STB has no right to acquire a railroad line as a matter of contract pursuant to state law).

4. The Board Should Reject the Complaint because it is Based on Misleading Assertions

DRIR bases its Complaint on misrepresentations of fact and unsupported assertions. As the City has demonstrated and **Exhibits A** and **C** confirm, the easement interests DRIR obtained in 1995 and 1997 did not include Tracks 420 and 421. The City has, in good faith, attempted to trace the history of interests in the relevant real property and any rail rights that would be revealed there or in the records of proceedings before the ICC and STB, and have found only the reservation contained in the Deed attached as **Exhibit E-2**, which merged when Denver Union Corporation and Western Stock Center merged in 1978, and which is not reflected in any subsequent conveyances. Further, that reservation, had it not merged, was never transferred to DRIR and instead would have been conveyed from DUC to WSSA and from WSSA to the City as part of the National Western Center project. In any case, DRIR has no interest in Tracks 420 and 421.

CONCLUSION

DRIR cannot demonstrate that it has suffered any harm that this Board can address. The Board should accordingly reject the Complaint.

WHEREFORE, and in view of the foregoing, the County respectfully requests this Board to expeditiously deny the Motion to Dismiss.

Respectfully submitted,

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Jennifer Welborn
Assistant City Attorney
Joshua L. Roberts
Assistant City Attorney
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Counsel for City and County of Denver, CO

Dated: November 19, 2018

Exhibit A

Diagram – Parcels 39, 40, 44 and 45 and 1997 DRIR Easement Area

DRIR easement locations per the 1997 Agreement

RACE CT.

PARCEL 39
5131 N. RACE CT.

FRANKLIN ST.

PARCEL 40
5135 N. RACE CT.

PARCEL 45
5125 N. RACE CT.

PARCEL 44
5130 N. FRANKLIN ST.

APPROXIMATE LOCATION OF TRACK REMOVAL

PARCEL 2-A-1

PARCEL 2D

RIVER CORRIDOR

PARCEL 2-A-1

PARCEL 2J

PARCEL 10

NATIONAL WESTERN DRIVE CORRIDOR

PARCEL 2B

PARCEL 2J

PARCEL 2-C

DRIR Easements per 1997 Agreement with Parcels 39, 40, 44, 45

11/16/2018

DENVER
PUBLIC WORKS

Exhibit B

1995 Assignment of UPRR Easement and Accompanying Bill of Sale

GORSUCH KIRGIS L.L.C.
ATTORNEYS AT LAW

SUITE 1100
1401 SEVENTEENTH STREET
DENVER, COLORADO 80202

TELEPHONE (303) 299-8900
FAX (303) 298-0215

MAILING ADDRESS
P.O. BOX 17180
DENVER, COLORADO 80217-0180

JOSEPH B. WILSON
DIRECT DIAL: 303-299-8932

June 23, 1995

Mr. Pat Grant
Western Stock Show Association
4655 Humbolt St.
Denver, Co 80216

Re: Trackage Impediments

Dear Mr. Grant:

I am writing at the request of Denver Rock Island Railroad ("DRIR"). As you may be aware during April, 1995, DRI purchased an easement and all trackage from the Union Pacific Railroad Company for what is commonly known as Track Nos. 727 and 754. A copy of the Assignment of Easement Deed and the original legal description as well as the Bill of Sale for the trackage are attached for your convenience. This purchase will allow DRIR to provided enhanced rail service to its customers, including Drywall Products, Inc.

A review of the trackage and easement reveals that Western Stock Show Association has developed certain grade crossings, made certain modification to the track and placed concrete impediments to the movement and unloading of material on this track. It is our understanding that the road and plank crossings were authorized under a license agreement which has since expired. A copy of these documents are also attached. The placement of concrete barriers impeding the movement of traffic and other track alterations were wholly unauthorized.

Through this correspondence we are alerting you that if the Western Stock Show Association wishes to continue use of the two crossings, you must obtain a license for such activities. Additionally, we expect all unauthorized track modifications undertaken by Western Stock Show Association and all impediments placed in or adjacent to this easement which interfere with the flow of interstate commerce to be removed immediately and the trackage returned to its former state. If this is not done by

July 14, 1995, DRIR intends to remove any and all barriers, and reconstruct any track modified by the Western Stock Show Association and will bill the Western Stock Show Association for the cost incurred in these activities.

Sincerely,

Joseph B. Wilson

JBW/lo
cc: Thomas Z. Mars
Attachments

9500058501 1995/05/19 14:20:11 1/ 8 ASN
ARIE P. TAYLOR - DENVER COUNTY 40.00 .00 DVH

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ASSIGNMENT OF EASEMENT DEED

AGREEMENT between Union Pacific Railroad Company, a corporation of the State of Utah (hereinafter referred to as the "Assignor"), and Denver Rock Island Railroad, a Colorado corporation (hereinafter referred to as "Assignee").

1. Assignor entered into a certain Easement Deed (hereinafter referred to as the "Easement"), as Grantee therein, on the 22nd day of March, 1976 with Denver Union Corporation, a corporation of the State of Colorado, as Grantor therein, recorded in the records of the Clerk and Recorder of the City and County of Denver on March 24, 1976 in Book 1217, Page 10, attached hereto.

2. Assignor desires to assign, and Assignee desires to assume the rights, duties, obligations, and liabilities of Assignor thereunder.

FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns the Easement to Assignee effective the 28th day of April, 1995 and, as of such date, Assignee assumes all of the duties, liabilities and obligations of Assignor under the Easement. Such assignment by Grantor is made without any representation or warranties whatsoever, including, without limitation, title warranties, and is made subject to all outstanding rights.

IN WITNESS WHEREOF, the parties have executed this Assignment the day and year above written.

ASSIGNOR:

UNION PACIFIC RAILROAD COMPANY,
a Utah corporation

By: _____
R. D. Uhrich, Asst. Vice President

ATTEST:

By: _____
ASSISTANT SECRETARY

Dated APRIL 28, 1995

ASSIGNEE:

DENVER ROCK ISLAND RAILROAD,
a Colorado corporation

By: _____
Forrest A. Mars, President

ATTEST:

By: _____
SECRETARY

Dated 5-11-95, 1995

ASSIGNOR NOTARY PROVISIONS:

State of Nebraska)
: ss
County of Douglas)

Personally appeared before me, R. D. Uhrich, Asst. Vice President and R. C. Ingram, Assistant Secretary, and they acknowledged the foregoing instrument to be their voluntary act and deed.

Robert E Anderson
Notary Public for Nebraska
My Commission Expires 4/22/98

GENERAL NOTARY-State of Nebraska
ROBERT E. ANDERSON
My Comm. Exp. Apr. 22, 1998

ASSIGNEE NOTARY PROVISIONS:

State of Colorado)
: ss
County of)

Personally appeared before me, Forrest A. Mars, President and Maryland Mier, Secretary, and they acknowledged the foregoing instrument to be their voluntary act and deed.

Susan K Church
Notary Public for Colorado
My Commission Expires 5/18/96

SUSAN K. CHURCH
NOTARY PUBLIC, STATE OF COLORADO

EXHIBIT A ORIGINAL

LAND DEPT. DEED NO. X 29479

C. D. No. 96-4

UNION PACIFIC RAILROAD CO.

LAND PURCHASED DEED 7935 AUDIT NO. .....

EASEMENT DEED

THIS DEED, Made this 22ND day of MARCH, 1976, between DENVER UNION CORPORATION, a corporation of the State of Colorado, Grantor, and UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantee:

WITNESSETH, That the said Grantor, for and in consideration of the sum of one dollar ($1.00), the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a PERPETUAL EASEMENT for a right of way for the construction, operation, maintenance, repair, renewal, reconstruction, and relocation of railroad trackage over and across the land situate in City and County of Denver, State of Colorado, described in Exhibit A, hereto attached and hereby made a part hereof; together with the right of ingress and egress to, from and upon said land and adjacent lands of the Grantor for the purpose of exercising the rights herein granted, and, if and when necessary, removing said railroad trackage.

TO HAVE AND TO HOLD the above-mentioned easement unto the said Grantee, its successors and assigns, forever.

And the said Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to with the Grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the surface of the premises above described in said Exhibit A as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever nature or kind soever, and the above easement in the quiet and peaceable possession of the said Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said Grantor shall and will warrant and forever defend.

7935UP.LP

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its President and to be attested by its Secretary and its corporate seal to be hereunto affixed as of the date first herein written.

In Presence of:

Marilyn V. Rice

DENVER UNION CORPORATION

By _____
President

Attest:

_____ (Seal)
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

I, Rita D. McAleer a Notary Public, in and for said County, in the State aforesaid, do hereby certify that John F. O'Dea, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same as President of DENVER UNION CORPORATION, a corporation, and who is known to me to be such officer, appeared before me this day in person and acknowledged: That the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said John F. O'Dea is the President of said corporation; that by the authority of said corporation he subscribed his name thereto as President, and that he signed the said instrument of writing as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of March, 1976.

RITA D. McALEER NOTARY PUBLIC STATE OF COLORADO

My Commission expires Mar. 20, 1978

Rita D. McAleer
Notary Public

1217 12

EXHIBIT A

An irregular shaped strip of land situate in the SE¼ SW¼ of Section 14 and in the N½ NW¼ of Section 23, Township 3 South, Range 68 West of the Sixth Principal Meridian, in the City and County of Denver, Colorado, bounded and described as follows:

Commencing at the north quarter-corner of said Section 23;

thence S. 89° 44' 24" W. along the north line of said section, a distance of 1,173.62 feet, more or less, to the True Point of Beginning, which point is 144.82 feet east from the northwest corner of the NE½ NW¼ of said section;

thence N. 25° 04' 24" E., a distance of 14.11 feet;

thence northeasterly along a tangent curve concave southeasterly having a radius of 1003.0 feet, the long chord of which bears N. 30° 03' 15" E. a distance of 174.41 feet, an arc distance of 174.63 feet;

thence N. 35° 02' 24" E., a distance of 620.0 feet;

thence northeasterly along a tangent curve concave southeasterly having a radius of 930.4 feet, the long chord of which bears N. 41° 30' 39" E., a distance of 209.59 feet, an arc distance of 210.04 feet;

thence N. 49° 51' 24" E., a distance of 222.48 feet;

thence N. 59° 25' 24" E., a distance of 207.80 feet;

thence northeasterly along a tangent curve concave northwesterly having a radius of 610.3 feet, the long chord of which bears N. 57° 25' 24" E. a distance of 42.60 feet, an arc distance of 42.61 feet;

thence N. 34° 17' 24" W., a distance of 13.0 feet;

thence southwesterly along a non-tangent curve concave northwesterly having a radius of 597.3 feet, the long chord of which bears S. 57° 25' 24" W. a distance of 41.69 feet, an arc distance of 41.70 feet;

thence S. 59° 25' 10" W., a distance of 353.15 feet;

thence S. 37° 08' 08" E., a distance of 7.77 feet;

thence southwesterly along a non-tangent curve concave southeasterly having a radius of 960.4 feet, the long chord of which bears S. 43° 57' 08" W. a distance of 297.57 feet, an arc distance of 298.78 feet;

thence S. 35° 02' 24" W. a distance of 620.0 feet;

thence southwesterly along a tangent curve concave southeasterly having a radius of 1033.0 feet, the long chord of which bears S. 30° 03' 24" W. a distance of 179.47 feet, an arc distance of 179.69 feet;

thence S. 25° 04' 24" W. a distance of 479.16 feet;

thence S. 64° 45' 28" E., a distance of 13.0 feet;

thence southwesterly along a non-tangent curve concave southeasterly having a radius of 612.3 feet, the long chord of which bears S. 17° 51' 30" W. a distance of 157.37 feet, an arc distance of 157.81 feet;

thence S. 14° 17' 24" W. a distance of 27.99 feet;

thence southwesterly along a tangent curve concave northwesterly having a radius of 756.0 feet, the long chord of which bears S. 17° 51' 58" W., a distance of 93.48 feet, an arc distance of 93.54 feet;

thence S. 21° 26' 25" W., a distance of 17.87 feet;

thence southeasterly along a non-tangent curve concave easterly having a radius of 645.2 feet, the long chord of which bears S. 3° 09' 14" E. a distance of 40.85 feet, an arc distance of 40.86 feet;

thence N. 21° 26' 25" E., a distance of 55.01 feet;

thence northeasterly along a tangent curve concave northwesterly having a radius of 773.0 feet, the long chord of which bears N. 17° 51' 58" E. a distance of 95.60 feet, an arc distance of 95.66 feet;

thence N. 14° 17' 24" E., a distance of 27.99 feet;

thence northeasterly along a non-tangent curve concave southeasterly having a radius of 595.3 feet, the long chord of which bears N. 17° 49' 06" E. a distance of 154.13 feet, an arc distance of 154.56 feet;

thence N. 25° 04' 24" E., a distance of 465.17 feet, more or less, to the True Point of Beginning.

Containing an area of 59,294 square feet or 1.36 acres, more or less.

012.00

STATE OF COLORADO
CITY & COUNTY
OF DENVER
FILED IN MY OFFICE ON
MAR 24 11 35 AM '78
RECORDED 1217 10
F. J. SERAFINI
CLERK AND RECORDER

1217 15

BOS 881115
Form Approved, AVP-Law

BILL OF SALE

UNION PACIFIC RAILROAD COMPANY, a Utah corporation, ("Seller"), for Ten Dollars ($10.00) and other good and valuable consideration, does hereby sell, grant, transfer and deliver all of Seller's undivided 1/2 interest unto DENVER ROCK ISLAND RAILROAD, a Colorado corporation ("Buyer") to be addressed 3400 East 56th Avenue, Commerce City, Colorado 80022, its successors and assigns, the following described personal property, to wit:

Track 727 = 1,714 feet in length

Track 754 = 2,271.1 feet in length

This Bill of Sale does not convey any right, title, estate or interest whatsoever in or to the real property on which the personal property is situated.

SELLER, BY THIS INSTRUMENT, MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND FURTHER MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT BUYER IS PURCHASING THE PERSONAL PROPERTY DESCRIBED ABOVE "AS IS", "WHERE IS", WITH ANY AND ALL FAULTS.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed as of the 28th day of April, 1995.

Witness:

Penny L Bechtenbach

UNION PACIFIC RAILROAD COMPANY

By [signature]
Title Assistant Vice President

Form 2214 DUPLICATE ORIGINAL 5-74—5M

RENEWAL RIDER

UPRR COUNTERPART

C.D. No. 52929-A

To be attached to agreement Audit No. OMA-2870 C.D. No. 52929

No. No.

Between UNION PACIFIC RAILROAD COMPANY (Licensor) and THE WESTERN STOCK SHOW ASSOCIATION (Licensee)

Present Assignee (if any) - - -

Covering a private roadway crossing and access road,

Location Denver, Colorado

Dated June 21, 1976 Effective Date June 21, 1976 Expiration (Original) June 20, 19[illegible]

Expiration (by latest extension)

IT IS HEREBY MUTUALLY AGREED by and between the present parties to the above-named agreement that said agreement, which by this reference is made a part hereof, is hereby adopted by said parties as their agreement for a term beginning June 21, 19 81, and extending to and including June 20, 19 91; and that all the terms and conditions of said agreement, as heretofore or herein supplemented and/or amended, shall have the same force and effect and be as binding upon the parties hereto during said term as if the same were repeated herein; said agreement with the supplements and/or amendments (if any) to be subject to termination prior to the expiration of the term herein named in the same manner as is provided therein for termination prior to the expiration of the term thereof.

Special Provisions: The Licensee shall pay to the Licensor the sum of Ten Dollars ($10.00), receipt of which is hereby acknowledged, as consideration for the extended term.

Dated Aug. 18, 19 81. Made in duplicate.

Witness:

W. S. Ruge

UNION PACIFIC RAILROAD COMPANY,

By T. H. Brandt

General Manager

Witness:

LAW DEPT. C.D. UNION PACIFIC OMAHA

THE WESTERN STOCK SHOW ASSOCIATION,

By Nicholas L. Petry

President

DUPLICATE ORIGINAL
U P R R Counterpart

Private roadway,
Denver, Colorado.

C. D. No. 52929
Audit No. OMA-2870

THIS AGREEMENT, made and entered into as of the 21st day of June, 1976, by and between UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah (hereinafter the Licensor), and THE WESTERN STOCK SHOW ASSOCIATION, a corporation of the State of Colorado (hereinafter the Licensee), WITNESSETH:

RECITALS:

The Licensee desires

(a) to construct, maintain and use a private roadway, (hereinafter the "private roadway") on the property and over the tracks of the Licensor in the location shown on the print dated April 29, 1976, marked Exhibit A, hereto attached; and

(b) to use, and the Licensor to construct and maintain, two 170-foot solid plank crossings (hereinafter collectively the "crossing") on the property and over the tracks in the location shown on Exhibit A.

The private roadway and crossing described in subparagraphs (a) and (b) above hereinafter shall be collectively the Roadway.

AGREEMENT:

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

Section 1. LICENSOR GRANTS RIGHT.

In consideration of the sum of five dollars ($5.00) to be paid by the Licensee to the Licensor upon the execution and delivery of this Agreement and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee, subject to the terms and conditions herein stated, the right to construct and thereafter, during the term hereof, to maintain the private roadway and to use the Roadway on the property and over the tracks of the Licensor in the location described in the Recitals hereof.

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property in the performance of its public duty as a common carrier, and is also subject to the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication or other wire lines, pipe lines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND USE.

The Licensor shall, at the sole expense of the Licensee, furnish labor and material and install the crossing over the tracks of the Licensor in the locations shown on Exhibit A, the cost thereof being fifteen thousand seven hundred eighty dollars ($15,780.00), which amount the Licensee has deposited with the Licensor. The Licensor shall, at the sole expense of the Licensee, maintain the crossing during the term hereof; PROVIDED, however, that the Licensee shall keep the rail flangeways clear of all obstructions.

The Licensee shall, at the sole expense of the Licensee, construct, perform all grading and surfacing necessary for, and maintain the private roadway in the location shown on Exhibit A, and shall furnish, install and maintain, during the term of this Agreement, any railroad crossing protection, signs or other appurtenances, required by public authority as a result of the existence of the Roadway.

All work performed by the Licensee on property of the Licensor in connection with the private roadway or appurtenances thereto shall be done under the supervision and to the satisfaction of the Licensor.

The private roadway shall be constructed and maintained and the Roadway used by the Licensee in such manner as to cause no interference whatsoever with the operation of the track(s) and nothing shall be done or suffered to be done by the Licensee which would in any way endanger the safety of operation of the track(s).

Any gate affording access to the Roadway shall be kept closed at all times except during the time of actual passage through it onto or from the Roadway.

Section 3. MODIFICATION OR RELOCATION OF ROADWAY.

The right herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and the improvement and use of its property, and

(a) the Licensee shall, at the Licensee's sole expense, make any and all modifications or changes in the private roadway; and

(b) the Licensor shall, at the Licensee's sole expense, make any and all modifications or changes in the crossing

or move the same to such new location as the Licensor may designate, whenever, in the furtherance of such needs and requirements, the Licensor shall find such action necessary or desirable.

All the terms, conditions and stipulations herein expressed with reference to the maintenance and use of the Roadway in the location hereinbefore described shall apply to the Roadway when modified or moved to a new location under the terms of this section.

Section 4. ROADWAY TO BE A STRICTLY PRIVATE ONE.

It is expressly stipulated that the Roadway is to be a strictly private one and is not intended for public use.

Section 5. LIABILITY.

The Licensee shall indemnify and hold harmless the Licensor and other companies which use the property of the Licensor, their officers, agents and employes, against and from any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or against and from damage to or loss or destruction of property whatsoever (including damage to the roadbed, tracks, equipment or other property of the Licensor and such other companies or property in their care or custody), when such injury, death, loss, destruction or damage is due to or arises in connection with or as a result of the construction of the private roadway; or

(a) any work done by the Licensee in connection with the maintenance or removal of the private roadway; or

(b) the use of the Roadway by the Licensee or the agents, employes or patrons of the Licensee or by others with the consent of the Licensee.

Section 6. REMOVAL OF ROADWAY.

Upon termination of this Agreement howsoever, the Licensor shall, at the sole expense of the Licensee, remove the Roadway and restore the premises of the Licensor to as good condition as they were in at the time of the construction of the Roadway.

In the event of the removal of the Roadway as in this section provided, the Licensor shall not be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such removal shall not

prejudice or impair any right of action for damage, or otherwise, which the Licensor may have against the Licensee.

Section 7. TERMINATION ON BREACH AND WAIVER OF BREACH.

It is agreed that the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall, at the option of the Licensor, forthwith work a termination of this Agreement and all rights of the Licensee hereunder. The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any subsequent breach thereof.

Section 8. TERMINATION ON NOTICE.

This Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than ninety (90) days subsequent to the date on which such notice shall be given.

Section 9. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 10. EFFECTIVE DATE; TERM.

This Agreement shall take effect as of the date first herein written and, unless sooner terminated as herein provided, shall continue in full force and effect for a period of five (5) years.

Section 11. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 9 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have

caused this Agreement to be executed in duplicate as of the date first herein written.

Witness:

H. L. Rugen

UNION PACIFIC RAILROAD COMPANY,

By O A Dumont
General Manager

Attest:

Margaret A Patton (Seal)
Asst. Secretary

THE WESTERN STOCK SHOW ASSOCIATION,

By Nicholas K. Petry
President

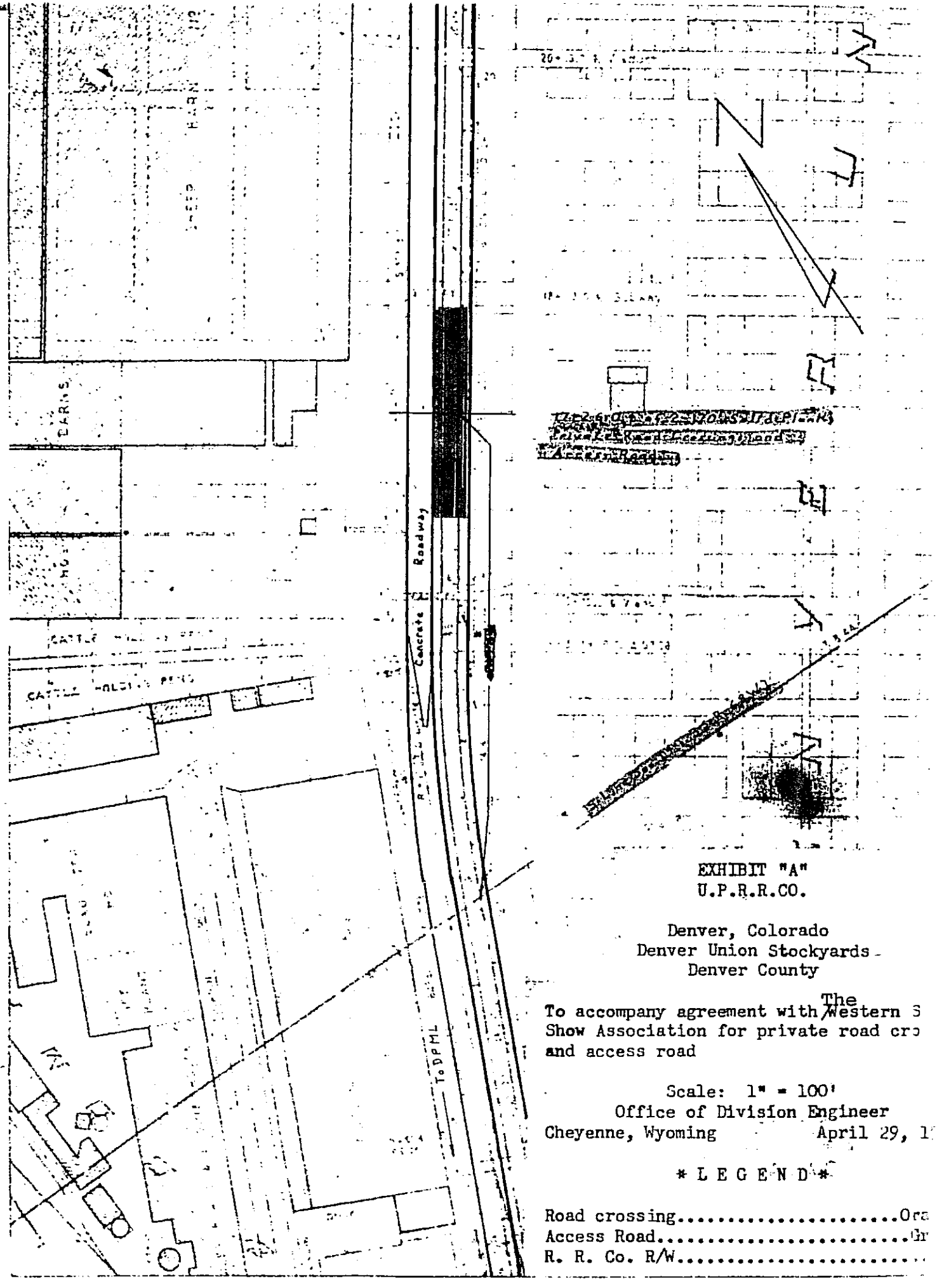


EXHIBIT "A"
U.P.R.R.CO.

Denver, Colorado
Denver Union Stockyards
Denver County

To accompany agreement with The Western S
Show Association for private road cro
and access road

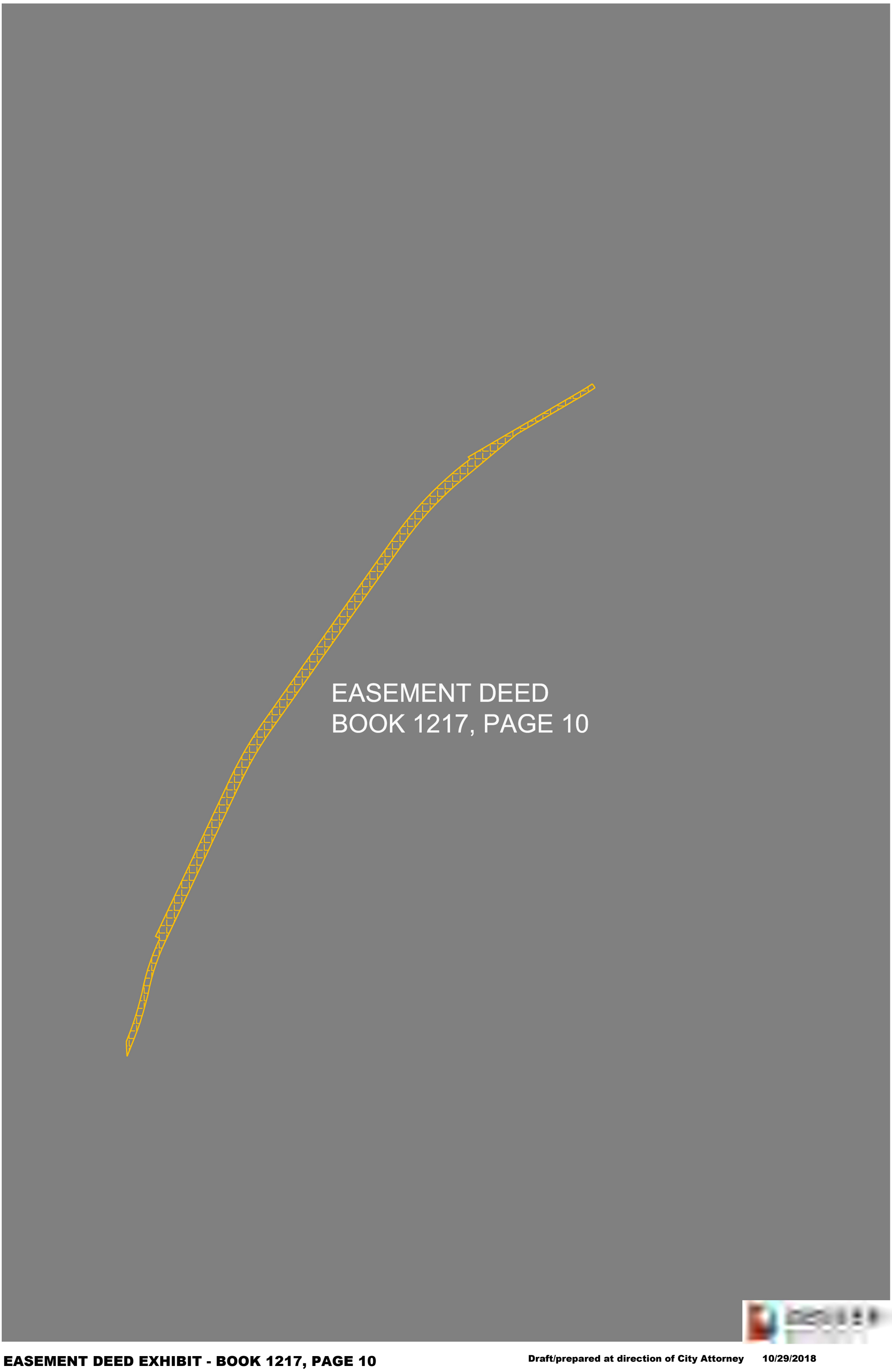
Scale: 1" = 100'
Office of Division Engineer
Cheyenne, Wyoming April 29, 1

* L E G E N D *

Road crossing.....Ora
Access Road.....Gr
R. R. Co. R/W.....

Exhibit C

Diagram of 1995 UPRR Assigned Easement Area



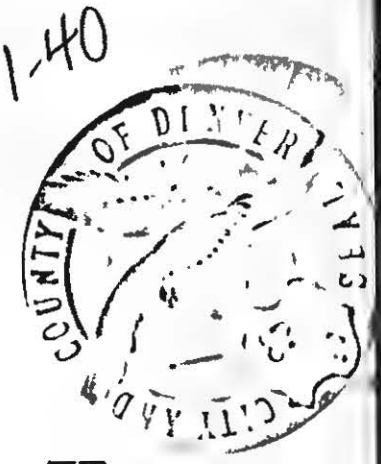
EASEMENT DEED EXHIBIT - BOOK 1217, PAGE 10

Draft/prepared at direction of City Attorney 10/29/2018

Exhibit D

1997 Easement Deed

1-40



9700122742 1997/09/15 15:00:35 1/ 40 EAS
DENVER COUNTY CLERK AND RECORDER 201.00 .00 JCZ

EASEMENT DEED

THIS DEED, made effective as of the 10th day of July, 1997, by and between THE WESTERN STOCK SHOW ASSOCIATION, a Colorado nonprofit corporation ("Grantor") and DENVER ROCK ISLAND RAILROAD, a Colorado corporation ("Grantee"):

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) the receipt whereof is hereby confessed and acknowledged, by these presents does grant, bargain, sell, convey and quitclaim unto Grantee, without warranting title or interest and subject to the terms and conditions hereinafter set forth, a non-exclusive EASEMENT, for so long as such easement is used for rail purposes, for a right of way for the operation, maintenance, repair, renewal and reconstruction of railroad trackage (the "Trackage") over and across the land situate in the City and County of Denver, State of Colorado, described in Appendix 1 hereto attached and hereby made a part hereof (the "Easement Property").

TO HAVE AND TO HOLD the above-mentioned easement unto Grantee, subject to the terms and conditions hereinafter set forth.

The above-mentioned easement is granted upon, and subject to, the following terms and conditions:

1. This easement deed is given pursuant to, and governed by the provisions of, an agreement entered into of even date herewith by Grantor and Grantee entitled

CERTIFICATION
The Clerk and Recorder for the
CITY AND COUNTY OF DENVER State
hereby certify this
document to be a full, true and
correct copy of the original
document recorded in my office.
Clerk and Recorder
by _____
Deputy County Clerk
Date 11/4/2015
Aaron Hurlburt

"Agreement for Resolution of Disputed Issues" (the "Agreement"), the terms of which are incorporated herein by this reference represented by Appendix 2 hereto attached and made a part hereof (excluding the exhibits attached thereto).

2. The Trackage includes the rail and related items described in the bill of sale between Grantor and Grantee of even date herewith represented by Appendix 3 hereto which is incorporated herein by reference, including the respective rights and obligations of Grantor and Grantee.

3. So long as Burlington Northern Railroad Company uses that component of the Easement Property designated on Appendix 1 as the River Corridor (the "River Corridor") without paying rental to Grantor therefor, Grantee shall be entitled to the use of the River Corridor without the payment of rental for such usage. In the event Burlington Northern Railroad Company is required to pay rental for its right to use the River Corridor, Grantee shall pay Grantor an equivalent amount of rental on a track-mile basis. Grantee's failure to make any such rental payment shall provide Grantor the right, at its option, to terminate the above-mentioned easement upon 30 days' prior written notice to Grantee of such failure unless Grantee cures the same within such 30 day period.

4. Grantor may adjust the amount payable under Section 3 above on each anniversary date of this Deed. The adjusted amount shall be reasonable and in no event

shall it exceed the amount paid to Grantor by Burlington Northern Railroad Company for use of trackage in the River Corridor computed on a track-mile basis.

5. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy does not impair the rights granted to Grantee hereunder. Grantee's rights hereunder shall be nonexclusive and Grantor shall have full right and authority to grant other easements or rights to use the Easement Property as will not impair Grantee's rights under this Deed. Grantor reserves the right to cross over and through the easement granted hereunder for access to and from Grantor's National Western Complex for Grantor and its employees, agents, invitees, licensees, guests and the livestock, vehicles and equipment of any of the foregoing, as well as the general public, at any place and for any purpose so long as such crossing and use does not unreasonably interfere with Grantee's railroad operations, and during the month of January of each year, Grantee's use of such easement shall be specifically subject to the provisions of Subsection 6.1 below. Grantee acknowledges that any impairment by Grantee of such right to cross over and through the easement granted hereunder for access to and from Grantor's National Western Complex reserved by Grantor for itself and the others identified above cannot be adequately compensated by monetary damages and that injunctive relief may be appropriate.

6. So long as this Deed remains in effect, Grantee agrees as follows:

6.1 Grantee shall limit its activities on the easement in accordance with Appendix 4 attached hereto and will use its best efforts to coordinate such rail use with Grantor and the shipper served by the trackage on the easement granted hereunder in accordance with said Appendix 4.

6.2 Grantee, at its sole expense, shall maintain all road crossings of the Trackage to meet FRA standards and standards of the City and County of Denver, Colorado, and also shall maintain the crossings in condition so that they can accommodate safely all types of motor vehicle traffic.

6.3 Grantee shall, at all times, conduct its operations at crossings and at all points on the Trackage with reasonable care and shall observe all applicable federal, state and municipal laws, ordinances, rules and regulations in conducting its operations on the easement granted to it hereunder.

6.4 All taxes (real estate, personalty or of whatever nature), wastewater, storm, sanitary sewer, tap charges, or any charges made by any government authority against or on the easement granted hereunder shall be borne and promptly paid when due by Grantee.

6.5 Grantee shall not dump any waste or debris of whatsoever nature on the easement granted hereunder.

6.6 Grantor may, in connection with the use of its adjacent properties, create necessary or appropriate easements, rights of way and/or crossings on the easement granted hereunder to Grantee for underground or surface pipelines and use the easement for reasonable installation, maintenance, removal, replacement,

installation and rehabilitation of the same so long as such use by Grantor does not interfere unreasonably with the use thereof by Grantee for railroad purposes. Accordingly, Grantor shall have the right to place, maintain, remove, replace, install, and rehabilitate old or new pipes or utilities on the easement, by going in, upon, over, under, across and through the easement and Trackage and other facilities thereon with Grantee's prior approval which shall not be unreasonably withheld, temporarily cutting the Trackage, and any other means necessary, and replacing same, all upon reasonable prior notice to Grantee; provided, any cutting of the Trackage shall be peformed by Grantee at reasonable cost to Grantor, unless Grantee is unavailable, in which case such cutting of the Trackage may be performed by Grantor.

6.7 Grantee's use of the easement granted hereunder is subject to the rights of others, and Grantee in this respect, under all track agreements with third parties, shall hold Grantor harmless for any repairs, replacements or safety requirements for the tracks on the easement while this Deed is in effect, including but not limited to railroad entities.

6.8 Grantee shall, at all times while this Deed is in effect, keep on file with the Surface Transportation Board and the Colorado Public Utilities Commission (or any successor agencies), to the extent applicable, all tariffs and all other documents and papers which Grantee is required by law, rule or regulation to keep on file with the Surface Transportation Board and/or the Public Utilities Commission, or any successor agencies.

6.9 Except in case of emergency, when Grantee shall notify Grantor as soon as reasonably possible, Grantee shall notify Grantor in advance of any maintenance, repair or reconstruction work on the Trackage which could reasonably be expected to interfere with use by Grantor of any portion of the Easement Property. Relocation of any Trackage within the Easement Property identified as Parcel 2-A-1 of the River Corridor on Appendix 1 shall require the prior written consent of Grantor, which consent shall not be unreasonably withheld.

7. All rights of Grantee under this Deed shall terminate on the effective date of an order of the Surface Transportation Board or successor agency authorizing DRIR to discontinue service over the rail lines located on the easement granted hereunder. In the event the Surface Transportation Board or any such successor agency authorizes the discontinuance of service over some but not all of the rail lines located on the easement granted hereunder, the easement granted hereunder will terminate with respect to the portion of the property on which such service has been discontinued. In the event of termination of the easement in whole or part, Grantee shall have 30 days to remove all personal property and fixtures to which it has title from such property over which the easement has terminated.

8. Notices given under this Deed shall be in writing and may be given personally or sent to each respective party by express courier, facsimile, or United States certified mail

at the address for each party set forth below, or to such other address as such party may designate in writing to the other parties.

If to Grantor:		If to Grantee:	
Address:	4655 Humboldt Street, Denver, CO 80216	Address:	3400 E. 56th Avenue Commerce City, CO 80022
Attention:	Patrick A. Grant, President	Attention:	Tom Mars, President
Facsimile:	303-292-1708	Facsimile:	303-296-2347
Telephone:	303-297-1166	Telephone:	303-296-0900

Any notice shall be deemed given on the date of delivery if given personally, on the date of the return receipt if given by mail, on the date evidenced by the courier service receipt if given by express courier, and on the date of transmission indicated by a machine generated confirmation if sent by facsimile.

9. This Deed shall not constitute or imply any partnership, joint venture or agency agreement among the parties for any purpose. Nothing in this Deed shall be deemed to constitute an agreement for the benefit of any third person or entity.

10. This Deed and the easement granted herein by Grantor may not be assigned or transferred by Grantee without the prior written approval of Grantor; provided, under no circumstances shall Grantor be required to approve any such assignment unless the assignee consents to be bound by the covenants of Grantee set forth in this Deed and the insurance and indemnity provisions of the Agreement, and such other reasonable conditions as Grantor may impose.

11. No failure to require performance or observation of any provision of this Deed shall constitute a waiver thereof unless waived in writing signed by the party benefitted by such provision. Any waiver of a provision on one occasion shall not constitute a continuing waiver or the waiver of any other provision.

12. Subject to the provisions of Section 1 above, this Deed constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes all prior discussions, representations, understandings and agreements, written or oral. No modifications of this Deed shall be valid unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed by their duly authorized representatives as of the 10TH day of JULY, 1997.

THE WESTERN STOCK SHOW ASSOCIATION

By: _____
Patrick A. Grant
Title: President

DENVER ROCK ISLAND RAILROAD

By: Thomas F. McFarland Jr.
Thomas F. McFarland, Jr.
Title: Attorney-in-Fact

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 9th day of July, 1997 by PATRICK A. GRANT as President of THE WESTERN STOCK SHOW ASSOCIATION, a Colorado corporation.

Witness my hand and official seal.

My commission expires: 3-30-99

Carrie L. Grantorad
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 11th day of JULY, 1997 by THOMAS F. McFARLAND, Jr. as attorney-in-fact of DENVER ROCK ISLAND RAILROAD, a COLORADO corporation.

Witness my hand and official seal.

My commission expires.

OFFICIAL SEAL
STEPHEN C HERMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/06/99

Stephen C. Herman
Notary Public

APPENDIX 1

[LEGAL DESCRIPTION]

All that portion of the following described real property located in the City and County of Denver, Colorado lying between the easternmost boundary of each Parcel and ten feet West of the centerline of the westernmost track on each Parcel.

Parcels identified as "2-A-1" and "2B" below shall constitute the "River Corridor."

Parcels identiifed as "2-C"; "10", "2J" and "2D" below shall constitute the "National Western Drive Corridor."

PARCEL 2-A-1 Property Tax Assessment No. 2143-00-096

A strip of ground lying within the SW 1/4 of Section 14, Township 3 South, Range 68 West of the 6th Principal Meridian, bounded as follows: West of the West line of Book 2042 at Page 631; Southerly boundary lines of Property described in Book 1961 at Page 496, Book 426 at Page 199 and Book 1582 at Page 539; Northerly and Westerly of Northerly and Westerly boundary lines of property described in Book 2363 at Page 320, Book 1518 at Page 161, Book 2044 at Page 153, Book 1748 at Page 115 and addition to Parcel F as described in Book 1044 at Page 127 as said Property lines connect each other; and Easterly of Easterly boundary line of Property described in Book 748 at Page 49, more particularly described as follows: Commencing at the Center of said Section 14; thence S 00 degrees 16'21" W along the North-South centerline of said Section 14 a distance of 131.39 feet to its intersection with the Southeasterly line of the Official Channel of the South Platte River; thence S 47 degrees 02'03" W along said Southeasterly line a distance of 1603.04 feet; thence S 42 degrees 57'57" E a distance of 50.00 feet to the Southwesterly most corner of a Parcel of land described in Book 426 at Page 199 of the Records of the Clerk and Recorder of the City and County of Denver, said point also being on the Southerly line of a Parcel of Land described in Book 1582 at Page 539 and the Point of Beginning; thence S 42 degrees 57'57" E along the Southerly line of said Parcel described in Book 426 at Page 199 a distance of 22.07 feet to the Southeasterly line of said Parcel; thence N 69 degrees 56' E along said Southerly line a distance of 605.91 feet to the Northeasterly line of said Parcel; thence N 42 degrees 57'57" W along said Northeasterly line a distance of 6.32 feet to the Southerly corner of a Parcel of Land described in Book 1961 at Page 496; thence N 69 degrees 57'08" E along the Southeasterly line of said Parcel described in Book 1961 at page 496 a distance of 202.73 feet to a point of curve; thence along said curve to the left, the chord of which bears N 44 degrees 43'36" E a distance of 445.28 feet through a central angle of 50 degrees 27'04" having a radius of 522.4 feet and arc length of 459.86 feet to a point of non-tangency on the Westerly line of Book 2042 at Page 631; thence S 00 degrees 16'21" W being 50 feet West of and parallel to said North-South centerline of Section 14 and along said Westerly line of Book 2042 at Page 631 a distance of 101.86 feet to a point of non-tangent curve on the Northerly line of a parcel of land described in Book 2363 at Page 320; thence along said non-tangent curve to the right the chord of which bears S 46 degrees 48'57" W a distance of 401.69 feet through a central angle of 46 degrees 08'24" having a radius of 512.55 feet and arc length of 412.86 feet; thence continuing along said Northerly line S 69 degrees 50'49" W a distance of 749.83 feet to a point of curve; thence continuing along said Northerly line of said Parcel described in Book 2363 at Page 320 along said curve to the left the chord of which bears S 67 degrees 38'57" W a distance of 47.91 feet through a central angle of 04 degrees 23'43" having a radius of 624.51 feet and arc length of 47.91 feet to a point of non-tangency and the Southwesterly line of said Parcel described in Book 2363 at Page 320; thence S 55 degrees 03'52" E along said Southwesterly line a distance of 17.46 feet to the Westerly line of a Parcel of land described in Book 2044 at Page 153 and a point of non-tangent curve; thence along said Westerly line of said Parcel described in Book 2044 at Page 153 and along said non-tangent curve to the left the chord of which bears S 50 degrees 25'58" W a distance of 298.04 feet through a central angle of 29 degrees 49'51" having a radius of 577.79 feet and arc length of 300.82 feet to a point of non-tangency and the Northerly line of a Parcel described in Book 1748 at Page 115; thence N 55 degrees 10'27" W along said Northerly line a distance of 2.50 feet to the Westerly line of said Parcel described in Book 1748 at Page 115; thence S 34 degrees 38'18" W along said Westerly line a distance of 405.38 feet to a point of curve; thence along said curve to the left the chord of which bears S 22 degrees 01'05" W a distance of 234.20 feet a central angle of 25 degrees 14'26" having a radius of 535.96 feet and arc length of 236.11 feet to the Northwest corner of a Parcel of land described as addition to Parcel F in Book 1044 at Page 127; thence S 02 degrees 56'36" W along the Westerly line of said Parcel described in Book 1044 at Page 127 for this and the next 3 courses a distance of 251.22 feet; thence S 00 degrees 18'44" E a distance of 140.06 feet; thence S 04 degrees 14'32" E a distance of 82.79 feet; thence S 08 degrees 05'54" E a distance of 107.08 feet to the South line of Southwest 1/4 of said Section 14; thence S 89 degrees 58'16" W along said South line a distance of 61.68 feet to the Easterly line of a Parcel of land described in Book 748 at Page 49; thence N 04 degrees 22'22" E along said Easterly line of said Parcel described in Book 748 at Page 49 a distance of 347.62 feet; thence N 02 degrees 35'15" W continuing along said Easterly line a distance of 152.08 feet to the Northerly line of said Parcel; thence S 54 degrees 33'48" W along said Northerly line a distance of 22.62 feet to the Easterly line of a Parcel of land described in Book 1582 at Page 539 and a point of non-tangent curve; thence Northeasterly along said Easterly line and along said non-tangent curve to the right the chord of which bears N 23 degrees 59'25" E a distance of 720.34 feet through a central angle of 46 degrees 53'00" having a radius of 905.37 feet and arc length of 740.84 feet; thence N 47 degrees 00'51" E continuing along said Easterly line a distance of 426.20 feet to the Point of Beginning.

all in the City and County of Denver.
State of Colorado.

PARCEL 2B Property Tax Assessment No. 2232-00-118

A strip of ground lying within the NW 1/4 NW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th Principal Meridian, bounded as follows: North and West of the Westerly boundary line of that which is described in Book 1440 at Page 470; Easterly of the Easterly boundary lines of Property described in Book 184 at Page 221 and Book 748 at Page 49; and Westerly of the Westerly boundary lines of Property described in Book 1021 at Page 627; Addition to Parcel F in Book 1044 at Page 127; in Book 748 at Page 52; in Book 737 at Page 483 and that which is being conveyed to Albert S. Karsh and Adele S. Karsh by quit claim and correction deed as recorded in Book 2643 at Page 322 as said property lines connect each other, more particularly described as follows: Beginning at the intersection of the Easterly line of a Parcel of land described in Book 184 at Page 221 of the Records of the Clerk and Recorder of the City and County of Denver and the Northwesterly line of Packing House Road as described in Book 1440 at Page 470; thence N 03 degrees 53'48" W along the Easterly line of said Parcel described in Book 184 at Page 221 a distance of 251.76 feet; thence continuing along said Easterly line N 29 degrees 55'11" W a distance of 35.52 feet to the Easterly line of a Parcel of land described in Book 748 at Page 49; thence N 04 degrees 22'22" W along said Easterly line a distance of 550.79 feet to the North line of the Northwest 1/4 of said Section 23; thence N 89 degrees 58'16" E along said North line a distance of 61.68 feet to the Westerly line of a Parcel of land described as Addition to Parcel F in Book 1044 at Page 127; thence S 08 degrees 05'54" E a distance of 46.01 feet; thence continuing along said Westerly line S 09 degrees 01'39" E a distance of 89.23 feet; thence continuing along said Westerly line S 07 degrees 22'12" E a distance of 42.19 feet to the Westerly line of a Parcel of land described in Book 1021 at Page 627; thence S 05 degrees 57'20" E along said Westerly line a distance of 48.08 feet to the Southerly line of said Parcel; thence S 65 degrees 18'30" E a distance of 2.97 feet to the Northwest corner of a Parcel of land described in Book 748 at Page 52; thence S 04 degrees 17'34" E along the Westerly line of said Parcel described in Book 748 at Page 52 a distance of 203.96 feet to the Northwest corner of a Parcel of land described in Book 737 at Page 483; thence S 02 degrees 24'06" W along the Westerly line of said Parcel described in Book 737 at Page 483 a distance of 185.8 feet to the South line of said Parcel; thence S 85 degrees 08'31" E along the South line of said Parcel a distance of 2.51 feet; thence S 00 degrees 07'58" E along the West line of Parcel described in Book 2643 at Page 322 a distance of 182.01 feet to the Northwesterly line of Packing House Road; thence S 37 degrees 20'21" W along said Northwesterly line a distance of 44.56 feet to the Point of Beginning,

all in the City and County of Denver,
State of Colorado.

PARCEL 2-C Property Tax Assessment No. 2232-00-171

A strip of ground lying within the NW 1/4 NW 1/4 of Section 23, Township 3 South, Range 68 West, of the 6th Principal Meridian, bounded as follows: Northerly of the Northerly Right of Way line of 46th Avenue; Easterly of the Easterly boundary line of Property described in Book 637 at Page 371; Southeasterly of the Southeasterly boundary line of that which is described in Book 1440 at Page 470; Westerly of the Westerly boundary line of Property described in Book 628 at Page 183, and Westerly of the Westerly Right of Way line of the Burlington Northern Inc. Railroad; and Southerly of the Southwesterly Right of Way line of that easement described in Book 1217 at Page 10, more particularly described as follows: Beginning at the intersection of the North line of 46th Avenue and the Easterly line of Parcel 2 as described in Book 637 at Page 371; thence N 32 degrees 46'44" E along the Easterly line of said Parcel 2 described in Book 637 at Page 371 for this and next 2 courses a distance of 144.34 feet; thence N 22 degrees 41'27" E a distance of 148.88 feet; thence N 11 degrees 52'27" E a distance of 152.21 feet to the Southeasterly line of Packing House Road as described in Book 1440 at Page 470; thence N 46 degrees 54'41" E along said Southeasterly line of Packing House Road for this and the next 2 courses a distance of 33.59 feet; thence N 37 degrees 20'21" E a distance of 91.70 feet; thence N 20 degrees 31'11" E a distance of 90.43 feet to the Southwesterly line of a strip of land described in Book 1217 at Page 10 and a point of non-tangent curve; thence along said Southwesterly line of said strip of land described in Book 1217 at Page 10 and along said non-tangent curve to the left through a central angle of 03 degrees 10'55" having a radius of 645.2 feet and arc distance of 35.67 feet to the Westerly line of a parcel of land described in Book 628 at Page 183; thence S 21 degrees 46'13" W along said Westerly line of said parcel described in Book 628 at Page 183 for this and the next 2 courses a distance of 64.73 feet; thence S 21 degrees 14'12" W a distance of 351.19 feet; thence S 23 degrees 53'58" W a distance of 146.99 feet; thence S 45 degrees 23'40" W leaving said Westerly line of said parcel described in Book 628 at Page 183 a distance of 42.79 feet to the North line of 46th Avenue; thence S 89 degrees 59' W along said North line of 46th Avenue a distance of 40.74 feet to the Point of Beginning,

all in the City and County of Denver,
State of Colorado.

PARCEL 2J Property Tax Assessment Nos. 2132-00-172 and 2143-00-079

A strip or tract of land situate in the N 1/2 of NW 1/4 of Section 23 and in the SE 1/4 of SW 1/4 of Section 14, Township 3 South, Range 68 West of the Sixth Principal Meridian, in the City and County of Denver, Colorado, bounded and described as follows:
Commencing at the point of intersection of the northeasterly line of the old Colorado & Southern Railway Company right of way (abandoned in 1938) with the northwesterly right of way line of the Burlington Northern, Inc. (formerly Chicago, Burlington & Quincy Railroad Company);
thence N. 45 degrees 48' E. along said northwesterly right of way line of the Burlington Northern, Inc. a distance of 36.35 feet, more or less;
thence northwesterly and northerly along the easterly boundary line of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to The Denver Union Stock Yard Company by Quitclaim Deed dated August 11, 1942 which is a curve concave easterly, the center of which bears N. 63 degrees 40' E. a distance of 595.3 feet, an arc distance of 382 feet, more or less, to the most northerly corner of said parcel heretofore conveyed which is the true point of beginning of the parcel hereby described;
thence continuing northeasterly along the extension of the last described curved line which is also the southeasterly boundary line of that certain strip of land heretofore conveyed by The Denver Union Stock Yard Company to Union Pacific Railroad Company by Warranty Deed dated February 19, 1918, a distance of 154.19 feet to the end of said curve;
thence N. 25 degrees 20' E. a distance of 465.17 feet, more or less, to a point in the north line of said Section 23 that is 144.82 feet east from the northwest corner of the NE 1/4 of NW 1/4 of said section;
thence continuing N. 25 degrees 20' E. a distance of 14.11 feet;
thence northeasterly along a line curving to the right, having a radius of 1003 feet, a distance of 174.42 feet;
thence N 35 degrees 18' E. a distance of 620.0 feet;
thence northeasterly along a line curving to the right, having a radius of 930.4 feet, a distance of 210.2 feet;
thence N 50 degrees 07' E. a distance of 222.48 feet;
thence N. 59 degrees 41' E. a distance of 207.8 feet;
thence northeasterly along a line curving to the left, having a radius of 610.3 feet, a distance of 42.6 feet;
thence N. 34 degrees 19' W. along a line drawn radially to the last described curve a distance of 13.0 feet;
thence southwesterly along a curve concave northwesterly, the center of which bears N 34 degrees 19' W. a distance of 597.3 feet, an arc distance of 41.69 feet;
thence S. 59 degrees 41' W. a distance of 353.0 feet;
thence S. 55 degrees 51' W. a distance of 83.37 feet;
thence N. 41 degrees 45' W. a distance of 4.6 feet;
thence southwesterly along a curve concave southeasterly, the center of which bears S. 41 degrees 45' E. a distance of 980.4 feet, an arc distance of 221.5 feet;
thence S. 35 degrees 18' W. a distance of 620.0 feet
thence southwesterly along a line curving to the left, having a radius of 1053.0 feet, a distance of 183.12 feet;
thence S. 25 degrees 20' W. a distance of 37.78 feet, more or less, to a point in the south line of said Section 14 that is 89.5 feet distant east from the southwest corner of the SE 1/4 of SW 1/4 of said Section;
thence continuing S 25 degrees 20' W. a distance of 441.5 feet;
thence southwesterly along a line curving to the left, having a radius of 645.3 feet a distance of 345.64 feet, more or less, to the northwesterly corner of said parcel of land which was heretofore conveyed to The Denver Union Stock Yard Company by Quitclaim Deed dated August 11, 1942;
thence northeasterly along a straight line portion of the northwesterly boundary line of said parcel heretofore conveyed by said deed dated August 11, 1942 a distance of 55 feet, more or less;
thence continuing northeasterly along a curved line portion of the northwesterly boundary line of said parcel heretofore conveyed by said deed dated August 11, 1942, which is a line curving to the left, having a radius of 773 feet, a distance of 95.7 feet, more or less;
thence continuing northeasterly along the remaining portion of said northwesterly boundary line of parcel heretofore conveyed by said deed dated August 11, 1942 which is a straight line a distance of 28 feet, more or less, to the true point of beginning.
EXCEPT that portion thereof described in the following deeds:
Deed recorded October 2, 1972 in Book 574 at Page 196; Deed recorded January 12, 1973 in Book 628 at Page 183; Deed recorded December 23, 1975 in Book 1173 at Page 76; Deed recorded April 5, 1976 in Book 1223 at Page 315; Deed recorded April 5, 1976 in Book 1223 at Page 317; Deed recorded December 9, 1976 in Book 1358 at Page 617; Deed recorded May 9, 1977 in Book 1440 at Page 470; Deed recorded December 17, 1982 in Book 2711 at Page 6.

all in the City and County of Denver,
State of Colorado.

PARCEL 2-C Property Tax Assessment No. 2232-00-171

A strip of ground lying within the NW 1/4 NW 1/4 of Section 23, Township 3 South, Range 68 West, of the 6th Principal Meridian, bounded as follows: Northerly of the Northerly Right of Way line of 46th Avenue; Easterly of the Easterly boundary line of Property described in Book 637 at Page 371; Southeasterly of the Southeasterly boundary line of that which is described in Book 1440 at Page 470; Westerly of the Westerly boundary line of Property described in Book 628 at Page 183, and Westerly of the Westerly Right of Way line of the Burlington Northern Inc. Railroad; and Southerly of the Southwesterly Right of Way line of that easement described in Book 1217 at Page 10, more particularly described as follows: Beginning at the intersection of the North line of 46th Avenue and the Easterly line of Parcel 2 as described in Book 637 at Page 371; thence N 32 degrees 46'44" E along the Easterly line of said Parcel 2 described in Book 637 at Page 371 for this and next 2 courses a distance of 144.34 feet; thence N 22 degrees 41'27" E a distance of 148.88 feet; thence N 11 degrees 52'27" E a distance of 152.21 feet to the Southeasterly line of Packing House Road as described in Book 1440 at Page 470; thence N 46 degrees 54'41" E along said Southeasterly line of Packing House Road for this and the next 2 courses a distance of 33.59 feet; thence N 37 degrees 20'21" E a distance of 91.70 feet; thence N 20 degrees 31'11" E a distance of 90.43 feet to the Southwesterly line of a strip of land described in Book 1217 at Page 10 and a point of non-tangent curve; thence along said Southwesterly line of said strip of land described in Book 1217 at Page 10 and along said non-tangent curve to the left through a central angle of 03 degrees 10'55" having a radius of 645.2 feet and arc distance of 35.67 feet to the Westerly line of a parcel of land described in Book 628 at Page 183; thence S 21 degrees 46'13" W along said Westerly line of said parcel described in Book 628 at Page 183 for this and the next 2 courses a distance of 64.73 feet; thence S 21 degrees 14'12" W a distance of 351.19 feet; thence S 23 degrees 53'58" W a distance of 146.99 feet; thence S 45 degrees 23'40" W leaving said Westerly line of said parcel described in Book 628 at Page 183 a distance of 42.79 feet to the North line of 46th Avenue; thence S 89 degrees 59' W along said North line of 46th Avenue a distance of 40.74 feet to the Point of Beginning,

all in the City and County of Denver,
State of Colorado.

PARCEL 10

Property Tax Assessment No. 2143-00-079

A tract or parcel of land in the SE¼ of Sec. 14, Twp. 3 S., Range 68 W., of the 6th P.M., more particularly described as follows: That land lying between the west boundary line of that certain tract of the property described in that certain deed of even date herewith from Western Stock Center, Inc., to The Western Stock Show Association, and the west boundary line of that certain deed recorded October 2, 1972, in Book 574, page 196, of the real estate records of the City and County of Denver, and the eastern boundary line of that certain right-of-way and private roadway referred to as "Packing House Road" and as described in that certain quit claim deed of even date herewith from Western Stock Center, Inc., and Denver Union Corporation to John F. O'Dea, et al., reserving, however, to grantor the right to use, maintain, repair, replace or remove the existing railroad trackage lying on said tract.

PARCEL 2D Property Tax Assessment No. 2143-00-084

A strip of ground lying within the South 1/2 of Section 14, Township 3 South, Range 68 West of the 6th Principal Meridian, bounded as follows: Easterly of the Easterly line of that which is described in Book 1440 at Page 470; Northerly of the Southwesterly line extended Northwesterly of Property described in Book 1285 at Page 231; Westerly of the Westerly boundary lines of Property described in Book 1922 at Page 676, Book 1285 at Page 231, and in Book 1727 at Page 619 and Southerly of the Southerly line of the 60 foot portion of Parcel C described in Book 1440 at Page 470, more particularly described as follows: Commencing at the center of said Section 14; thence S 00 degrees 16'21" W along the North-South centerline of said Section 14 a distance of 1328.3 feet; thence S 89 degrees 43'39" E a distance of 30 feet to the intersection of the Southeasterly line of Packing House Road as described in Book 1440 at Page 470 of the Records of the Clerk and Recorder of the City and County of Denver and the Westerly line of a Parcel of land described in Book 1712 at Page 415, and the Point of Beginning; thence S 00 degrees 16'21" W along said Westerly line of said Parcel described in Book 1712 at Page 415 a distance of 8.04 feet to the Northwesterly line of a Parcel of land described in Book 1727 at Page 619 and a point of non-tangent curve; thence along said Northwesterly line and along said non-tangent curve to the right the chord of which bears S 40 degrees 08'29" W a distance of 21.73 feet through a central angle of 01 degrees 04'58" having a radius of 1149.91 feet and arc length of 21.73 feet to the Southwesterly corner of said Parcel; thence S 54 degrees 33'57" E along said Southwesterly line a distance of 17.46 feet to the Northwesterly line of a Parcel of land described in Book 1922 at Page 676 and in Book 1285 at Page 231 and a point of non-tangent curve; thence along said Northwesterly line and along said non-tangent curve to the right the chord of which bears S 44 degrees 04'11" W a distance of 135.00 feet through a central angle of 08 degrees 16'14" having a radius of 936.05 feet and arc length of 135.12 feet; thence continuing along said Northwesterly line S 48 degrees 09'21" W a distance of 30.13 feet to a point of curve; thence continuing along said Northwesterly line and along said curve to the right the chord of which bears S 54 degrees 16'30" W a distance of 219.10 feet through a central angle of 11 degrees 15'11" having a radius of 1117.37 feet and arc length of 219.45 feet; thence continuing along said Northwesterly line S 59 degrees 23'55" W a distance of 114.39 feet to the Westerly most corner of said Parcel described in Book 1922 at Page 676; thence N 54 degrees 33'16" W along the Southerly line extended Northwesterly of said parcel described in Book 1922 at Page 676 and in Book 1285 at Page 231 a distance of 16.54 feet to the Southerly line of a Parcel of land described in Book 1217 at Page 10; thence N 59 degrees 25'24" E along said Southerly line a distance of 153.87 feet to a point of curve; thence continuing along said Southerly line and along said curve to the left the chord of which bears N 57 degrees 25'24" E a distance of 42.60 feet through a central angle of 04 degrees 00'01" having a radius of 610.3 feet and arc length of 42.61 feet to a point of non-tangency; thence S 34 degrees 17'24" E along the Easterly most line of said Parcel described in Book 1217 at Page 10 extended Southeasterly a distance of 1.18 feet to the Southerly line of Packing House Road as described in Book 1440 at Page 470; thence N 57 degrees 58'30" E along said Southerly line a distance of 117.91 feet; thence continuing along said Southerly line N 39 degrees 37'12" E a distance of 214.83 feet to the Point of Beginning,

all in the City and County of Denver,
State of Colorado.

PARCEL 2D Property Tax Assessment No. 2143-00-084

A strip of ground lying within the South 1/2 of Section 14, Township 3 South, Range 68 West of the 6th Principal Meridian, bounded as follows: Easterly of the Easterly line of that which is described in Book 1440 at Page 470; Northerly of the Southwesterly line extended Northwesterly of Property described in Book 1285 at Page 231; Westerly of the Westerly boundary lines of Property described in Book 1922 at Page 676, Book 1285 at Page 231, and in Book 1727 at Page 619 and Southerly of the Southerly line of the 60 foot portion of Parcel C described in Book 1440 at Page 470, more particularly described as follows: Commencing at the center of said Section 14; thence S 00 degrees 16'21" W along the North-South centerline of said Section 14 a distance of 1328.3 feet; thence S 89 degrees 43'39" E a distance of 30 feet to the intersection of the Southeasterly line of Packing House Road as described in Book 1440 at Page 470 of the Records of the Clerk and Recorder of the City and County of Denver and the Westerly line of a Parcel of land described in Book 1712 at Page 415, and the Point of Beginning; thence S 00 degrees 16'21" W along said Westerly line of said Parcel described in Book 1712 at Page 415 a distance of 8.04 feet to the Northwesterly line of a Parcel of land described in Book 1727 at Page 619 and a point of non-tangent curve; thence along said Northwesterly line and along said non-tangent curve to the right the chord of which bears S 40 degrees 08'29" W a distance of 21.73 feet through a central angle of 01 degrees 04'58" having a radius of 1149.91 feet and arc length of 21.73 feet to the Southwesterly corner of said Parcel; thence S 54 degrees 33'57" E along said Southwesterly line a distance of 17.46 feet to the Northwesterly line of a Parcel of land described in Book 1922 at Page 676 and in Book 1285 at Page 231 and a point of non-tangent curve; thence along said Northwesterly line and along said non-tangent curve to the right the chord of which bears S 44 degrees 04'11" W a distance of 135.00 feet through a central angle of 08 degrees 16'14" having a radius of 936.05 feet and arc length of 135.12 feet; thence continuing along said Northwesterly line S 48 degrees 09'21" W a distance of 30.13 feet to a point of curve; thence continuing along said Northwesterly line and along said curve to the right the chord of which bears S 54 degrees 16'30" W a distance of 219.10 feet through a central angle of 11 degrees 15'11" having a radius of 1117.37 feet and arc length of 219.45 feet; thence continuing along said Northwesterly line S 59 degrees 23'55" W a distance of 114.39 feet to the Westerly most corner of said Parcel described in Book 1922 at Page 676; thence N 54 degrees 33'16" W along the Southerly line extended Northwesterly of said parcel described in Book 1922 at Page 676 and in Book 1285 at Page 231 a distance of 16.54 feet to the Southerly line of a Parcel of land described in Book 1217 at Page 10; thence N 59 degrees 25'24" E along said Southerly line a distance of 153.87 feet to a point of curve; thence continuing along said Southerly line and along said curve to the left the chord of which bears N 57 degrees 25'24" E a distance of 42.60 feet through a central angle of 04 degrees 00'01" having a radius of 610.3 feet and arc length of 42.61 feet to a point of non-tangency; thence S 34 degrees 17'24" E along the Easterly most line of said Parcel described in Book 1217 at Page 10 extended Southeasterly a distance of 1.18 feet to the Southerly line of Packing House Road as described in Book 1440 at Page 470; thence N 57 degrees 58'30" E along said Southerly line a distance of 117.91 feet; thence continuing along said Southerly line N 39 degrees 37'12" E a distance of 214.83 feet to the Point of Beginning.

all in the City and County of Denver,
State of Colorado.

APPENDIX 2
AGREEMENT FOR RESOLUTION
OF DISPUTED ISSUES

THIS AGREEMENT FOR RESOLUTION OF DISPUTED ISSUES ("this Agreement") dated effective as of July 10, 1997, is entered by and between THE WESTERN STOCK SHOW ASSOCIATION, a Colorado nonprofit corporation ("WSSA"), and DENVER ROCK ISLAND RAILROAD, a Colorado corporation (formerly known as Denver Terminal Railroad Company and hereinafter referred to as "DRIR").

RECITALS

A. In 1995, WSSA initiated federal administrative proceedings seeking the discontinuance of rail service by DRIR over two lines of railroad on WSSA's property in Denver, Colorado.

B. In July, 1996, the Surface Transportation Board rendered its order in those administrative proceedings (Service Date, July 3, 1996 in Docket No. AB-452 (Sub-No. IX)) and WSSA thereafter filed its Petitions for Review of the Board's order with the United States Court of Appeals for the Tenth Circuit (No. 96-9531 and No. 97-9507).

C. WSSA and DRIR have agreed to resolve the disputed issues pending in those proceedings before the United States Court of Appeals for the Tenth Circuit and those issues remaining before the Surface Transportation Board as hereinafter set forth.

AGREEMENT

In consideration of the premises and other good and valuable consideration, the parties hereby agree as follows:

1. This Agreement supersedes in all respects that certain Agreement dated December 10, 1993 between WSSA and the predecessor in interest to DRIR, Tom Mars (which agreement is hereinafter referred to as the "1993 Agreement").

2. WSSA shall grant to DRIR a nonexclusive rail use easement, in accordance with Exhibit A attached hereto, on WSSA's real property where the River Corridor (as described on the Easement Deed represented by Exhibit A attached hereto) and National Western Drive Corridor trackage is presently located, so long as the property is used for rail purposes and subject to (i) the right to cross over and through the real property and the rail line and tracks situate thereon for ingress and egress to and from WSSA's National Western Complex reserved by WSSA for itself and its employees, agents, invitees, licensees, guests and the livestock, vehicles and equipment of each of the foregoing, as well as the general public, at points where such crossing has customarily taken place and at such additional points as WSSA may reasonably need (as more specifically provided for in Exhibit E attached hereto), so long as such crossing and use do not unreasonably interfere with DRIR's railroad operations, and (ii) to the insurance requirements of Section 6 hereof, (iii) the requirement that during the month of

January of each year, DRIR's use of such easement shall be subject to the provisions set forth in said Exhibit A, and (iv) that certain Easement Deed from Denver Union Corporation, as Grantor, to Union Pacific Railroad Company, as Grantee, dated March 22, 1976, and recorded in Book 1217 at page 10 of the real property records of the City and County of Denver, Colorado, and assigned to DRIR pursuant to an Assignment of Easement Deed between Union Pacific Railroad Company, as Assignor, and DRIR, as Assignee, dated effective April 28, 1995, and recorded May 19, 1995 under No. 9500053501.

3. WSSA shall grant to DRIR and Drywall Products, Inc. a nonexclusive license for drywall unloading operations, in accordance with Exhibit B attached hereto, on WSSA's real property described in said Exhibit B adjoining the trackage on WSSA's property described in Exhibit A hereto, subject to (i) the right to the use of the licensed property reserved by WSSA for itself and its employees, agents, invitees, licensees, guests and the livestock, vehicles and equipment of each of the foregoing so long as such use does not interfere unreasonably with the off-loading of drywall products by DRIR and Drywall Products, Inc., and (ii) WSSA's right to terminate as set forth in said Exhibit B.

4. WSSA shall quit claim and convey to DRIR, by a bill of sale in accordance with Exhibit C hereto, the rail, ties, ballast, spikes, tie plates, bolts and angle irons on the rail use easement referred to in Section 2 above, subject to the rights reserved (i) with respect to common carrier obligations and (ii) to cross over and through the rail tracks for access to and from WSSA's National Western Complex by WSSA for itself and its employees, agents, invitees,

licensees, guests, and the livestock, vehicles and equipment of each of the foregoing, as well as the general public, at any place and for any purpose so long as such crossing and use do not unreasonably interfere with DRIR's railroad operations, and during the month of January of each year, DRIR's use of such items acquired by it shall be subject to the provisions set forth in said Exhibit C.

5. DRIR shall quit claim to WSSA, by a quit claim in accordance with Exhibit D hereto, all right, title and interest of DRIR in the real property owned and used by WSSA described in Appendix A hereto, except the rail use easement and license referred to in Sections 2 and 3 above and the other exceptions set forth in Exhibit D.

6. So long as DRIR exercises its rights under the rail use easement granted by WSSA pursuant to Section 2 above, DRIR will maintain insurance coverage as follows:

6.1 DRIR shall, at all times while this Agreement is in effect, carry railroad commercial comprehensive general liability insurance coverage on a claims made basis on the following terms and conditions:

6.1.1 The insurance coverage will include all coverage required by law but not limited to the following specific types of coverage: bodily injury and property damage, liability for pollution and contamination, including evacuation liability, seepage liability, federal employer liability, liability for owners and contractors protective liability insurance, comprehensive railroad and railroad

liability insurance, personal injury coverage, broad form blanket contractual endorsement, cargo legal liability and foreign rolling stock coverage.

6.1.2 The insurance policy will have a minimum limit of $2,000,000 per occurrence and $4,000,000 aggregate, with a maximum self-insured retention limit of $25,000 and be provided by an insurer licensed to do business in Colorado and reasonably satisfactory to WSSA; provided, in the event that DRIR ships significant amounts of hazardous materials not excluded on the liability policy, including without limitation methanol, over the nonexclusive rail use easement granted by WSSA to DRIR pursuant to Section 1 of this Agreement, then such combined single limit of insurance coverage shall be increased by DRIR to $6,000,000 combined single limit. For purposes of the proviso to the immediately preceding sentence, the parties acknowledge that shipments of hazardous materials will be deemed significant if such shipments exceed (i) 10 rail cars per calendar month and (ii) 100 rail cars during any period of 12 consecutive calendar months.

6.2 DRIR shall cause a true copy of the whole insurance policy to be furnished to WSSA prior to the anniversary or effective date of the policy each year.

6.3 As an additional insured, WSSA shall have the right to reasonable access to the insurer and any of its adjusters with respect to material occurrences and information which may be reasonably anticipated to related to WSSA and/or its insurance carriers in any manner.

6.4 No commodities or activities excluded by the insurance policy will be allowed on the easement granted by WSSA to DRIR or over the railroad trackage thereon.

6.5 Any and all material accidents or similar material incidents on the easement granted by WSSA to DRIR must be reported by DRIR to WSSA.

6.6 DRIR will maintain the retroactive date of November 20, 1993 on any renewal or new insurance policy.

6.7 The maximum speed DRIR will permit its railroad engines and cars on the easement granted by WSSA to DRIR will comply with FRA Class 1 safety standards which are currently ten miles per hour.

6.8 The fund in the amount of approximately $7,530 paid by DRIR to WSSA under the 1993 Agreement for the purpose of purchasing rail insurance shall be paid by WSSA to DRIR for purposes of defraying a portion of the insurance premium expense incurred by DRIR in satisfying its insurance obligations hereunder.

6.9 To the extent permitted by applicable Law (as defined below), DRIR hereby releases WSSA from any and all liability or responsibility to DRIR or anyone claiming through or under DRIR by way of subrogation or otherwise for any loss or damage to property caused by fire or any other peril insured in policies of insurance covering DRIR's activity upon WSSA's property, unless such loss or damage shall have been caused by the fault or negligence of WSSA, or anyone for whom WSSA may be responsible.

7. So long as DRIR exercises its rights under the rail use easement granted by WSSA pursuant to Section 1 above, DRIR agrees, among other things, to limit its activities on the easement in accordance with Exhibit E attached and will use its best efforts to coordinate such rail use with WSSA and the shippers served by the trackage covered by such easement in accordance with Exhibit E.

8. (a) To the extent permitted by applicable Law, DRIR assumes the risk of, and waives and releases WSSA and its parents, subsidiaries, affiliates, shareholders, directors, officers, employees and agents, and their respective shareholders, directors, officers, employees and agents (each a "Released Party") from liability for, any damage or injury (including death) sustained by DRIR or its shareholders, affiliates, partners, employees, agents, representatives, contractors, operators, licensees and invitees (collectively, "Covered Persons") as a result of (i) any act or omission of any Released Party relating in any way to, or occurring on, the facilities or any part thereof, except (subject to the other provisions hereof) if such act or omission was willful or grossly negligent or constituted a material breach of this Agreement; or (ii) the condition of WSSA's property or any part thereof, whether or not such condition was apparent or discoverable (unless WSSA deliberately and willfully concealed such condition).

(b) Tenant shall not:

(i) cause or permit any Hazardous Substance (as defined below) to be placed, held, located, released, transported or disposed of on, under, at or from the premises from

WSSA's property, or any land contiguous thereto, unless directly related to and necessary for the permitted operations on WSSA's property or the maintenance or repair of DRIR's equipment, and then only if done so in a safe, prudent and environmentally sound manner and in accordance with the requirements of, and not in violation of, applicable Laws, including Environmental Laws (as defined below); or

(ii) permit any person to engage in any activity on WSSA's property that could result in any liability, cost or expense to WSSA or the creation of any lien on WSSA's property pursuant to any Environmental Law.

(c) DRIR shall be responsible for the management and disposal of all Hazardous Substances and wastes in an environmentally sound manner and in compliance with all pertinent legal requirements. DRIR shall promptly report to WSSA and the appropriate governmental agencies any Release or threat of Release of any Hazardous Substance in connection with DRIR's operations at or occupancy of WSSA's property, provided that DRIR shall use its best efforts to notify WSSA prior to reporting any such Release or threat of Release in a manner as shall be appropriate under the circumstances. WSSA will assume full responsibility for reporting

to the appropriate governmental agencies any Release or threat of Release of any Hazardous Substance in connection with WSSA's operations at or occupancy of WSSA's property. As used herein, the term:

(i) "*Environmental Law*" means any Law or Permit regulating Releases or threatened Releases of pollutants, contaminants, or hazardous or toxic materials or wastes into ambient air, surface water, ground water, or land, or otherwise relating to pollution or the protection of health or the environment, including the following Laws: The Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* (1972); Clean Air Act, as amended, 42 U.S.C. § *et seq.* (1970); Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("*CERCLA*", 42 U.S.C. § 9601 *et seq.*; Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 *et seq.* Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 *et seq.* (1976); Safe Drinking Water Act, as amended, 42 U.S.C. § 300(f) *et seq.* (1974); Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. § 136 *et seq.* (1975); Marine Protection, Research, and Sanctuaries Act of 1972, as amended,

33 U.S.C § 1401 *et seq.*; National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 *et seq.*; and any comparable state or local Law;

(ii) "*Hazardous Substance*" means any "hazardous substance" defined as such in (or for purposes of) section 9601(14) of CERCLA, or any so-called "superfund" or "superlien" Law; any "pollutant or contaminant" as defined in 42 U.S.C. § 9601(33); any material now defined as "hazardous waste" pursuant to 40 C:F.R. Part 260; any petroleum, including crude oil or any products, by-products or fraction thereof; natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel; any "hazardous chemical" as defined pursuant to 29 C.F.R. Part 1910; asbestos; and any other pollutant, contaminant, chemical mixture, compound, element, or toxic or hazardous substance or waste whose presence, nature, quantity or intensity of existence, use, manufacture, disposal, transportation, Release or effect, either by itself or in combination with other materials on the Premises, is either (A) potentially injurious to the public health, safety or welfare, the environment or the Premises, (B) regulated under any Environmental Law or (C) a basis for liability of

Landlord to any governmental agency or third party under any applicable Law; and

(iii) "*Release*" means any release, spill, leak, discharge, disposal, pumping, pouring, emission, emptying, injecting, leaching, dumping, burying, abandonment or escaping into the environment.

(d) DRIR shall indemnify, protect, defend and hold WSSA and any Released Party harmless from and against any and all claims, losses, damages, injuries penalties, fines, judgments, liens, obligations, liabilities, costs and expenses (including reasonable attorneys' and consultants' fees, costs of investigation, court costs and settlement costs) (collectively, "Environmental Liabilities") arising out of or relating to (A) the failure of DRIR or any Covered Person to comply with the provisions of this Section 8; (B) the handling, transport, use, storage, disposal or Release of any hazardous substance brought onto, or generated, stored, treated or handled at, or transported or released from, WSSA's property by, for, at the direction of or for the benefit of DRIR or any Covered Person, or related in any way to DRIR's operations or activities at, on, about or from WSSA's property; or (C) the violation or alleged violation of any Environmental Law by DRIR or any Covered

Person in connection with WSSA's property or DRIR's operations or activities thereat.

(e) As of the date hereof, WSSA and DRIR do hereby release, acquit and forever discharge each other, and their respective present and former directors, officers, agents, employees, representatives, affiliates, subsidiaries from all claims asserted or that could have been asserted in Civil Action Nos. 96-9531 and 97-9507 pending in the United States Court of Appeals for the Tenth Circuit and related prior administrative proceeding before the Surface Transportation Board, Docket No. AB-452 (Sub-No. IX).

(f) In addition to the environmental indemnity provided by DRIR herein, to the extent permitted by applicable Law, DRIR agrees to indemnify, protect, defend and hold WSSA and each Released Party harmless from and against all claims, losses, damages, injuries, penalties, claims, judgments, liens, obligations, liabilities, costs and expenses (including any reasonable attorneys' fees and court costs) arising out of or relating to (i) any injury (including death) or damage to any person (including DRIR's employees, even though such claim might otherwise be barred against DRIR under applicable workers' compensation or similar laws) or property whatsoever arising out of or relating to (i) any breach of this Agreement on the part of DRIR; (ii) any act or omission of

DRIR or any Covered Person relating to this Agreement or the use of WSSA's property; or (iii) DRIR's or any Covered Person's presence on WSSA's property in connection with DRIR's or any of its affiliates' use of or operations at WSSA's property. Provisions of this section shall survive the expiration or termination of this Agreement.

9. Notices given under this Agreement shall be in writing and may be given personally or sent to each respective party by express courier, facsimile, or United States certified mail at the address for each party set forth below, or to such other address as such party may designate in writing to the other parties.

If to WSSA:		If to DRIR:	
Address:	4655 Humboldt Street, Denver, CO 80216	Address:	3400 E. 56th Avenue Commerce City, CO 80022
Attention:	Patrick A. Grant, President	Attention:	Tom Mars, President
Facsimile:	303-292-1708	Facsimile:	303-296-2347
Telephone:	303-297-1166	Telephone:	303-296-0900

Any notice shall be deemed given on the date of delivery if given personally, on the date of the return receipt if given by mail, on the date evidenced by the courier service receipt if given by express courier, and on the date of transmission indicated by a machine generated confirmation if sent by facsimile.

10. This Agreement shall not constitute or imply any partnership, joint venture or agency agreement among the parties for any purpose. Nothing in this Agreement shall be deemed to constitute an agreement for the benefit of any third person or entity.

11. This Agreement and the easement granted herein by WSSA may not be assigned or transferred by DRIR without the prior written approval of WSSA.

12. Attached hereto as Exhibit F is a form of Stipulation (the "Stipulation"), to be signed concurrently with this Agreement, pursuant to which WSSA and DRIR agree to dismiss Civil Action Nos. 96-9531 and 97-9507, and all claims pursuant thereto, with prejudice. WSSA and DRIR agree to prepare, execute and file such further motions or papers as may be necessary to cause the dismissal with prejudice of said civil actions.

13. No failure to require performance or observation of any provision of this Agreement shall constitute a waiver thereof unless waived in writing signed by the party benefitted by such provision. Any waiver of a provision on one occasion shall not constitute a continuing waiver or the waiver of any other provision.

14. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes all prior discussions, representations, understandings and agreements, written or oral. No modifications of this Agreement shall be valid unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the _____ day of _____, 1997.

THE WESTERN STOCK SHOW ASSOCIATION	DENVER ROCK ISLAND RAILROAD
By: _____	By: _____
Patrick A. Grant	Thomas F. McFarland, Jr.
Title: President	Title: Attorney-in-Fact

APPENDIX 3
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That THE WESTERN STOCK SHOW ASSOCIATION ("Seller"), for the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby sell and convey and quitclaim, to DENVER ROCK ISLAND RAILROAD ("Buyer") all of Seller's right, title and interest in rail, ties, ballast, spikes, tie plates, bolts and angle irons (collectively, the "Tracks") located in Sections 14 and 23, Township 3 South, Range 68 West in the City and County of Denver, Colorado; provided, however, that the sale and conveyance hereunder of the Tracks is expressly subject to, and Seller specifically reserves all rights to use existing tracks or replacement tracks to satisfy common carrier obligations with respect to the Tracks until abandonment authority is obtained from the Surface Transportation Board, and Buyer accepts the Tracks subject to the obligations of other entities to provide common carrier services; and agrees not to remove the Tracks or replacement tracks prior to final abandonment authority being obtained from the Surface Transportation Board; and provided further, that Seller reserves the right to cross over and through the Tracks for access to and from Seller's National Western Complex for Seller and its employees, agents, invitees, licensees, guests and the livestock, vehicles and equipment of any of the foregoing, as well as the general public, at any place and for any purpose so long as such crossing and use do not unreasonably interfere with Buyer's railroad operations, and during

the month of January of each year, Buyer's use of the Tracks shall be specifically subject to the provisions of Appendix 1 attached hereto. Buyer acknowledges that any impairment by Buyer of such right to cross over and through the tracks for access to Seller's National Western Complex reserved by Seller for itself and the others identified above cannot be adequately compensated by monetary damages and that injunctive relief may be appropriate.

SELLER TRANSFERS AND CONVEYS ONLY SUCH RIGHT, TITLE OR INTEREST, IF ANY, AS IT MAY HAVE IN THE TRACKS AND DISCLAIMS ANY WARRANTY OF TITLE TO THE TRACKS.

THIS BILL OF SALE DOES NOT CONVEY ANY RIGHT, TITLE, ESTATE OR INTEREST WHATSOEVER IN OR TO THE REAL PROPERTY ON WHICH THE TRACKS ARE SITUATED.

SELLER, BY THIS BILL OF SALE, MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND FURTHER MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE TRACKS, IT BEING UNDERSTOOD THAT BUYER IS PURCHASING EACH COMPONENT OF THE TRACKS "AS IS", "WHERE IS", WITH ANY AND ALL FAULTS. IN ADDITION, SELLER HAS MADE NO AFFIRMATION OF FACT AND HAS MADE NO PROMISE RELATING TO THE TRACKS WHICH HAS CREATED OR AMOUNTED TO

AN EXPRESS WARRANTY THAT THE TRACKS WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE.

THE PROVISIONS OF THIS BILL OF SALE SHALL BE BINDING UPON ANY AND ALL SUCCESSORS AND ASSIGNS OF BUYER AND SELLER.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of the 10th day of July, 1997.

(SEAL)

ATTEST:

THE WESTERN STOCK SHOW ASSOCIATION

By: _____
Randall Weeks
Title: Secretary

By: _____
Patrick A. Grant
Title: President

APPENDIX 4

RAIL OPERATIONS

A. During the month of January of each year, and at such other times as WSSA shall notify DRIR of WSSA's need to cross DRIR's rail lines, including all existing and future rail tracks, for access to and from WSSA's National Western Complex, rail operations will be conducted on the lines only during the hours between 10:00 a.m. and 5:00 p.m., and between 10:00 p.m. and 4:00 a.m; provided, (i) there shall be no off loading of drywall products on the National Western Drive Corridor trackage at any time during the month of January, and (ii) with respect to the River Corridor trackage, there may be off loading of drywall products from railroad cars in place prior to the month of January and located so as not to interfere with WSSA's need to cross such trackage. The excluded hours (4:00 a.m. to 10:00 a.m., and 5:00 p.m. to 10:00 p.m.) are those that typically involve significant activity in the area of the tracks, moving animals, people and equipment.

B. For a period of approximately 16 days in January of each year (to be identified in writing by WSSA to DRIR not later than December 1 of the previous year), no rail operations will be conducted on weekends or holidays. This is the period in which the National Western Stock Show and Rodeo is held and especially large numbers of visitors are in the area, including the area where the tracks are located, on weekends.

C. During the period in January of each year identified by WSSA pursuant to paragraph A above, in conformity with the practice during previous Stock Shows, no methanol deliveries will be made on the lines unless a shutdown of the Commerce City methanol facility of DRIR's customer, Power Assist, makes truck deliveries unfeasible, or if an inability to deliver by truck results due to the incapacity of the Power Assist tractor-trailer, Power Assist will be required to ship by rail. If either of these contingencies occur, Power Assist can accept rail

delivery from DRIR between the hours of 10 a.m. and 5 p.m. weekdays. If Power Assist is required to ship methanol by rail, the WSSA will be notified as soon as this possibility arises.

2. ACCESS ACROSS TRACKS

DRIR agrees to take no action that would impede WSSA or its employees, agents, invitees, licensees, guests and the livestock, vehicles and equipment of each of the foregoing, as well as the general public, from crossing the tracks at points where such crossing has customarily taken place, including the crossing of the track along National Western Drive across the street from Drywall Products, Inc.; the crossing at the west end of the alley immediately north of the Livestock Exchange Building; the crossing where the feed concessionaire crosses from National Western Drive which is north of Le Mouton Building; the crossing which is the entry into the Aetna Building and parking lot; the crossing from National Western Drive into the property known as the Livestock Exchange Building; the crossing of the river track approximately 150 feet north of the point where the river track crosses National Western Drive (east of National Byproducts); the animal and pedestrian crossing west of "Swift Lot" and immediately southeast of cattle tie-outs; road access across tracks near Cherokee RV; and such additional points as WSSA may reasonably need so long as the cost of maintenance of the crossings at such additional points are not unreasonably burdensome to DRIR.

3. CONSTRUCTION

WSSA is fearful that construction of trackage and other rail facilities along National Western Drive or on the river track during the same period, when thousands of people, vehicles and animals are moving in these areas, presents an impediment to free movement in connection with the National Western Stock Show and Rodeo, and, more importantly, would present a serious safety hazard. The construction will almost certainly intrude onto the already narrow right-of-way of National Western Drive and the tie-out areas of WSSA along the river track, and the additional line opened will itself

intrude onto the shoulder area of National Western Drive. Therefore, all such construction should cease during the month of January of each year unless coordinated with the WSSA for emergency purposes only.

PLEASE RETURN TO:

Barbara J. Mueller, Esq.
Davis, Graham & Stubbs LLP
Post Office Box 185
Denver, CO 80201-0185

Exhibit E-1A

1978 Deed to Parcel 40, 5135 Race Court – Parcel A

087112

1978 JUL 20 C28802

Recorded at ... o'clock ... M., ... S.T.C. COS
Reception No. ... Recorder, ... COUNTY-CLER
... COUNTY

RECORDER'S STAMP
1709 28

This Deed, Made this 18th day of July 19 78

between WESTERN STOCK CENTER, INC.

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the first part, and

SHOENBERG FARMS, INC., 7255 N. Sheridan Blvd. Arvada, CO 80003

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of

TWO HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED AND NO/100THS ---------- DOLLARS

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described or parcel of land, situate, lying and being in the City and County of Denver and State of Colorado, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO

State Documentary Fee
Date JL 20 1978
$ 26.55

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns forever And the said

WESTERN STOCK CENTER, INC., a Colorado Corporation

party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; except taxes for the year 1978 and all subsequent years, easements, restrictions, reservations and rights of way of record.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its president, and its corporate seal to be hereunto affixed, attested by its secretary, the day and year first above written.

Attest:

Carol A. Jukniavich
Secretary.

Western Stock Center, Inc., a Colorado Corporation
n/k/a Denver Union Corporation, a Colorado Corporation
By John F. O'Rea
President.

STATE OF COLORADO, City and County of Denver } ss.

The foregoing instrument was acknowledged before me this 18th day of July A.D. 19 78 by John F. O'Rea as President and Carol A. Jukniavich as Secretary of Western Stock Center, Inc., a Colorado Corporation n/k/a Denver Union Corporation, a Colorado Corporation a corporation.

My notarial commission expires October 11, 1981

Witness my hand and official seal.

Helene C. Lange
Notary Public.

No. 167. WARRANTY DEED—Corporation to Corporation—

1709 28

CERTIFICATION
The Clerk and Recorder for the City and County of Denver - State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.

Clerk and Recorder
by Joann Gonzales
Deputy County Clerk
Date 11-16-18

Josephine Gonzalez

No.

WARRANTY DEED

TO

STATE OF COLORADO
County of } ss.

I hereby certify that this Instrument was filed for record in my office this
day of , A. D. 19
o'clock M., and duly recorded in Book Page
File No. Reception No.
Recorder.
By Deputy.
Fee $

RETURN TO: Robert A. Thayer, Vice-President
2525 N. Sheridan Blvd.
Denver, CO 80033

- A parcel of land in the SE 1/4 of Section 14, Township 3 South, Range 68 West of the Sixth P.M., described as follows:

Beginning at the center of said Section 14; thence S 00° 16'21" W, along the North-South centerline of said Section 14, a distance of 266.26 feet to a point; thence S 54° 39'04" E, along the Southerly right of way line of Race Court, as established in Book 2737 at Page 487 of the Denver County records, a distance of 631.27 feet, said point being the True Point of Beginning; whence corner No. 1 of the Denver Union Stock Yard survey bears South 54°39'04" E along said Southerly right of way line of Race Court, a distance of 703.18 feet; thence North 54°39'04" W along the said Southerly right of way line of Race Court, a distance of 533.52 feet, more or less, to the Easterly right of way line of the Rio Grande Railroad; thence South 00°16'21" W along said Rio Grande Railroad right of way, a distance of 774.28 feet, more or less, to the South right of way line of vacated 51st Avenue; thence North 89°58'29" W along said South right of way line of 51st Avenue, a distance of 50.0 feet, more or less to the East right of way line of Franklin Street and it's Southerly extension; thence South 00°15'21" W along the East right of way line of Franklin Street and it's Southerly extension, a distance of 240.86 feet, thence Northwesterly on a curve to the left, the tangent of which bears North 39°36'24" E, and having a radius of 1149.91 feet, a central angle of 5°10'25", a distance of 103.83 feet to a point of tangency; thence North 34°25'59" E, a distance of 756.03 feet, more or less, to the True Point of Beginning.

Exhibit E-1B

1978 Deed to Parcel 40, 5135 Race Court – Parcel B

Recorded at ..... o'clock 089976 1978 S.T.G.CO. C 38802

Reception No. ..... Recorder.

4.00

if paid on W/D rec 7/20/78 B1704 p28

RECORDER'S STAMP

1712 415

This Deed, Made this 18th day of July, 19 78

between

WESTERN STOCK CENTER

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the first part, and

SHOENBERG FARMS, INC., 7255 N. Sheridan Blvd. Arvada, CO 80003

a corporation duly organized and existing under and by virtue of the laws of the state of Colorado of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN AND OTHER GOOD AND VALUABLE CONSIDERATION AND NO/100THS---------- DOLLARS to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described or parcel of land, situate, lying and being in the City and County of Denver and State of Colorado, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO:

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns forever. And the said

WESTERN STOCK CENTER, A Colorado Corporation

party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; except taxes for the year 1978 and all subsequent years, easements, restrictions, reservations, and rights of way of record.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its president, and its corporate seal to be hereunto affixed, attested by its secretary, the day and year first above written.

Attest:

Carol A. Juknievich
Secretary.

Western Stock Center, Inc., a Colorado Corporation
By n/k/a Denver Union Corporation
a Colorado Corporation
by [signature]
President.

STATE OF COLORADO,
City and County of Denver } ss.

The foregoing instrument was acknowledged before me this 18th day of July 19 78, by John F. O'Dea as President and Carol A. Juknievich as Secretary of Western Stock Center, Inc. a Colorado a corporation. n/k/a Denver Union Corporation, a Colorado Corporation

My notarial commission expires October 11, 1980

Witness my hand and official seal.

Nadine C. Lung
Notary Public.

No. 767. WARRANTY DEED—Corporation to Corporation

1712 415

CERTIFICATION

The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.

Clerk and Recorder
by Jesse Gonzalez
Deputy County Clerk
Date 11-16-18

Josephine Gonzalez

- A parcel of land in the SE 1/4 of Section 14, Township 3 South, Range 68 West of the Sixth P.M. and being a part of a parcel of land described in Book 2498 at Page 241, being more particularly described as follows:

Commencing at the Center of said Section 14; thence S 00°16'21" W along the North-South centerline of Section 14, a distance of 226.26 feet thence S 54°39'04" E, a distance of 97.75 feet to the Point of Beginning; thence N 54°39'04" W, a distance of 33.12 feet to a point located 10 feet Easterly as measured perpendicularly from the center line of the Denver & Rio Grande Western Railroad Company's I.C.C. Trace No. 12G; thence Southwesterly, parallel to and 10 feet distance from said Track centerline on a curve to the right being non-tangent to the last described course, having a central angle of 8°40'18" and a radius of 1397.64 feet, a distance of 211.53 feet to a point 30 feet Easterly from the said North-South centerline of Section 14, the chord of said curve bears S 6°29'31" W for a distance of 211.33 feet; thence S 00°16'21" W, parallel to and 30 feet Easterly of said North-South centerline of Section 14, a distance of 523.44 feet, more or less, to the North line of 51st Avenue; thence S 89°58'29" E along the North line of 51st Avenue, a distance of 50 feet more or less, to the West line of Parcel described in Book 1709 at Page 26 of the Denver County Records; thence N 00°16'21" E a distance of 714.28 feet, more or less, to the Point of Beginning,

All in the City and County of Denver, State of Colorado.

Exhibit E-1C

1978 Re-recorded Deed to Parcel 40, 5135 Race Court – Parcel B

Recorded at ..... 1978 JUL 5 PM 4.00

No. .....

Made this 18th of July, 19 78

WESTERN STOCK CENTER

duly organized and existing under and by virtue of the laws of Colorado of the first part, and

OENBERG FARMS, INC., 7255 N. Sheridan Blvd. Arvada, CO 80003

duly organized and existing under and by virtue of the laws of Colorado of the second part;

BETH, That the said party of the first part, for and in consideration of the sum of TEN OTHER GOOD AND VALUABLE CONSIDERATION AND NO/100THS---------- DOLLARS to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described or parcel of land, situate, lying and being in the City and County of Denver and State of Colorado, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO:

18724

1978 SEP 22 PM 12:02

COUNTY CLERK
DENVER COUNTY
1753 614

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns forever And the said

WESTERN STOCK CENTER, A Colorado Corporation

party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever except taxes for the year 1978 and all subsequent years, easements, restrictions, reservations and rights of way of record.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its president, and its corporate seal to be hereunto affixed, attested by its secretary, the day and year first above written.

Attest:

Carol A. Juknievich
Secretary.

Western Stock Center, Inc., a Colorado Corporation
By n/k/a Denver Union Corporation
a Colorado Corporation
by [signature]
President.

STATE OF COLORADO,
City and County of Denver } ss.

The foregoing instrument was acknowledged before me this 18th day of July 19 78, by John F O'Dea as President and Carol A Juknievich as Secretary of Western Stock Center, Inc. a Colorado a corporation. n/k/a Denver Union Corporation, a Colorado Corporation

My notarial commission expires 11/1/98

Witness my hand and [signature]

Public.

No. ..... to Corporation

~~1712 415~~
1753 614

The Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.

Clerk and Recorder
by [signature]
Deputy Co[illegible]rk
Date 11-16-18

Josephine Gonzalez

A parcel of land in the SE1/4 of Section 14, Township 3 South, Range 68 West of the Sixth P.M., City and County of Denver, State of Colorado, and being a part of a parcel of land described in Book 2498 at Page 241, being more particularly described as follows:

Commencing at the Center of said Section 14; thence S 00° 16' 21" W along the North-South centerline of Section 14, a distance of 266.26 feet to a point; thence S 54° 39' 04" E, a distance of 97.75 feet to the Point of Beginning; thence N 54° 39' 04" W, a distance of 33.12 feet to a point located 10 feet Easterly as measured perpendicularly from the center line of The Denver and Rio Grande Western Railroad Company's I.C.C. Track No. 12G; thence Southwesterly, parallel to and 10 feet distant from said Track centerline on a curve to the right being non-tangent to the last described course, having a central angle of 8° 40' 18" and a radius of 1397.64 feet, an arc distance of 211.53 feet to a point 30 feet Easterly from the said North-South centerline of Section 14, the chord of said curve bears S 6° 29' 31" W for a distance of 211.33 feet; thence S 00° 16' 21" W, parallel to and 30 feet Easterly of said North-South centerline of Section 14, a distance of 523.44 feet, more or less, to the North line of 51st Avenue; thence S 89° 58' 29" E along the North line of 51st Avenue, a distance of 50 feet, more or less, to the West line of a tract of land as described in Book 1709 at Page 29 of the Denver County Records; thence N 00° 16' 21" E along said West line, a distance of 714.28 feet, more or less, to the Point of Beginning, containing 33,444 sq. ft., more or ess.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

Exhibit E-2

1978 Deed to Parcel 45, 5125 Race Court – Parcel A

001160 1978 AUG 17 PM 1:48

Recorded at ..... o'clock ..... M. ..... F.J. SERAFINI
Reception No. ..... COUNTY CLERK
Recorder ..... DENVER COUNTY

Recorder's Stamp

1727 619

THIS DEED, Made this 7th day of August in the year of our Lord one thousand nine hundred and Seventy-eight between WESTERN STOCK CENTER, INC., n/k/a DENVER UNION CORPORATION a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the first part, and

HENRY G. FRANKEL
285 Rio Grande Blvd., Denver, Colorado
of the City and County of Denver and State of
of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of FOUR HUNDRED NINETY-EIGHT THOUSAND THREE HUNDRED NINETY-SIX AND 79/100ths-DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs, and assigns forever, all of the following described lot or parcel of land, situate, lying and being in the City and County of Denver and State of Colorado, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

State Documentary Fee
Date AUG 17 1978
$ 49.84

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, his heirs and assigns forever. And the said WESTERN STOCK CENTER, INC. n/k/a DENVER UNION CORPORATION, A Colorado Corporation party of the first part, for itself, and its successors, doth covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, and incumbrances of whatever kind or nature soever; except taxes for the year 1978 and all subsequent years, easements, restrictions, reservations, and rights of way of record.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest: Denver Union Corporation formerly Western Stock Center, Inc., a Colorado corporation

Secretary

By John F. O'Dea President

STATE OF COLORADO,
City and County of Denver } ss.

The foregoing instrument was acknowledged before me this 7th day of August 19 78, by John F. O'Dea as President and as Secretary of Western Stock Center n/k/a Denver Union Corporation, Inc., a Colorado corporation.

My notarial commission expires October 11, 1980

Witness my hand and official seal.

Notary Public

No. S 40B. Warranty Deed--Corporation.

COMPLIMENTS OF Security Title

1727 619

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.

Clerk and Recorder
by Deputy County Clerk
Date 11-16-18

Josephine Gonzalez

A parcel of land in the Southeast 1/4 of Section 14, Township 3 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows: Beginning at the Center of said Section 14, thence S 00°16'21" W. along the North South Centerline of said Section 14 a distance of 266.26 feet to a point; thence S. 54°39'04" E. along the Southerly right of way line of Race Court as established in Book 2737 at Page 487 of the Denver County Records a distance of 1124.45 feet to the Northwest Corner of the Purolator tract, recorded March 21, 1978 in Book 1623 at Page 385, said point being the TRUE POINT OF BEGINNING; whence Corner No. 1 of the Denver Union Stock Yard Survey bears S. 54°39'04" E. a distance of 210.0 feet; thence N. 54°39'04" W. along said Southerly right of way of Race Court a distance of 493.18 feet; to a point 8.5 feet Westerly from a spur trace; thence S. 34°25'59" W. a distance of 756.03 feet to a point of curve; thence on a curve to the right, tangent to the last described course and having a radius of 1149.91 feet, a distance of 125.56 feet to a point on the Northwesterly projection of the Northerly line of the Calvert tract as recorded July 16, 1976 in Book 1285 at Page 231; thence S. 54°32'35" E. along said Northerly line of the said Calvert tract a distance of 558.13 feet to the Westerly right of way line of the Chicago, Burlington, and Quincy Railroad; thence N. 45°23'48" E. along said railroad right of way a distance of 434.04 feet more or less to a point on the Southeasterly line of said Purolator tract; thence continuing along said tract N. 54°39'04" W. a distance of 147.84 feet; thence continuing along said tract N. 35°20'56" E. a distance of 455.0 feet to the TRUE POINT OF BEGINNING, together with

A parcel of land in the Southeast 1/4 of Section 14, Township 3 South, Range 68 West for the purpose of Ingress and Egress, being more particularly described as follows: Beginning at the Center of said Section 14, thence S 00°16'21" W. along the North South centerline of said Section 14, a distance of 1238.90 feet; thence S. 89°43'39" E. a distance of 30.00 feet to the Easterly line of Franklin Street extended South and the TRUE POINT OF BEGINNING; thence N. 74°03'32" E. a distance of 74.98 feet; thence S. 55°34'01" E. a distance of 12.30 feet, more or less to the Northwesterly line of above described parcel, thence N. 34°25'59" E. along said Northwesterly line a distance of 31.00 feet; thence N. 55°34'01" W. a distance of 18.31 feet; thence S. 74°03'32" W. a distance of 87.93 feet more or less to the said Easterly line of Franklin Street extended; thence S 00°16'21" W. along said line of Franklin Street extended, a distance of 25.41 feet more or less to the TRUE POINT OF BEGINNING, all in the City and County of Denver, State of Colorado.

Exhibit F-1

July 7, 2016, Deed to Parcel 39, 5131 Race Court, Reception 2016089190

WHEN RECORDED MAIL TO:
Division of Real Estate
Attention: Lisa Lumley
201 W. Colfax Ave., Dept. 1010
Denver, CO 80202

2016089190
Page: 1 of 3
07/07/2016 11:49 AM R $0.00 D $0.00
City & County of Denver WD

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

SPECIAL WARRANTY DEED

THIS DEED, made this 30 day of June, 2016, between **WEDCO INVESTMENTS, LLC,** a Colorado limited liability company whose address is 14697 E. Easter Avenue, Centennial, Colorado 80112 and **CITY AND COUNTY OF DENVER,** a Colorado municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202, Grantee:

WITNESSETH, That Grantor, for and inconsideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantees and Grantees' heirs, successors and assigns forever, all the real property together with improvements, if any, situate, lying and being in the City and County of Denver, and State of Colorado described as follows:

See Exhibit A attached hereto and by this reference incorporated herein;

Also known by street and number as 5131 Race Court, Denver, CO, 80216, Denver, Colorado;

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto Grantee and Grantee's heirs, successors, and assigns forever. And Grantor, for Grantor and Grantor's heirs and personal representatives, do covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor.

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.

Clerk and Recorder
by _____
Deputy County Clerk
Date 11/14/2018
Aaron Hurlburt

State Documentary Fee
Date
$ exempt

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

GRANTOR

WEDCO INVESTMENTS, LLC, a Colorado limited liability company

Eugene C. Weisberg, its Manager

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17th day of June 2016, by Eugene C. Weisberg the Manager of **WEDCO INVESTMENTS, LLC,** a Colorado limited liability company, whose address is 14697 E. Easter Avenue, Centennial, Colorado 80112 Grantor.

Witness my hand and official seal.

My commission expires: June 04, 2018

Notary Public

YVONNE DONALDSON-BANKS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144022327
MY COMMISSION EXPIRES JUNE 04, 2018

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST ONE-QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00°16'21" WEST AND ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14 A DISTANCE OF 266.26 FEET;
THENCE SOUTH 54°39'04" EAST A DISTANCE OF 397.06 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 234.21 FEET;
THENCE SOUTH 34°25'59" WEST A DISTANCE OF 272.00 FEET;
THENCE NORTH 55°34'01" WEST A DISTANCE OF 67.54 FEET;
THENCE NORTH 06°41'18" WEST A DISTANCE OF 26.55 FEET;
THENCE NORTH 04°10'41" EAST A DISTANCE OF 296.07 FEET TO THE POINT OF BEGINNING

Exhibit F-2

October 21, 2015, Deed to Parcel 40, 5135 Race Court, Reception 2015148689

Asset Mgmt. # 15-163

Asset Management Description:

Approved Amendment

When recorded, mail to:

Jeff Steinberg, Division of Real Estate
City of Denver
201 W. Colfax Ave Dept 1010
Denver, CO 80202

10/21/2015 02:39 PM R $0.00
City & County of Denver WD

2015148689
Page: 1 of 7
D $0.00

Special Warranty Deed

B.H. PARTNERSHIP B, L.P., a Delaware limited partnership, organized and existing under the laws of the State of California with its principal office at 11111 Santa Monica Blvd., Suite 600, Los Angeles, California 90025, as GRANTOR hereby conveys and warrants against all claiming by, through or under it to **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation, as GRANTEE, with its principal office at 1437 Bannock St, Denver, Colorado 80202, for the sum of TEN DOLLARS, (a) the following described tract of land generally located at **5135 Race Court, Denver, Colorado, 80216** and legally described in Exhibit A, attached hereto and incorporated herewith (collectively, hereinafter referred to as the "Land"), (b) all buildings, structures, fixtures and other improvements located on the Land (collectively, the "Improvements"), and (c) all rights, privileges and easements appurtenant to the Land and the Improvements (collectively, the "Property"); subject, however, to those matters more particularly described in Exhibit B attached hereto and made a part hereof for all purposes.

[Signature follows on the next page]

State Documentary Fee
Date 10-21-15
$ exempt

Land Title 70870787

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.

Clerk and Recorder
by [signature]
Deputy County Clerk
Date 11/14/2018

Aaron Hurlburt

WITNESS the hand of said GRANTOR, executed on this day written below.

B.H. PARTNERSHIP B, L.P.,
a Delaware limited partnership

By: B.H. Holding Company I, Inc.
a Delaware corporation, its
General Partner

TM By: _____
Arsalan Gozini, President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On October 15, 2015, ~~2015~~ before me, Y. Wachtel (here insert name of the officer), Notary Public, personally appeared Arsalan Gozini, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Y. Wachtel
Signature of Notary Public

[Seal] Y. WACHTEL
Commission # 2104754
Notary Public - California
Los Angeles County
My Comm Expires Mar 26, 2019

EXHIBIT A

Property Description

PARCEL A:

A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14, A DISTANCE OF 266.26 FEET TO A POINT;

THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RACE COURT, AS ESTABLISHED IN DEED RECORDED MAY 10, 1919 IN BOOK 2737 AT PAGE 487 OF THE DENVER COUNTY RECORDS, A DISTANCE OF 631.27 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING; WHENCE CORNER NO. 1 OF THE DENVER UNION STOCK YARD SURVEY BEARS SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF RACE COURT, A DISTANCE OF 703.18 FEET;

THENCE NORTH 54 DEGREES 39 MINUTES 04 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RACE COURT, A DISTANCE OF 533.52 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE RIO GRANDE RAILROAD;

THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST ALONG SAID RIO GRANDE RAILROAD RIGHT OF WAY, A DISTANCE OF 774.28 FEET, MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF VACATED 51ST AVENUE;

THENCE NORTH 89 DEGREES 58 MINUTES 29 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF 51ST AVENUE, A DISTANCE OF 50.0 FEET, MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF FRANKLIN STREET AND ITS SOUTHERLY EXTENSION;

THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF FRANKLIN STREET AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 240.86 FEET, THENCE NORTHEASTERLY ON A CURVE TO THE LEFT, THE TANGENT OF WHICH BEARS NORTH 39 DEGREES 36 MINUTES 24 SECONDS EAST, AND HAVING A RADIUS OF 1149.91 FEET, A CENTRAL ANGLE OF 5 DEGREES 10 MINUTES 25 SECONDS, A DISTANCE OF 103.83 FEET TO A POINT OF TANGENCY;

THENCE NORTH 34 DEGREES 25 MINUTES 59 SECONDS EAST, A DISTANCE OF 756.03 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING,

EXCEPTING FROM THE ABOVE DESCRIBED FEE PARCEL THE FOLLOWING PARCEL:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST AND ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14 A DISTANCE OF 266.26 FEET;

THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST A DISTANCE OF 397.06 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 234.21 FEET;

THENCE SOUTH 34 DEGREES 25 MINUTES 59 SECONDS WEST A DISTANCE OF 272.00 FEET;

THENCE NORTH 55 DEGREES 34 MINUTES 01 SECONDS WEST A DISTANCE OF 67.54 FEET;

THENCE NORTH 06 DEGREES 41 MINUTES 18 SECONDS WEST A DISTANCE OF 26.55 FEET;

THENCE NORTH 04 DEGREES 10 MINUTES 41 SECONDS EAST A DISTANCE OF 296.07 FEET TO THE POINT OF BEGINNING,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

A PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 14;

THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 14, A DISTANCE OF 266.26 FEET;

THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST, A DISTANCE OF 97.75 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 54 DEGREES 39 MINUTES 04 SECONDS WEST, A DISTANCE OF 33.12 FEET TO A POINT LOCATED 10 FEET EASTERLY AS MEASURED PERPENDICULARLY FROM THE CENTERLINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD COMPANY'S I.C.C. TRACK NO. 12G;

THENCE SOUTHWESTERLY, PARALLEL TO AND 10 FEET DISTANT FROM SAID TRACK CENTERLINE ON A CURVE TO THE RIGHT BEING NON-TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 8 DEGREES 40 MINUTES 18 SECONDS AND A RADIUS OF 1397.64 FEET, A DISTANCE OF 211.53 FEET TO A POINT 30 FEET EASTERLY FROM THE SAID NORTH-SOUTH CENTERLINE OF SECTION 14, THE CHORD OF SAID CURVE BEARS SOUTH 6 DEGREES 29 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 211.33 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST, PARALLEL TO AND 30 FEET EASTERLY OF SAID NORTH-SOUTH CENTERLINE OF SECTION 14, A DISTANCE OF 523.44 FEET, MORE OR LESS, TO THE NORTH LINE OF 51ST AVENUE;

THENCE SOUTH 89 DEGREES 58 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF 51ST AVENUE, A DISTANCE OF 50 FEET MORE OR LESS TO THE WEST LINE OF PARCEL

DESCRIBED IN DEED RECORDED JULY 20, 1978 IN BOOK 1709 AT PAGE 28 OF THE DENVER COUNTY RECORDS;

THENCE NORTH 00 DEGREES 16 MINUTES 21 SECONDS EAST A DISTANCE OF 714.28 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,

CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

AN EASEMENT FOR VEHICULAR INGRESS AND EGRESS AS RESERVED IN DEED FROM SHOENBERG FARMS, INC. TO WEDCO INVESTMENTS RECORDED SEPTEMBER 22, 1982 IN BOOK 2659 AT PAGE 343, SAID EASEMENT IS 25 FEET IN WIDTH, WHICH IS EAST OF AND PARALLEL WITH THE FOLLOWING COURSES:

COMMENCING AT THE CENTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 16 MINUTES 21 SECONDS WEST AND ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14 A DISTANCE OF 266.26 FEET;

THENCE SOUTH 54 DEGREES 39 MINUTES 04 SECONDS EAST A DISTANCE OF 397.06 FEET TO A POINT;

THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 234.21 FEET;

THENCE SOUTH 34 DEGREES 25 MINUTES 59 SECONDS WEST A DISTANCE OF 272.00 FEET;

THENCE NORTH 55 DEGREES 34 MINUTES 01 SECONDS WEST A DISTANCE OF 67.54 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT;

THENCE NORTH 06 DEGREES 41 MINUTES 18 SECONDS WEST A DISTANCE OF 26.55 FEET;

THENCE NORTH 04 DEGREES 10 MINUTES 41 SECONDS EAST A DISTANCE OF 296.07 FEET TO THE POINT OF TERMINUS.

PARCEL D:

AN EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN DEED FROM DENVER UNION CORPORATION RECORDED MARCH 30, 1973, IN BOOK 668 AT PAGE 57, IN AS MUCH AS SAID EASEMENT BENEFITS SUBJECT PROPERTY.

[END OF EXHIBIT A]

EXHIBIT B

Permitted Exceptions

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

8. EXISTING LEASES AND TENANCIES, IF ANY.

9. BURDENS AND OBLIGATIONS IN CONNECTION WITH THOSE EASEMENT RIGHTS SET FORTH IN SCHEDULE A HEREIN, AS RESERVED IN DEED RECORDED SEPTEMBER 22, 1982 IN BOOK 2659 AT PAGE 343.

   (AFFECTS PARCEL C)

10. TERMS, RESERVATIONS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN QUIT CLAIM DEED RECORDED MARCH 30, 1973 IN BOOK 668 AT PAGE 57.

11. ANY RIGHT, TITLE OR INTEREST WHICH MAY BE CLAIMED BY THE RAILROAD LOCATED ON, AND/OR ABUTTING SAID PROPERTY; AND ANY RIGHT, TITLE OR INTEREST, IN FEE SIMPLE, IN AND TO A TRACT OF LAND SEVENTEEN (17) FEET IN WIDTH, BEING EIGHT AND ONE-HALF (8 1/2) FEET ON EITHER SIDE OF THE CENTER LINE OF THE RAILROAD TRACKS, NOW EXISTING, AS SET FORTH IN QUIT CLAIM DEED RECORDED MARCH 30, 1973 IN BOOK 668 AT PAGE 57.

    NOTE: SAID INSTRUMENT FAILS TO IDENTIFY EXACT LOCATION OF SAID 17 FOOT STRIP.

12. EASEMENT GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR RIGHT OF WAY, UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 06, 1969, IN BOOK 9988 AT PAGE 581.

13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN QUIT CLAIM DEED RECORDED MARCH 28, 1974 IN BOOK 854 AT PAGE 374.

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WARRANTY DEED RECORDED AUGUST 17, 1978 IN BOOK 1727 AT PAGE 619.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN QUIT CLAIM DEEDS FOR UTILITY EASEMENTS RECORDED NOVEMBER 15, 1982 IN BOOK 2691 AT PAGES 462 AND 463.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GENERAL WARRANTY DEED RECORDED FEBRUARY 11, 1993 UNDER RECEPTION NO. R-93-0019289.

17. TERMS, CONDITIONS, PROVISIONS, BURDENS, AND OBLIGATIONS AS SET FORTH IN DEED FROM DENVER UNION CORPORATION RECORDED MARCH 30, 1973 IN BOOK 668 AT PAGE 57. THE EFFECT OF THE FAILURE OF SAID DEED TO LOCATE AND DESCRIBE SAID EASEMENT PARCEL.

18. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM LAND TITLE SURVEY CERTIFIED JULY 31,2015 PREPARED BY JACOBS, JOB #RACE COURT ALTA SAID DOCUMENT STORED AS OUR ESI 24123298:

    A. THE ENCROACHMENT OF A BUILDING INTO PARCEL C OF THE LAND.

    B. THE ENCROACHMENTS OF A "AIR HANDLER UNIT" AND A "FUEL TANK AND GUARD RAIL" ONTO PARCEL A OF THE LAND.

    C. ANY RIGHTS AND/OR UNRECORDED AGREEMENTS REGARDING THE RAILROAD TRACKS LOCATED UPON PARCELS A AND B OF THE LAND.

[END OF EXHIBIT B]

Exhibit F-3

May 2, 2016, Deed to Parcel 44, 5130 Franklin Street, Reception 2016057079

2016057079
Page: 1 of 3
05/02/2016 10:40 AM R $0.00 D $0.00
City & County of Denver WD

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed"), made as of this 2nd day of May, 2016, by **BACK COUNTRY HOLDINGS, LLC**, a California limited liability company, whose address is 1333 Lowrie Avenue, South San Francisco, California 94080 ("Grantor") to the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation of the State of Colorado and home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of **TWO MILLION ONE HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($2,182,500.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto the Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by the Grantor situate, lying and being in the City and County of Denver, State of Colorado, and being more particularly described on **Exhibit A** attached hereto and incorporated herein ("Property");

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in, and to the above-bargained Property, together with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto the Grantee, and its successors and assigns forever. The Grantor, for itself and its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained Property in the quiet and peaceable possession of the Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor.

No separate bill of sale with respect to improvements on the Property will be executed.

THIS DEED BEING RE-RECORDED TO ATTACH EXHIBIT A LEGAL DESCRIPTION

2016059496
Page: 1 of 4
05/06/2016 09:46 AM R $0.00 D $0.00
City & County of Denver WD

Land Title GUARANTEE COMPANY 7045911C

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.
Clerk and Recorder
by _____ Deputy County Clerk
Date 11/14/2018
Aaron Hurlburt

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

BACK COUNTRY HOLDINGS, LLC,
a California limited liability company

By: _____

Name: Gregory Gahagan

Title: Member

STATE OF California)
) ss.
COUNTY OF San Mateo)

The foregoing instrument was acknowledged before me this 25 day of April, 2016, by Gregory Gahagan, as Member of Back Country Holdings, LLC, a California limited liability company.

Witness my hand and official seal.

My commission expires: April 20, 2017

_____
Notary Public

BACK COUNTRY HOLDINGS, LLC,
a California limited liability company

By: _____

Name: Timothy M. Polishook

Title: Member

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 28 day of April, 2016 by Timothy M. Polishook as Member of Back Country Holdings, LLC, a California limited liability company.

Witness my hand and official seal.

My commission expires: 8/17/2019

_____
Notary Public

Kimberly Sanchez
Notary Public
Maricopa County, Arizona
My Comm. Expires 8-17-19

Exhibit A

PARCEL A:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 14;
THENCE SOUTH 00°16'21" WEST ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 14 A DISTANCE OF 268.26 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF RACE COURT AS ESTABLISHED IN DEED RECORDED MAY 10, 1919 IN BOOK 2737 AT PAGE 487 OF THE DENVER COUNTY RECORDS;
THENCE SOUTH 54°39'04" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 631.27 FEET;
THENCE SOUTH 34°25'59" WEST A DISTANCE OF 526.03 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 55°34'01" EAST A DISTANCE OF 165.00 FEET;
THENCE SOUTH 03°51'22" WEST A DISTANCE OF 102.12 FEET;
THENCE SOUTH 34°25'59" WEST A DISTANCE OF 195.00 FEET;
THENCE NORTH 55°34'01" WEST A DISTANCE OF 218.00 FEET TO A POINT ON A CURVE;
THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1149.91 FEET, A CENTRAL ANGLE OF 02°38'15", AN ARC DISTANCE OF 52.94 FEET THE CHORD OF SAID CURVE BEARS NORTH 35°34'04" EAST A DISTANCE OF 52.93 FEET;
THENCE NORTH 34°25'59" EAST A DISTANCE OF 230.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST FOR THE PURPOSE OF INGRESS AND EGRESS, (WITH GRANTOR'S CONTINUING RESERVATION OF RIGHTS OF INGRESS AND EGRESS FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 14;
THENCE SOUTH 00°16'21" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14, A DISTANCE OF 1238.90 FEET;
THENCE SOUTH 89°43'39" EAST A DISTANCE OF 30.00 FEET TO THE EASTERLY LINE OF FRANKLIN STREET EXTENDED SOUTH AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 74°03'32" EAST A DISTANCE OF 74.98 FEET;
THENCE SOUTH 55°34'01" EAST A DISTANCE OF 12.30 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF ABOVE DESCRIBED PARCEL;
THENCE NORTH 34°29'59" EAST ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 31.00 FEET;
THENCE NORTH 55°34'01" WEST A DISTANCE OF 18.31 FEET;
THENCE SOUTH 74°03'32" WEST A DISTANCE OF 87.93 FEET, MORE OR LESS, TO THE SAID EASTERLY LINE OF FRANKLIN STREET EXTENDED;
THENCE SOUTH 00°16'21" WEST ALONG SAID LINE OF FRANKLIN STREET EXTENDED, A DISTANCE OF 25.41 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Exhibit F-4

June 18, 2018, Deed to Parcel 45, 5125 Race Court, Reception 2018074246

2018074246
Page: 1 of 12
D $0.00
08/16/2018 09:16 AM R $0.00
City & County of Denver ODR

DISTRICT COURT, DENVER COUNTY, COLORADO Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202	
Plaintiff(s) C AND C OF DENVER v. **Defendant(s)** AW RACE LLC et al.	DATE FILED: June 14, 2018 10:11 AM CASE NUMBER: 2017CV31602
	⚠ COURT USE ONLY ⚠ Case Number: 2017CV31602 Division: 203 Courtroom:

Order: Proposed Final Rule and Order

The motion/proposed order attached hereto: SO ORDERED.

Issue Date: 6/14/2018

BRIAN R WHITNEY
District Court Judge

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.

Clerk and Recorder
by _____
Deputy County Clerk
Date 11/14/2018

Aaron Hurlburt

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO 1437 Bannock Street, Room 256 Denver, Colorado 80202	
Petitioner: CITY AND COUNTY OF DENVER, a home rule city and municipal corporation v. Respondents: AW Race, LLC, a Colorado limited liability company; *et al.*	▲ COURT USE ONLY ▲ Case Number: 2017CV31602 Courtroom: 203

[PROPOSED] FINAL RULE AND ORDER

THIS MATTER comes before the Court on the Stipulated Motion for Entry of Final Rule and Order filed by Petitioner, City and County of Denver ("City") and Respondent, AW Race, LLC. THE COURT, having reviewed said Motion and the other pleadings and documents filed in this action, and otherwise being fully advised in the premises, hereby FINDS:

1. The City initiated this eminent domain matter on May 2, 2017 seeking to acquire property located at 5125 Race Court, Denver, Colorado ("Subject Property"), from the Respondent-Landowner for the National Western Center Project (the "Project"), pursuant to Article XX of the Constitution of the State of Colorado, Section 3.2.5 of Denver's Charter, §§ 30-35-201; 38-1-201; 38-1-202, and 38-6-1-1, *et seq.* of the Colorado Revised Statutes, and other applicable law. The acquisition of the Subject Property, which is the subject of this condemnation action, has been approved by the Denver City Council pursuant to the Charter of the City and County of Denver as duly adopted Ordinance No. 15-0900, Series of 2015 ("Ordinance"). The Takings Property to be acquired is set forth in **Exhibit A** attached to the Rule and Order.

2. The Court has subject matter jurisdiction pursuant to C.R.S. § 38-1-102.

3. The property is located in Denver County, Colorado. Venue in this Court is proper pursuant to Colo. R. Civ. P. 98.

4. Service has been perfected on all named Respondents pursuant to C.R.C.P. 4. Proof of Service or signed waivers of service from all named Respondents have been filed with the Court. Accordingly, the Court has personal jurisdiction over the parties hereto.

5. Respondent AW Race, LLC filed an Entry of Appearance on June 12, 2017.

6. Respondent BOKF, NA dba Colorado State Bank and Trust filed an Entry of Appearance on June 5, 2017 and after disbursement of funds was dismissed from this matter on July 28, 2017.

7. Respondent Debra Johnson, the Clerk and Recorder and Public Trustee of the City and County of Denver, was named in this action pursuant to a deed of trust held on the subject property. The Public Trustee filed an answer and requested she be dismissed on May 4, 2017.

8. Respondent Steve Ellington, the Treasurer for the City and County of Denver, was named in this action pursuant to any tax or other liens that may have attached to the subject property. The Treasurer filed an answer on May 4, 2017.

9. Respondent Back Country Holdings, LLC filed a disclaimer of interest on May 23, 2017.

10. The City entered into stipulations with Respondents Xcel Energy, Inc., Public Service Company of Colorado and CenturyLink QC, which resolve the claims concerning their respective property interests. The City is taking the Subject Property subject to all of these interests.

11. Public Service of Company of Colorado specifically requested the following language related to its property interest be included in the final rule and order:

> Respondent Public Service Company of Colorado ("PSCo") has an interest in the Subject Property by virtue of an easement recorded on September 2, 1980 at Page 146 and July 2, 1986 at Reception number 1986089907, in the records of the Clerk and Recorder of Denver County. ("PSCo's Easement"). PSCo currently owns and operates a 13.2 kV, three phase, underground and overhead primary conductors located, in part, within the above mentioned PSCo Easement feeding three (3), three-phase, pad mount transformers, and revenue meters, connecting customer loads to PSCo's electric distribution system. PSCo also owns and operates a one and one quarter inch, steel, intermediate pressure, natural gas service line which is located on the Subject Property (collectively "PSCo's Facilities"). Petitioner shall take title to, possession of, and use the property sought to be acquired subject to PSCo's Facilities and PSCo's Easement (collectively "PSCo's Property Interests").

12. All interested parties named in the Petitions in Condemnation have been served or have submitted to the jurisdiction of this Court, as required by Colo. Rev. Stat. § 38-1-103. All such parties have either consented to entry of this Final Rule and Order, filed a disclaimer of interest, were dismissed by the Court, or have failed to respond to the Petitions in Condemnation or otherwise assert their interests in these proceedings.

13. Immediate possession of the property interests was stipulated to between Petitioner and Respondent, AW Race, LLC. On June 7, 2017, the Court entered an Order Granting Immediate Possession and $10,370,000.00 was deposited into the Registry of the Court. On July 28, 2017, the Clerk of the Court disbursed $6,181,174.46 to Respondent AW Race, LLC and $4,188,825.54 was disbursed to BOKF, NA.

14. On June 4, 2018 - June 8, 2018 a five-day valuation trial to a Commission commenced and both the Petitioner and Respondent appeared at trial.

15. In the Commission's Certificate of Ascertainment filed on June 12, 2018, the Commission awarded compensation of $27,163,000.00 for the Subject Property.

16. The Court has caused the commissioners' certificate to be entered upon the records of the Court, as per C.R.S. § 38-1-116.

NOW THEREFORE, based upon these findings and other matters in the Court record, along with the Commissioners' Certificate of Ascertainment, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Subject Property more fully described in **Exhibit A** attached hereto is and have been duly and lawfully taken and condemned by Petitioner pursuant to the statutes and the Constitution of the State of Colorado, that the interests of all Respondents in the Subject Property have been acquired by Petitioner unless otherwise indicated herein, and that the Subject Property is hereby conveyed to Petitioner free and clear of same.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the amount of $27,163,000 represents total compensation to be paid by the Petitioner for the Subject Property for the National Western Center Project. In addition, Petitioner previously paid $10,370,000 leaving a balance of $16,793,000 with pre-judgment interest as of June 12, 2018 in the amount of $1,328,717.37 is owed pursuant to C.R.S. § 38-1-116 and post-judgement interest as of June 15, 2018 in the amount of $11,915.65. The total deposit as of June 15, 2018 is $18,133,633.02. Daily post-judgment interest will continue to accrue at $3,971.88 for each day after June 15, 2018 if the City does not make its full and final deposit by that date.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that a certified copy of this Final Rule and Order may be recorded and indexed in the office of the Clerk and Recorder of Denver County, Colorado, in the like manner and in the like effect as if it were a deed of conveyance of 5125 Race Court, Denver, Colorado, the Subject Property, as shown on the attached **Exhibit A** from the owners and parties interested therein to the Petitioner, The City and County of Denver. Upon recording of this Final Rule and Order, the *Lis Pendens* recorded on May 3, 2017 at Reception No. 2017059215 with the Clerk and Recorder of Denver County, Colorado, shall be released and of no further effect.

IT IS FURTHER ORDERED that the Court retains jurisdiction of this case for the purpose of determining any costs, expert witness fees and expenses allowed to Respondent as a result of the condemnation action.

So ORDERED, this _____ day of _____ 2018.

_____
Denver District Court Judge

PARCELS A, B, AND C – 5125 RACE CT., DENVER, CO

DATE FILED: June 1, 2017 4:18 PM
FILING ID: 36D6D0F4E6FBB
CASE NUMBER: 2017CV31602

PARCEL A:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 14; THENCE S00°16'21"W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14, A DISTANCE OF 266.26 FEET TO A POINT; THENCE S54°39'04"E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RACE COURT AS ESTABLISHED IN DEED RECORDED MAY 10, 1919 IN BOOK 2737 AT PAGE 487 OF THE DENVER COUNTY RECORDS, A DISTANCE OF 1124.45 FEET TO THE NORTHWEST CORNER OF THE PUROLATOR TRACT RECORDED MARCH 21, 1978 IN BOOK 1623 AT PAGE 385, SAID POINT BEING THE TRUE POINT OF BEGINNING; WHENCE THE CORNER NO. 1 OF THE DENVER UNION STOCK YARD SURVEY BEARS S54°39'04"E, A DISTANCE OF 210.0 FEET; THENCE N54°39'04"W ALONG THE SOUTHERLY RIGHT OF WAY OF RACE COURT, A DISTANCE OF 493.18 FEET TO A POINT 8.5 FEET WESTERLY FROM A SPUR TRACK; THENCE S34°25'59"W, A DISTANCE OF 526.03 FEET; THENCE S55°34'01"E, A DISTANCE OF 165.00 FEET; THENCE S03°51'22"W, A DISTANCE OF 102.12 FEET; THENCE S34°25'59"W, A DISTANCE OF 195.00 FEET; THENCE N55°34'01"W, A DISTANCE OF 218.00 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO
THE RIGHT HAVING A RADIUS OF 1149.91 FEET, A CENTRAL ANGLE OF 03°37'08", AN ARC DISTANCE OF 72.63 FEET, THE CHORD OF SAID CURVE BEARS S38°41'45"W, A DISTANCE OF 72.62 FEET TO A POINT ON THE NORTHWESTERLY PROJECTION OF THE NORTHERLY LINE OF THE CALVERT TRACT AS RECORDED JULY 16, 1976 IN BOOK 1285 AT PAGE 231; THENCE S54°32'14"E ALONG SAID NORTHERLY LINE OF SAID CALVERT TRACT, A DISTANCE OF 558.12 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE N45°20'00"E ALONG SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 434.04 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PUROLATOR TRACT, THENCE CONTINUING ALONG SAID TRACT N54°39'04"W, A DISTANCE OF 147.84 FEET; THENCE CONTINUING ALONG SAID TRACT N35°20'56"E, A DISTANCE OF 455.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

EASEMENT RIGHTS FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 68 WEST, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 14, THENCE S00°16'21"W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14, A DISTANCE OF 1238.90 FEET; THENCE S89°43'39"E A DISTANCE OF 30.00 FEET TO THE EASTERLY LINE OF FRANKLIN STREET EXTENDED SOUTH AND THE TRUE POINT OF BEGINNING; THENCE N74°03'32"E A DISTANCE OF 74.98 FEET; THENCE S55°34'01"E A DISTANCE OF 12.30 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED AUGUST 31, 2006 AT RECEPTION NO. 2006140689, SAID POINT ALSO BEING ON THE NORTHWESTERLY LINE OF A 30.0' WIDE EASEMENT PARCEL FOR INGRESS/EGRESS ALSO DESCRIBED AT RECEPTION NO. 2006140689; THENCE N34°29'59"E ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 31.00 FEET, THE FIRST 17.20 FEET SAID LINE BEING
COINCIDENT WITH SAID EASEMENT PARCEL; THENCE N55°34'01"W A DISTANCE OF 18.31 FEET;
THENCE S74°03'32"W A DISTANCE OF 87.93 FEET, MORE OR LESS, TO THE SAID EASTERLY LINE OF FRANKLIN STREET EXTENDED; THENCE S00°16'21"W ALONG SAID LINE OF FRANKLIN STREET EXTENDED, A DISTANCE OF 25.41 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL C:

EXHIBIT A

RIGHTS OF INGRESS AND EGRESS AS SET FORTH IN DEED OF EASEMENT AND RIGHT-OF-WAY RECORDED DECEMBER 23, 1975 IN BOOK 1173 AT PAGE 81 AND AS RESERVED SPECIAL WARRANTY DEED RECORDED AUGUST 31, 2006 AT RECEPTION NO. 2006140689.

EXHIBIT A

DISTRICT COURT, DENVER COUNTY, COLORADO Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202	DATE FILED: June 15, 2018 2:10 PM
Plaintiff(s) C AND C OF DENVER v. **Defendant(s)** AW RACE LLC et al.	CASE NUMBER: 2017CV31602
	⚠ COURT USE ONLY ⚠
	Case Number: 2017CV31602 Division: 203 Courtroom:

Order: (Proposed) Amendment to Final Rule and Order

The motion/proposed order attached hereto: SO ORDERED.

Issue Date: 6/15/2018

BRIAN R WHITNEY
District Court Judge

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO 1437 Bannock Street, Room 256 Denver, Colorado 80202	
Petitioner: CITY AND COUNTY OF DENVER, a home rule city and municipal corporation v. Respondents: AW Race, LLC, a Colorado limited liability company; *et al.*	▲ COURT USE ONLY ▲ Case Number: 2017CV31602 Courtroom: 203

[PROPOSED] AMENDMENT TO FINAL RULE AND ORDER

Attachment to Mot. - 2017CV31602

THIS MATTER comes before the Court on the partied Amended Stipulated Motion for Entry of Final Rule and Order filed by Petitioner, City and County of Denver ("City"), Respondent, AW Race, LLC, and CenturyLink QC. THE COURT, having reviewed said Motion and the other pleadings and documents filed in this action, and otherwise being fully advised in the premises, hereby FINDS:

Paragraph 10 of the Final Rule and Order entered on June 14, 2018 is amended to state:

The City entered into stipulations with Respondents Xcel Energy, Inc., Public Service Company of Colorado and CenturyLink QC, which resolve the claims concerning their respective property interests. The City is taking the Subject Property subject to all of these interests. A copy of the Order Re: Stipulation Concerning Century Link QC's Property Interests is attached hereto as **Exhibit B** and incorporated herein by reference.

All other terms of the FINAL RULE and ORDER entered on June 14, 2018 are in full force and effect.

So ORDERED, this _____ day of _____ 2018.

_____
Denver District Court Judge

DISTRICT COURT, CITY & COUNTY OF DENVER COLORADO Denver District Court 1437 Bannock St., Room 256 Denver, CO 80202	
Plaintiff: CITY AND COUNTY OF DENVER, a home rule city and municipal corporation v. **Defendants:** AW RACE, LLC, a Colorado limited liability company; *et al.*	**COURT USE ONLY** **Case Number:** **2017CV31602** **Division/Courtroom: 203**
ATTORNEYS FOR PETITIONER, THE CITY AND COUNTY OF DENVER: Renee A. Carmody, (#40202) Benjamin T. Figa, (#41302) Assistant City Attorneys Municipal Operations Section 201 W. Colfax Avenue, Dept. 1207 Denver, CO 80202 Phone: 720.913.3256; Fax: 720-913.3180 E-mail: renee.carmody@denvergov.org benjamin.figa@denvergov.org ATTORNEYS FOR RESPONDENT MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY N/K/A QWEST CORPORATION D/B/A CENTURYLINK QC: Kenneth K. Skogg (#17053) Dana B. Baggs (#36699) Lowe, Fell & Skogg, LLC 1099 Eighteenth Street, Suite 2950 Denver, Colorado 80202 Phone: 720.359.8200; Fax: 720.359.8201 E-mail: kskogg@lfslaw.com dbaggs@lfslaw.com	

STIPULATION CONCERNING CENTURYLINK QC'S PROPERTY INTERESTS

Petitioner City and County of Denver ("Petitioner" or "City") and Respondent Mountain States Telephone and Telegraph Company n/k/a Qwest Corporation d/b/a CenturyLink QC ("CenturyLink QC"), by and through their respective counsel of record, stipulate and agree to the following with respect to CenturyLink's interests in the property that is the subject of this action:

1. This case is an eminent domain proceeding filed pursuant to C.R.S. 38-1-101 et seq. involving the condemnation of property for the National Western Center Project (the "Project").

2. The City filed its Amended Petition in Condemnation (the "Petition") in this action on May 3, 2017, seeking to acquire that certain real property legally described in **Exhibit A** to the Petition (the "Subject Property").

3. Qwest Corporation d/b/a CenturyLink QC is the successor in interest to Mountain States Telephone & Telegraph Company and has an interest in the Subject Property pursuant to an easement instrument recorded in the records of the City and County of Denver, Colorado on February 6, 1969 in Book 9988 at Page 581 (the "CenturyLink QC Easement"). CenturyLink QC currently owns and operates certain communications and other facilities, including, but not necessarily limited to, underground fiber and copper cables wires, conduits, pedestals and service terminals that are located with the CenturyLink QC Easement (the "CenturyLink QC Facilities"), which provide telecommunications and data service to the Subject Property, as well as to neighboring and adjoining properties. The CenturyLink QC Easement and CenturyLink QC Facilities are collectively referred to herein as "CenturyLink QC's Property Interests."

4. In this case, the City does not seek to extinguish, modify, impact or impair the CenturyLink QC Easements or otherwise alter or interfere with any CenturyLink QC Facilities as part of the condemnation proceeding. Accordingly, the City agrees to take title to, possession of and use of the Subject Property subject to CenturyLink QC's Property Interests. CenturyLink QC shall continue to have easement rights in the Subject Property as expressly provided for in the CenturyLink QC Easement, including, but not necessarily limited to, the right to construct, operate, and maintain telecommunications and related facilities within the easement area and the right to continue to use any existing facilities and/or place new and additional facilities over, under, and across the easement area. The CenturyLink QC Easement shall remain in full force and effect, and this condemnation shall not terminate, modify or limit that easement, notwithstanding this condemnation. If construction of the Project should require the relocation of any CenturyLink QC Facilities, the City agrees to bear all reasonable costs and expenses associated with relocating any CenturyLink QC Facilities that may be impacted by the City's acquisition, possession or use of the Subject Property.

5. CenturyLink QC stipulates to the City's immediate possession of the Subject Property, and consents to the entry of a Rule and Order conveying the Subject Property sought by the City in the Petition filed in this case subject to the conditions set forth above, and makes no claim to any of the compensation to be awarded in this case, provided that the terms and conditions of this stipulation are incorporated in, and made a part of, the Court's final Rule and Order.

6. The City agrees to take reasonable steps necessary to ensure that any order, stipulation, or voluntary agreement transferring the Subject Property to the City incorporates and includes the terms and conditions of this Stipulation. Should the City fail to include such language in a proposed order, stipulation, or agreement, the City shall take reasonable steps necessary to ensure that its taking of the Subject Property is consistent with this Stipulation, including, but not limited to, seeking an amended Rule and Order from the Court. The City

agrees to provide CenturyLink QC with a copy of the final recorded Rule and Order vesting title to the Subject Property in the City subject to CenturyLink QC's Property Interests by either mailing or emailing it to CenturyLink QC's undersigned counsel.

7. The City and CenturyLink QC agree that upon the Court's entry of an order approving this Stipulation, CenturyLink QC will have the right to record the order and this Stipulation with the Clerk and Recorder for the City and County of Denver, Colorado.

8. The City and CenturyLink QC further agree that upon the Court's entry of an order approving this stipulation, CenturyLink QC will no longer be required to participate in this litigation except as required by the terms of this Stipulation. CenturyLink QC shall remain as a party of record in this action and shall continue to receive copies of all documents filed with the Court or served by the Court.

WHEREFORE, the City and CenturyLink QC respectfully request that the Court enter an order approving the terms of this Stipulation and for such further and different relief as the Court deems appropriate. A proposed order is submitted for the Court's convenience

Respectfully submitted this 14th day of July, 2017.

KRISTIN M. BRONSON
Denver City Attorney

By: *s/ Reneé A. Carmody*
Reneé A. Carmody, #40202
Benjamin T. Figa, # 41302
Attorneys for Petitioner City and County of Denver

and

LOWE, FELL & SKOGG, LLC

s/ Dana B. Baggs
Kenneth K. Skogg, #17053
Dana B. Baggs, #36699

Attorneys for Respondent Mountain States Telephone and Telegraph Company n/k/a Qwest Corporation d/b/a CenturyLink QC

Pursuant to C.R.C.P. 121, § 1-26(7), a printed or printable copy of this document with original, electronic, or scanned signatures is on file at the office of Lowe, Fell & Skogg, LLC, and will be made available for inspection by other parties or the court upon request.

Exhibit G

March 30, 1973, Deed, DB 668, p. 57

Recorded at.....o'clock.....M., ...

Reception No..... U 3 4 7 9 6 Recorder.

3.00

I FEE QC

MAR-30-73 705986

THIS DEED, Made this 12th day of February, 19 73, between Denver Union Corporation

Recorder's Stamp
STATE OF COLORADO
CITY & COUNTY
OF DENVER
FILED IN MY OFFICE ON
MAR 30 | 10 PM '73
RECORDED IN 668 57
F. J. SERAFINI
CLERK AND RECORDER

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and its wholly owned subsidiary Western Stock Center, Inc.

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the second part,

WITNESS, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration----------~~DOLLARS,~~

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath remised, released, sold, conveyed and QUIT CLAIMED, and by these presents doth remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its successors and assigns forever, all the right, title, interest, claim and demand which the said party of the first part hath in and to the following described real/property situate, lying and being in the City and County of Denver and State of Colorado, ~~to wit~~: and the County of Adams and State of Colorado, to wit:

All of the grantor's right, title and interest in and to the following:

Township 3 South, Range 68 West of the 6th P.M.,

Section 14: S 1/2
Section 23: NE 1/4

Subject to the reservation in Exhibit A attached hereto and made a part hereof.

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 the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest: DENVER UNION CORPORATION

Vincent M. Dwyer, Jr., Secretary.

SEAL

DENVER UNION CORPORATION

By John F. O'Dea, President.

STATE OF COLORADO,
City and County of Denver } ss.

The foregoing instrument was acknowledged before me this 27 day of March 19 73, by John F. O'Dea as President and Vincent M. Dwyer, Jr. as Secretary of Denver Union Corporation, a corporation.

My commission expires Jan. 3, 1974

Witness my hand and official seal.

Frankie E. Cort
Notary Public.

No. 825. QUIT CLAIM DEED.—Corporation to Corporation.—Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado—2-72

668 57

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.

Clerk and Recorder
by Janie Gonzalez
Deputy County Clerk
Date 11-16-18

Josephine Gonzalez

EXHIBIT A

Reserving, however, from the above described property the Grantor's entire right, title and interest in and to the following tract of land (hereinafter called the "reserved tract") in fee simple absolute, namely a tract of land seventeen (17) feet in width, being eight and one-half (8 1/2) feet on either side of the center line of the railroad tracks existing on the above described property as the same are now situate (there being approximately 30,584 linear feet of railroad track now existing on the above described property), said reserved tract consisting of 428,176 square feet more or less; provided, however, that the seventeen (17) foot width with respect to one track may, in some cases, overlap the seventeen (17) foot width with respect to another track where said tracks are parallel or cross each other; and provided further, that said seventeen (17) foot width shall be deemed reduced at such point or points and to the extent that said reserved tract is encroached upon by any buildings or other improvements, such as docks, on the above described property; and provided further that the Grantee aforesaid is hereby granted a perpetual easement over and across the reserved tract for ingress and egress to and from the above described property, provided said easement shall be exercised so as not to damage the track or interfere with the use thereof or of the reserved tract by the Grantor or its successors or assigns.

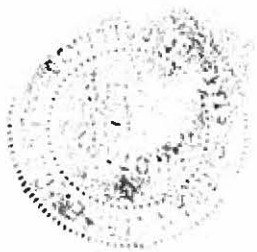


Exhibit H

Articles of Merger – Denver Union Corporation and Western Stock Center, Inc., January 31, 1973, recorded March 16, 1989

R-89-002447Q 03/16/89 11:09 1/ 5 MISC
FELICIA MUFTIC - DENVER COUNTY 15.00 .00

341233

ARTICLES OF MERGER

FILED
372

Pursuant to Sections 7-7-106 and 7-7-107 of the Colorado Revised Statutes 1973, Denver Union Corporation, a Colorado corporation owning all of the outstanding shares of each class of Western Stock Center, Inc., a Colorado corporation, hereby executes these Articles of Merger for the merger of Western Stock Center, Inc., into Denver Union Corporation.

a. The Plan of Merger is attached hereto as Exhibit A.

b. The number of outstanding shares of each class of Western Stock Center, Inc., is: 10,000 shares of common stock with no par value, all of which are owned by Denver Union Corporation.

c. Denver Union Corporation, as the owner of all of the outstanding shares of common stock of Western Stock Center, Inc., hereby waives notice of the Plan of Merger and consents to the forthwith filing with the Secretary of State of Colorado of these Articles of Merger.

IN WITNESS WHEREOF, these Articles of Merger have been executed this 31st day of January, 1978.

DENVER UNION CORPORATION

Attest:

By: _____
President

STATE OF COLORADO)
) ss.
City and County of Denver)

Personally appeared this day before me, a Notary Public, John F. O'Dea, who being by me first duly sworn, declared that he is the President of Denver Union Corporation, that he signed the foregoing Articles of Merger, and that the statements therein are true.

Witness my hand and official seal this 31st day of January, 1978.

My commission expires:

_____
Notary Public

15.00

DLM 5233801

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.

Clerk and Recorder
by _____ Deputy County Clerk
Date 11-16-18

Josephine Gonzalez

PLAN OF MERGER

Plan of Merger approved _____, 197_, by Denver Union Corporation, a Colorado corporation, for the merger into itself of its subsidiary corporation, Western Stock Center, Inc., a Colorado corporation.

WHEREAS, Western Stock Center, Inc. (the "Subsidiary Corporation") is a corporation organized and existing under and by virtue of the laws of the State of Colorado, and its outstanding capital stock consists of 10,000 shares of common stock with no par value;

WHEREAS, Denver Union Corporation (the "Surviving Corporation") is a corporation organized and existing under and by virtue of the laws of the State of Colorado, and it owns all of the outstanding shares of the Subsidiary Corporation, and

WHEREAS, pursuant to Sections 7-7-106 and 7-7-107 of the Colorado Corporation Code, Colorado Revised Statutes 1973, the Surviving Corporation desires to merge the Subsidiary Corporation into itself,

NOW, THEREFORE, the following Plan of Merger is approved:

1. Western Stock Center, Inc., a Colorado corporation (the "Subsidiary Corporation") shall be merged into Denver Union Corporation, a Colorado corporation (the "Surviving Corporation"), which owns all of the outstanding shares of the Subsidiary Corporation. Upon the effective date of the merger, as hereinafter specified, the separate existence of the Subsidiary Corporation shall cease, and the Surviving Corporation shall continue in existence with all the rights, privileges, immunities, and powers and subject to the liabilities and obligations of a corporation organized under the Colorado Corporation Code. The Surviving Corporation shall succeed to all of the property of the Subsidiary Corporation, possess all its rights, privileges, immunities, and franchises, and shall be responsible for all its liabilities and obligations.

2. The shares of the Subsidiary Corporation shall not be converted into shares, securities, or other obligations of the Surviving Corporation, but, upon the effective date of the Merger, shall be deemed cancelled.

3. The proper officers of the Surviving Corporation shall execute such documents and take all such other actions as they deem necessary to carry out this Plan of Merger and to comply with the laws of Colorado.

4. This merger shall be effective upon the filing of appropriate notice hereof with the Secretary of State of Colorado, as duly provided by the laws of Colorado.

DENVER UNION CORPORATION

Attest:

By: _____
President

MERGE 375

☒ ARTICLES OF MERGER
☐ WITH AMENDMENTS
☒ DOMESTIC ☐ FOREIGN

☐ CERTIFIED COPY OF ARTICLES OF MERGER
☐ WITH CHANGE OF NAME AMENDMENT
☒ PROFIT ☐ NONPROFIT

ARTICLES OF MERGER

OF

WESTERN SPACE CENTER, INC.
(Colorado corporation)

INTO

DENVER UNION STOCK YARDS
(Colorado corporation) LPO-17679

THE SURVIVOR

RECORDED
ROLL 418 PAGE 372

Return to: Amos B. Ownbey
% National Western Stock Show
1325 East 46th Avenue
Denver, Colorado
80216

STATE OF COLORADO
DEPARTMENT OF
STATE

I hereby certify that this is a true
and complete copy of the document
filed in this office and admitted to
File No 341223
DATED 4/13 1987

Secretary of State

Exhibit I

Letter from M. Mulbarger, Denver City Attorney's Office to DRIR, October 19, 2018

DENVER
THE MILE HIGH CITY

MICHAEL B. HANCOCK
Mayor

DEPARTMENT OF LAW
KRISTIN M. BRONSON
CITY ATTORNEY

Municipal Operations Section

1437 Bannock Street, room 353
Denver, CO 80202-5332
p: 720-865-8600
f: 720-913-3183

October 19, 2018

VIA EMAIL TO BILL SCHELL, COUNSEL TO DRIR (BILL@OPPERMANLAWFIRM.COM)

Denver Rock Island Railroad
3400 E. 56th Avenue
Commerce City, CO 80022

Re: Demand for Possession and to Cease and Desist Trespass

Dear Denver Rock Island Railroad:

I am writing concerning your trespass onto and unlawful detainer of property owned by the City and County of Denver (the "City"), specifically known by Denver Assessor's Schedule Numbers: 0214400086000, 0214400110000, 0214400111000, and 0214400085000 with street addresses including 5130 Franklin Street, 5125 Race Ct, 5131 Race Ct., and 5135 Race Ct. (the "Property") and containing tracks referred to by the City and DRIR in prior discussions as tracks 420 and 421.

As part of the National Western Center Project ("Project"), the City acquired title to the Property, including the rail placed thereon, unencumbered by any easements or reservations in favor of Denver Rock Island Railroad ("DRIR"). DRIR has asserted a right to use the tracks through contracts to which the City is not a party, to which DRIR is not a named party, and which, upon examination, show that DRIR has no right to the tracks on the Property, including any right to use the same. Further, in the event DRIR did have such a right, it would not have a right to materially interfere with the City's use and enjoyment of the Property, including the City's need to demolish a building thereon to make way for future construction.

On or about July 25, 2018, the City's demolition contractor for the Property entered into a Right of Entry Agreement ("ROE") with DRIR which described the demolition to occur on the Property and stated the following: "Contractor has requested Railroad to permit it to perform the work on, above, below, or adjacent to Railroad property, and Railroad is agreeable thereto, subject to the following terms and conditions." The conditions anticipated an administrative fee, payment of flagging costs, and various other insurance and safety requirements. No other payment was required. DRIR remains bound by this ROE.

Pursuant to that ROE a derail was installed for safety to prevent the entry of rail cars upon the Property, a fence was placed around the demolition site, and the contractor incurred costs. Subsequently, DRIR requested that the City or its contractor enter into a new ROE or other agreement which included payment for its loss of use of tracks located on the Property. The City refused this request because DRIR could not show it was entitled to any such use or payment.

On October 15, 2018, DRIR, without notice to or consent of the City, removed the derail and illegally placed three tanker cars on the City's Property less than eight feet from a building which is scheduled to be demolished shortly as part of the Project. The placement of these cars prevents safe demolition. DRIR, by its own admission, knowingly placed the cars on the Property to disrupt the City's project schedule as a tactic to unlawfully extract public funds to pay DRIR for the use of these tracks, even though it has no such right. Due to the complex nature of the Project, which is required to schedule construction around the operation of the National Western Stock Show, any significant delay in the demolition schedule may have a cascading effect leading to substantial delays and damages to the Project as a whole.

The City hereby demands that DRIR immediately remove the rail cars placed on the Property, replace the derail previously placed on the property for safety, and cease and desist from any further placement of any cars upon track located on the Property without the express written permission of the City. Further, any personal property left on the Property as of the date written below may be considered by the City to be abandoned property and subject to seizure and disposal by the City as authorized by law.

Removal of all rail cars must be completed by 5:00 p.m. on October 23, 2018. If DRIR does not comply with this demand, the City intends to promptly institute legal action to enforce its rights and seek damages for all harm caused by your illegal acts, including damages for any delays in the Project schedule. While the total amount of damages caused by your illegal acts are as yet unknown, the City anticipates that such damages may exceed $25,000,000 in the event that all railcars are not removed.

Govern yourself accordingly,

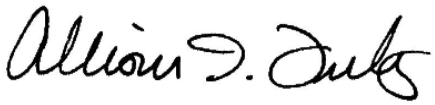
Matthew J. Mulbarger, Esq.
Assistant Director, Litigation, Municipal Operations Section
Denver City Attorney's Office

Cc: Gretchen Hollrah (By Email)
Cc: Jen Welborn (By Email)

Certificate of Service

I hereby certify that I have this 19th day of November, 2018, caused to be served a copy of the foregoing Reply of the City and County of Denver, Colorado, to the Complaint, upon the following parties of record:

Thomas F. McFarland,
Thomas F. McFarland, P.C.
208 South LaSalle Street, Suite 1666
Chicago, IL 60604-1228



Allison I. Fultz