PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made and entered into as of the 31st day of March, 2010, by and between BNSF RAILWAY COMPANY ("BNSF") and REGIONAL TRANSPORTATION DISTRICT ("RTD").

A. BNSF owns or controls certain real property in the counties of Denver, Jefferson and Adams in Colorado, and operates over such real property, a railroad line comprising the Gold Corridor, the DUS Corridor, the Fox Street Parcel, the Triangle Parcel and the Wewatta Parcel, all as described below.

B. RTD, pursuant to C.R.S. 32-9-101, et seq. (C.R.S 32-9-119(k)), has statutory authority for condemnation of the Property Interests described herein in property owned or controlled by BNSF, and is willing and able to exercise its powers of eminent domain immediately to condemn such interests.

C. In order to avoid the expense and delay of such a condemnation action by RTD, BNSF is willing to sell, and RTD is willing to purchase such Property Interests in lieu of such condemnation action on the terms and conditions set forth in this Agreement, the Construction Agreement and the Other Agreements; and BNSF is willing to relocate, modify and construct improvements to accommodate RTD's use of the Property Interests in accordance with the terms of the Construction Agreement, this Agreement and the Other Agreements.

D. Conveyance of the Property Interests by BNSF under the terms of this Agreement and operations by RTD and BNSF in accordance with the terms of the Conveyance Documents, Joint Corridor Use Agreement and Other Agreements will, after the relocations and improvements contemplated in the Construction Agreement, leave BNSF with sufficient property rights to exercise common carrier rights and obligations under 49 USC §11101 and with sufficient rights of access to maintain, operate and renew its railroad line.

E. RTD has no intention or ability to assume such common carrier obligations.

F. RTD is acquiring the Property Interests hereunder for its passenger rail project.

G. Acquisition and use of the Property Interests by RTD in accordance with the terms and conditions of this Agreement and the terms of the Conveyance Documents, Construction Agreement and Joint Corridor Use Agreement will not unreasonably burden interstate commerce or unduly affect or interrupt BNSF's rail service.

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

Section 1. Definitions and Exhibits.

1.1 Definitions. For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the meaning set forth below:

711 Building Parcel. The building commonly known as the "711 Building", together with the parcel of land on which it is located, as described on Exhibit A attached hereto.

711 Building Parcel Deed. A quit-claim deed conveying the 711 Building Parcel, in the form attached hereto as Exhibit B.

Agreement. This Purchase and Sale Agreement.

Assignment. The Assignment and Assumption of Leases, Easements and Licenses in the form attached hereto as Exhibit E.

BNSF Modifications. Those improvements defined as such in the Joint Corridor Use Agreement.
Closing or Closings. Individually, each of the First Closing, Second Closing, Third Closing Fourth Closing and Fifth Closing, and collectively, the First Closing, Second Closing, Third Closing, Fourth Closing and Fifth Closing.

Closing Date or Closing Dates. Individually, each of the First Closing Date, Second Closing Date, Third Closing Date, Fourth Closing Date and Fifth Closing Dates and collectively, the First Closing Date, Second Closing Date, Third Closing Date, Fourth Closing Date and Fifth Closing Date.

Construction Agreement. That certain Relocation and Construction Agreement by and between RTD and BNSF dated as of the Contract Date setting forth the relocation, modification and construction of improvements necessary to accommodate RTD’s use of the DUS Corridor and Gold Corridor as contemplated pursuant to this Agreement and the Joint Corridor Use Agreement.

Contract Date. The date upon which this Agreement shall be deemed effective, which shall be the date first above written.

Conveyance Documents. The 711 Building Parcel Deed, Fox Street Parcel Deed, Gold Corridor East Deed, Gold Corridor West Deed, DUS Corridor Easement, DUS Parcels Deed, Wewatta Parcel Deed and Triangle Parcel Deed.

Cure. As defined in Section 7.

DUS Corridor. That portion of BNSF’s Front Range Subdivision from approximately MP 0 to approximately MP 6.5 (including but not limited to portions of BNSF’s 23rd Street Yard), more particularly described on Exhibit F attached hereto, and for purposes of the Joint Corridor Use Agreement and not this Agreement, also including the 711 Parcel, the Triangle Parcel and the Wewatta Parcel, as more particularly described on Exhibits A, Q and S, respectively.

DUS Corridor Easement. That certain Commuter Rail Passenger Transportation Easement in the form attached as Exhibit G.

DUS Corridor Interests. The 711 Building Parcel, the DUS Corridor Easement, and the DUS Parcels.

DUS Parcels. Those portions of the DUS Corridor that are within 15 feet on either side of the center line of any track located on the ground that is part of the RTD Initial Improvements (as defined in the Joint Corridor Use Agreement) on which RTD will operate RTD Passenger Service, constructed in compliance with the terms of the Construction Agreement. Such portions shall be determined in accordance with Section 1.3.E of the Construction Agreement.

DUS Parcels Deed. A quit-claim deed in the form attached hereto as Exhibit D conveying the DUS Parcels, subject to covenants, conditions and restrictions contained in the Joint Corridor Use Agreement and the Construction Agreement.

Engineering Agreements. That certain Rail Passenger Capital Improvements and Engineering Agreement between BNSF and RTD dated November 28, 2007 as amended and any other engineering agreements, pursuant to which RTD agrees to reimburse BNSF for the cost of engineering design work associated with the BNSF Modifications.

Entry Agreements. Those certain licenses and rights of entry agreements entered into by and between RTD and BNSF which include License for Environmental Testing Gold Line #09-39793 and Gold Line and Northwest Rail #09-39799 each dated December 4, 2009 and extended until March 31, 2010; Entry and Confidentiality Agreement Front Range Subdivision MP 0 to 4 and Front Range Subdivision MP 0 to 44 each dated April 10, 2008; License for Non-Environmental Soil Boring Tests Front Range Subdivision MP 0 to 4 dated July 25, 2008, and License for Non-Environmental Soil Boring tests Front Range Subdivision MP 0 to 43.6 dated October 27, 2009 #09-39605, as amended.
Environmental Law. Any applicable federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law relating in any way to human health, occupational safety, natural resources, plant or animal life, or the environment including, without limitation, principles of common law and equity, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

**Escrow Agent.** Wells Fargo at the following address:

Corporate Trust and Escrow Services  
Wells Fargo  
MAC C7300-107  
1740 Broadway  
Denver, CO 80274  
Attention: Debra M. Rayman, Vice President  
(303) 863-6168  
(303) 863-5645 – fax  
Debra.m.rayman@wellsfargo.com

**Escrow Agreement.** That certain Escrow Agreement dated as of the First Closing Date among RTD, BNSF and Escrow Agent.

**Fiber Optic Agreements.** Those Third Party Leases/Easements/Licenses, if any, concerning fiber optic or other telecommunication facilities.

**Fifth Closing.** The closing of the conveyance of the DUS Parcels, as contemplated in this Agreement.

**Fifth Closing Date.** The date determined pursuant to Section 1.3.E.(3) of the Construction Agreement anticipated to be on or about May 11, 2014.

**First Closing.** The closing of the conveyance of the DUS Corridor Easement, the Triangle Parcel, the Wewatta Parcel and the Fox Street Parcel, as contemplated in this Agreement.

**First Closing Date.** The Contract Date, or as otherwise agreed in writing between RTD and BNSF.

**Fourth Closing.** The closing of the conveyance of the Gold Corridor West Portion, as contemplated in this Agreement.

**Fourth Closing Date.** May 10, 2014, subject to extension as set forth in Section 7.7 of the Construction Agreement.

**Fox Street Parcel.** A parcel adjacent to RTD’s Commuter Rail maintenance facility as described on Exhibit N attached hereto.

**Fox Street Parcel Deed.** A quit-claim deed in the form attached hereto as Exhibit O conveying the Fox Street Parcel.

**Gold Corridor.** Collectively, the Gold Corridor East Portion and the Gold Corridor West Portion.

**Gold Corridor Deeds.** Collectively, the Gold Corridor East Deed and Gold Corridor West Deed.

**Gold Corridor East Deed.** A quit-claim deed in the form attached hereto as Exhibit I conveying the Gold Corridor East Portion, subject to covenants, conditions and restrictions contained in the Joint
Corridor Use Agreement and the Construction Agreement reserving to BNSF and its successors and/or assigns the Gold Corridor Retained Railroad Easement.

**Gold Corridor East Portion.** That portion of BNSF’s Golden Subdivision from approximately Ralston Road (MP 6.3) to Ward Road (approximately MP 10.83), more particularly described on Exhibit H-1.

**Gold Corridor Retained Railroad Easement.** That permanent and unconditional common carrier rail easement reserved by BNSF in the Gold Corridor Deeds.

**Gold Corridor West Deed.** A quit-claim deed in the form attached hereto as Exhibit J conveying the Gold Corridor West Portion, subject to covenants, conditions and restrictions contained in the Joint Corridor Use Agreement and the Construction Agreement reserving to BNSF and its successors and/or assigns the Gold Corridor Retained Railroad Easement.

**Gold Corridor West Portion.** That portion of BNSF’s Golden Subdivision from approximately Ward Road to the end of the Golden Subdivision (approximately MP 15.85), as more particularly described on Exhibit H-2.

**Hazardous Substances.** Any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

**Identified Condition.** As defined in Section 7.

**Joint Corridor Use Agreement.** That certain Joint Corridor Use Agreement by and between RTD and BNSF dated as of the First Closing Date setting forth the operations, maintenance, cost reimbursement and other terms for joint use of the DUS Corridor and Gold Corridor by BNSF and RTD which shall be incorporated by reference into the DUS Corridor Easement and the Gold Corridor Deeds and the provisions of which shall be covenants running with the land binding upon and inuring to the benefit of RTD and BNSF and their respective successors and assigns.

**Non-Foreign Person Affidavit.** An affidavit in the form set forth in Exhibit J certifying that BNSF is not a “foreign person” as that term is defined in the Internal Revenue Code of 1986.

**Other Agreements.** The Construction Agreement, Joint Corridor Use Agreement, Escrow Agreement, Entry Agreements, Engineering Agreements, and any other agreement to be executed by the parties to such agreements pursuant to the terms of any of the foregoing agreements.

**Party.** RTD and/or BNSF, as applicable.

**Property.** The 711 Building Parcel, Fox Street Parcel, DUS Corridor, and Gold Corridor.

**Property Interests.** The 711 Building Parcel, DUS Corridor Easement, Fox Street Parcel, Gold Corridor, Wewatta Parcel and Triangle Parcel.

**Purchase Price.** As defined in Section 2.

**Review Period.** The period commencing on the effective date of the first of the Entry Agreements and ending on the First Closing Date.

**Second Closing.** The closing of the Gold Corridor East Portion.

**Second Closing Date.** April 5, 2010.

**Third Closing.** The closing of the conveyance of the 711 Building Parcel, as contemplated in this Agreement.
Third Closing Date. November 15, 2012 or as otherwise agreed in writing between BNSF and RTD.

Third Party Leases/Easements/Licenses. The existing leases, franchises, easements, occupancy agreements, licenses or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the Property including Track Agreements and Fiber Optic Agreements.

Title Company. HC Peck & Associates at the following address:

4001 Fox Street
Denver, Colorado 80202
Attention: J. E. Parker, Executive Vice President and General Counsel
(303) 623-6112, Ext. 202
(303) 623-6301 – fax
jparker@hcpeck.com

Track Agreements. Any agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the Property and relating to the provision of freight service, such as industrial track agreements, track leases, trackage rights agreements or interchange agreements.

Triangle Parcel. A parcel adjacent to the DUS Corridor described on Exhibit Q below.

Triangle Parcel Deed. A quit-claim deed in the form attached hereto as Exhibit R conveying the Triangle Parcel.

Wewatta Parcel. A parcel adjacent to the DUS Corridor described on Exhibit S below.

Wewatta Parcel Deed. A quit-claim deed in the form attached hereto as Exhibit T conveying the Wewatta Parcel.

1.2 Exhibits. Attached hereto and forming an integral part of this Agreement are the following exhibits, all of which are incorporated into this Agreement as fully as if the contents thereof were set out in full herein at each point of reference thereto:

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<tr>
<th>Exhibit</th>
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<tr>
<td>A</td>
<td>Description of 711 Building Parcel</td>
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<td>B</td>
<td>Form of 711 Building Parcel Deed</td>
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<td>D</td>
<td>Form of DUS Parcels Deed</td>
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<td>E</td>
<td>Form of Assignment</td>
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<td>Description of DUS Corridor</td>
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<td>Form of DUS Corridor Easement</td>
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<td>Description of Gold Corridor East Portion</td>
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<td>H-2</td>
<td>Description of Gold Corridor West Portion</td>
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<td>I</td>
<td>Form of Gold Corridor Deeds</td>
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<td>J</td>
<td>Non-Foreign Person Affidavit</td>
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<td>K</td>
<td>BNSF Disclosures</td>
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<td>Description of Fox Street Parcel</td>
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<td>Form of Fox Street Parcel Deed</td>
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<td>Form of Escrow Agreement</td>
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<td>Q</td>
<td>Description of Triangle Parcel</td>
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<td>R</td>
<td>Form of Triangle Parcel Deed</td>
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<td>S</td>
<td>Description of Wewatta Parcel</td>
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<td>T</td>
<td>Form of Wewatta Parcel Deed</td>
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Section 2. Purchase and Sale. BNSF agrees to sell and RTD agrees to purchase the Property Interests. The Purchase Price ("Purchase Price") for the Property Interests shall be the sum of the BNSF Modifications Payments paid by RTD to BNSF as set forth in the Construction Agreement plus $104,174,484, which shall be allocated as follows:

$21,677,984 shall be allocated to the Gold Corridor East Portion,
$10,000,000 shall be allocated to the Gold Corridor West Portion,
$57,995,500 shall be allocated to the DUS Corridor Easement
$13,000,000 shall be allocated to the 711 Building Parcel, and
$1,000 shall be allocated to the DUS Parcels.
$390,000 shall be allocated to the Triangle Parcel
$910,000 shall be allocated to the Wewatta Parcel
$200,000 shall be allocated to the Fox Street Parcel

The Purchase Price for the DUS Corridor Easement, the Wewatta Parcel, the Triangle Parcel and Fox Street Parcel shall be paid by RTD to BNSF at the First Closing. The Purchase Price for the Gold Corridor East Portion shall be paid at the Second Closing. The Purchase Price for the 711 Building Parcel shall be paid by RTD to BNSF in two payments, of $9,000,000 paid at the First Closing and $4,000,000 at the Third Closing. The Purchase Price for the Gold Corridor West Portion shall be paid by RTD to BNSF at the Fourth Closing. The Purchase Price for the DUS Parcels shall be paid by RTD to BNSF at the Fifth Closing.

At the First Closing, RTD shall also deposit with the Escrow Agent the Purchase Price to be paid at the Second, Third, Fourth and Fifth Closings and a portion of the sums to be paid to BNSF pursuant to Exhibit G of the Construction Agreement, a total of $58,378,984. The form of the Escrow Agreement is attached as Exhibit P. RTD shall deposit the remaining amount due to BNSF pursuant to Exhibit G of the Construction Agreement, $15,210,000, with the Escrow Agent on or before September 1, 2010. All sums deposited in escrow shall be held in escrow pursuant to the terms of the Escrow Agreement. All such sums shall be paid to BNSF by Federal Reserve System wire transfer (in accordance with written wire transfer instructions provided by BNSF to RTD) or other immediately available funds acceptable to BNSF. RTD shall be required to pass a budget amendment in 2010 authorizing and appropriating the $15,210,000 for payment of the obligations hereunder.

Section 3. Adjustments.

3.1 Third Party Leases/Easements/Licenses. BNSF shall assign to RTD at the First Closing pursuant to the Assignment and subject to adjustments described below all of the Third Party Leases/Easements/Licenses affecting the Fox Street Parcel, Triangle Parcel and Wewatta Parcel, except Track Agreements, Fiber Optic Agreements and other Third Party Leases/Easements/Licenses identified by BNSF at least 10 days prior to the First Closing. BNSF shall assign to RTD at the Second Closing pursuant to the Assignment and subject to adjustments described below all of the Third Party Leases/Easements/Licenses affecting the Gold Corridor East Portion except Track Agreements, Fiber Optic Agreements and other Third Party Leases/Easements/Licenses identified by BNSF at least 10 days prior to the Second Closing. BNSF shall assign to RTD at the Third Closing pursuant to the Assignment and subject to adjustments described below all of the Third Party Leases/Easements/Licenses affecting the 711 Building Parcel except Track Agreements, Fiber Optic Agreements and other Third Party Leases/Easements/Licenses identified by BNSF at least 10 days prior to the Third Closing. BNSF shall assign to RTD at the Fourth Closing pursuant to the Assignment and subject to adjustments described below all of the Third Party Leases/Easements/Licenses affecting the Gold Corridor West Portion except Track Agreements, Fiber Optic Agreements and other Third Party Leases/Easements/Licenses identified by BNSF at least 10 days prior to the Fourth Closing.

3.1.1 DUS Corridor. The Third Party Leases/Easements/Licenses affecting the DUS Corridor (including but not limited to the DUS Parcels) shall not be assigned to RTD at any Closing, and BNSF shall be entitled to retain all sums due before or after any Closing under the Third Party Leases/Easements/Licenses affecting the DUS Corridor.

3.1.2 711 Building Parcel, Fox Street Parcel and Gold Corridor. BNSF shall be entitled to all sums due from any Third Party Leases/Easements/Licenses affecting the 711 Building Parcel, the Fox Street Parcel and/or the Gold Corridor that are assigned as set forth above (collectively, "Third Party Rents") for the month in which Closing with respect to such properties occurs. BNSF shall not receive a credit for any such Third
Party Rents that are due but unpaid as of the applicable Closing Date, but RTD shall remit to BNSF any such Third Party Rents received by it after such Closing. Except as stated in the Assignments, RTD shall be entitled to any Third Party Rents that relate to time periods after the month in which Closing occurs, and BNSF shall pay to RTD such Third Party Rents received by BNSF, if any. Within 90 days after each Closing, BNSF will pay to RTD the amount, if any, of all security deposits held by BNSF under the Third Party Leases/Easements/Licenses affecting the portion of the Property conveyed at such Closing that are assigned as set forth above.

3.2 Real Estate Taxes.

3.2.1 DUS Corridor and Gold Corridor. There will be no proration of real estate taxes or assessments for the DUS Corridor or Gold Corridor. From and after the First Closing, the parties hereto shall pay real estate taxes and assessments on the DUS Corridor and Gold Corridor in accordance with the terms of the Joint Corridor Use Agreement.

3.2.2 711 Building Parcel, Wewatta Parcel, Triangle Parcel and Fox Street Parcel. Real estate taxes and assessments payable or paid in the year of the Closing for the 711 Building Parcel, Wewatta Parcel, Triangle Parcel and Fox Street Parcel shall be prorated by BNSF and RTD as of the First Closing Date for the Wewatta Parcel, Triangle Parcel and Fox Street Parcel and the Third Closing Date for the 711 Building Parcel on the basis of the most recent ascertainable taxes assessed against such parcels. If the 711 Building Parcel, Wewatta Parcel, Triangle Parcel or Fox Street Parcel is not separately assessed for tax purposes then there shall be no proration of taxes between BNSF and RTD, the parties shall cooperate post-Closing to cause such parcel or parcels to be separately assessed and each party shall indemnify the other for any failure to pay real estate taxes and assessments due with respect to the properties constituting the tax parcel to which such parcel or parcels is or are a part. As between BNSF and RTD, all outstanding assessments on the 711 Building Parcel, Wewatta Parcel, Triangle Parcel or Fox Street Parcel levied or due in the year of the applicable Closing and afterward shall be paid by RTD to the extent any such assessments would exist.

3.3 Closing Costs. BNSF shall pay one-half of any closing agent charges in connection with the conveyance of the Property Interests. Interest accruing on the escrowed funds shall be first applied to pay costs of the escrow and/or custodial account(s) and any remaining costs shall be paid to RTD. RTD and BNSF shall each pay their own attorneys’ fees and costs in connection with the negotiation of this Agreement, the Other Agreements and the conveyance of the Property Interests. RTD shall pay all other closing costs (other than name changes for BNSF (or its predecessors) or similar instruments, which shall be paid by BNSF) incurred by RTD associated with the conveyance of the Property Interests including, but not limited to, the following:

(a) the cost of recording the Conveyance Documents;
(b) the cost of any title insurance RTD wishes to obtain in connection with the Property Interests;
(c) all costs associated with any loan or other financing obtained by RTD in connection with the acquisition of the Property Interests;
(d) one-half of any escrow or closing agent charges in connection with the conveyance of the Property Interests;
(e) all costs of any surveys, reports or other due diligence RTD obtains or undertakes in connection with the Property Interests; and
(f) the cost of any deed stamps, transfer taxes, excise taxes or other similar taxes associated with the conveyance or recording of the Property Interests.

3.4 Utilities. RTD shall cause, at its expense, any utilities for its operations on the Property after Closing to be separately served or metered from utilities serving BNSF’s operations on the Property within 90 days after the applicable Closing. RTD shall ensure that any modifications to or relocations of utilities shall ensure ongoing utility service to BNSF’s operations without material interruption. RTD and BNSF shall each pay for utilities serving their respective operations on the Property, except as otherwise provided in the Joint Corridor Use Agreement.

Section 4 Inspections.

4.1 Physical Inspection. Subject to the terms of the Entry Agreements, BNSF allowed RTD to have access to the Property for the purpose of conducting due diligence as specified herein and in and subject to the
requirements of the Entry Agreements. RTD had until the end of the Review Period to determine if there are any physical conditions including, but not limited to, environmental conditions affecting the Property, that would make the Property unsuitable for RTD's intended use, as reasonably determined by RTD, of the Property for commuter operations. BNSF will endeavor to provide or make available to RTD a copy of any inspection report or notice of violation concerning the environmental condition of the Property in BNSF's environmental department's records that is not privileged or subject to a confidentiality requirement. RTD acknowledges that BNSF makes no representation or warranty concerning the accuracy or completeness of the reports, surveys or test results BNSF provides and that BNSF will have no liability whatsoever concerning such documents or any failure to deliver documents that may affect the Property. Promptly upon BNSF's written request, RTD shall deliver to BNSF a copy of any written inspection report, survey or test result received by RTD pertaining to the Property.

4.2 Title/Survey Inspection. RTD has had until the expiration of the Review Period to obtain any title reports, title commitments or surveys of the Property and examine such reports, commitments or surveys, to determine whether RTD will be able to obtain any title insurance endorsements it desires, to review the Third Party Leases/Easements/Licenses, and matters relating to the condition of title as disclosed in Section 4.3 of this Agreement. Upon BNSF's written request, RTD shall promptly deliver to BNSF a copy of any such title report, title commitment or survey obtained by RTD. BNSF shall pay any judgment lien affecting the Property if and when it is judicially determined to be valid, and BNSF hereby indemnifies RTD for all loss arising out of BNSF's failure to have such a judgment lien so paid. BNSF shall deliver to RTD, who shall place of record, good and sufficient releases of the liens of any mortgages on the 711 Building Parcel, Wewatta Parcel, Triangle Parcel, Fox Street Parcel, Gold Corridor East Portion, Gold Corridor West Portion and DUS Parcels securing indebtedness to which BNSF is obligated to pay within one hundred eighty (180) days after the first meeting of Seller's Board of Directors held after the respective Closings on such portions of the Property. RTD acknowledges that the lien of any of BNSF's mortgages affecting portions of the DUS Corridor outside of the DUS Parcels will not be released. Until such time as the lien of such mortgages are released of record BNSF shall indemnify RTD for any foreclosure of RTD's interests acquired in the Property up to the amount of the Purchase Price allocated under this Agreement to such interest that is foreclosed.

4.3 Nature of Title. The Property Interests shall be conveyed with no warranties of title except as stated in this Section 4.3 and shall be subject to all matters affecting the Property as of the applicable Closing Date whether of record or not including but not limited to (i) the lien of unpaid taxes not yet due and payable; (ii) matters which would be disclosed by a current, accurate survey of the Property; (iii) matters which would be disclosed by a current, accurate title abstract/insurance commitment for the Property; and (iv) the rights granted to third parties pursuant to any Third Party Leases/Easements/Licenses, or otherwise obtained by such third parties. RTD acknowledges and affirms that BNSF may not hold fee simple title to the Property, and that BNSF's interest in all or part of the Property may rise only to the level of an easement for railroad purposes. RTD is willing to accept the Property on this basis. Notwithstanding the foregoing, BNSF represents and warrants that BNSF's ownership interest in and to the Property, subject to the matters described in (i)-(iv) of this Section 4.3 and other rights, is sufficient to permit railroad operations on the Property, including passenger railroad operations, and to permit BNSF to convey the Property Interests as contemplated in this Agreement and the Other Agreements involved in the transaction contemplated by this Agreement. BNSF has not obtained any state, local, or tribal consents in connection with this conveyance. To the extent any such consents are required, they shall be the sole responsibility of RTD.

Section 5. Representations and Warranties.

5.1 BNSF. As of the Contract Date and at each Closing Date with respect only to the portion of the Property that is subject to such Closing and the Parties' respective rights and obligations associated with such portion, BNSF hereby represents and warrants to RTD that the following statements are materially true except as may otherwise be disclosed on Exhibit K:

(a) BNSF is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to do business and in good standing in the State of Colorado and has full power and authority to enter into this Agreement and to fulfill its obligations hereunder.

(b) BNSF has taken all corporate action necessary to authorize the execution and delivery by BNSF of this Agreement, the Other Agreements, the Conveyance Documents BNSF enters into at such
Closing and the other documents to be delivered by BNSF at such Closing and the performance of its
obligations hereunder and thereunder.

(c) This Agreement, the Other Agreements, the Conveyance Documents BNSF enters
into at such Closing and the other documents to be delivered by BNSF at such Closing have been, or before
the First Closing Date will have been, duly authorized and executed (and acknowledged where necessary) and
delivered by BNSF to RTD, and all other necessary actions have been, or before the applicable Closing Date
will have been, taken, so that this Agreement, the Other Agreements, the Conveyance Documents BNSF
enters into at such Closing and all documents to be executed by BNSF pursuant hereto constitute, or before
such Closing Date will constitute the legally valid and binding obligations of BNSF, enforceable against BNSF in
accordance with their terms, except as the enforceability of this Agreement may be subject to or limited by
bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting
the rights of contracting parties generally.

(d) The execution and performance by BNSF of this Agreement, the Other Agreements,
the Conveyance Documents BNSF enters into at such Closing and the other documents to be delivered by
BNSF at such Closing do not violate or conflict with BNSF's articles of incorporation or bylaws or any law, court
order, administrative agency order or regulatory agency order binding upon BNSF or any of its properties.

(e) BNSF has received no written notice of any pending litigation or proceeding by any
organization, person, individual or governmental agency against BNSF asserting that BNSF does not have
sufficient ownership interest in the portion of the Property that is subject to such Closing for conducting railroad
operations.

(f) BNSF is not a "foreign person" as that term is defined in the Internal Revenue Code of
1986, as amended and the Regulations promulgated pursuant thereto.

(g) BNSF has not received any written notice from any governmental authority alleging
any uncured existing violation of any applicable governmental laws, statutes, ordinances, rules, codes,
regulations or orders affecting the portion of the Property that is subject to such Closing or that would prevent it
from complying with the terms, conditions and provisions contained in this Agreement, the Other Agreements, the
Conveyance Documents BNSF enters into at such Closing or the other documents to be delivered by BNSF at
such Closing.

5.2 RTD. As of the Contract Date and each Closing Date with respect only to the portion of the
Property that is subject to such Closing and the Parties' respective rights and obligations associated with such
portion, RTD hereby represents and warrants to BNSF that the following statements are true except as may
otherwise be disclosed on Exhibit L:

(a) RTD has the full power and authority to enter into this Agreement and to fulfill its
obligations hereunder.

(b) RTD has taken all action necessary to authorize the execution and delivery by RTD of
this Agreement, the Other Agreements to which RTD is a party, the Conveyance Documents RTD enters into
at such Closing and the other documents to be delivered by RTD at such Closing and the performance of its
obligations hereunder and thereunder.

(c) This Agreement, the Other Agreements, the Conveyance Documents RTD enters into
at such Closing and the other documents to be delivered by RTD at such Closing have been, or before the
applicable Closing Date will have been, duly authorized and executed (and acknowledged, where necessary)
and delivered by RTD to BNSF, and all other necessary actions have been, or before the Closing Date will
have been, taken, so that this Agreement, the Other Agreements to which RTD is a party, the Conveyance
Documents RTD enters into at such Closing and all documents to be executed by RTD pursuant hereto
constitute the legally valid and binding obligations of RTD, enforceable against RTD in accordance with their
terms, except as the enforceability of this Agreement may be subject to or limited by bankruptcy, insolvency,
reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of contracting
parties generally.
5.3 Miscellaneous. As used herein, the phrase "BNSF's knowledge" or any derivation thereof shall mean the actual knowledge of David P. Schneider (or his successor(s)), General Director of Real Estate for BNSF without any obligation on the part of such individual to investigate the matters represented and warranted. It shall be a condition of the parties' respective obligation to Close that the representations and warranties of the other party contained in this Agreement are true and correct in all material respects as of the Contract Date and the Closing Date. In the event that BNSF or RTD learns that any of either party's representations or warranties in this Agreement was inaccurate as of the Contract Date or becomes inaccurate between the Contract Date and the applicable Closing Date, BNSF or RTD, as applicable, shall immediately notify the other party in writing of such change. In the event the party whose representation or warranty was inaccurate or becomes inaccurate (the "Representing Party") cures such inaccuracy prior to the Closing Date this Agreement shall remain in full force and effect. If the Representing Party does not so cure such inaccuracy, the other party may either (a) terminate this Agreement with respect to all Closings that have not yet occurred only, or (b) waive such right to terminate by proceeding with the transaction pursuant to the remaining terms and conditions of this Agreement without any adjustment in the Purchase Price. In the event the non-Representing Party elects option (a), neither party shall have any further rights or obligations hereunder with respect to all Closings that have not yet occurred only, except for those that expressly survive any termination. In the event the non-Representing Party elects option (b) or otherwise proceeds to the next Closing with knowledge of any such inaccuracy, then the representations and warranties of the Representing Party shall be deemed to be amended such that the applicable inaccuracy is an exception to the Representing Party's representations and warranties for all purposes under this Agreement. In the event the non-Representing Party first learns after the last Closing that any representations or warranties made by the Representing Party (as may be amended as provided above) were materially inaccurate as of the applicable Closing Date, then the Representing Party shall reimburse the non-Representing Party for all reasonable out-of-pocket expenses incurred by the non-Representing Party as a result of such inaccuracy provided that (i) the non-Representing Party notifies the Representing Party in writing within twelve (12) months after the applicable Closing Date of such expenses and inaccuracy, and (ii) the Representing Party shall in no event be responsible for any consequential or punitive damages resulting from such inaccuracy. Notwithstanding anything to the contrary contained in this Agreement, the non-Representing Party shall have no right to recover from, or proceed against, the Representing Party in any manner whether based upon breach of contract, tort or otherwise upon the expiration of such twelve (12) month period except to the extent the non-Representing Party has so notified the Representing Party in accordance with the terms of this Agreement within such twelve month period.

Section 6. Condition of Property. (a) RTD has been allowed to make an inspection and conduct environmental due diligence of the Property. BNSF and RTD acknowledge that the compensation to be paid to BNSF for the Property Interests reflects that the Property Interests are being conveyed subject to the provisions of this Section 6. Subject to BNSF's obligations under the Joint Corridor Use Agreement or Section 7 of this Agreement and except for the representations and warranties of BNSF contained in this Agreement and the Joint Corridor Use Agreement RTD IS PURCHASING THE PROPERTY INTERESTS ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, IS NOT RELYING ON, AND HEREBY WAIVES ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM BNSF WITH RESPECT TO ANY MATTERS CONCERNING THE PROPERTY including, but not limited to the physical condition of the Property; zoning status; tax

PURCHASE AND SALE AGREEMENT
consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances, wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property and the Third Party Leases/Easements/Licenses, permits, orders, or other agreements affecting the Property (collectively, the “Condition of the Property”). RTD represents and warrants to BNSF that except for the express representations and warranties of BNSF in this Agreement and the Joint Corridor Use Agreement, RTD has not relied and will not rely on, and BNSF is not liable for or bound by, any warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto made or furnished by BNSF, the manager of the Property, or any real estate broker or agent representing or purporting to represent BNSF, to whomever made or given, directly or indirectly, orally or in writing. Subject to BNSF’s obligations under the Joint Corridor Use Agreement or Section 7 of this Agreement, RTD assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by RTD’s inspection, and except to the extent of BNSF’s obligations under the Joint Corridor Use Agreement or Section 7 of this Agreement, for itself and all parties entering or claiming by through or under RTD or in connection with the use of the Property by such parties in connection with RTD’s use of the Property for passenger rail operations, RTD hereby waives, releases and discharges forever BNSF and BNSF’s officers, directors, shareholders, employees and agents (collectively, “Releasees”) from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort or asserting a constitutional claim) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) of any and every kind or character, known or unknown, fixed or contingent (collectively, “Liabilities”), and Losses of any and every kind or character, known or unknown, fixed or contingent, arising from or in any way related to the Condition of the Property or alleged presence, use, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. “Losses” shall include without limitation all (a) Liabilities related to any investigation, removal, remedial, restoration, or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) Liabilities for or related to injury or death of any person, (c) Liabilities for or related to injury or damage to animal or plant life, natural resources or the environment, and (d) Liabilities arising under any Environmental Law enacted after transfer. The provisions of this Section 6 shall be binding on RTD, its heirs, successors and assigns, shall be included in the Conveyance Documents and shall be covenants running with the land.

(b) BNSF shall keep the improvements located on the 711 Building Parcel in a state of good repair substantially similar to its present condition from the Contract Date until the Third Closing, ordinary wear and tear and damage due to casualty or condemnation excepted. In the event BNSF causes damage to the improvements on the 711 Building Parcel between the Contract Date and Third Closing Date BNSF shall either (i) repair such damage in such a manner to restore the improvements to substantially their condition as of the Contract Date, or (ii) deduct from the Purchase Price an amount reasonably estimated to be the cost to so restore such improvements. Notwithstanding the foregoing, BNSF shall be permitted to remove all personal property and fixtures including, but not limited to, modular office partitions, from the 711 Building Parcel and any such personal property or fixtures that remain after the Third Closing shall be deemed transferred at the Third Closing to RTD. Any dispute between BNSF and RTD concerning this Section 6(b) shall be resolved pursuant to the dispute resolution procedures set forth in the Joint Corridor Use Agreement.

Section 7. Existing Environmental Obligations.

BNSF shall be responsible to investigate, remediate, respond to or otherwise cure (collectively, “Cure”) as and when required by and in accordance with Environmental Laws and to standards appropriate for industrial use as a rail corridor those conditions concerning a release of Hazardous Substances on the Property occurring prior to the First Closing or a violation of Environmental Laws concerning the Property occurring prior to the First Closing that were identified by RTD during the Review Period and that are described on Exhibit M, if any (the “Identified Conditions”). Notwithstanding the preceding sentence, BNSF shall not be responsible to Cure any Identified Conditions to the extent caused, aggravated, contributed to, or exacerbated by RTD or its agents, contractors or others acting for, through, or on behalf of RTD, or after the First Closing to the extent caused, aggravated, contributed to, or exacerbated by any party other than BNSF. RTD shall
cooperate with and comply with such Cure, including but not limited to recording notice or use restrictions provided that such restrictions do not materially adversely affect RTD's use of the Property as permitted by the Conveyance Documents and the Joint Corridor Use Agreement. Even if BNSF elects to Cure, BNSF will have no obligation to Cure conditions for the benefit of third parties. BNSF and RTD acknowledge and agree that responsibility between the parties for releases of Hazardous Substances or violations of Environmental Laws after the First Closing shall be as set forth in the Joint Corridor Use Agreement and Construction Agreement. If the portion of the Property affected by an Identified Condition can be excluded from the conveyance of the Property Interests without materially interfering with RTD's intended use of the Property Interests as a whole then BNSF may affect such Cure by excluding such affected portion of the Property and to the extent so excluded BNSF shall have satisfied its obligations under this Agreement to Cure the portion of the Property so excluded. There shall be no reduction in the Purchase Price as a result of such exclusion.

Section 8. Conditions to Closing. Each party's obligation to proceed to the Closings under this Agreement is subject to the following conditions precedent:

(i) BNSF's obligation to proceed to each Closing under this Agreement is conditioned on (1) RTD having performed and satisfied each and all of its obligations to be performed on or before such Closing under this Agreement and the Other Agreements with respect to such Closing and the portion of the Property that is the subject of such Closing, and (2) except as modified pursuant to Section 5 of this Agreement, each and all of the representations and warranties of RTD set forth in this Agreement and the Other Agreements shall be true and correct at the Contract Date and at the applicable Closing Date;

(ii) RTD's obligation to proceed to each Closing under this Agreement is conditioned on (1) BNSF having performed and satisfied each and all of BNSF's obligations to be performed on or before such Closing under this Agreement and the Other Agreements with respect to such Closing and the portion of the Property that is the subject of such Closing, and (2) except as modified pursuant to Section 5 of this Agreement, each and all of BNSF's representations and warranties set forth in this Agreement and the Other Agreements with respect to such Closing and the portion of the Property that is the subject of such Closing shall be true and correct at the Contract Date and at the applicable Closing Date; and

(iii) No action by the Surface Transportation Board concerning the conveyances to occur at such Closing as contemplated in this Agreement or the Other Agreements has occurred that would affect such rights and obligations to be assumed and such transactions to be consummated as contemplated in this Agreement and the Other Agreements without penalty or additional cost to either of the parties.

In the event any of the foregoing conditions are not satisfied prior to or at a Closing then, subject to the provisions of Section 5.3, either party may extend the applicable Closing Date by delivering notice to the other party prior to or on the applicable Closing Date in which case the applicable Closing Date shall be extended to the date that is 30 days (or such longer period as the parties may agree to in writing) after the originally intended applicable Closing Date to give additional time to satisfy the foregoing conditions and the parties shall proceed with the terms of this Agreement; except that if the foregoing conditions are not satisfied by such extended applicable Closing Date then neither party shall have the right to further extend the applicable Closing Date. If the foregoing conditions are not satisfied prior to or at such Closing (as may be extended as provided above) and either (1) the parties do not extend the applicable Closing Date, or (2) do not have the right to further extend the applicable Closing Date as provided above, then subject to the provisions of Section 5.3 the party for whom such condition applies may terminate this Agreement as to all Closings that have not yet occurred only by written notice to the other party on or before the next Closing Date (as may be extended as provided above) and thereafter neither party shall have any further rights or obligations hereunder with respect to all Closings that have not yet occurred only, except for those that expressly survive any termination.

Section 9. Closing.

9.1 Time and Place. Provided that all of the conditions set forth in this Agreement are theretofore fully satisfied or performed, the Closings shall take place on their respective Closing Dates at the office of Kaplan Kirsch and Rockwell, 1675 Broadway #2300, Denver, Co 80202 or such other location as is mutually agreeable to RTD and BNSF.
9.2 Deliveries. (a) At the First Closing, RTD shall deliver the portion of the Purchase Price allocated to the DUS Corridor Easement, the Fox Street Parcel, the Triangle Parcel, the Wewatta Parcel and the first payment of the Purchase Price for the 711 Building Parcel and deliver such funds as set forth in Section 2 of this Agreement, and BNSF and RTD shall execute and deliver to the other party, or to escrow as described below, the following documents (all of which shall be duly executed, and witnessed and/or notarized as necessary):

(i) The DUS Corridor Easement, The Wewatta Parcel Deed, the Triangle Parcel Deed and the Fox Street Parcel Deed.

(ii) The Gold Corridor East Deed.

(iii) The Joint Corridor Use Agreement.

(iv) The Construction Agreement

(v) The Assignment with respect to the Gold Corridor East Portion, the Wewatta Parcel, the Triangle Parcel and the Fox Street Parcel.

(vi) A “Closing Statement” in form and substance mutually satisfactory to RTD and BNSF.

(vii) Executed “Non-Foreign Person Affidavit”.

(viii) Such transfer documents customarily required in the counties in which the Property is located.

(ix) Such further instructions, documents and information, including, but not limited to a Form 1099-S, as the other party may reasonably request as necessary to consummate the purchase and sale contemplated by this Agreement.

Escrow Agent shall place the Gold Corridor East Deed, the Assignment with respect to the Gold Corridor East Portion and all other documents relevant to the Gold Corridor East Portion in escrow pursuant to the Closing Statement and Escrow Agreement.

(b) At the Second Closing, RTD shall cause the Escrow Agent to disburse to BNSF the portion of the Purchase Price allocated to the Gold Corridor East Portion and shall cause the Title Company to record the Gold Corridor East Deed and to deliver the Assignment with respect to the Gold Corridor East Portion and the other documents relevant to the Gold Corridor East Portion as directed by the Closing Statement.

(c) At the Third Closing, RTD shall cause the Escrow Agent to disburse to BNSF the remaining $4,000,000 portion of the Purchase Price allocated to the 711 Building Parcel as set forth in Section 2 of this Agreement and BNSF and RTD shall execute and deliver to the other party the following documents (all of which shall be duly executed, and witnessed and/or notarized as necessary):

(i) The 711 Building Parcel Deed.

(ii) The Assignment with respect to the 711 Building Parcel.

(iii) A “Closing Statement” in form and substance mutually satisfactory to RTD and BNSF.

(iv) Executed “Non-Foreign Person Affidavit”.

(v) Such transfer documents customarily required in the counties in which the Property is located.

(vi) Such further instructions, documents and information, including, but not limited to a Form 1099-S, as the other party may reasonably request as necessary to consummate the purchase and sale contemplated by this Agreement.
(d) At the Fourth Closing, RTD shall cause the Escrow Agent to disburse to BNSF the portion of the Purchase Price allocated to the Gold Corridor West Portion as set forth in Section 2 of this Agreement and BNSF and RTD shall execute and deliver to the other party the following documents (all of which shall be duly executed, and witnessed and/or notarized as necessary):

   (i) The Gold Corridor West Deed.
   (ii) The Assignment with respect to the Gold Corridor West Portion.
   (iii) A “Closing Statement” in form and substance mutually satisfactory to RTD and BNSF.
   (iv) Executed “Non-Foreign Person Affidavit”.
   (v) Such transfer documents customarily required in the counties in which the Property is located.
   (vi) Such further instructions, documents and information, including, but not limited to a Form 1099-S, as the other party may reasonably request as necessary to consummate the purchase and sale contemplated by this Agreement.

(e) At the Fifth Closing, RTD shall cause the Escrow Agent to disburse to BNSF the portion of the Purchase Price allocated to the DUS Parcels as set forth in Section 2 of this Agreement and BNSF and RTD shall execute and deliver to the other party the following documents (all of which shall be duly executed, and witnessed and/or notarized as necessary):

   (i) The DUS Parcels Deed.
   (ii) A “Closing Statement” in form and substance mutually satisfactory to RTD and BNSF.
   (iii) Executed “Non-Foreign Person Affidavit”.
   (iv) Such transfer documents customarily required in the counties in which the Property is located.
   (v) Such further instructions, documents and information, including, but not limited to a Form 1099-S, as the other party may reasonably request as necessary to consummate the purchase and sale contemplated by this Agreement.

Section 10. Default and Remedies.

10.1 RTD’s Default. In the event of a default by RTD including but not limited failure to deposit $15,210,000 to escrow by September 1, 2010 under the terms of this Agreement that is not cured by RTD in accordance with any applicable cure provision of this Agreement, BNSF’s sole and exclusive remedies hereunder shall be to either (a) terminate this Agreement with respect only to all portions of the Property that have not yet closed as contemplated herein, in which case neither party shall have any further rights or obligations hereunder with respect to such portions of the Property, except for those that expressly survive any termination, or (b) waive such default and proceed to the next Closing in accordance with the terms of this Agreement. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy BNSF may have at law or in equity for RTD’s default or breach of the Conveyance Documents or any Other Agreement.

10.2 BNSF’s Default. Subject to the provisions of Section 5.3, in the event of a default by BNSF under the terms of this Agreement which is not cured by BNSF as provided herein, RTD’s sole and exclusive remedies hereunder shall be to either (a) terminate this Agreement with respect only to all portions of the Property that have not yet closed as contemplated herein, in which case neither party shall have any further rights or obligations hereunder with respect to such portions of the Property, except for those that expressly survive any termination, (b) obtain specific performance of BNSF’s obligations under this Agreement, or (c) waive such default and proceed to the next Closing in accordance with the terms of this Agreement. Notwithstanding the foregoing,
nothing contained herein shall waive or diminish any right or remedy RTD may have at law or in equity for BNSF's default or breach of the Conveyance Documents or any Other Agreement.

Section 11. Assignment. BNSF may assign its rights and obligations under this Agreement to any entity that succeeds to its interest in and to the Property. RTD may not assign its rights and obligations under this Agreement, but after Closing may assign the DUS Corridor Easement subject to the provisions of the Joint Corridor Use Agreement and may transfer its interest in the Gold Corridor subject to the provisions of the Joint Corridor Use Agreement.

Section 12. Brokers and Brokers' Commissions. RTD and BNSF each warrant and represent to the other that neither party has employed a real estate broker or agent in connection with the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by it as a result of the other's representation herein being untrue.


Except as otherwise expressly provided in this Agreement, all requests, notices, demands, authorizations, directions, consents, waivers or other communications required or permitted under this Agreement shall be in writing and shall either be: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered via facsimile, with confirmation of receipt by telephone, with an original deposited postage prepaid in the first class mails of the United States, addressed to

RTD at:

Assistant General Manager for Capital Projects
RTD-FasTracks
1560 Broadway 7th Floor
Denver, CO 80202
Attn: Rick Clark

With copy to:
Henry Stopplecamp
Engineering Technical Services Manager
RTD-FasTracks
1560 Broadway – 7th Floor
Denver, CO 80202

With copy to:
RTD General Counsel
1600 Blake Street
Denver, CO 80202
Attn: Marla Lien

or to BNSF at:

BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131
ATTN: Richard E. Weicher,
Vice President and General Counsel - Regulatory

With copy to:
BNSF Railway Company
2600 Lou Menk Drive
Fort Worth, Texas 76131
ATTN: DJ Mitchell,
AVP, Passenger Operations

With copy to:
BNSF Railway Company
2500 Lou Menk Drive, AOB-3
Fort Worth, Texas 76131
ATTTN: AVP Corporate Real Estate
Section 14. Miscellaneous.

14.1 Governing Law; Headings; Rules of Construction. This Agreement shall be governed by and construed in accordance with United States Federal law and the internal laws of the State of Colorado, without reference to the conflicts of laws or choice of law provisions thereof. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof.

14.2 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

14.3 Entire Agreement. Except for the Other Agreements, this Agreement contains the entire agreement of the parties hereto with respect to the conveyance of the Property Interests and any other prior understandings or agreements are merged herein and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

14.4 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns (subject to Section 11 above).

14.5 Amendments. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in a single writing executed by both parties to this Agreement.

14.6 Date For Performance. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

14.7 Recording. BNSF and RTD agree that they will not record this Agreement. Following the Second Closing, the parties shall execute and record a Memorandum of Agreement of this Agreement in mutually acceptable form to be recorded against the 711 Building Parcel and Gold Corridor West Portion to provide notice of pending transfers of the 711 Building Parcel, Gold Corridor West Portion and DUS Parcels.

14.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

14.9 Time of the Essence. Time shall be of the essence of this Agreement and each and every term and condition hereof.

14.10 Attorneys’ Fees. In the event that either party shall bring an action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either party, the prevailing party shall be entitled to recover from the non-prevailing party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys’ fees and costs, expert witness fees and court costs as may be fixed by the court or jury including those incurred on appeal.
14.11 Relationship. Nothing in this Agreement or the Other Agreements shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

14.12 Survival. The terms of this Agreement shall survive Closing and the delivery of the Conveyance Documents.

14.13 Waiver of Trial by Jury. BNSF AND RTD HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

[Remainder of this page intentionally blank – counterpart signatures follow]
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized signatory, effective as of the day and year first above written.

BNSF RAILWAY COMPANY

By: Richard E. Weicher
Name: Richard E. Weicher
Title: Vice President and General Counsel - Regulatory

REGIONAL TRANSPORTATION DISTRICT

By: Phillip A. Washington
Name: Phillip A. Washington
Title: General Manager

Approved as to form.

Maria Lien
General Counsel
PROPERTY DESCRIPTION
BNSF Gerspach’s First Addition Parcel

A parcel of land being a portion of Lots 1 through 4, Block 4, Gerspach’s First Addition to Denver, said parcel lying in the Southwest Quarter of Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

COMMENCING at South 1/16th Corner of said Sections 27 and 28;
THENCE N85°22'50"E a distance of 491.63 feet to the Southwest Corner of said Block 4, Gerspach’s First Addition to Denver, being the POINT OF BEGINNING;

THENCE N00°00'42"W coincident with the westerly line of said Block 4 a distance of 3.20 feet to the most southwesterly corner of a parcel of land described in Reception Number 2009012111, as recorded in the City and County of Denver Clerk and Recorder’s Office;
THENCE the following two (2) courses coincident with the southerly lines of said Reception Number 2009012111;
  1) S89°57'39"E non-tangent with the following described curve a distance of 6.59 feet;
  2) THENCE on the arc of a curve to the left, having a central angle of 22°38'22", a radius of 396.00 feet, a chord bearing of N52°59'32"E a distance of 155.46 feet, and an arc distance of 156.46 feet to a point of intersection with the easterly line of said Block 4;
THENCE S00°00'42"E coincident with said easterly line of Block 4 and non-tangent with the last described curve, a distance of 96.88 feet to the Southeast Corner of said Block 4;
THENCE N89°57'10"W coincident with the southerly line of said Block 4 a distance of 130.75 feet to the POINT OF BEGINNING.

Containing 5,434 square feet, (0.125 Acres), more or less.

BASIS OF BEARING for this description is the line between said South 1/16th Corner of Sections 27 and 28, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box) and the Southwest 1/16th Corner of said Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box). Said line bears S89°57'10"E (assumed) a distance of 1,323.15 feet.
This exhibit does not represent a monumented survey and is intended only to depict the attached property description.
This exhibit does not represent a monumented survey and is intended only to depict the attached property description.
PROPERTY DESCRIPTION
BNSF DUS Wewatta Parcel

A parcel of land lying in the Southwest Quarter of the Southwest Quarter of Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

COMMENCING at South 1/16th Corner of said Sections 27 and 28; THENCE S89°57'10"E coincident with the northerly line of said Southwest Quarter of the Southwest Quarter of Section 27 a distance of 568.43 feet, to an intersection point of said northerly line, and the northeasterly line of a parcel of land described in Reception Number 9300068309, as recorded in the City and County of Denver Clerk and Recorder’s Office, being the POINT OF BEGINNING;

THENCE continuing S89°57'10"E coincident with said northerly line of the Southwest Quarter of the Southwest Quarter of Section 27, a distance of 164.79 feet to an intersection point of said northerly line and the northwesterly line of old Wewatta Street as shown on Gaston’s Addition to the City of Denver; THENCE S44°51'20"W coincident with said northwesterly line of old Wewatta, a distance of 436.11 feet to an intersection point of said northwesterly line of old Wewatta, and the southeasterly line of said parcel described in Reception Number 9300068309; THENCE the following two (2) courses along said southeasterly line, and said northeasterly line of said parcel described in Reception Number 9300068309;

1) THENCE N38°38'59"E a distance of 321.45 feet;
2) THENCE N44°51'17"W a distance of 82.17 feet to the POINT OF BEGINNING.

Containing 12,373 square feet, (0.284 Acres), more or less.

BASIS OF BEARING for this description is the line between said South 1/16th Corner of Sections 27 and 28, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box) and the Southwest 1/16th Corner of said Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box). Said line bears S89°57'10"E (assumed) a distance of 1,323.15 feet.
EXHIBIT A

Description of 711 Building Parcel

A parcel of land in the City of Denver, County of Denver, State of Colorado, being that portion of Block 2 of Gerspach's First Addition to Denver, Colorado, originally filed and recorded in Book 2, Page 52, records of Arapahoe County, Colorado, that portion of Block 13 of Garden Addition to Denver, originally filed and recorded in Book 2, Page 73, records of Arapahoe County, Colorado, and that portion of the NW1/4SW1/4 of Section 27, Township 3 South, Range 68 West, 6th Principal Meridian, described as follows:

Beginning at the Northeast corner of Lot 14, of said Block 2 of Gerspach's First Addition, said point being the Northeast corner of that certain parcel of land described in deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC (hereinafter referred to as "ANT Parcel"), recorded November 13, 1998, with the Denver County Clerk and Recorder as Reception No. 9800189965; thence South 89°58'02" West, along the North line of said Lot 14, and its Westerly prolongation, being the Northerly line of said ANT Parcel, 260.88 feet to the Northwesterly corner of said ANT Parcel; thence Southerly, along the Westerly boundary of said ANT Parcel to the Easterly prolongation of the Southerly line of that certain 6270 square foot tract of land described in deed dated January 3, 1955 from the Chicago, Burlington & Quincy Railroad Company to The Huron Land Company; thence Westerly, along said Easterly prolongation to the Southeast corner of said 6270 square foot tract; thence Northerly, along the Easterly boundary of said 6270 square foot tract, to the Northeasterly corner of said 6270 square foot tract; thence Easterly, along a straight line, to the intersection of the North line of vacated W. 32nd Avenue with the Southwesterly boundary of that certain parcel of land described in Exhibit "A" to deed dated December 22, 1987 from The Denver and Rio Grande Western Railroad Company to Burlington Northern Railroad Company, recorded with the Denver County Clerk and Recorder as Reception No. 00240551; thence Southeasterly along said Southwesterly boundary to the westerly boundary of that certain 6.44 acre parcel of land described as parcel "C" in Rule and Decree in Condemnation, in the case of City and County of Denver v. Burlington Northern Railroad Company et al., District Court, City and County of Denver, State of Colorado, Civil Action No. 92 CV 7154, done in open court December 21, 1992; thence Southerly, along said Westerly boundary to a point of curve; thence continuing Southerly, along said Westerly boundary, being along a curve to the left, to the South line of said Block 13 of Garden Addition to Denver; thence Westerly, along said South line of Block 13 to the Northerly prolongation of the East line of said Block 2 of Gerspach's First Addition; thence Southerly, along said Northerly prolongation to the Point of Beginning.
Exhibit A

RTD/BNSF Cash Flow

[attached hereto]
# RTD/BNSF CASH FLOW

## Through Escrow

<table>
<thead>
<tr>
<th>Date</th>
<th>Payments to Escrow (from RTD)</th>
<th>Land Purchase Draws (to BNSF)</th>
<th>Construction Fund Draws (to BNSF)</th>
<th>Escrow Balance</th>
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<td><strong>35,910,000</strong></td>
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EXHIBIT B
Form of 711 Building Parcel Deed

After Recording Return To:

QUIT CLAIM DEED
(711 Building Parcel)

Grantor: BNSF RAILWAY COMPANY
Grantee: REGIONAL TRANSPORTATION DISTRICT

Legal Description: See Exhibit A attached hereto and incorporated herein (the "Property").

Grantor, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and under threat of condemnation, quit claims to Grantee, the Property, situated in the County of Denver, State of Colorado, together with all after acquired title of the Grantor therein;

EXCEPTING AND RESERVING THEREFROM, the following easements, covenants, conditions and restrictions, which Grantor and Grantee acknowledge and agree shall run with the land and be binding upon the successors and assigns of Grantor and Grantee forever:

(1) Grantor and Grantee have entered into that certain Joint Corridor Use Agreement dated as of __________ (the "Joint Corridor Use Agreement") concerning the operation and use of the Property and that certain Relocation and Construction Agreement dated as of __________ (the "Construction Agreement") concerning the construction and relocation of certain improvements. The terms and conditions of the Joint Corridor Use Agreement and Construction Agreement are incorporated herein as if fully set forth in this instrument, shall run with the land as restrictions encumbering the Property and be binding upon and inure to the benefit of Grantor's and Grantee's successors and assigns and such terms shall be in full force and effect for purposes of this instrument even if the Joint Corridor Use Agreement or Construction Agreement is, for whatever reason, no longer in effect, unless otherwise agreed by the parties in a document signed by both parties and recorded in the real estate records for the County of Denver, State of Colorado.

(2) Grantee must operate any train and related equipment on the Property in a manner that (a) complies with the requirements of 49 C.F.R. Part 238, as such requirements may be amended or waived by the Federal Railroad Administration or any successor agencies (collectively, the "FRA"), and (b) uses only trains and other equipment that do not qualify as light rail operations (as determined by the FRA).

(3) Grantor reserves for itself and its successors and assigns a non-exclusive easement for the purpose of access, and for performing any Cure (as defined in that certain Purchase and Sale Agreement between Grantor and Grantee dated as of ________ concerning the Property, the "Sale Contract") of an Identified Condition as contemplated in the Sale Contract or any remediation or other response activities concerning Environmental Loss and Damage (as defined in the Joint Corridor Use Agreement) pursuant to the Joint Corridor Use Agreement.
(4) The following restrictions shall be covenants running with the land encumbering the Property and binding on RTD and its successors and assigns and benefiting BNSF and its successors and assigns:

(a) The Property shall be used solely for railroad or industrial purposes and shall not under any circumstance be used as the site for any school, educational facility, daycare or child care facility, hospital, health care facility, nursing home, elder care facility, park, recreational facility, or residence.

(b) The Property may be used for commuter rail operations or other passenger operation by or for Grantee only for so long as the Joint Corridor Use Agreement is in effect, valid and enforceable in its entirety. All commuter rail or other passenger operations by or for Grantee shall be suspended should the Joint Corridor Use Agreement ever be deemed or interpreted to be other than valid, binding and enforceable in its entirety until such time as the Grantor and the Grantee reach a mutually acceptable substitute agreement with which to replace the Joint Corridor Use Agreement.

(c) The Property may not be used for any freight rail operations except by BNSF as contemplated above in this instrument or in the Joint Corridor Use Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the ____ day of ___________, 200_.

BNSF RAILWAY COMPANY

By ________________________________

Its

REGIONAL TRANSPORTATION DISTRICT
Approved as to legal form

By ________________________________
Marla Lien
Its General Counsel

REGIONAL TRANSPORTATION DISTRICT

By ________________________________
Phillip A. Washington
Its General Manager
PURCHASE AND SALE AGREEMENT
Exhibit B

Second Closing Documents

1. One (1) originally executed Assignment and Assumption Agreement ("Gold Corridor East Assignment") from BNSF as Assignor, to RTD, as Assignee, together with four (4) copies thereof

2. One (1) originally executed and acknowledged Quitclaim Deed from BNSF, as Grantor, to RTD, as Grantee, conveying the fee interest of the Gold Corridor East property ("Gold Corridor East Quitclaim Deed")

3. One (1) originally executed Certificate of Non-Foreign Status (FIRPTA) executed by BNSF
EXHIBIT C

[Intentionally Deleted]
Exhibit C

Agency and Custody Account Direction
For Cash Balances

Direction to use Wells Fargo Advantage Funds for Cash Balances for the escrow account or accounts (the "Account") established under the Escrow Agreement to which this Exhibit D is attached.

You are hereby directed to invest, as indicated below or as I shall direct further from time to time, all cash in the Account in the following money market portfolio of Wells Fargo Advantage Funds (the "Fund"): Wells Fargo Advantage Funds, 100% Treasury Money Market Fund

I acknowledge that I have received, at my request, and reviewed the Fund's prospectus and have determined that the Fund is an appropriate investment for the Account.

I understand from reading the Fund's prospectus that Wells Fargo Funds Management, LLC ("Wells Fargo Funds Management"), a wholly-owned subsidiary of Wells Fargo & Company, provides investment advisory and other administrative services for the Wells Fargo Advantage Funds. Other affiliates of Wells Fargo & Company provide sub-advisory and other services for the Funds. Boston Financial Data Services serves as transfer agent for the Funds. The Funds are distributed by Wells Fargo Funds Distributor, LLC, Member NASD/SIPC, an affiliate of Wells Fargo & Company. I also understand that Wells Fargo & Company will be paid, and its bank affiliates may be paid, fees for services to the Funds and that those fees may include Processing Organization fees as described in the Fund's prospectus.

I understand that you will not exclude amounts invested in the Fund from Account assets subject to fees under the Account agreement between us.

I understand that investments in the Fund are not obligations of, or endorsed or guaranteed by, Wells Fargo Bank or its affiliates and are not insured by the Federal Deposit Insurance Corporation.

I acknowledge that I have full power to direct investments of the Account.

I understand that I may change this direction at any time and that it shall continue in effect until revoked or modified by me by written notice to you.

I understand that if I choose to communicate this investment direction solely via facsimile, then the investment direction will be understood to be enforceable and binding.

REGIONAL TRANSPORTATION DISTRICT

By: ____________________________
Name: __________________________
Title: __________________________
QUIT CLAIM DEED
(DUS Parcels)

Grantor: BNSF RAILWAY COMPANY

Grantee: REGIONAL TRANSPORTATION DISTRICT

Grantor, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and under threat of condemnation, quit claims to Grantee, the Property, situated in the Counties of Denver and Adams, State of Colorado, together with all after acquired title of the Grantor therein;

EXCEPTING AND RESERVING THEREFROM, the following easements, covenants, conditions and restrictions, which Grantor and Grantee acknowledge and agree shall run with the land and be binding upon the successors and assigns of Grantor and Grantee forever:

(1) Grantor reserves for itself and its successors and assigns a nonexclusive easement for access to and use of its adjoining property and structures including access related to construction, maintenance, operation, repair, replacement (including relocation of existing) of railroad track, ties, ballast, bridges, structures, signals, telecommunication systems and associated improvements for the operation of common carrier freight service by Grantor or others permitted by Grantor and the operation of Amtrak service on such adjoining property, all in accordance with the provisions of the Joint Corridor Use Agreement (defined below) and Construction Agreement (defined below). Grantor shall have an easement across the Property for utilities serving the Property.

(2) Grantor and Grantee have entered into that certain Joint Corridor Use Agreement dated as of March 31, 2010 (the "Joint Corridor Use Agreement"), concerning the operation and use of the Property and that certain Relocation and Construction Agreement dated as of March 31, 2010 (the "Construction Agreement"). The terms and conditions of the Joint Corridor Use Agreement and Construction Agreement are incorporated herein as if fully set forth in this instrument, shall run with the land as restrictions encumbering the Property and be binding upon and inure to the benefit of Grantor's and Grantee's successors and assigns and such terms shall be in full force and effect for purposes of this instrument even if the Joint Corridor Use Agreement or Construction Agreement is, for whatever reason, no longer in effect, unless otherwise agreed by the parties in a document signed by both parties and recorded in the real estate records for the Counties of Denver and Adams, State of Colorado.

(3) Grantee must operate any train and related equipment on the Property in a manner that (a) complies with the requirements of 49 C.F.R. Part 238, as such requirements may be amended or waived by the Federal Railroad Administration or any successor agencies (collectively, the "FRA"), and (b) uses only trains and other equipment that do not qualify as light rail operations (as determined by the FRA).
(4) Grantor reserves for itself and its successors and assigns a non-exclusive easement for the purpose of access, and for performing any Cure (as defined in that certain Purchase and Sale Agreement between Grantor and Grantee dated as of _______ concerning the Property, the "Sale Contract") of an Identified Condition as contemplated in the Sale Contract or any remediation or other response activities concerning Environmental Loss and Damage (as defined in the Joint Corridor Use Agreement) pursuant to the Joint Corridor Use Agreement.

(5) The following restrictions shall be covenants running with the land encumbering the Property and binding on RTD and its successors and assigns and benefiting BNSF and its successors and assigns:

(a) The Property shall be used solely for railroad or industrial purposes and shall not under any circumstance be used as the site for any school, educational facility, daycare or child care facility, hospital, health care facility, nursing home, elder care facility, park, recreational facility, or residence.

(b) The Property may be used for commuter rail operations or other passenger operation by or for Grantee only for so long as the Joint Corridor Use Agreement is in effect, valid and enforceable in its entirety. All commuter rail or other passenger operations by or for Grantee shall be suspended should the Joint Corridor Use Agreement ever be deemed or interpreted to be other than valid, binding and enforceable in its entirety until such time as the Grantor and the Grantee reach a mutually acceptable substitute agreement with which to replace the Joint Corridor Use Agreement.

(c) The Property may not be used for freight rail operations except by BNSF as contemplated above in this instrument and the Joint Corridor Use Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the __ day of _____, 200__.

BNSF RAILWAY COMPANY

By ________________________________
Its

REGIONAL TRANSPORTATION DISTRICT
Approved as to legal form

By ________________________________
Marla Lien
Its General Counsel

REGIONAL TRANSPORTATION DISTRICT

By ________________________________
Phillip A. Washington
Its General Manager
STATE OF ss, COUNTY OF ss,

This instrument was acknowledged before me on ____________ by ________________ as ________________ of BNSF Railway Company, a Delaware corporation.

(Seal)

Notary Public

My commission expires: ____________________________

STATE OF COLORADO ss, COUNTY OF ss,

This instrument was acknowledged before me on ____________ by ________________ as ________________ of REGIONAL TRANSPORTATION DISTRICT, a __________________ corporation.

(Seal)

Notary Public

My commission expires: ____________________________

[Attach Exhibit A - TBD]
Exhibit D

BNSF Deposit Instructions

WIRE INSTRUCTIONS
(Proceeds)

SALE FROM: BNSF Railway Company ("BNSF")

TO: ___________________

In connection with the above-referenced sale, the BNSF'S proceeds shall be wired as agreed at the earliest possible time to:

Bank: Northern Trust Company, Chicago
50 S. LaSalle Street, Chicago, IL 60603

ABA #: 071000152 Telephone Number: 312.630-

6000

BNSF DDA/AC #: 350-99171

OBI: BNSF Railway Company
Attn: Sandra Olsen/817.352.3474 or Gregory Baviera/817.352.3487

Amount: $____________________

After wiring funds, please e-mail Carrie Dexter, BNSF Railway E-mail: carrie.dexter@bnsf.com and give the following information:

Name & Telephone # of Bank from which funds are drawn.
Date and Time of wiring.
Wire transfer/reference number.
Exact amount of funds wired.

Thank you for your cooperation.
ASSIGNMENT OF THIRD PARTY LEASES/EASEMENTS/LICENSES AND OTHER CONTRACTS
(Fox Street Parcel, Wewatta Parcel, Triangle Parcel)

THIS ASSIGNMENT AND ASSUMPTION OF THIRD PARTY LEASES/EASEMENTS/LICENSES AND OTHER CONTRACTS (this "Assignment") is entered into as of March 31, 2010, BNSF RAILWAY COMPANY ("Assignor") and REGIONAL TRANSPORTATION DISTRICT ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement (Gold Corridor and DUS Corridor) dated as of March 31, 2010 (the "Agreement"), pursuant to which Assignee has agreed to purchase and Assignor has agreed to sell certain real property as described on Exhibit A attached hereto (the "Property").

B. Assignor is a party to the Third Party Leases/Easements/Licenses and other Contracts as described in the Agreement.

C. Assignor wishes to assign, and Assignee wishes to assume, all of Assignor's right, title and interest in and to the Third Party Leases/Easements/Licenses and other Contracts excluding all Fiber Optic Agreements and Track Agreements, and other agreements that have been identified in writing by Assignor, if any, as described in the Agreement (collectively, the "Assigned Agreements"). It is the intent of the parties that their respective rights and obligations under the Fiber Optic Agreements as they relate to the Property shall be governed by applicable law and the parties do not intend to modify the operation of law with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, and Assignee hereby agree as follows:

1 Assignment. To the extent assignable, Assignor hereby assigns, transfers, and sets over unto Assignee all of Assignor's right, title and interest in and under the Assigned Agreements subject to the following sentences of this Section. To the extent any Assigned Agreement relates to other property owned by Assignor ("Other Property") then the foregoing assignment shall only apply as to the Property and not apply as to Other Property. For Assigned Agreements that relate to more than just the Property, Assignee shall not be entitled to any rent or proration of rent thereunder.

2 Assumption; Succession. To the extent assigned as set forth above, Assignee hereby assumes all of Assignor's duties and obligations under the Assigned Agreements arising and accruing from and after the date of this Assignment and Assignee succeeds to the interests of Assignor under the Assigned Agreements. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims of any kind or nature arising from or related to such Assigned Agreements which accrue on or after the date hereof. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all claims of any kind or nature arising from or related to such Assigned Agreements prior to the date hereof.

3 Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns.

4 Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Colorado.

5 Execution in Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document.
The parties hereto have executed this Assignment as of the date first written above.

BNSF RAILWAY COMPANY

By:  
Name: Richard E. Weicher  
Title: Vice President and General Counsel - Regulatory

REGIONAL TRANSPORTATION DISTRICT  
Approved as a legal form

By
Marla Lien  
Its General Counsel

REGIONAL TRANSPORTATION DISTRICT  

By
Phillip A. Washington  
Its General Manager
EXHIBIT A

Description of Property

Fox Street Parcel

Property Description
Fox Street - Burlington Industrial Park No. 1 Parcels and Easement Reservations

BNSF - Tract 1, Burlington Industrial Park No. 1

Tract 1 of Burlington Industrial Park No. 1, as recorded at Reception Number 028430 on November 13, 1967 in the City and County of Denver Clerk and Recorder's Office, located in the Southwest Quarter of Section 15, Township 3 South, Range 68 West of the Sixth Principal Meridian, City of Denver, Denver County, Colorado and being additionally described as follows:

COMMENCING at the Southwest Corner of Section 15;
THENCE N10°54'44"E a distance of 2631.21 feet to the southwest corner of said Tract 1, said corner being the POINT OF BEGINNING;

THENCE the following four (4) courses coincident with the westerly, northerly, easterly, and southerly lines of said Tract 1, Burlington Industrial Park No. 1;

1) N00°11'02"W a distance of 50.00 feet;
2) THENCE N89°52'10"E a distance of 35.00 feet;
3) THENCE S00°11'02"E a distance of 50.00 feet;
4) THENCE S89°52'10"W a distance of 35.00 feet to the POINT OF BEGINNING;

Above described parcel contains 1,750 square feet, (0.040 Acres), more or less.

AND:

BNSF - Tract 6, Burlington Industrial Park No. 1

Tract 6 of Burlington Industrial Park No. 1, as recorded at Reception Number 028430 on November 13, 1967 in the City and County of Denver Clerk and Recorder's Office, located in the Southwest Quarter of Section 15, Township 3 South, Range 68 West of the Sixth Principal Meridian, City of Denver, Denver County, Colorado and being additionally described as follows:

COMMENCING at the Southwest Corner of Section 15;
THENCE N23°12'58"E a distance of 1285.71 feet to the southwest corner of said Tract 6, said corner being the POINT OF BEGINNING;

THENCE the following three (3) courses coincident with the westerly line of said Tract 6, Burlington Industrial Park No. 1;

5) N08°08'02"W a distance of 99.26 feet;
6) THENCE N01°02'20"W a distance of 94.73 feet;
7) THENCE N00°04'32"E a distance of 435.20 feet to a point on the northerly line of said Tract 6;

THENCE S89°51'59"E, coincident with said northerly line, a distance of 43.93 feet to a point on the westerly line of Fox Street;

THENCE the following three (3) courses coincident with said westerly line of Fox Street;

1) S00°11'02"E a distance of 435.20 feet;
2) THENCE S01°02'20"E a distance of 94.73 feet;
3) THENCE S08°08'02"E a distance of 99.26 feet to a point on the southerly line of West 50th Avenue and the extension thereof;
THENCE N89°51'59"W, coincident with said southerly line, a distance of 45.91 feet to the POINT OF BEGINNING.

Above described parcel contains 28,407 square feet, (0.652 Acres), more or less.

AND:

A portion of Tracts 2, 3, and 4, Burlington Industrial Park No. 1
(Rail easement reservation lying between Tracts 1 and 6)

RESERVING, however, unto Chicago, Burlington & Quincy Railroad Company, its successors and assigns, a railroad easement including the right, privilege and easement to construct, maintain, repair, renew, use, operate over, replace or remove railroad tracks, drainage facilities, and appurtenances thereto in, along and over, upon and / or across the East side of the premises herein conveyed that lies East of a line drawn 10 feet perpendicularly distant, West of and parallel with the center line of said Railroad Company side track number 19, to have and to hold said easement for so long as the same is used or required for railroad purposes and until said Railroad Company, its successors or assigns, shall remove all such facilities from the said premises with the intent to abandon said easements.

**Basis of Bearings for Tracts 1 and 6 described above**: all bearings are based on the line connecting "Alameda" to K 407" being a grid bearing of N70°14'27"W as obtained from a Global Positioning System (GPS) survey based on National Geodetic Survey (NGS) data. Said grid bearing is NAD 83 (CONUS), UTM Zone 13 North. "Alameda" (PID KK1393) is a NGS first order horizontal mark monumented with a 3.5 inch diameter brass cap set flush in concrete, stamped in part "Alameda 1977". K 407" (PID KK1372) is a NGS first order horizontal mark monumented with a flange encased stainless steel rod in 5 inch logo box and cap, flange stamped in part "K 407".

Tracts 1 and 6, Burlington Industrial Park No. 1 described above are BNSF ownership to be transferred to RTD. The easement reservation across a portion of Tracts 2, 3, and 4, Burlington Industrial Park No. 1 are easement rights to be transferred to RTD.
Wewatta Parcel Description

BNSF DUS Wewatta Parcel

A parcel of land lying in the Southwest Quarter of the Southwest Quarter of Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

COMMENCING at South 1/16th Corner of said Sections 27 and 28; THENCE S89°57'10"E coincident with the northerly line of said Southwest Quarter of the Southwest Quarter of Section 27 a distance of 568.43 feet, to an intersection point of said northerly line, and the northeasterly line of a parcel of land described in Reception Number 9300068309, as recorded in the City and County of Denver Clerk and Recorder's Office, being the POINT OF BEGINNING;

THENCE continuing S89°57'10"E coincident with said northerly line of the Southwest Quarter of the Southwest Quarter of Section 27, a distance of 164.79 feet to an intersection point of said northerly line and the northwesterly line of old Wewatta Street as shown on Gaston's Addition to the City of Denver;
THENCE S44°51'20"W coincident with said northwesterly line of old Wewatta, a distance of 436.11 feet to an intersection point of said northwesterly line of old Wewatta, and the southeasterly line of said parcel described in Reception Number 9300068309;
THENCE the following two (2) courses along said southeasterly line, and said northeasterly line of said parcel described in Reception Number 9300068309;
1) THENCE N38°38'59"E a distance of 321.45 feet;
2) THENCE N44°51'17"W a distance of 82.17 feet to the POINT OF BEGINNING.

Containing 12,373 square feet, (0.284 Acres), more or less.

BASIS OF BEARING for this description is the line between said South 1/16th Corner of Sections 27 and 28, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box) and the Southwest 1/16th Corner of said Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box). Said line bears S89°57'10"E (assumed) a distance of 1,323.15 feet.
Description of Triangle Parcel

BNSF Gerspach's First Addition Parcel

A parcel of land being a portion of Lots 1 through 4, Block 4, Gerspach's First Addition to Denver, said parcel lying in the Southwest Quarter of Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

COMMENCING at South 1/16th Corner of said Sections 27 and 28;
THENCE N85°22'50"E a distance of 491.63 feet to the Southwest Corner of said Block 4, Gerspach's First Addition to Denver, being the POINT OF BEGINNING;

THENCE N00°00'42"W coincident with the westerly line of said Block 4 a distance of 3.20 feet to the most southwesterly corner of a parcel of land described in Reception Number 2009012111, as recorded in the City and County of Denver Clerk and Recorder's Office;
THENCE the following two (2) courses coincident with the southerly lines of said Reception Number 2009012111;
  1) S89°57'39"E non-tangent with the following described curve a distance of 6.59 feet;
  2) THENCE on the arc of a curve to the left, having a central angle of 22°38'22", a radius of 396.00 feet, a chord bearing of N52°59'32"E a distance of 155.46 feet, and an arc distance of 156.46 feet to a point of intersection with the easterly line of said Block 4;
THENCE S00°00'42"E coincident with said easterly line of Block 4 and non-tangent with the last described curve, a distance of 96.88 feet to the Southeast Corner of said Block 4;
THENCE N89°57'10"W coincident with the southerly line of said Block 4 a distance of 130.75 feet to the POINT OF BEGINNING.

Containing 5,434 square feet, (0.125 Acres), more or less.

BASIS OF BEARING for this description is the line between said South 1/16th Corner of Sections 27 and 28, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box) and the Southwest 1/16th Corner of said Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box). Said line bears S89°57'10"E (assumed) a distance of 1,323.15 feet.
ASSIGNMENT OF THIRD PARTY LEASES/EASEMENTS/LICENSES AND OTHER CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF THIRD PARTY LEASES/EASEMENTS/LICENSES AND OTHER CONTRACTS (this "Assignment") is entered into as of ________________, 20__, BNSF RAILWAY COMPANY ("Assignor") and REGIONAL TRANSPORTATION DISTRICT ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement (Gold Corridor and DUS Corridor) dated as of March 31, 2010 (the "Agreement"), pursuant to which Assignee has agreed to purchase and Assignor has agreed to sell certain real property as described on Exhibit A attached hereto (the "Property").

B. Assignor is a party to the Third Party Leases/Easements/Licenses and other Contracts as described in the Agreement.

C. Assignor wishes to assign, and Assignee wishes to assume, all of Assignor's right, title and interest in and to the Third Party Leases/Easements/Licenses and other Contracts excluding all Fiber Optic Agreements and Track Agreements, and other agreements that have been identified in writing by Assignor, if any, as described in the Agreement (collectively, the "Assigned Agreements"). It is the intent of the parties that their respective rights and obligations under the Fiber Optic Agreements as they relate to the Property shall be governed by applicable law and the parties do not intend to modify the operation of law with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, and Assignee hereby agree as follows:

1 Assignment. To the extent assignable, Assignor hereby assigns, transfers, and sets over unto Assignee all of Assignor's right, title and interest in and under the Assigned Agreements subject to the following sentences of this Section. To the extent any Assigned Agreement relates to other property owned by Assignor ("Other Property") then the foregoing assignment shall only apply as to the Property and not apply as to Other Property. For Assigned Agreements that relate to more than just the Property, Assignee shall not be entitled to any rent or proration of rent thereunder.

2 Assumption; Succession. To the extent assigned as set forth above, Assignee hereby assumes all of Assignor’s duties and obligations under the Assigned Agreements arising and accruing from and after the date of this Assignment and Assignee succeeds to the interests of Assignor under the Assigned Agreements. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims of any kind or nature arising from or related to such Assigned Agreements prior to the date hereof.

3 Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns.

4 Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Colorado.

5 Execution in Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document.
The parties hereto have executed this Assignment as of the date first written above.

BNSF RAILWAY COMPANY

By: ______________________________
Name: ______________________________
Title: ______________________________

REGIONAL TRANSPORTATION DISTRICT

By: ______________________________
Name: ______________________________
Title: ______________________________
Exhibit E-1

Authorized Signer Form

Certificate as to Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of RTD and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit E-1 is attached, on behalf of RTD.

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<th>Name / Title</th>
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Exhibit E-2
Authorized Signer Form
Certificate as to Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of BNSF and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit E-2 is attached, on behalf of BNSF.

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Exhibit E-3
Authorized Signer Form
Certificate as to Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of HC Peck & Associates and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit E-3 is attached, on behalf of HC Peck.

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EXHIBIT F

Description of DUS Corridor

That portion of BNSF Railway Company's Denver (MP 0.0) to Westminster (MP 6.5), Colorado, Branch Line right of way, in the City and County of Denver, and the County of Adams, Colorado, described as follows:

(DENVER COUNTY)

Tract 1

That portion of said Railway Company's 23rd Street Fuel Yard and property contiguous to said Fuel Yard, in the W1/2 of Section 27, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, described as follows:

Beginning at the West quarter corner of said Section 27;

thence Southerly, along the West line of said Section 27, a distance of 221.13 feet to the Southwesterly corner of that certain tract of land described in deed dated March 11, 1882 from Kate St. George to The Burlington and Colorado Railroad Company, recorded February 12, 1883 in Book 194, at Page 77;

thence Northeasterly, along the Southerly boundary of said tract described in deed dated March 11, 1882 to the Northeasterly corner of that certain 6270 square foot tract of land described in deed dated January 3, 1955 from the Chicago, Burlington & Quincy Railroad Company to The Huron Land Company, recorded April 11, 1955 in Book 7655, Page 383 at Reception No. 63842;

thence Northeasterly, along a straight line, to the intersection of the North right of way line of vacated W. 32nd Avenue with the Southwesterly boundary of that certain parcel of land described in Exhibit “A” to deed dated December 22, 1987 from The Denver and Rio Grande Western Railroad Company to Burlington Northern Railroad Company, recorded February 29, 1988 at Reception No. 00240551;

thence Southeasterly along said Southwesterly boundary to the Westerly boundary of that certain 6.44 acre parcel of land described as parcel “C” in that certain Rule and Decree in Condemnation, dated December 21, 1992, and recorded December 29, 1992 at Reception No. 0154524;

thence Southerly, along said Westerly boundary to a point of curve;

thence continuing Southerly, along said Westerly boundary, being along a curve to the left, to the South line of Block 13 of Garden Addition to Denver, originally filed and recorded November 5, 1875 in Book 2, Page 73, records of Arapahoe County, Colorado, said South line being the North right of way line of W. 31st Avenue;

thence Easterly, along said North right of way line of W. 31st Avenue, to a line parallel with and distant 10.0 feet Southwesterly, measured at right angles and/or radially from that certain track designated in the records of said BNSF Railway Company as Track No. 183, and described in said Exhibit “A” to deed recorded at Reception No. 00240551;

thence Southeasterly, along last said parallel line, to the South right of way line of W. 31st Avenue;

thence Easterly, along said South right of way line, 10 feet, more or less, to the West line of that certain 6.9215 acre tract of land described in deed dated October 24, 1881 from John S. Vanderlip to The Burlington and Colorado Railroad Company, recorded October 25, 1881 in Book 134, Page 535;

thence Southerly, along said West line of said 6.9215 acre tract 880 feet to the Southwest corner of said 6.9215 acre tract, said point being a point on the South line of the N1/2SW1/4 of said Section 27, distant Easterly 637.50 feet from the Southwest corner of said N1/2SW1/4 of Section 27;

thence Easterly, along said South line of the N1/2 of the SW1/4 of Section 27, a distance of 150 feet, more or less, to the Westerly corner of that certain 2532 square foot parcel of land described in deed dated December
22, 1930 from Chicago, Burlington & Quincy Railroad Company to Union Pacific Railroad Company, recorded March 18, 1931 in Book 4458, Page 558;

thence Northeasterly, along the Northwesterly boundary of said 2532 square foot parcel, 179.27 feet to the Southeasterly boundary of that certain 0.727 acre tract of land described in Final Rule in Condemnation dated April 27, 1925, recorded May 5, 1925 in Book 3904, Page 336;

thence Northeasterly, along the curves and tangents of said Southeasterly boundary of said 0.727 acre tract, 190 feet, more or less to the Southerly corner of that certain 30611 square foot parcel of land described as Parcel No. 1 in deed dated July 22, 1927 from Union Pacific Railroad Company to Chicago, Burlington & Quincy Railroad Company, recorded March 17, 1931 in Book 4458, Page 465;

thence Northerly, along the easterly boundary of said 30611 square foot parcel, being along various curves to the left, 920 feet, more or less to the Southeasterly corner of that certain 1961 square foot parcel of land described in deed dated February 17, 1931 from Union Pacific Railroad Company to Chicago, Burlington & Quincy Railroad Company, recorded March 17, 1931 in Book 4458, Page 462, said point being a point on the North line of Block 15, of Garden Addition to the City of Denver, distant 49.82 feet Easterly of the Northwest corner of said Block 15, as measured along said North line;

thence Northeasterly, along the Easterly boundary of said 1961 square foot parcel, being along a curve to the left, to a point on the South line of Block 10 of said Garden Addition to the City of Denver distant Easterly 48.06 feet from the Southwest corner of said Block 10, as measured along said South line, said point also being the Southeasterly corner of that certain 8470 square foot parcel of land described as Parcel No. 2 in said deed recorded in Book 4458, Page 465;

thence, along a straight line Northerly, to the Southeasterly corner of that certain 328 square foot parcel of land described as Parcel No. 3 in said deed recorded in Book 4458, Page 465, said point being in the South line of Block 9 of said Garden Addition to the City of Denver distant 11.5 feet Easterly from the Southwest corner of said Block 9 as measured along said South line of Block 9;

thence continuing Northerly along the Easterly boundary of said 328 square foot parcel, 58.22 feet to a point on the West line of said Block 9, distant Northerly 57 feet from the Southwest corner thereof, said point also being a point on the East line of Delaware Street;

thence Northerly, along said East line of Delaware Street, to a line parallel with and distant 10.0 feet Westerly from, measured at right angles and/or radially to said Railway Company’s most westerly Main Track centerline, designated in the records of said Railway Company as the New Main North Lead, as now located and constructed;

thence Southwesterly, along said last said parallel line to the East line of Block 3 of said Garden Addition to Denver;

thence Northerly, along said East line of Block 3 and its Northerly prolongation, to the centerline of the Official Channel of the South Platte River, as described in Ordinance No. 25, Series 1894;

thence Southwesterly, along said centerline of the Official Channel of the South Platte River, to the Southeast corner of that certain tract of land described first in deed dated March 1, 1890 from The Denargo Land Company to The Denver, Utah and Pacific Railroad Company, recorded July 7, 1890 in Book 607, Page 230;

thence Northerly, along the Easterly boundary of said tract described in deed dated March 1, 1890, to the Southeasterly line of that certain parcel of land described as Parcel 6 in correction deed dated August 23, 1991 from Burlington Northern Railroad Company to Glacier Park Company, recorded September 11, 1991 at Reception No. 910087020, said Southeasterly line being the Northwest line of said Official Channel of the South Platte River;
thence along the boundary of said parcel described as Parcel 6 the following four (4) courses: 1) Southwesterly, along said Northwest line of the Official Channel of the South Platte River, being a line tangent with the following described curve, a distance of 127 feet, more or less;

thence 2) continuing, along said Northwest line of the Official Channel of the South Platte River, Southwesterly, being along the arc of a curve to the right, tangent to the preceding course, having a central angle of 11°53'37", a radius of 520.53 feet, and an arc distance of 108.05 feet;

thence 3) along the arc of a curve to the right, having a central angle of 3°30'47", a radius of 744.49, and an arc distance of 45.65 feet, to a line parallel with and distant 74.96 feet Easterly from, measured at right angles to the West line of said Section 27;

thence 4) Northerly, along last said parallel line 611.99 feet to the Southerly line of that certain 4.377 acre parcel of land described in correction deed dated August 23, 1991 from Burlington Northern Railroad Company to Glacier Park Company, recorded September 11, 1991 at Reception No. 910087021;

thence Westerly, along said Southerly line to the West line of said Section 27;

thence Southerly, along said West line of Section 27, to the Point of Beginning.

Together with that certain parcel of land described in easement deed dated February 2, 1994 from Union Pacific Railroad Company to Burlington Northern Railroad Company, recorded May 26, 1994 at Reception No. 9400088580;

LESS AND EXCEPT THOSE PORTIONS THEREOF LYING IN UNVACATED DELAWARE AND FOX STREETS AND WEST MONCRIEFF PLACE.

Tract 2

That portion of the NW1/4 of the NW1/4 of Section 27, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, lying Easterly of the West line of said Section 27, Northerly of the North line of that certain 4.377 acre parcel of land described in Exhibit “A” in correction deed dated August 23, 1991 from Burlington Northern Railroad Company to Glacier Park Company, recorded September 11, 1991 at Reception No. 910087021, and Southwesterly of the Southwesterly boundary of that certain 8.314 acre parcel of land described in parcel R-3, in deed dated May 13, 1948 from Chicago, Burlington & Quincy Railroad Company to City and County of Denver, recorded May 14, 1948 in Book 6388, Page 106 at Reception No. 506583, said Southwesterly boundary being described as follows:

Beginning at a point on the West line of Fox Street, in the City and County of Denver, distant 127.99 feet Northerly of the South line of said NW1/4 of the NW1/4 of Section 27, said point being the Southeast corner of said 8.314 acre parcel; thence North 84°12' West (bearings based on said deed dated May 13, 1948), 52.95 feet; thence Westerly, and Northwesterly along a curve concave Northeasterly, having a central angle of 67°30', a radius of 604.8 feet, a chord bearing of North 50°27' West, 672.02 feet, and an arc distance of 712.51 feet; thence North 16°42' West, tangent to said curve, 19.56 feet, more or less to the West line of said Section 27, and the terminus of the line herein described.

Tract 3

A tract of land in the NW1/4 of the NW1/4 of Section 27, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, being that portion of that certain tract of land described first in deed dated March 1, 1890 from The Denargo Land Company to The Denver, Utah and Pacific Rail Road Company, recorded July 7, 1890 in Book 607, Page 230, described as follows:

Beginning at a point on the West line of said NW1/4 of the NW1/4 of Section 27, distant 539.1 feet South of the Northwest corner of said NW1/4 of the NW1/4 of Section 27, as measured along said West line, said point being the most Westerly Northwest corner of that certain 8.314 acre parcel of land described in parcel R-3, in deed dated May 13, 1948 from Chicago, Burlington & Quincy Railroad Company to City and County of Denver,
recorded May 14, 1948 in Book 6388, Page 109 at Reception No. 506583;

thence North 63°17' East, along the boundary of said 8.314 acre tract 56.0 feet to the Easterly line of said tract described first in deed dated March 1, 1890;

thence Northerly, along said Easterly line to the North line of said NW1/4 of the NW1/4 of Section 27;

thence Westerly, along said North line, 50 feet, mcre or less to said West line of the NW1/4 of the NW1/4 of Section 27;

thence Southerly, along said Westerly line, 539.1 feet to the Point of Beginning.

Tract 4

That portion of said Railway Company's property lying in the NE1/4 of Section 28, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, described as follows:

Beginning at the East quarter corner of said Section 28;

thence Westerly, along the East-West centerline of said Section 28, to the Easterly boundary of that certain parcel of land entitled South Platte River Parcel and described in deed dated December 22, 1987 from Burlington Northern Railroad Company to The Denver and Rio Grande Western Railroad Company, recorded February 29, 1988 at Reception No. 00240549;

thence Northerly, along said Easterly boundary to the Northerly line of the Official Channel of the South Platte River, as established by Ordinance 25, Series of 1894;

thence Easterly along said Northerly line to the Southeasterly corner of that certain 0.403 acre parcel of land described as Parcel 18B in deed dated March 28, 1991 from Burlington Northern Railroad Company to Glacier Park Company, recorded April 8, 1991 at Reception No. 910028784;

thence Northerly, along the Easterly boundary of said 0.403 acre parcel, 543.45 feet to the Northeasterly corner of said 0.403 acre parcel;

thence Westerly, along the Northerly boundary of said 0.403 acre parcel to the Easterly boundary of that certain parcel of land described as Parcel 18A in the above-referenced December 22, 1987 deed from Burlington Northern Railroad Company to The Denver and Rio Grande Western Railroad Company;

thence along the boundary of said parcel described as Parcel 18A the following nine (9) courses: 1) North 21°28'55" East (bearings based on said deed dated December 22, 1987), to the beginning of a curve;

thence 2) along a curve to the left, tangent to the preceding course, having a central angle of 15°40'09", a radius of 1298.57 feet, a chord bearing of North 13°38'50" East, 354.03 feet and an arc distance of 355.13 feet;

thence 3) North 0°08'04" East, 432.29 feet;

thence 4) South 89°52'09" East, 15.25 feet to a non-tangent curve;

thence 5) along the arc of a curve to the right, having a central angle of 2°06'29", a radius of 2319.06 feet, a chord bearing of North 5°26'31" West, 85.32 feet, and an arc distance of 85.32 feet;

thence 6) North 4°23'17" West, 9.61 feet;

thence 7) along the arc of a curve to the right, tangent to the preceding course, having a central angle of 2°33'46", a radius of 4992.50 feet, a chord bearing of North 3°06'24" West, 223.29 feet, and an arc distance of 223.31 feet;

thence 8) along a curve to the right, tangent to the preceding curve, having a central angle of 2°07'34", a radius
of 7492.50 feet, a chord bearing of North 0°45'44" West, 278.01 feet, and an arc distance of 278.03 feet;

thence 9) North 89°58'07" West, 0.60 feet to a line parallel with and distant 150.0 feet Westerly from, measured at right angles to the East line of said NE1/4 of Section 28;

thence Northerly, along said parallel line to the North line of said NE1/4 of Section 28;

thence Easterly, along said North line, 150 feet, more or less to said East line of NE1/4 of Section 28;

thence Southerly, along said East line of NE1/4 of Section 28, to the Point of Beginning.

Tract 5

That portion of said Railway Company's property in the E1/2 of the SE1/4 of Section 21, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, lying Easterly of a line parallel with and distant 150.0 feet Westerly from, measured at right angles to the East line of said E1/2 of the SE1/4 of Section 21, bounded on the North and South by the respective North and South lines of said E1/2 of the SE1/4 of Section 21.

Tract 6

A tract of land in the SW1/4 of Section 22, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, being that portion of that certain tract of land described first in deed dated March 1, 1890 from The Denargo Land Company to The Denver, Utah and Pacific Rail Road Company, recorded July 7, 1890 in Book 607, Page 230, lying North of the South line of said SW1/4 of Section 22, and lying Southerly of the South line of that certain tract of land described in deed dated December 23, 1986 from Burlington Northern Railroad Company to The Denver Post Corporation, recorded January 30, 1987 at Reception No. 00085084, said South line being the centerline of vacated W. 43rd Avenue, vacated by Ordinance No. 30, Series of 1943.

Together with that portion of that certain tract of land described in deed dated May 2, 1893 from The Denargo Land Company to The Union Pacific, Denver and Gulf Railway Company, recorded May 12, 1893 in Book 847, Page 273, lying Southerly of the South line of said tract of land described in the above-referenced December 23, 1986 deed from Burlington Northern Railroad Company to The Denver Post Corporation, said South line being the centerline of vacated W. 43rd Avenue, vacated by Ordinance No. 30, Series of 1943.

Tract 7

That portion of said Railway Company's property in the E1/2 of the NE1/4 of Section 21, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, lying Easterly of a line parallel with and distant 200.0 feet Westerly from, measured at right angles to the East line of said E1/2 of the NE1/4 of Section 21, bounded on the North and South by the respective North and South lines of said E1/2 of the NE1/4 of Section 21.

Tract 8

That portion of said Railway Company's property in the NW1/4 of the NW1/4 of Section 22, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, described as follows:

Commencing at the Northwest corner of said Section 22;

thence Easterly, along the North line of said Section 22, 481.93 feet to the Northwesterly corner of that certain 4.39 acre parcel of land described in deed dated May 15, 1981 from The Colorado and Southern Railway Company to Mile High Development, Ltd., recorded August 20, 1981 in Book 2436, Page 304 at Reception No. 078985, said point being the Point of Beginning for the tract herein described;

thence Southwesterly, along the Northwesterly boundary of said 4.39 acre parcel, being along the arc of a curve, concave Southeasterly, having a radius of 630.0 feet, an arc distance of 683.57 feet to the Southwesterly corner of said 4.39 acre parcel;
thence Westerly, along the Westerly prolongation of the Southerly boundary of said 4.39 acre parcel 35 feet, more or less to the West line of said Section 22;

thence Northerly, along said West line, 100 feet, more or less, to the Southwesterly corner of that certain 57,815 square foot tract of land described in deed dated January 19, 1961 from The Colorado and Southern Railway Company to Roger J. Joyal, recorded January 31, 1961 in Book 8626, Page 518 at Reception No. 51655, said Southwesterly corner being distant South 376 feet from said Northwest corner of Section 22, as measured along said West line of Section 22;

thence along the Southerly and Southeastern boundary of said 57,815 square foot tract the following two (2) courses: 1) Easterly 24.3 feet;

thence 2) Northeasterly, along the arc of a curve, concave Southeasterly, having a radius of 675.45 feet, an arc distance of 352.83 feet to the most Southerly Southwest corner of that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT PROPERTIES, LLC, recorded March 18, 1999, at Reception No. 990048752 (hereinafter referred to as "ANT Tract");

thence Northeasterly, along the Southerly boundary of said ANT Tract to the Southeast corner of said ANT Tract;

thence Northerly, along the East line of said ANT Tract to said North line of Section 22;

thence Easterly, along said North line to the Point of Beginning.

Together with that portion of said Railway Company's property in the NW1/4 of the NW1/4 of said Section 22, described as follows:

Beginning at the Northwesterly corner of that certain parcel of land described as Parcel 1 in deed dated January 3, 1949 from The Colorado and Southern Railway Company to City and County of Denver, recorded January 19, 1949 in Book 6495, Page 376 at Reception No. 604668;

thence Westerly, along the Westerly prolongation of the Northerly line of said Parcel 1, a distance of 35 feet, more or less to the West line of said Section 22;

thence Southerly, along said West line of Section 22, to the Northwesterly corner of that certain 2.42 acre parcel of land described in deed dated June 17, 1968 from The Colorado and Southern Railway Company to The Denver Brick and Pipe Company, recorded July 31, 1968 in Book 9910, Page 220 at Reception No. 19091;

thence Easterly, along the Northerly boundary of said 2.42 acre parcel, 17 feet, more or less to the most Westerly Southwesterly corner of said Parcel 1;

thence, along the Westerly boundary of said Parcel 1 the following two (2) courses; 1) Northerly, along a line parallel with and distant 15 feet Easterly from, measured at right angles to said West line of Section 22, a distance of 211.39 feet, more or less;

thence 2) North 19°43' East, 79 feet (bearing based on said deed dated January 3, 1949) to the Point of Beginning.

Tract 9

That portion of said Railway Company's property in the SE1/4 of Section 16, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, lying Easterly of a line parallel with and distant 200.0 feet Westerly from, measured at right angles to the East line of said SE1/4 of Section 16, bounded on the South by the South line of said SE1/4 of Section 16, and bounded on the North by the North line of said SE1/4 of Section 16, said North line being a line common to said Denver County, and Adams County, Colorado.

Tract 10

PURCHASE AND SALE AGREEMENT
The Westerly 66 feet of Tracts 2, 3 and 4, Burlington Industrial Park No. 1, being a subdivision of a part of the SW1/4, Section 15, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, more particularly described as follows:

Beginning at the Northwest corner of said Tract 2; thence Easterly, along the North line of said Tract 2, a distance of 66.00 feet; thence South and parallel to the West line of said Tracts 2, 3, and 4, a distance of 772.66 feet to the South line of said Tract 4; thence Westerly, 66.00 feet to the Southwest corner of said Tract 4; thence North along the West line of said Tracts 2, 3, and 4, a distance of 772.46 feet to the Point of Beginning.

Tract 11

Tract 5 and 5A of Burlington Industrial Park No. 1, being a subdivision of a part of the SW1/4, Section 15, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado.

Tract 12

That portion of said Railway Company’s property in the SW1/4 of Section 15, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, bounded as follows: On the West by the West line of said SW1/4 of Section 15; On the South by the North line of Tract 2 of Burlington Industrial Park No. 1; On the East by a line parallel with and distant 66.0 feet Easterly from, measured at right angles to said West line of the SW1/4 of Section 15, and on the North by the North line of said SW1/4 of Section 15, said North line being a line common to said Denver County, and Adams County, Colorado.

(ADAMS COUNTY)

Tract 13

That certain parcel of land described fourth in deed dated March 19, 1996 from BN Leasing Corporation to The Atchison, Topeka and Santa Fe Railway Company, recorded June 6, 1996, as Reception No. C0182215 in Book 4766, Page 427, records of Adams County, Colorado, said parcel being described in said deed for reference as follows:

“A portion of Lot 1, Volney Felt Mill Subdivision, Adams County, Colorado, being more particularly described as follows:

“Beginning at the West quarter corner of Section 15, Township 3 South, Range 68 West of the 6th P.M., said West quarter corner also being the Southwest corner of said Lot 1; thence, along the West line of said Section 15, North 00°00'00" East, 1,322.07 feet to the Northwest corner of said Lot 1; thence along the North line of said Lot 1 North 89°30'00" East, 66.0 feet to a point; thence South and parallel to said section line South 00°00'00" West, 1,332.08 feet to a point on the South line of said Lot 1; thence along said South line South 89°21 '09" West, 66.0 feet to the Point of Beginning.”

Tract 14

Lots 1 and 2, Block 1, Larsen Subdivision Filing No. One, Adams County, Colorado.

Tract 15

Lots 2, 3, 4 and 8, Block 1, of Burlington Northern Shop Industrial Park One, a part of the NW1/4 of Section 15, Township 3 South, Range 68 West, 6th P.M., Adams County Colorado:

Tract 16

That portion of said Railway Company’s property in the NW1/4 of Section 15, Township 3 South, Range 68 West, 6th P.M., Adams County Colorado, described as follows:
Beginning at the Northeasterly corner of Lot 4, Block 1, of Burlington Northern Shop Industrial Park One; thence Easterly, along the Southerly lines of Lots 1 and 3 of said Block 1, a distance of 139.48 feet to the Southeasterly corner of said Lot 1, said point being the Southwesterly corner of that certain parcel of land described in deed dated August 12, 1971 from Burlington Northern Inc. to Montgomery Ward Development Corporation; thence continuing Easterly along the Southerly line of said parcel conveyed to Montgomery Ward Development Corporation to the Northerly line of that certain parcel of land described in deed from Chicago, Burlington & Quincy Railroad Company to Western Wood Preserving, Inc., recorded in Book 396, Page 261, records of said Adams County; thence Westerly, along said Northerly line to the Easterly corner of that certain 0.859 acre parcel of land described in deed dated June 12, 1968 from Chicago, Burlington & Quincy Railroad Company to Western Wood Preserving, Inc.; thence Northerly, along the Northerly boundary of said 0.859 acre parcel to the Southeasterly corner of said Lot 4, Block 1; thence Northerly, along the Easterly line of said Lot 4, a distance of 60.0 feet to the Point of Beginning.

Tract 17

That portion of said Railway Company’s property in the NE1/4 of Section 16, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, being that portion of that certain tract of land described in deed dated March 5, 1881 from State of Colorado to The Denver Western and Pacific Railway Company, recorded March 28, 1881 in Book 134, Page 181, records of Adams County, Colorado, described as follows:

Beginning at the Northeast corner of said Section 16; thence Westerly, along the North line of said NE1/4 of Section 16, a distance of 300 feet; thence South 7°11’ East (bearing based on said deed), 800 feet to a line parallel with and distant 200.0 feet Westerly from, measured at right angles to the East line of said NE1/4 of Section 16; thence Southerly, along said parallel line to the South line of said NE1/4 of Section 16; thence Easterly, along said South line, 200 feet to said East line of the NE1/4 of Section 16; thence Northerly, along said East line to the Point of Beginning.

Tract 18

That certain Railroad Easement Reservation lying in the SE1/4SE1/4 of Section 9, Township 3 South, Range 68 West, 6th P.M., Adams County Colorado, described as Parcel No. 2 in Quitclaim Deed dated October 30, 1969 from Chicago, Burlington & Quincy Railroad Company to Broderick Wood Products Co., said Easement Reservation being described in said deed for reference as follows:

“A tract of land 40 feet wide being 20 feet on each side of the presently located Chicago, Burlington & Quincy Railroad Company’s side track designated No. 19 as it crosses the Southwest corner of the herein conveyed premises in a Northwesterly-Southeasterly direction.”

Tract 19

That portion of said Railway Company’s former Colorado and Southern Railway Company 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Railway Company’s Main Track centerline, as originally located and constructed, upon, over and across Section 9, the SW1/4SW1/4 of Section 4, Section 5, and the NE1/4 of Section 6, all in Township 3 South, Range 68 West, 6th P.M., Adams County, Colorado bounded Southerly by the South line of said Section 9, and bounded Northerly by the North line of said Section 6.

Tract 20

That certain 4.96 acre tract of land lying and being in the County of Adams (formerly a part of Arapahoe County), State of Colorado, conveyed to The Colorado and Southern Railway Company in deed dated February 24, 1904 between The Denver, Northwestern and Pacific Railway Company and The Colorado and Southern Railway Company, recorded July 13, 1904 in Book 16, Page 186, records of Adams County Colorado, said tract being described in said deed for reference as follows:

"Commencing at a point on the southwest boundary line of the right of way of The Colorado and Southern Railway, opposite Station 204+13, of what is known as the Boulder Branch of said Railway, thence
northwesterly and curving to the left along the said southwest boundary line, 1592 feet, more or less, to a point opposite Station 220+05, of The Colorado and Southern Railway, said point being also on the northerly boundary line of the property now owned by The Denver, Northwestern and Pacific Railway Company, in the southeast quarter (S.E.1/4) of Section Nine (9), Township Three (3), South Range Sixty-eight (68) West of the 6th Principal Meridian; thence South 89°30' West, a distance of 180 feet; thence North 87°25' West, a distance of 118 feet; thence South 58°45' East, a distance of 770 feet, more or less, to the place of beginning; containing 4.96 acres, more or less; being a portion of the Southeast quarter (S.E.1/4) of Section Nine (9), Township Three (3), South Range Sixty-eight (68) West of the 6th Principal Meridian;"

Tract 21

That certain 2¼ acre strip of land described in deed dated October 28, 1908 from The Continental Trust Company to The Colorado & Southern Railway Company, recorded November 2, 1908 in Book 33, Page 478, records of said county, said 2 ¼ acre strip being described in said deed for reference as follows:

"A strip of land Fifty (50) feet in width in the East half of Section Five (5), Township Three (3) South, Range Sixty-eight (68) West, more particularly described as follows:

"Beginning at a point on the Northeast line of the right of way of The Colorado & Southern Railway Company, formerly The Denver Marshall & Boulder Railway Company, where it intersects the east line of the County Road on the north and south center line of said Section Five (5); thence southeasterly along the said Northeast line of right of way One Thousand Nine Hundred and Forty (1940) feet; thence at right angles Northeasterly Fifty (50) feet; thence at right angles Northwesterly and parallel with said line of right of way One Thousand Nine Hundred and Sixty (1960) feet, more or less, to the east line of said County Road; thence Southerly along said line Fifty-four (54) feet to the place of beginning, containing Two and one quarter (2¼ ) acres, more or less."

EXCEPTING THEREFROM, that portion of said 2¼ acre strip described as follows:

The Northeasterly 34.0 feet of The BNSF Railway Company’s (formerly Colorado & Southern Railway Company) 150.0 foot wide right of way, being 100.0 feet wide on the Northeasterly side and 50.0 feet wide on the Southwesterly side of said Railway Company’s Main Track centerline, as now located and constructed upon, over and across the W1/2E1/2 of Section 5, Township 3 South, Range 68 West of the 6th P. M., Adams County, Colorado, bounded on the West by the East line of Federal Boulevard (U. S. Highway No. 287), and bounded on the Southeast by a line drawn at right angles to said Main Track centerline at a point distant 600.0 feet Southeasterly from the centerline of said Federal Boulevard (U. S. Highway No. 287), as measured along said Main Track centerline.

Tract 22

The Northeasterly 30.0 feet of BNSF Railway Company’s (formerly The Colorado & Southern Railway Company) 130.0 foot wide property, being 80.0 feet on the Northeasterly side and 50.0 feet wide on the Southwesterly side of said Railway Company’s Main Track centerline, as originally located and constructed, upon over and across the NW1/4NW1/4 of Section 5, Township 3 South, Range 68 West, 6th P.M., Adams County, Colorado, lying between two lines drawn parallel with and distant respectively 50.0 and 80.0 feet Northeasterly, as measured at right angles from said Main Track centerline, bounded Southerly by the South line of said NW1/4NW1/4 of Section 5, and bounded Westerly by the West line of said NW1/4NW1/4 of Section 5.

Tract 23

The Northeasterly 30.0 feet of BNSF Railway Company’s (formerly The Colorado & Southern Railway Company) 160.0 foot wide property, being 80.0 feet on the Northeasterly side and 80.0 feet wide on the Southwesterly side of said Railway Company’s Main Track centerline, as originally located and constructed, upon over and across the NE1/4 of Section 6, Township 3 South, Range 68 West, 6th P.M., Adams County, Colorado, lying between two lines drawn parallel with and distant respectively 50.0 and 80.0 feet Northeasterly, as measured at right angles from said Main Track centerline, bounded Easterly by the west line of the County

PURCHASE AND SALE AGREEMENT
road on the East boundary of said Section 6, as said west line is described in deed dated October 28, 1908 from The Continental Trust Company to The Colorado & Southern Railway Company, and bounded Northerly by the south line of the County road on the North boundary of said Section 6, as said south line is described in deed dated April 21, 1908 from The Great Western Sugar Company to The Colorado and Southern Railway Company.

Tract 24

The Southwesterly 30.0 feet of BNSF Railway Company’s (formerly The Colorado & Southern Railway Company) 160.0 foot wide property, being 80.0 feet on the Northeasterly side and 80.0 feet wide on the Southwesterly side of said Railway Company’s Main Track centerline, as originally located and constructed, upon over and across the NE1/4 of Section 6, Township 3 South, Range 68 West, 6th P.M., Adams County, Colorado, lying between two lines drawn parallel with and distant respectively 50.0 and 80.0 feet Southwesterly, as measured at right angles from said Main Track centerline, bounded Easterly by the west line of the County road on the East boundary of said Section 6, as said west line is described in deed dated October 28, 1908 from The Continental Trust Company to The Colorado & Southern Railway Company, and bounded Northerly by the south line of the County road on the North boundary of said Section 6 as said south line is described in deed dated October 28, 1908 from T. S. McMurray to The Colorado and Southern Railway Company.

Tract 25

Those portions of Lots 7 and 8, Block 40, Harris Park Addition to the City of Westminster, Adams County, Colorado, lying between two lines drawn parallel with and distant respectively 50.0 and 93.0 feet Northeasterly, as measured at right angles from the BNSF Railway Company’s (formerly The Colorado and Southern Railway Company) Main Track centerline, as originally located and constructed.

Tract 26

That portion of said Railway Company’s (formerly The Colorado and Southern Railway Company) 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Railway Company’s Main Track centerline, as originally located and constructed, upon, over and across the SE1/4 of Section 31, Township 2 South, Range 68 West, 6th P.M., Adams County, Colorado, bounded Southerly by the South line of said SE1/4 of Section 31, and bounded Westerly by the West line of Block 36, Harris Park Addition to the City of Westminster, and its Southerly prolongation.
# Exhibit F

## Escrow Fees

Wells Fargo Corporate Trust Services  
Fee Schedule for Escrow Agent for the Regional Transportation District/BNSF Railway Company

### HC Peck & Associates, Inc. Escrow

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptance Fee: A one-time charge covering review and negotiation of documents. Payable at closing</td>
<td>$500.00</td>
</tr>
<tr>
<td>Annual Escrow Fee: Fees as they relate to Wells Fargo Bank acting in the capacity of Escrow Agent – includes creation and examination of the Escrow Agreement; acceptance of the Escrow appointment; setting up of Escrow Account(s) and accounting records; and coordination of receipt of funds for deposit to the Escrow Account. Also includes ordinary administration services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wires and check processing); monitoring claim notices pursuant to the agreement; and disbursement of the funds in accordance with the agreement.</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Out-of-Pocket Expense: Wells Fargo reserves the right to bill at cost for out-of-pocket expenses such as express mail, wire charges, and travel expenses, if required, incurred in connection with a closing.</td>
<td>At Cost</td>
</tr>
</tbody>
</table>

**Note:** The transaction underlying this proposal, and all related legal documentation, is subject to review and acceptance by Wells Fargo Bank in accordance with industry standards. Should the actual transaction materially differ from the assumptions used herein, Wells Fargo reserves the right to modify this proposal. Fees are subject to periodic review and adjustment.
After Recording Return To:

4001 Fox Street
Denver, CO 80216
Attn: J.E. Parker

COMMUTER RAIL PASSENGER TRANSPORTATION EASEMENT
(DUS Corridor)

This Commuter Rail Passenger Transportation Easement ("Easement") is entered into as of the 31st day of March, 2010 by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Grantor") and REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado ("Grantee").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged and under threat of condemnation Grantor hereby conveys and quit-claims to Grantee subject to the terms hereof, an easement over the land located in the Counties of Denver and Adams, more particularly described in Exhibit A attached hereto (the "Land"), for the sole purpose of the construction, maintenance, repair, and replacement by RTD at RTD's sole cost and expense of railroad track, ties, ballast, bridges, structures, signals, and associated improvements for the operation only of commuter rail passenger transportation (as currently defined in 49 U.S.C. Section 24102) using only FRA compliant equipment and the transportation of Rolling Stock in connection with such transportation or conveyance, all in accordance with and subject to the terms of the Joint Corridor Use Agreement (defined below) and Construction Agreement (defined below).

Grantee must operate trains and related equipment in a manner that (a) complies with the requirements of 49 C.F.R. Part 238, as such requirements may be amended or waived by the Federal Railroad Administration or any successor agencies (collectively, the "FRA"), and (b) uses only trains and other equipment that do not qualify as light rail operations (as determined by the FRA). Grantee shall not have the right hereunder to conduct freight operations or exercise any other common carrier freight rights. Grantor reserves for itself all common carrier rights and obligations attached to the Land and otherwise. Grantee's rights hereunder are limited as set forth in the Joint Corridor Use Agreement and Construction Agreement so as not to materially interfere with Grantor's freight operations or common carrier rights.

Grantor and Grantee have entered into that certain Joint Corridor Use Agreement dated as of March 31, 2010, concerning the operation and use of the Land (the "Joint Corridor Use Agreement") and that certain Relocation and Construction dated as of March 31, 2010, concerning the construction and relocation of certain improvements on the Land (the "Construction Agreement"). The terms and conditions of the Joint Corridor Use Agreement and Construction Agreement are incorporated herein as if fully set forth in this instrument, shall run with the land as restrictions encumbering the Land and be binding upon and inure to the benefit of Grantor's and Grantee's successors and assigns and which terms shall be in full force and effect for purposes of this Easement even if the Joint Corridor Use Agreement or Construction Agreement are, for whatever reason, no longer in effect, unless otherwise agreed by the parties in a document signed by both parties and recorded in the real estate records for the Counties of Denver and Adams, State of Colorado.
IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Easement as of the date and year first above written.

BNSF RAILWAY COMPANY

By: Richard E. Weicher
Name: Richard E. Weicher
Title: Vice President and General Counsel - Regulatory

REGIONAL TRANSPORTATION DISTRICT
Approved as to legal form
By Maria Lien
Its General Counsel

REGIONAL TRANSPORTATION DISTRICT
By Phillip A. Washington
Its General Manager
STATE OF COLORADO  )
COUNTY OF DENVER  )  ss.

This instrument was acknowledged before me on March 31, 2010, by Richard E. Weicher as Vice President and General Counsel - Regulatory of BNSF RAILWAY COMPANY, a Delaware corporation.

[Signature]
Notary Public
My commission expires:  June 8, 2010

STATE OF COLORADO  )
COUNTY OF DENVER  )  ss.

This instrument was acknowledged before me on March 31, 2010, by Phillip A. Washington as General Manager of REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado.

[Signature]
Notary Public
My commission expires:  June 8, 2010
EXHIBIT A

Description of DUS Corridor

That portion of BNSF Railway Company's Denver (MP 0.0) to Westminster (MP 6.5), Colorado, Branch Line right of way, in the City and County of Denver, and the County of Adams, Colorado, described as follows:

(DENVER COUNTY)

Tract 1

That portion of said Railway Company's 23rd Street Fuel Yard and property contiguous to said Fuel Yard, in the W1/2 of Section 27, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, described as follows:

Beginning at the West quarter corner of said Section 27;

thence Southerly, along the West line of said Section 27, a distance of 221.13 feet to the Southwesterly corner of that certain tract of land described in deed dated March 11, 1882 from Kate St. George to The Burlington and Colorado Railroad Company, recorded February 12, 1883 in Book 194, at Page 77;

thence Northeasterly, along the Southerly boundary of said tract described in deed dated March 11, 1882 to the Northeasterly corner of that certain 6270 square foot tract of land described in deed dated January 3, 1955 from the Chicago, Burlington & Quincy Railroad Company to The Huron Land Company, recorded April 11, 1955 in Book 7655, Page 383 at Reception No. 63842;

thence Northeasterly, along a straight line, to the intersection of the North right of way line of vacated W. 32nd Avenue with the Southwesterly boundary of that certain parcel of land described in Exhibit "A" to deed dated December 22, 1987 from The Denver and Rio Grande Western Railroad Company to Burlington Northern Railroad Company, recorded February 29, 1988 at Reception No. 00240551;

thence Southeasterly along said Southwesterly boundary to the Westerly boundary of that certain 6.44 acre parcel of land described as parcel "C" in that certain Rule and Decree in Condemnation, dated December 21, 1992, and recorded December 29, 1992 at Reception No. 0154524;

thence Southerly, along said Westerly boundary to a point of curve;

thence continuing Southerly, along said Westerly boundary, being along a curve to the left, to the South line of Block 13 of Garden Addition to Denver, originally filed and recorded November 5, 1875 in Book 2, Page 73, records of Arapahoe County, Colorado, said South line being the North right of way line of W. 31st Avenue;

thence Easterly, along said North right of way line of W. 31st Avenue, to a line parallel with and distant 10.0 feet Southwesterly, measured at right angles and/or radially from that certain track designated in the records of said BNSF Railway Company as Track No. 183, and described in said Exhibit "A" to deed recorded at Reception No. 00240551;

thence Southeasterly, along last said parallel line, to the South right of way line of W. 31st Avenue;

thence Easterly, along said South right of way line, 10 feet, more or less, to the West line of that certain 6.9215 acre tract of land described in deed dated October 24, 1881 from John S.
Vanderlip to The Burlington and Colorado Railroad Company, recorded October 25, 1881 in Book 134, Page 535;

thence Southerly, along said West line of said 6.9215 acre tract 880 feet to the Southwest corner of said 6.9215 acre tract, said point being a point on the South line of the N1/2SW1/4 of said Section 27, distant Easterly 637.50 feet from the Southwest corner of said N1/2SW1/4 of Section 27;

thence Easterly, along said South line of the N1/2 of the SW1/4 of Section 27, a distance of 150 feet, more or less, to the Westerly corner of that certain 2532 square foot parcel of land described in deed dated December 22, 1930 from Chicago, Burlington & Quincy Railroad Company to Union Pacific Railroad Company, recorded March 18, 1931 in Book 4458, Page 558;

thence Northeasterly, along the Northwesterly boundary of said 2532 square foot parcel, 179.27 feet to the Southeasterly boundary of that certain 0.727 acre tract of land described in Final Rule in Condemnation dated April 27, 1925, recorded May 5, 1925 in Book 3904, Page 336;

thence Northeasterly, along the curves and tangents of said Southeasterly boundary of said 0.727 acre tract, 190 feet, more or less to the Southerly corner of that certain 30611 square foot parcel of land described as Parcel No. 1 in deed dated July 22, 1927 from Union Pacific Railroad Company to Chicago, Burlington & Quincy Railroad Company, recorded March 17, 1931 in Book 4458, Page 465;

thence Northeasterly, along the Easterly boundary of said 30611 square foot parcel, being along various curves to the left, 920 feet, more or less to the Southeasterly corner of that certain 1961 square foot parcel of land described in deed dated February 17, 1931 from Union Pacific Railroad Company to Chicago, Burlington & Quincy Railroad Company, recorded March 17, 1931 in Book 4458, Page 462, said point being a point on the North line of Block 15, of Garden Addition to the City of Denver, distant 49.82 feet Easterly of the Northwest corner of said Block 15, as measured along said North line;

thence Northerly, along the Easterly boundary of said 1961 square foot parcel, being along a curve to the left, to a point on the South line of Block 10 of said Garden Addition to the City of Denver distant Easterly 48.06 feet from the Southwest corner of said Block 10, as measured along said South line, said point also being the Southeasterly corner of that certain 8470 square foot parcel of land described as Parcel No. 2 in said deed recorded in Book 4458, Page 465;

thence Northerly, along the curves and tangents of the Easterly boundary of said 8470 square foot parcel, 250 feet, more or less to a point in the North line of said Block 10 of Garden Addition to the City of Denver, said point being distant 16.46 feet Easterly of the Northwest Corner of said Block 10 as measured along said North Line of Block 10;

thence, along a straight line Northerly, to the Southeasterly corner of that certain 328 square foot parcel of land described as Parcel No. 3 in said deed recorded in Book 4458, Page 465, said point being in the South line of Block 9 of said Garden Addition to the City of Denver distant 11.5 feet Easterly from the Southwest corner of said Block 9 as measured along said South line of Block 9;

thence continuing Northerly along the Easterly boundary of said 328 square foot parcel, 58.22 feet to a point on the West line of said Block 9, distant Northerly 57 feet from the Southwest corner thereof, said point also being a point on the East line of Delaware Street;

thence Northerly, along said East line of Delaware Street, to a line parallel with and distant 10.0 feet Westerly from, measured at right angles and/or radially to said Railway Company's most westerly Main Track centerline, designated in the records of said Railway Company as the New Main North Lead, as now located and constructed;
thence Southwesterly, along last said parallel line to the East line of Block 3 of said Garden Addition to Denver;

thence Northerly, along said East line of Block 3 and its Northerly prolongation, to the centerline of the Official Channel of the South Platte River, as described in Ordinance No. 25, Series 1894;

thence Southwesterly, along said centerline of the Official Channel of the South Platte River, to the Southeast corner of that certain tract of land described first in deed dated March 1, 1890 from The Denargo Land Company to The Denver, Utah and Pacific Rail Road Company, recorded July 7, 1890 in Book 607, Page 230;

thence Northerly, along the Easterly boundary of said tract described in deed dated March 1, 1890, to the Southeasterly line of that certain parcel of land described as Parcel 6 in correction deed dated August 23, 1991 from Burlington Northern Railroad Company to Glacier Park Company, recorded September 11, 1991 at Reception No. 910087020, said Southeasterly line being the Northwest line of said Official Channel of the South Platte River;

thence along the boundary of said parcel described as Parcel 6 the following four (4) courses: 1) Southwesterly, along said Northwest line of the Official Channel of the South Platte River, being a line tangent with the following described curve, a distance of 127 feet, more or less;

thence 2) continuing, along said Northwest line of the Official Channel of the South Platte River, Southwesterly, being along the arc of a curve to the right, tangent to the preceding course, having a central angle of 11°53'37", a radius of 520.53 feet, and an arc distance of 108.05 feet;

thence 3) along the arc of a curve to the right, having a central angle of 3°30'47", a radius of 744.49, and an arc distance of 45.65 feet, to a line parallel with and distant 74.96 feet Easterly from, measured at right angles to the West line of said Section 27;

thence 4) Northerly, along last said parallel line 611.99 feet to the Southerly line of that certain 4.377 acre parcel of land described in correction deed dated August 23, 1991 from Burlington Northern Railroad Company to Glacier Park Company, recorded September 11, 1991 at Reception No. 910087021;

thence Westerly, along said Southerly line to the West line of said Section 27;

thence Southerly, along said West line of Section 27, to the Point of Beginning.

Together with that certain parcel of land described in easement deed dated February 2, 1994 from Union Pacific Railroad Company to Burlington Northern Railroad Company, recorded May 26, 1994 at Reception No. 9400088580;

LESS AND EXCEPT THOSE PORTIONS THEREOF LYING IN UNVACATED DELAWARE AND FOX STREETS AND WEST MONCRIEFF PLACE.

Tract 2

That portion of the NW1/4 of the NW1/4 of Section 27, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, lying Easterly of the West line of said Section 27, Northerly of the North line of that certain 4.377 acre parcel of land described in Exhibit "A" in correction deed dated August 23, 1991 from Burlington Northern Railroad Company to Glacier Park Company, recorded September 11, 1991 at Reception No. 910087021, and Southwesterly of the Southwesterly boundary of that certain 8.314 acre parcel of land described in parcel R-3, in deed dated May 13, 1948 from Chicago, Burlington & Quincy Railroad Company to City and County of Denver, recorded May 14, 1948 in Book 6388, Page 109 at Reception No. 506583,
said Southwesterly boundary being described as follows:

Beginning at a point on the West line of Fox Street, in the City and County of Denver, distant 127.99 feet Northerly of the South line of said NW1/4 of the NW1/4 of Section 27, said point being the Southeast corner of said 8.314 acre parcel; thence North 84°12' West (bearings based on said deed dated May 13, 1948), 52.95 feet; thence Westerly, and Northwesterly along a curve concave Northeasterly, having a central angle of 67°30', a radius of 604.8 feet, a chord bearing of North 50°27' West, 672.02 feet, and an arc distance of 712.51 feet; thence North 16°42' West, tangent to said curve, 19.56 feet, more or less to the West line of said Section 27, and the terminus of the line herein described.

Tract 3

A tract of land in the NW1/4 of the NW1/4 of Section 27, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, being that portion of that certain tract of land described first in deed dated March 1, 1890 from The Denargo Land Company to The Denver, Utah and Pacific Rail Road Company, recorded July 7, 1890 in Book 607, Page 230, described as follows:

Beginning at a point on the West line of said NW1/4 of the NW1/4 of Section 27, distant 539.1 feet South of the Northwest corner of said NW1/4 of the NW1/4 of Section 27, as measured along said West line, said point being the most Westerly Northwest corner of that certain 8.314 acre parcel of land described in parcel R-3, in deed dated May 13, 1948 from Chicago, Burlington & Quincy Railroad Company to City and County of Denver, recorded May 14, 1948 in Book 6388, Page 108 at Reception No. 506583;

thence North 63°17' East, along the boundary of said 8.314 acre tract 56.0 feet to the Easterly line of said tract described first in deed dated March 1, 1890;

thence Northerly, along said Easterly line to the North line of said NW1/4 of the NW1/4 of Section 27;

thence Westerly, along said North line, 50 feet, more or less to said West line of the NW1/4 of the NW1/4 of Section 27;

thence Southerly, along said Westerly line, 539.1 feet to the Point of Beginning.

Tract 4

That portion of said Railway Company's property lying in the NE1/4 of Section 28, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, described as follows:

Beginning at the East quarter corner of said Section 28;

thence Westerly, along the East-West centerline of said Section 28, to the Easterly boundary of that certain parcel of land entitled South Platte River Parcel and described in deed dated December 22, 1987 from Burlington Northern Railroad Company to The Denver and Rio Grande Western Railroad Company, recorded February 29, 1988 at Reception No. 00240549;

thence Northerly, along said Easterly boundary to the Northerly line of the Official Channel of the South Platte River, as established by Ordinance 25, Series of 1894;

thence Easterly along said Northerly line to the Southeasterly corner of that certain 0.403 acre parcel of land described as Parcel 18B in deed dated March 28, 1991 from Burlington Northern Railroad Company to Glacier Park Company, recorded April 8, 1991 at Reception No. 910028784;
thence Northerly, along the Easterly boundary of said 0.403 acre parcel, 543.45 feet to the Northeasterly corner of said 0.403 acre parcel;

thence Westerly, along the Northerly boundary of said 0.403 acre parcel to the Easterly boundary of that certain parcel of land described as Parcel 18A in the above-referenced December 22, 1987 deed from Burlington Northern Railroad Company to The Denver and Rio Grande Western Railroad Company;

thence along the boundary of said parcel described as Parcel 18A the following nine (9) courses: 1) North 21°28'55" East (bearings based on said deed dated December 22, 1987), to the beginning of a curve;

thence 2) along a curve to the left, tangent to the preceding course, having a central angle of 15°40'09", a radius of 1298.57 feet, a chord bearing of North 13°38'50" East, 354.03 feet and an arc distance of 355.13 feet;

thence 3) North 0°08'04" East, 432.29 feet;

thence 4) South 89°52'09" East, 15.25 feet to a non-tangent curve;

thence 5) along the arc of a curve to the right, having a central angle of 2°06'29", a radius of 2319.06 feet, a chord bearing of North 5°26'31" West, 85.32 feet, and an arc distance of 85.32 feet;

thence 6) North 4°23'17" West, 9.61 feet;

thence 7) along the arc of a curve to the right, tangent to the preceding course, having a central angle of 2°33'46", a radius of 4992.50 feet, a chord bearing of North 3°06'24" West, 223.29 feet, and an arc distance of 223.31 feet;

thence 8) along a curve to the right, tangent to the preceding curve, having a central angle of 2°07'34", a radius of 7492.50 feet, a chord bearing of North 0°45'44" West, 278.01 feet, and an arc distance of 278.03 feet;

thence 9) North 89°58'07" West, 0.60 feet to a line parallel with and distant 150.0 feet Westerly from, measured at right angles to the East line of said NE1/4 of Section 28;

thence Northerly, along said parallel line to the North line of said NE1/4 of Section 28;

thence Easterly, along said North line, 150 feet, more or less to said East line of NE1/4 of Section 28;

thence Southerly, along said East line of NE1/4 of Section 28, to the Point of Beginning.

Tract 5

That portion of said Railway Company’s property in the E1/2 of the SE1/4 of Section 21, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, lying Easterly of a line parallel with and distant 150.0 feet Westerly from, measured at right angles to the East line of said E1/2 of the SE1/4 of Section 21, bounded on the North and South by the respective North and South lines of said E1/2 of the SE1/4 of Section 21.

Tract 6

A tract of land in the SW1/4 of Section 22, Township 3 South, Range 68 West, 6th P.M., City and
County of Denver, Colorado, being that portion of that certain tract of land described first in deed dated March 1, 1890 from The Denargo Land Company to The Denver, Utah and Pacific Railroad Company, recorded July 7, 1890 in Book 607, Page 230, lying North of the South line of said SW1/4 of Section 22, and lying Southerly of the South line of that certain tract of land described in deed dated December 23, 1986 from Burlington Northern Railroad Company to The Denver Post Corporation, recorded January 30, 1987 at Reception No. 00085084, said South line being the centerline of vacated W. 43rd Avenue, vacated by Ordinance No. 30, Series of 1943.

Together with that portion of that certain tract of land described in deed dated May 2, 1893 from The Denargo Land Company to The Union Pacific, Denver and Gulf Railway Company, recorded May 12, 1893 in Book 847, Page 273, lying Southerly of the South line of said tract of land described in the above-referenced December 23, 1986 deed from Burlington Northern Railroad Company to The Denver Post Corporation, said South line being the centerline of vacated W. 43rd Avenue, vacated by Ordinance No. 30, Series of 1943.

Tract 7

That portion of said Railway Company's property in the E1/2 of the NE1/4 of Section 21, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, lying Easterly of a line parallel with and distant 200.0 feet Westerly from, measured at right angles to the East line of said E1/2 of the NE1/4 of Section 21, bounded on the North and South by the respective North and South lines of said E1/2 of the NE1/4 of Section 21.

Tract 8

That portion of said Railway Company's property in the NW1/4 of the NW1/4 of Section 22, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, described as follows:

Commencing at the Northwest corner of said Section 22;

thence Easterly, along the North line of said Section 22, 481.93 feet to the Northwesterly corner of that certain 4.39 acre parcel of land described in deed dated May 15, 1981 from The Colorado and Southern Railway Company to Mile High Development, Ltd., recorded August 20, 1981 in Book 2436, Page 304 at Reception No. 078985, said point being the Point of Beginning for the tract herein described;

thence Southwesterly, along the Northwesterly boundary of said 4.39 acre parcel, being along the arc of a curve, concave Southeasterly, having a radius of 630.0 feet, an arc distance of 683.57 feet to the Southwesterly corner of said 4.39 acre parcel;

thence Westerly, along the Westerly prolongation of the Southerly boundary of said 4.39 acre parcel 35 feet, more or less to the West line of said Section 22;

thence Northerly, along the West line, 100 feet, more or less, to the Southwesterly corner of that certain 57,815 square foot tract of land described in deed dated January 19, 1961 from The Colorado and Southern Railway Company to Roger J. Joyal, recorded January 31, 1961 in Book 8626, Page 518 at Reception No. 51655, said Southwesterly corner being distant South 376 feet from said Northwest corner of Section 22, as measured along said West line of Section 22;

thence along the Southerly and Southwesterly boundaries of said 57,815 square foot tract the following two (2) courses: 1) Easterly 24.3 feet;

thence 2) Northeasterly, along the arc of a curve, concave Southeasterly, having a radius of 675.45 feet, an arc distance of 352.83 feet to the most Southerly Southwest corner of that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa

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Fe Railway Company to ANT PROPERTIES, LLC, recorded March 18, 1999, at Reception No. 9900048752 (hereinafter referred to as "ANT Tract");

thence Northeasterly, along the Southerly boundary of said ANT Tract to the Southeast corner of said ANT Tract;

thence Northerly, along the East line of said ANT Tract to said North line of Section 22;

thence Easterly, along said North line to the Point of Beginning.

Together with that portion of said Railway Company’s property in the NW1/4 of the NW1/4 of said Section 22, described as follows:

Beginning at the Northwesterly corner of that certain parcel of land described as Parcel 1 in deed dated January 3, 1949 from The Colorado and Southern Railway Company to City and County of Denver, recorded January 19, 1949 in Book 6495, Page 376 at Reception No. 604668;

thence Westerly, along the Westerly prolongation of the Northerly line of said Parcel 1, a distance of 35 feet, more or less to the West line of said Section 22;

thence Southerly, along said West line of Section 22, to the Northwesterly corner of that certain 2.42 acre parcel of land described in deed dated June 17, 1968 from The Colorado and Southern Railway Company to The Denver Brick and Pipe Company, recorded July 31, 1968 in Book 9910, Page 220 at Reception No. 19091;

thence Easterly, along the Northerly boundary of said 2.42 acre parcel, 17 feet, more or less to the most Westerly Southwesterly corner of said Parcel 1;

thence, along the Westerly boundary of said Parcel 1 the following two (2) courses; 1) Northerly, along a line parallel with and distant 15 feet Easterly from, measured at right angles to said West line of Section 22, a distance of 211.39 feet, more or less;

thence 2) North 19°43’ East, 79 feet (bearing based on said deed dated January 3, 1949) to the Point of Beginning.

Tract 9

That portion of said Railway Company’s property in the SE1/4 of Section 16, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, lying Easterly of a line parallel with and distant 200.0 feet Westerly from, measured at right angles to the East line of said SE1/4 of Section 16, bounded on the South by the South line of said SE1/4 of Section 16, and bounded on the North by the North line of said SE1/4 of Section 16, said North line being a line common to said Denver County, and Adams County, Colorado.

Tract 10

The Westerly 66 feet of Tracts 2, 3 and 4, Burlington Industrial Park No. 1, being a subdivision of a part of the SW1/4, Section 15, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, more particularly described as follows:

Beginning at the Northwest corner of said Tract 2; thence Easterly, along the North line of said Tract 2, a distance of 66.00 feet; thence South and parallel to the West line of said Tracts 2, 3, and 4, a distance of 772.66 feet to the South line of said Tract 4; thence Westerly, 66.00 feet to the Southwest corner of said Tract 4; thence North along the West line of said Tracts 2, 3, and 4, a distance of 772.46 feet to the Point of Beginning.
Tract 11

Tract 5 and 5A of Burlington Industrial Park No. 1, being a subdivision of a part of the SW1/4, Section 15, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado.

Tract 12

That portion of said Railway Company's property in the SW1/4 of Section 15, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, bounded as follows: On the West by the West line of said SW1/4 of Section 15; On the South by the North line of Tract 2 of Burlington Industrial Park No. 1; On the East by a line parallel with and distant 66.0 feet Easterly from, measured at right angles to said West line of the SW1/4 of Section 15, and on the North by the North line of said SW1/4 of Section 15, said North line being a line common to said Denver County, and Adams County, Colorado.

(ADAMS COUNTY)

Tract 13

That certain parcel of land described fourth in deed dated March 19, 1996 from BN Leasing Corporation to The Atchison, Topeka and Santa Fe Railway Company, recorded June 6, 1996, as Reception No. C0182215 in Book 4766, Page 427, records of Adams County, Colorado, said parcel being described in said deed for reference as follows:

"A portion of Lot 1, Volney Felt Mill Subdivision, Adams County, Colorado, being more particularly described as follows:

"Beginning at the West quarter corner of Section 15, Township 3 South, Range 68 West of the 6th P.M., said West quarter corner also being the Southwest corner of said Lot 1; thence, along the West line of said Section 15, North 00°00'00" East, 1,322.07 feet to the Northwest corner of said Lot 1; thence along the North line of said Lot 1 North 89°30'00" East, 66.0 feet to a point; thence South and parallel to said section line South 00°00'00" West, 1,332.08 feet to a point on the South line of said Lot 1; thence along said South line South 89°21'09" West, 66.0 feet to the Point of Beginning."

Tract 14

Lots 1 and 2, Block 1, Larsen Subdivision Filing No. One, Adams County, Colorado.

Tract 15

Lots 2, 3, 4 and 8, Block 1, of Burlington Northern Shop Industrial Park One, a part of the NW1/4 of Section 15, Township 3 South, Range 68 West, 6th P.M., Adams County Colorado:

Tract 16

That portion of said Railway Company's property in the NW1/4 of Section 15, Township 3 South, Range 68 West, 6th P.M., Adams County Colorado, described as follows:

Beginning at the Northeasterly corner of Lot 4, Block 1, of Burlington Northern Shop Industrial Park One; thence Easterly, along the Southerly lines of Lots 1 and 3 of said Block 1, a distance of 139.48 feet to the Southeasterly corner of said Lot 1, said point being the Southwesterly corner of that certain parcel of land described in deed dated August 12, 1971 from Burlington Northern Inc. to Montgomery Ward Development Corporation; thence continuing Easterly along the Southerly line of said parcel conveyed to Montgomery Ward Development Corporation to the Northerly line.
of that certain parcel of land described in deed from Chicago, Burlington & Quincy Railroad Company to Western Wood Preserving, Inc., recorded in Book 396, Page 261, records of said Adams County; thence Westerly, along said Northerly line to the Easterly corner of that certain 0.859 acre parcel of land described in deed dated June 12, 1968 from Chicago, Burlington & Quincy Railroad Company to Western Wood Preserving, Inc.; thence Westerly, along the Northerly boundary of said 0.859 acre parcel to the Southeasterly corner of said Lot 4, Block 1; thence Northerly, along the Easterly line of said Lot 4, a distance of 60.0 feet to the Point of Beginning.

Tract 17

That portion of said Railway Company's property in the NE1/4 of Section 16, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, being that portion of that certain tract of land described in deed dated March 5, 1881 from State of Colorado to The Denver Western and Pacific Railway Company, recorded March 28, 1881 in Book 134, Page 181, records of Adams County, Colorado, described as follows:

Beginning at the Northeast corner of said Section 16; thence Westerly, along the North line of said NE1/4 of Section 16, a distance of 300 feet; thence South 7°11' East (bearing based on said deed), 800 feet to a line parallel with and distant 200.0 feet Westerly from, measured at right angles to the East line of said NE1/4 of Section 16; thence Southerly, along said parallel line to the South line of said NE1/4 of Section 16; thence Easterly, along said South line, 200 feet to said East line of the NE1/4 of Section 16; thence Northerly, along said East line to the Point of Beginning.

Tract 18

That certain Railroad Easement Reservation lying in the SE1/4SE1/4 of Section 9, Township 3 South, Range 68 West, 6th P.M., Adams County Colorado, described as Parcel No. 2 in Quitclaim Deed dated October 30, 1969 from Chicago, Burlington & Quincy Railroad Company to Broderick Wood Products Co., said Easement Reservation being described in said deed for reference as follows:

"A tract of land 40 feet wide being 20 feet on each side of the presently located Chicago, Burlington & Quincy Railroad Company's side track designated No. 19 as it crosses the Southwest corner of the herein conveyed premises in a Northwesterly-Southeasterly direction."

Tract 19

That portion of said Railway Company's former Colorado and Southern Railway Company 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's Main Track centerline, as originally located and constructed, upon, over and across Section 9, the SW1/4SW1/4 of Section 4, Section 5, and the NE1/4 of Section 6, all in Township 3 South, Range 68 West, 6th P.M., Adams County, Colorado bounded Southerly by the South line of said Section 9, and bounded Northerly by the North line of said Section 6.

Tract 20

That certain 4.96 acre tract of land lying and being in the County of Adams (formerly a part of Arapahoe County), State of Colorado, conveyed to The Colorado and Southern Railway Company in deed dated February 24, 1904 between The Denver, Northwestern and Pacific Railway Company and The Colorado and Southern Railway Company, recorded July 13, 1904 in Book 16, Page 186, records of Adams County Colorado, said tract being described in said deed for reference as follows:

"Commencing at a point on the southwest boundary line of the right of way of The Colorado and
Southern Railway, opposite Station 204+13, of what is known as the Boulder Branch of said Railway; thence northwesterly and curving to the left along the said southwest boundary line, 1592 feet, more or less, to a point opposite Station 220+05, of The Colorado and Southern Railway, said point being also on the northerly boundary line of the property now owned by The Denver, Northwestern and Pacific Railway Company, in the southeast quarter (S.E.1/4) of Section Nine (9), Township Three (3), South Range Sixty-eight (68) West of the 6th Principal Meridian; thence South 89°30' West, a distance of 180 feet; thence North 87°25' West, a distance of 118 feet; thence South 58°45' East, a distance of 1010 feet; thence South 53°45' East, a distance of 770 feet, more or less, to the place of beginning; containing 4.96 acres, more or less; being a portion of the Southeast quarter (S.E.1/4) of Section Nine (9), Township Three (3), South Range Sixty-eight (68) West of the 6th Principal Meridian;”

Tract 21

That certain 2½ acre strip of land described in deed dated October 28, 1908 from The Continental Trust Company to The Colorado & Southern Railway Company, recorded November 2, 1908 in Book 33, Page 478, records of said county, said 2 ¼ acre strip being described in said deed for reference as follows:

“A strip of land Fifty (50) feet in width in the East half of Section Five (5), Township Three (3) South, Range Sixty-eight (68) West, more particularly described as follows:

“Beginning at a point on the Northeast line of the right of way of The Colorado & Southern Railway Company, formerly The Denver Marshall & Boulder Railway Company, where it intersects the east line of the County Road on the north and south center line of said Section Five (5); thence southeasterly along the said Northeast line of right of way One Thousand Nine Hundred and Forty (1940) feet; thence at right angles Northeasterly Fifty (50) feet; thence at right angles Northwesterly and parallel with said line of right of way One Thousand Nine Hundred and Sixty (1960) feet, more or less, to the east line of said County Road; thence Southerly along said line Fifty-four (54) feet to the place of beginning, containing Two and one quarter (2¼) acres, more or less.”

EXCEPTING THEREFROM, that portion of said 2½ acre strip described as follows:

The Northeasterly 34.0 feet of The BNSF Railway Company’s (formerly Colorado & Southern Railway Company) 150.0 foot wide right of way, being 100.0 feet wide on the Northeasterly side and 50.0 feet wide on the Southwesterly side of said Railway Company’s Main Track centerline, as now located and constructed upon, over and across the W½E½ of Section 5, Township 3 South, Range 68 West of the 6th P. M., Adams County, Colorado, bounded on the West by the East line of Federal Boulevard (U. S. Highway No. 287), and bounded on the Southeast by a line drawn at right angles to said Main Track centerline at a point distant 600.0 feet Southeasterly from the centerline of said Federal Boulevard (U. S. Highway No. 287), as measured along said Main Track centerline.

Tract 22

The Northeasterly 30.0 feet of BNSF Railway Company’s (formerly The Colorado & Southern Railway Company) 130.0 foot wide property, being 80.0 feet on the Northeasterly side and 50.0 feet wide on the Southwesterly side of said Railway Company’s Main Track centerline, as originally located and constructed, upon over and across the NW1/4NW1/4 of Section 5, Township 3 South, Range 68 West, 6th P.M., Adams County, Colorado, lying between two lines drawn parallel with and distant respectively 50.0 and 80.0 feet Northeasterly, as measured at right angles from said Main Track centerline, bounded Southerly by the South line of said NW1/4NW1/4 of Section 5, and bounded Westerly by the West line of said NW1/4NW1/4 of Section 5.
Tract 23

The Northeasterly 30.0 feet of BNSF Railway Company's (formerly The Colorado & Southern Railway Company) 160.0 foot wide property, being 80.0 feet on the Northeasterly side and 80.0 feet wide on the Southwesterly side of said Railway Company's Main Track centerline, as originally located and constructed, upon over and across the NE1/4 of Section 6, Township 3 South, Range 68 West, 6th P.M., Adams County, Colorado, lying between two lines drawn parallel with and distant respectively 50.0 and 80.0 feet Northeasterly, as measured at right angles from said Main Track centerline, bounded Easterly by the west line of the County road on the East boundary of said Section 6, as said west line is described in deed dated October 28, 1908 from The Continental Trust Company to The Colorado & Southern Railway Company, and bounded Northerly by the south line of the County road on the North boundary of said Section 6, as said south line is described in deed dated April 21, 1908 from The Great Western Sugar Company to The Colorado and Southern Railway Company.

Tract 24

The Southwesterly 30.0 feet of BNSF Railway Company's (formerly The Colorado & Southern Railway Company) 160.0 foot wide property, being 80.0 feet on the Northeasterly side and 80.0 feet wide on the Southwesterly side of said Railway Company's Main Track centerline, as originally located and constructed, upon over and across the NE1/4 of Section 6, Township 3 South, Range 68 West, 6th P.M., Adams County, Colorado, lying between two lines drawn parallel with and distant respectively 50.0 and 80.0 feet Southwesterly, as measured at right angles from said Main Track centerline, bounded Easterly by the west line of the County road on the East boundary of said Section 6, as said west line is described in deed dated October 28, 1908 from The Continental Trust Company to The Colorado & Southern Railway Company, and bounded Northerly by the south line of the County road on the North boundary of said Section 6 as said south line is described in deed dated October 28, 1908 from T. S. McMurray to The Colorado and Southern Railway Company.

Tract 25

Those portions of Lots 7 and 8, Block 40, Harris Park Addition to the City of Westminster, Adams County, Colorado, lying between two lines drawn parallel with and distant respectively 50.0 and 93.0 feet Northeasterly, as measured at right angles from the BNSF Railway Company's (formerly The Colorado and Southern Railway Company) Main Track centerline, as originally located and constructed.

Tract 26

That portion of said Railway Company's (formerly The Colorado and Southern Railway Company) 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's Main Track centerline, as originally located and constructed, upon, over and across the SE1/4 of Section 31, Township 2 South, Range 68 West, 6th P.M., Adams County, Colorado, bounded Southerly by the South line of said SE1/4 of Section 31, and bounded Westerly by the West line of Block 36, Harris Park Addition to the City of Westminster, and its Southerly prolongation.
This Commuter Rail Passenger Transportation Easement ("Easement") is entered into as of the 31st day of March, 2010 by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Grantor") and REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado ("Grantee").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged and under threat of condemnation Grantor hereby conveys and quit-claims to Grantee subject to the terms hereof, an easement over the land located in the Counties of Denver and Adams, more particularly described in Exhibit A attached hereto (the "Land"), for the sole purpose of the construction, maintenance, repair, and replacement by RTD at RTD's sole cost and expense of railroad track, ties, ballast, bridges, structures, signals, and associated improvements for the operation only of commuter rail passenger transportation (as currently defined in 49 U.S.C. Section 24102) using only FRA compliant equipment and the transportation of Rolling Stock in connection with such transportation or conveyance, all in accordance with and subject to the terms of the Joint Corridor Use Agreement (defined below) and Construction Agreement (defined below).

Grantee must operate trains and related equipment in a manner that (a) complies with the requirements of 49 C.F.R. Part 238, as such requirements may be amended or waived by the Federal Railroad Administration or any successor agencies (collectively, the "FRA"), and (b) uses only trains and other equipment that do not qualify as light rail operations (as determined by the FRA). Grantee shall not have the right hereunder to conduct freight operations or exercise any other common carrier freight rights. Grantor reserves for itself all common carrier rights and obligations attached to the Land and otherwise. Grantee’s rights hereunder are limited as set forth in the Joint Corridor Use Agreement and Construction Agreement so as not to materially interfere with Grantor’s freight operations or common carrier rights.

Grantor and Grantee have entered into that certain Joint Corridor Use Agreement dated as of March 31, 2010, concerning the operation and use of the Land (the "Joint Corridor Use Agreement") and that certain Relocation and Construction dated as of March 31, 2010, concerning the construction and relocation of certain improvements on the Land (the "Construction Agreement"). The terms and conditions of the Joint Corridor Use Agreement and Construction Agreement are incorporated herein as if fully set forth in this instrument, shall run with the land as restrictions encumbering the Land and be binding upon and inure to the benefit of Grantor’s and Grantee’s successors and assigns and which terms shall be in full force and effect for purposes of this Easement even if the Joint Corridor Use Agreement or Construction Agreement are, for whatever reason, no longer in effect, unless otherwise agreed by the parties in a document signed by both parties and recorded in the real estate records for the Counties of Denver and Adams, State of Colorado.
IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Easement as of the date and year first above written.

BNSF RAILWAY COMPANY

By: Richard E. Weicher
Name: Richard E. Weicher
Title: Vice President and General Counsel - Regulatory

REGIONAL TRANSPORTATION DISTRICT
Approved as to legal form
By Maria Lien
Its General Counsel

REGIONAL TRANSPORTATION DISTRICT
By Phillip A. Washington
Its General Manager
This instrument was acknowledged before me on March 31, 2010, by Richard E. Weicher as Vice President and General Counsel - Regulatory of BNSF RAILWAY COMPANY, a Delaware corporation.

Notary Public
My commission expires: June 8, 2010

This instrument was acknowledged before me on March 31, 2010, by Phillip A. Washington as General Manager of REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado.

Notary Public
My commission expires: June 8, 2010
EXHIBIT A

Description of DUS Corridor

That portion of BNSF Railway Company's Denver (MP 0.0) to Westminster (MP 6.5), Colorado, Branch Line right of way, in the City and County of Denver, and the County of Adams, Colorado, described as follows:

(DENVER COUNTY)

Tract 1

That portion of said Railway Company's 23rd Street Fuel Yard and property contiguous to said Fuel Yard, in the W1/2 of Section 27, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, described as follows:

Beginning at the West quarter corner of said Section 27;

thence Southerly, along the West line of said Section 27, a distance of 221.13 feet to the Southwesterly corner of that certain tract of land described in deed dated March 11, 1882 from Kate St. George to The Burlington and Colorado Railroad Company, recorded February 12, 1883 in Book 194, at Page 77;

thence Northeasterly, along the Southerly boundary of said tract described in deed dated March 11, 1882 to the Northeasterly corner of that certain 6270 square foot tract of land described in deed dated January 3, 1955 from the Chicago, Burlington & Quincy Railroad Company to The Huron Land Company, recorded April 11, 1955 in Book 7655, Page 383 at Reception No. 63642;

thence Northeasterly, along a straight line, to the intersection of the North right of way line of vacated W. 32nd Avenue with the Southwesterly boundary of that certain parcel of land described in Exhibit "A" to deed dated December 22, 1987 from The Denver and Rio Grande Western Railroad Company to Burlington Northern Railroad Company, recorded February 29, 1988 at Reception No. 00240551;

thence Southeasterly along said Southwesterly boundary to the Westerly boundary of that certain 6.44 acre parcel of land described as parcel "C" in that certain Rule and Decree in Condemnation, dated December 21, 1992, and recorded December 29, 1992 at Reception No. 0154524;

thence Southerly, along said Westerly boundary to a point of curve;

thence continuing Southerly, along said Westerly boundary, being along a curve to the left, to the South line of Block 13 of Garden Addition to Denver, originally filed and recorded November 5, 1875 in Book 2, Page 73, records of Arapahoe County, Colorado, said South line being the North right of way line of W. 31st Avenue;

thence Easterly, along said North right of way line of W. 31st Avenue, to a line parallel with and distant 10.0 feet Southwesterly, measured at right angles and/or radially from that certain track designated in the records of said BNSF Railway Company as Track No. 183, and described in said Exhibit "A" to deed recorded at Reception No. 00240551;

thence Southeasterly, along last said parallel line, to the South right of way line of W. 31st Avenue;

thence Easterly, along said South right of way line, 10 feet, more or less, to the West line of that certain 6.9215 acre tract of land described in deed dated October 24, 1881 from John S.
Vanderlip to The Burlington and Colorado Railroad Company, recorded October 25, 1881 in Book 134, Page 535;

thence Southerly, along said West line of said 6.9215 acre tract 880 feet to the Southwest corner of said 6.9215 acre tract, said point being a point on the South line of the N1/2SW1/4 of said Section 27, distant Easterly 637.50 feet from the Southwest corner of said N1/2SW1/4 of Section 27;

thence Easterly, along said South line of the N1/2 of the SW1/4 of Section 27, a distance of 150 feet, more or less, to the Westerly corner of that certain 2532 square foot parcel of land described in deed dated December 22, 1930 from Chicago, Burlington & Quincy Railroad Company to Union Pacific Railroad Company, recorded March 18, 1931 in Book 4458, Page 558;

thence Northeasterly, along the Northwesterly boundary of said 2532 square foot parcel, 179.27 feet to the Southeasterly boundary of that certain 0.727 acre tract of land described in Final Rule in Condemnation dated April 27, 1925, recorded May 5, 1925 in Book 3904, Page 336;

thence Northeasterly, along the curves and tangents of said Southeasterly boundary of said 0.727 acre tract, 190 feet, more or less to the Southerly corner of that certain 30611 square foot parcel of land described as Parcel No. 1 in deed dated July 22, 1927 from Union Pacific Railroad Company to Chicago, Burlington & Quincy Railroad Company, recorded March 17, 1931 in Book 4458, Page 465;

thence Northeasterly, along the Easterly boundary of said 30611 square foot parcel, being along various curves to the left, 920 feet, more or less to the Southeasterly corner of that certain 8470 square foot parcel of land described in deed dated February 17, 1931 from Union Pacific Railroad Company to Chicago, Burlington & Quincy Railroad Company, recorded March 17, 1931 in Book 4458, Page 462, said point being a point on the North line of Block 15, of Garden Addition to the City of Denver, distant 49.82 feet Easterly of the Northwest corner of said Block 15, as measured along said North line;

thence Northerly, along the easterly boundary of said 1961 square foot parcel, being along a curve to the left, to a point on the South line of Block 10 of said Garden Addition to the City of Denver distant Easterly 48.06 feet from the Southwest corner of said Block 10, as measured along said South line, said point also being the Southeasterly corner of that certain 8470 square foot parcel of land described as Parcel No. 2 in said deed recorded in Book 4458, Page 465;

thence Northerly, along the curves and tangents of the Easterly boundary of said 8470 square foot parcel, 250 feet, more or less to a point in the North line of said Block 10 of Garden Addition to the City of Denver, said point being distant 16.46 feet Easterly of the Northwest Corner of said Block 10 as measured along said North Line of Block 10;

thence, along a straight line Northerly, to the Southeasterly corner of that certain 328 square foot parcel of land described as Parcel No. 3 in said deed recorded in Book 4458, Page 465, said point being in the South line of Block 9 of said Garden Addition to the City of Denver distant 11.5 feet Easterly from the Southwest corner of said Block 9 as measured along said South line of Block 9;

thence continuing Northerly along the Easterly boundary of said 328 square foot parcel, 58.22 feet to a point on the West line of said Block 9, distant Northerly 57 feet from the Southwest corner thereof, said point also being a point on the East line of Delaware Street;

thence Northerly, along said East line of Delaware Street, to a line parallel with and distant 10.0 feet Westerly from, measured at right angles and/or radially to said Railway Company's most westerly Main Track centerline, designated in the records of said Railway Company as the New Main North Lead, as now located and constructed;
thence Southwesterly, along last said parallel line to the East line of Block 3 of said Garden Addition to Denver;

thence Northerly, along said East line of Block 3 and its Northerly prolongation, to the centerline of the Official Channel of the South Platte River, as described in Ordinance No. 25, Series 1894;

thence Southwesterly, along said centerline of the Official Channel of the South Platte River, to the Southeast corner of that certain tract of land described first in deed dated March 1, 1890 from The Denargo Land Company to The Denver, Utah and Pacific Rail Road Company, recorded July 7, 1890 in Book 607, Page 230;

thence Northerly, along the Easterly boundary of said tract described in deed dated March 1, 1890, to the Southeasterly line of that certain parcel of land described as Parcel 6 in correction deed dated August 23, 1991 from Burlington Northern Railroad Company to Glacier Park Company, recorded September 11, 1991 at Reception No. 910087020, said Southeasterly line being the Northwest line of said Official Channel of the South Platte River;

thence along the boundary of said parcel described as Parcel 6 the following four (4) courses: 1) Southwesterly, along said Northwest line of the Official Channel of the South Platte River, being a line tangent with the following described curve, a distance of 127 feet, more or less;

thence 2) continuing, along said Northwest line of the Official Channel of the South Platte River, Southwesterly, being along the arc of a curve to the right, tangent to the preceding course, having a central angle of $11^\circ53'37"$, a radius of 520.53 feet, and an arc distance of 108.05 feet;

thence 3) along the arc of a curve to the right, having a central angle of $3^\circ30'47"$, a radius of 744.49, and an arc distance of 45.65 feet, to a line parallel with and distant 74.96 feet Easterly from, measured at right angles to the West line of said Section 27;

thence 4) Northerly, along last said parallel line 611.99 feet to the Southerly line of that certain 4.377 acre parcel of land described in correction deed dated August 23, 1991 from Burlington Northern Railroad Company to Glacier Park Company, recorded September 11, 1991 at Reception No. 910087021;

thence Westerly, along said Southerly line to the West line of said Section 27;

thence Southerly, along said West line of Section 27, to the Point of Beginning.

Together with that certain parcel of land described in easement deed dated February 2, 1994 from Union Pacific Railroad Company to Burlington Northern Railroad Company, recorded May 26, 1994 at Reception No. 9400088580;

LESS AND EXCEPT THOSE PORTIONS THEREOF LYING IN UNVACATED DELAWARE AND FOX STREETS AND WEST MONCRIEFF PLACE.

Tract 2

That portion of the NW1/4 of the NW1/4 of Section 27, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, lying Easterly of the West line of said Section 27, Northerly of the North line of that certain 4.377 acre parcel of land described in Exhibit "A" in correction deed dated August 23, 1991 from Burlington Northern Railroad Company to Glacier Park Company, recorded September 11, 1991 at Reception No. 910087021, and Southwesterly of the Southwesterly boundary of that certain 8.314 acre parcel of land described in parcel R-3, in deed dated May 13, 1948 from Chicago, Burlington & Quincy Railroad Company to City and County of Denver, recorded May 14, 1948 in Book 6388, Page 109 at Reception No. 506583,
said Southwesterly boundary being described as follows:

Beginning at a point on the West line of Fox Street, in the City and County of Denver, distant 127.99 feet Northerly of the South line of said NW1/4 of the NW1/4 of Section 27, said point being the Southeast corner of said 8.314 acre parcel; thence North 84°12' West (bearings based on said deed dated May 13, 1948), 52.95 feet; thence Westerly, and Northwesterly along a curve concave Northeasterly, having a central angle of 67°30', a radius of 604.8 feet, a chord bearing of North 50°27' West, 672.02 feet, and an arc distance of 712.51 feet; thence North 16°42' West, tangent to said curve, 19.56 feet, more or less to the West line of said Section 27, and the terminus of the line herein described.

Tract 3

A tract of land in the NW1/4 of the NW1/4 of Section 27, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, being that portion of that certain tract of land described first in deed dated March 1, 1890 from The Denargo Land Company to The Denver, Utah and Pacific Rail Road Company, recorded July 7, 1890 in Book 607, Page 230, described as follows:

Beginning at a point on the West line of said NW1/4 of the NW1/4 of Section 27, distant 539.1 feet South of the Northwest corner of said NW1/4 of the NW1/4 of Section 27, as measured along said West line, said point being the most Westerly Northwest corner of that certain 8.314 acre parcel of land described in parcel R-3, in deed dated May 13, 1948 from Chicago, Burlington & Quincy Railroad Company to City and County of Denver, recorded May 14, 1948 in Book 6388, Page 109 at Reception No. 506583;

thence North 63°17' East, along the boundary of said 8.314 acre tract 56.0 feet to the Easterly line of said tract described first in deed dated March 1, 1890;

thence Northerly, along said Easterly line to the North line of said NW1/4 of the NW1/4 of Section 27;

thence Westerly, along said North line, 50 feet, more or less to said West line of the NW1/4 of the NW1/4 of Section 27;

thence Southerly, along said Westerly line, 539.1 feet to the Point of Beginning.

Tract 4

That portion of said Railway Company's property lying in the NE1/4 of Section 28, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, described as follows:

Beginning at the East quarter corner of said Section 28;

thence Westerly, along the East-West centerline of said Section 28, to the Easterly boundary of that certain parcel of land entitled South Platte River Parcel and described in deed dated December 22, 1987 from Burlington Northern Railroad Company to The Denver and Rio Grande Western Railroad Company, recorded February 29, 1988 at Reception No. 00240549;

thence Northerly, along said Easterly boundary to the Northerly line of the Official Channel of the South Platte River, as established by Ordinance 25, Series of '89;

thence Easterly along said Northerly line to the Southeasterly corner of that certain 0.403 acre parcel of land described as Parcel 18B in deed dated March 28, 1991 from Burlington Northern Railroad Company to Glacier Park Company, recorded April 8, 1991 at Reception No. 910028784;
thence Northerly, along the Easterly boundary of said 0.403 acre parcel, 543.45 feet to the Northeasterly corner of said 0.403 acre parcel;

thence Westerly, along the Northerly boundary of said 0.403 acre parcel to the Easterly boundary of that certain parcel of land described as Parcel 18A in the above-referenced December 22, 1987 deed from Burlington Northern Railroad Company to The Denver and Rio Grande Western Railroad Company;

thence along the boundary of said parcel described as Parcel 18A the following nine (9) courses: 1) North 21°28'55" East (bearings based on said deed dated December 22, 1987), to the beginning of a curve;

thence 2) along a curve to the left, tangent to the preceding course, having a central angle of 15°40'09", a radius of 1298.57 feet, a chord bearing of North 13°38'50" East, 354.03 feet and an arc distance of 355.13 feet;

thence 3) North 0°08'04" East, 432.29 feet;

thence 4) South 89°52'09" East, 15.25 feet to a non-tangent curve;

thence 5) along the arc of a curve to the right, having a central angle of 2°06'29", a radius of 2319.06 feet, a chord bearing of North 5°26'31" West, 85.32 feet, and an arc distance of 85.32 feet;

thence 6) North 4°23'17" West, 9.61 feet;

thence 7) along the arc of a curve to the right, tangent to the preceding course, having a central angle of 2°33'46", a radius of 4992.50 feet, a chord bearing of North 3°06'24" West, 223.29 feet, and an arc distance of 223.31 feet;

thence 8) along a curve to the right, tangent to the preceding curve, having a central angle of 2°07'34", a radius of 7492.50 feet, a chord bearing of North 0°45'44" West, 278.01 feet, and an arc distance of 278.03 feet;

thence 9) North 89°58'07" West, 0.60 feet to a line parallel with and distant 150.0 feet Westerly from, measured at right angles to the East line of said NE1/4 of Section 28;

thence Northerly, along said parallel line to the North line of said NE1/4 of Section 28;

thence Easterly, along said North line, 150 feet, more or less to said East line of NE1/4 of Section 28;

thence Southerly, along said East line of NE1/4 of Section 28, to the Point of Beginning.

Tract 5

That portion of said Railway Company's property in the E1/2 of the SE1/4 of Section 21, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, lying Easterly of a line parallel with and distant 150.0 feet Westerly from, measured at right angles to the East line of said E1/2 of the SE1/4 of Section 21, bounded on the North and South by the respective North and South lines of said E1/2 of the SE1/4 of Section 21.

Tract 6

A tract of land in the SW1/4 of Section 22, Township 3 South, Range 68 West, 6th P.M., City and
County of Denver, Colorado, being that portion of that certain tract of land described first in deed dated March 1, 1890 from The Denargo Land Company to The Denver, Utah and Pacific Rail Road Company, recorded July 7, 1890 in Book 607, Page 230, lying North of the South line of said SW1/4 of Section 22, and lying Southerly of the South line of that certain tract of land described in deed dated December 23, 1896 from Burlington Northern Railroad Company to The Denver Post Corporation, recorded January 30, 1987 at Reception No. 00085084, said South line being the centerline of vacated W. 43rd Avenue, vacated by Ordinance No. 30, Series of 1943.

Together with that portion of that certain tract of land described in deed dated May 2, 1893 from The Denargo Land Company to The Union Pacific, Denver and Gulf Railway Company, recorded May 12, 1893 in Book 847, Page 273, lying Southerly of the South line of said tract of land described in the above-referenced December 23, 1896 deed from Burlington Northern Railroad Company to The Denver Post Corporation, said South line being the centerline of vacated W. 43rd Avenue, vacated by Ordinance No. 30, Series of 1943.

Tract 7

That portion of said Railway Company's property in the E1/2 of the NE1/4 of Section 21, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, lying Easterly of a line parallel with and distant 200.0 feet Westerly from, measured at right angles to the East line of said E1/2 of the NE1/4 of Section 21, bounded on the North and South by the respective North and South lines of said E1/2 of the NE1/4 of Section 21.

Tract 8

That portion of said Railway Company's property in the NW1/4 of the NW1/4 of Section 22, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, described as follows:

Commencing at the Northwest corner of said Section 22;

thence Easterly, along the North line of said Section 22, 481.93 feet to the Northwesterly corner of that certain 4.39 acre parcel of land described in deed dated May 15, 1981 from The Colorado and Southern Railway Company to Mile High Development, Ltd., recorded August 20, 1981 in Book 2436, Page 304 at Reception No. 078985, said point being the Point of Beginning for the tract herein described;

thence Southwesterly, along the Northwesterly boundary of said 4.39 acre parcel, being along the arc of a curve, concave Southeasterly, having a radius of 630.0 feet, an arc distance of 683.57 feet to the Southwesterly corner of said 4.39 acre parcel;

thence Westerly, along the Westerly prolongation of the Southerly boundary of said 4.39 acre parcel 35 feet, more or less to the West line of said Section 22;

thence Northerly, along said West line, 100 feet, more or less, to the Southwesterly corner of that certain 57,815 square foot tract of land described in deed dated January 19, 1961 from The Colorado and Southern Railway Company to Roger J. Joyal, recorded January 31, 1961 in Book 8626, Page 518 at Reception No. 51655, said Southwesterly corner being distant South 376 feet from said Northwest corner of Section 22, as measured along said West line of Section 22;

thence along the Southerly and Southeasterly boundaries of said 57,815 square foot tract the following two (2) courses: 1) Easterly 24.3 feet;

thence 2) Northeasterly, along the arc of a curve, concave Southeasterly, having a radius of 675.45 feet, an arc distance of 352.83 feet to the most Southerly Southwest corner of that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa
Fe Railway Company to ANT PROPERTIES, LLC, recorded March 18, 1999, at Reception No. 9900048752 (hereinafter referred to as "ANT Tract");

thence Northeasterly, along the Southerly boundary of said ANT Tract to the Southeast corner of said ANT Tract;

thence Northerly, along the East line of said ANT Tract to said North line of Section 22;

thence Easterly, along said North line to the Point of Beginning.

Together with that portion of said Railway Company's property in the NW 1/4 of the NW 1/4 of said Section 22, described as follows:

Beginning at the Northwesterly corner of that certain parcel of land described as Parcel 1 in deed dated January 3, 1949 from The Colorado and Southern Railway Company to City and County of Denver, recorded January 19, 1949 in Book 6495, Page 376 at Reception No. 604668;

thence Westerly, along the Westerly prolongation of the Northerly line of said Parcel 1, a distance of 35 feet, more or less to the West line of said Section 22;

thence Southerly, along said West line of Section 22, to the Northwesterly corner of that certain 2.42 acre parcel of land described in deed dated June 17, 1968 from The Colorado and Southern Railway Company to The Denver Brick and Pipe Company, recorded July 31, 1968 in Book 9910, Page 220 at Reception No. 19091;

thence Easterly, along the Northerly boundary of said 2.42 acre parcel, 17 feet, more or less to the most Westerly Southwesterly corner of said Parcel 1;

thence, along the Westerly boundary of said Parcel 1 the following two (2) courses; 1) Northerly, along a line parallel with and distant 15 feet Easterly from, measured at right angles to said West line of Section 22, a distance of 211.39 feet, more or less;

thence 2) North 19°43' East, 79 feet (bearing based on said deed dated January 3, 1949) to the Point of Beginning.

Tract 9

That portion of said Railway Company's property in the SE 1/4 of Section 16, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, lying Easterly of a line parallel with and distant 200.0 feet Westerly from, measured at right angles to the East line of said SE 1/4 of Section 16, bounded on the South by the South line of said SE 1/4 of Section 16, and bounded on the North by the North line of said SE 1/4 of Section 16, said North line being a line common to said Denver County, and Adams County, Colorado.

Tract 10

The Westerly 66 feet of Tracts 2, 3 and 4, Burlington Industrial Park No. 1, being a subdivision of a part of the SW 1/4, Section 15, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, more particularly described as follows:

Beginning at the Northwest corner of said Tract 2; thence Easterly, along the North line of said Tract 2, a distance of 66.00 feet; thence South and parallel to the West line of said Tracts 2, 3, and 4, a distance of 772.66 feet to the South line of said Tract 4; thence Westerly, 66.00 feet to the Southwest corner of said Tract 4; thence North along the West line of said Tracts 2, 3, and 4, a distance of 772.46 feet to the Point of Beginning.
Tract 11

Tract 5 and 5A of Burlington Industrial Park No. 1, being a subdivision of a part of the SW1/4, Section 15, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado.

Tract 12

That portion of said Railway Company's property in the SW1/4 of Section 15, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, bounded as follows: On the West by the West line of said SW1/4 of Section 15; On the South by the North line of Tract 2 of Burlington Industrial Park No. 1; On the East by a line parallel with and distant 66.0 feet Easterly from, measured at right angles to said West line of the SW1/4 of Section 15, and on the North by the North line of said SW1/4 of Section 15, said North line being a line common to said Denver County, and Adams County, Colorado.

(ADAMS COUNTY)

Tract 13

That certain parcel of land described fourth in deed dated March 19, 1996 from BN Leasing Corporation to The Atchison, Topeka and Santa Fe Railway Company, recorded June 6, 1996, as Reception No. C0182215 in Book 4766, Page 427, records of Adams County, Colorado, said parcel being described in said deed for reference as follows:

"A portion of Lot 1, Volney Felt Mill Subdivision, Adams County, Colorado, being more particularly described as follows:

"Beginning at the West quarter corner of Section 15, Township 3 South, Range 68 West of the 6th P.M., said West quarter corner also being the Southwest corner of said Lot 1; thence, along the West line of said Section 15, North 00°00'00" East, 1,322.07 feet to the Northwest corner of said Lot 1; thence along the North line of said Lot 1 North 89°30'00" East, 66.0 feet to a point; thence South and parallel to said section line South 00°00'00" West, 1,332.08 feet to a point on the South line of said Lot 1; thence along said South line South 89°21'09" West, 66.0 feet to the Point of Beginning.""

Tract 14

Lots 1 and 2, Block 1, Larsen Subdivision Filing No. One, Adams County, Colorado.

Tract 15

Lots 2, 3, 4 and 8, Block 1, of Burlington Northern Shop Industrial Park One, a part of the NW1/4 of Section 15, Township 3 South, Range 68 West, 6th P.M., Adams County Colorado:

Tract 16

That portion of said Railway Company's property in the NW1/4 of Section 15, Township 3 South, Range 68 West, 6th P.M., Adams County Colorado, described as follows:

Beginning at the Northeasterly corner of Lot 4, Block 1, of Burlington Northern Shop Industrial Park One; thence Easterly, along the Southerly lines of Lots 1 and 3 of said Block 1, a distance of 139.48 feet to the Southeasterly corner of said Lot 1, said point being the Southwesterly corner of that certain parcel of land described in deed dated August 12, 1971 from Burlington Northern Inc. to Montgomery Ward Development Corporation; thence continuing Easterly along the Southerly line of said parcel conveyed to Montgomery Ward Development Corporation to the Northerly line
of that certain parcel of land described in deed from Chicago, Burlington & Quincy Railroad Company to Western Wood Preserving, Inc., recorded in Book 396, Page 261, records of said Adams County; thence Westerly, along said Northerly line to the Easterly corner of that certain 0.859 acre parcel of land described in deed dated June 12, 1968 from Chicago, Burlington & Quincy Railroad Company to Western Wood Preserving, Inc.; thence Westerly, along the Northerly boundary of said 0.859 acre parcel to the Southeasterly corner of said Lot 4, Block 1; thence Northerly, along the Easterly line of said Lot 4, a distance of 60.0 feet to the Point of Beginning.

Tract 17

That portion of said Railway Company's property in the NE1/4 of Section 16, Township 3 South, Range 68 West, 6th P.M., City and County of Denver, Colorado, being that portion of that certain tract of land described in deed dated March 5, 1881 from State of Colorado to The Denver Western and Pacific Railway Company, recorded March 28, 1881 in Book 134, Page 181, records of Adams County, Colorado, described as follows:

Beginning at the Northeast corner of said Section 16; thence Westerly, along the North line of said NE1/4 of Section 16, a distance of 300 feet; thence South 7°11' East (bearing based on said deed), 800 feet to a line parallel with and distant 200.0 feet Westerly from, measured at right angles to the East line of said NE1/4 of Section 16; thence Southerly, along said parallel line to the South line of said NE1/4 of Section 16; thence Easterly, along said South line, 200 feet to said East line of the NE1/4 of Section 16; thence Northerly, along said East line to the Point of Beginning.

Tract 18

That certain Railroad Easement Reservation lying in the SE1/4SE1/4 of Section 9, Township 3 South, Range 68 West, 6th P.M., Adams County Colorado, described as Parcel No. 2 in Quitclaim Deed dated October 30, 1969 from Chicago, Burlington & Quincy Railroad Company to Broderick Wood Products Co., said Easement Reservation being described in said deed for reference as follows:

"A tract of land 40 feet wide being 20 feet on each side of the presently located Chicago, Burlington & Quincy Railroad Company's side track designated No. 19 as it crosses the Southwest corner of the herein conveyed premises in a Northwesterly-Southeasterly direction."

Tract 19

That portion of said Railway Company's former Colorado and Southern Railway Company 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's Main Track centerline, as originally located and constructed, upon, over and across Section 9, the SW1/4SW1/4 of Section 4, Section 5, and the NE1/4 of Section 6, all in Township 3 South, Range 68 West, 6th P.M., Adams County, Colorado bounded Southerly by the South line of said Section 9, and bounded Northerly by the North line of said Section 6.

Tract 20

That certain 4.96 acre tract of land lying and being in the County of Adams (formerly a part of Arapahoe County), State of Colorado, conveyed to The Colorado and Southern Railway Company in deed dated February 24, 1904 between The Denver, Northwestern and Pacific Railway Company and The Colorado and Southern Railway Company, recorded July 13, 1904 in Book 16, Page 186, records of Adams County Colorado, said tract being described in said deed for reference as follows:

"Commencing at a point on the southwest boundary line of the right of way of The Colorado and
Southern Railway, opposite Station 204+13, of what is known as the Boulder Branch of said Railway; thence northwesterly and curving to the left along the said southwest boundary line, 1592 feet, more or less, to a point opposite Station 220+05, of The Colorado and Southern Railway, said point being also on the northerly boundary line of the property now owned by The Denver, Northwestern and Pacific Railway Company, in the southeast quarter (S.E.1/4) of Section Nine (9), Township Three (3), South Range Sixty-eight (68) West of the 6th Principal Meridian; thence South 89°30' West, a distance of 180 feet; thence North 87°25' West, a distance of 118 feet; thence South 58°45' East, a distance of 1010 feet; thence South 53°45' East, a distance of 770 feet, more or less; being a portion of the Southeast quarter (S.E.1/4) of Section Nine (9), Township Three (3), South Range Sixty-eight (68) West of the 6th Principal Meridian;" 

Tract 21

That certain 2 1/4 acre strip of land described in deed dated October 28, 1908 from The Continental Trust Company to The Colorado & Southern Railway Company, recorded November 2, 1908 in Book 33, Page 478, records of said county, said 2 1/4 acre strip being described in said deed for reference as follows:

"A strip of land Fifty (50) feet in width in the East half of Section Five (5), Township Three (3) South, Range Sixty-eight (68) West, more particularly described as follows:

"Beginning at a point on the Northeast line of the right of way of The Colorado & Southern Railway Company, formerly The Denver Marshall & Boulder Railway Company, where it intersects the east line of the County Road on the north and south center line of said Section Five (5); thence southeasterly along the said Northeast line of right of way One Thousand Nine Hundred and Forty (1940) feet; thence at right angles Northeasterly Fifty (50) feet; thence at right angles Northwesterly and parallel with said line of right of way One Thousand Nine Hundred and Sixty (1960) feet, more or less, to the east line of said County Road; thence Southerly along said line Fifty-four (54) feet to the place of beginning, containing Two and one quarter (2 1/4 ) acres, more or less."

EXCEPTING THEREFROM, that portion of said 2 1/4 acre strip described as follows:

The Northeasterly 34.0 feet of The BNSF Railway Company's (formerly Colorado & Southern Railway Company) 150.0 foot wide right of way, being 100.0 feet wide on the Northeasterly side and 50.0 feet wide on the Southwesterly side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across the W1/2E1/4 of Section 5, Township 3 South, Range 68 West of the 6th P. M., Adams County, Colorado, bounded on the West by the East line of Federal Boulevard (U. S. Highway No. 287), and bounded on the Southeast by a line drawn at right angles to said Main Track centerline at a point distant 600.0 feet Southeasterly from the centerline of said Federal Boulevard (U. S. Highway No. 287), as measured along said Main Track centerline.

Tract 22

The Northeasterly 30.0 feet of BNSF Railway Company's (formerly The Colorado & Southern Railway Company) 130.0 foot wide property, being 80.0 feet on the Northeasterly side and 50.0 feet wide on the Southwesterly side of said Railway Company's Main Track centerline, as originally located and constructed, upon over and across the NW1/4NW1/4 of Section 5, Township 3 South, Range 68 West, 6th P.M., Adams County, Colorado, lying between two lines drawn parallel with and distant respectively 50.0 and 80.0 feet Northeasterly, as measured at right angles from said Main Track centerline, bounded Southerly by the South line of said NW1/4NW1/4 of Section 5, and bounded Westerly by the West line of said NW1/4NW1/4 of Section 5.
Tract 23

The Northeasterly 30.0 feet of BNSF Railway Company's (formerly The Colorado & Southern Railway Company) 160.0 foot wide property, being 80.0 feet on the Northeasterly side and 80.0 feet wide on the Southwesterly side of said Railway Company's Main Track centerline, as originally located and constructed, upon over and across the NE1/4 of Section 6, Township 3 South, Range 68 West, 6th P.M., Adams County, Colorado, lying between two lines drawn parallel with and distant respectively 50.0 and 80.0 feet Northeasterly, as measured at right angles from said Main Track centerline, bounded Easterly by the west line of the County road on the East boundary of said Section 6, as said west line is described in deed dated October 28, 1908 from The Continental Trust Company to The Colorado & Southern Railway Company, and bounded Northerly by the south line of the County road on the North boundary of said Section 6, as said south line is described in deed dated April 21, 1908 from The Great Western Sugar Company to The Colorado and Southern Railway Company.

Tract 24

The Southwesterly 30.0 feet of BNSF Railway Company's (formerly The Colorado & Southern Railway Company) 160.0 foot wide property, being 80.0 feet on the Northeasterly side and 80.0 feet wide on the Southwesterly side of said Railway Company's Main Track centerline, as originally located and constructed, upon over and across the NE1/4 of Section 6, Township 3 South, Range 68 West, 6th P.M., Adams County, Colorado, lying between two lines drawn parallel with and distant respectively 50.0 and 80.0 feet Southwesterly, as measured at right angles from said Main Track centerline, bounded Easterly by the west line of the County road on the East boundary of said Section 6, as said west line is described in deed dated October 28, 1908 from The Continental Trust Company to The Colorado & Southern Railway Company, and bounded Northerly by the south line of the County road on the North boundary of said Section 6, as said south line is described in deed dated October 28, 1908 from T. S. McMurray to The Colorado and Southern Railway Company.

Tract 25

Those portions of Lots 7 and 8, Block 40, Harris Park Addition to the City of Westminster, Adams County, Colorado, lying between two lines drawn parallel with and distant respectively 50.0 and 93.0 feet Northeasterly, as measured at right angles from the BNSF Railway Company's (formerly The Colorado and Southern Railway Company) Main Track centerline, as originally located and constructed.

Tract 26

That portion of said Railway Company's (formerly The Colorado and Southern Railway Company) 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's Main Track centerline, as originally located and constructed, upon, over and across the SE1/4 of Section 31, Township 2 South, Range 68 West, 6th P.M., Acams County, Colorado, bounded Southerly by the South line of said SE1/4 of Section 31, and bounded Westerly by the West line of Block 36, Harris Park Addition to the City of Westminster, and its Southerly prolongation.
COMMUTER RAIL PASSENGER TRANSPORTATION EASEMENT
(DUS Corridor)

This Commuter Rail Passenger Transportation Easement ("Easement") is entered into as of the ______ day of __________, ________ by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Grantor") and REGIONAL TRANSPORTATION DISTRICT, a _____________ ("Grantee").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged and under threat of condemnation Grantor hereby conveys quit-claims to Grantee subject to the terms hereof, an easement over the land located in the Counties of Denver and Adams, more particularly described in Exhibit A attached hereto (the "Land"), for the sole purpose of the construction, maintenance, repair, and replacement by RTD at RTD’s sole cost and expense of railroad track, ties, ballast, bridges, structures, signals, and associated improvements for the operation only of commuter rail passenger transportation (as currently defined in 49 U.S.C. Section 24102) using only FRA compliant equipment and the transportation of Rolling Stock in connection with such transportation or conveyance, all in accordance with and subject to the terms of the Joint Corridor Use Agreement (defined below) and Construction Agreement (defined below).

Grantee must operate trains and related equipment in a manner that (a) complies with the requirements of 49 C.F.R. Part 238, as such requirements may be amended or waived by the Federal Railroad Administration or any successor agencies (collectively, the "FRA"), and (b) uses only trains and other equipment that do not qualify as light rail operations (as determined by the FRA). Grantee shall not have the right hereunder to conduct freight operations or exercise any other common carrier freight rights. Grantor reserves for itself all common carrier rights and obligations attached to the Land and otherwise. Grantee’s rights hereunder are limited as set forth in the Joint Corridor Use Agreement and Construction Agreement so as not to materially interfere with Grantor’s freight operations or common carrier rights.

Grantor and Grantee have entered into that certain Joint Corridor Use Agreement dated as of March 31, 2010, concerning the operation and use of the Land (the "Joint Corridor Use Agreement") and that certain Relocation and Construction dated as of March 31, 2010, concerning the construction and relocation of certain improvements on the Land (the "Construction Agreement"). The terms and conditions of the Joint Corridor Use Agreement and Construction Agreement are incorporated herein as if fully set forth in this instrument, shall run with the land as restrictions encumbering the Land and be binding upon and inure to the benefit of Grantor’s and Grantee’s successors and assigns and which terms shall be in full force and effect for purposes of this Easement even if the Joint Corridor Use Agreement or Construction Agreement are, for whatever reason, no longer in effect, unless otherwise agreed by the parties in a document signed by both parties and recorded in the real estate records for the Counties of Denver and Adams, State of Colorado.
IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Easement as of the date and year first above written.

BNSF RAILWAY COMPANY

By ____________________________
Its

REGIONAL TRANSPORTATION DISTRICT
Approved as to legal form

By ____________________________
Marla Lien
Its General Counsel

REGIONAL TRANSPORTATION DISTRICT

By ____________________________
Phillip A. Washington
Its General Manager
PURCHASE AND SALE AGREEMENT
EXHIBIT H-1

Description of Gold Corridor East Portion

That portion of BNSF Railway Company's (formerly The Colorado & Southern Railway Company) Arvada (MP 6.3) to Mount Olivet (MP 10.83), Colorado, Branch Line right of way, varying in width on each side of said Railway Company's Main Track centerline, Jefferson County, Colorado, described as follows:

Parcel 1

That portion of said Railway Company's 66.0 foot wide Branch Line right of way, being 33.0 feet wide on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SE1/4 of Section 12, Township 3 South, Range 69 West of the 6th P. M., bounded easterly by a line drawn at right angles to said Main Track centerline at a point 631 feet westerly from the East line of said Section 12, as measured along said Main Track centerline, being at MP 6.3, and bounded westerly by the West line of said SE1/4 of Section 12.

Parcel 2

That portion of said Railway Company's 50.0 foot wide Branch Line right of way, being 25.0 feet wide on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SE1/4SW1/4 of Section 12, Township 3 South, Range 69 West of the 6th P. M., bounded easterly by the East line of said SE1/4SW1/4 of Section 12, and bounded westerly by the West line of said SE1/4SW1/4 of Section 12.

Parcel 3

That portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SW1/4SW1/4 of Section 12, the SE1/4 and the SE1/4SW1/4 of Section 11, and the NW1/4 of Section 14, all in Township 3 South, Range 69 West of the 6th P. M., bounded easterly by the East line of said SW1/4SW1/4 of Section 12, and bounded westerly by the West line of said NW1/4 of Section 14, EXCEPTING THEREFROM, a tract of land in the Southwest quarter of the Southeast quarter of Section 11, Township 3 South, Range 69 West of the Sixth Principal Meridian, City of Arvada, County of Jefferson, State of Colorado, being that portion of that certain tract of land condemned in District Court, Jefferson County, State of Colorado by Civil Action No. 97 CV 1531, Division 7, Arvada Urban Renewal Authority v. Burlington Northern Railroad Company et al., which lies between lines parallel with and distant respectively 25.0 feet and 50.0 feet northwesterly from, measured at right angles and/or radially to said Railway Company's Main Track centerline as now located and constructed, bounded easterly by the West line of said Vance Street, and bounded westerly by the East line of Olde Wadsworth Boulevard, in the City Arvada, Colorado;

ALSO EXCEPTING THEREFROM, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC, recorded April 28, 1999 as Reception Number F0855497, records of said Jefferson County, said tract being described in said deed for reference as follows:

"The Southeasterly 35.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly The Colorado & Southern Railway Company) 100.0 foot wide Golden, Colorado Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across the SW1/4SE1/4 of Section 11, Township 3 South, Range 69 West of the 6th P. M., Jefferson County, Colorado, lying between two lines drawn parallel with and distant, respectively, 15.0 feet and 50.0 feet Southeasterly, as measured at right angles from said Main Track centerline, bounded on the West by the West line of said SW1/4SE1/4, and bounded on the Northeast by a line drawn at right angles to said Main Track centerline at a point distant 360.0 feet Northeasterly from the West line of said SW1/4SE1/4, as measured along said Main Track centerline."

Parcel 4
That certain Easement reserved in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC, recorded April 28, 1999 as Reception Number F0855497, records of said Jefferson County, described as follows: That portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across the SW¼SE¼ of Section 11, Township 3 South, Range 69 West of the 6th P. M., Jefferson County, Colorado, lying between two lines drawn parallel with and distant, respectively, 15.0 feet and 25.0 feet Southeasterly, as measured at right angles from said Main Track centerline, bounded on the West by the West line of said SW¼SE¼, and bounded on the Northeast by a line drawn at right angles to said Main Track centerline at a point distant 360.0 feet Northeasterly from the West line of said SW¼SE¼, as measured along said Main Track centerline.

Parcel 5

That portion of said Railway Company’s 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline, as originally located and constructed, upon, over and across the N½ of Section 15, Section 16, and the SE¼ of Section 17, all in Township 3 South, Range 69 West of the 6th P. M., bounded easterly by the East line of said N½ of Section 15, and bounded westerly by the West line of said SE¼ of Section 17, being at or near the centerline of Ward Road.
EXHIBIT H-2

Description of Gold Corridor West Portion

That portion of BNSF Railway Company’s (formerly The Colorado & Southern Railway Company) Mount Olivet (MP 10.83) to Golden (MP 15.85), Colorado, Branch Line right of way, varying in width on each side of said Railway Company’s Main Track centerline, Jefferson County, Colorado, described as follows:

Parcel 1

That portion of said Railway Company’s 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SW¼ of Section 17, the SE¼SE¼ Section 18, and the N½ of Section 19, all in Township 3 South, Range 69 West of the 6th P. M., bounded easterly by the East line of said SW¼ of Section 17, being at or near the centerline of Ward Road, and bounded westerly by the West line of said N½ of Section 19, EXCEPTING THEREFROM, those certain parcels “A” through “F”, described in deed dated November 21, 1973 from The Colorado and Southern Railway Company to Mount Olivet Cemetery Association, said parcel’s being described in said deed for reference as follows:

"Parcel A:

"A strip of land, 25.00 feet in width, located in the N 1/2 NE 1/4 of Section 19, Township 3 South, Range 69 West of the 6th P. M., more particularly described as follows:

"Commencing at the North Quarter corner of said Section 19, thence North 89°26'15" East along the North line of said Section 19, 1822.61 feet to a point which is 50.00 feet North of, when measured at right angles to the centerline of The Colorado and Southern Railway Company’s track as now located, and which point is the True Point of Beginning: thence continuing North 89°26'15" East, 74.94 feet to a point that is 25.00 feet North of, when measured at right angles to said centerline of track; thence South 69°57' West, parallel with and 25.00 feet North of said centerline of track, 2017.84 feet to a point on the West line of said Section 19, whence the North Quarter corner of said Section 19 bears North 0°10' West, 673.15 feet; thence North 0°10' West, along said West line of Section 19, 26.58 feet to a point; thence North 69°57' East, parallel with and 50.00 feet North of said centerline of track, 1938.15 feet, more or less to the True Point of Beginning;...

"Parcel B

"A strip of land, 25.00 feet in width, located in the SE 1/4 SE 1/4 of Section 18, Township 3 South, Range 69 West of the 6th P. M., more particularly described as follows:

"Commencing at the Southeast corner of said Section 18, thence North 0°23'15" West along the East line of said Section 18, 266.19 feet to a point that is 25.00 feet North of, when measured at right angles to the centerline of The Colorado and Southern Railway Company’s track as now located, and which point is the True Point of Beginning: thence continuing North 0°23'15" West, 26.55 feet to a point that is 50.00 feet North of when measured at right angles to the said centerline of track; thence South 69°57' West, along a line which is 50.00 feet North of and parallel with said centerline of track, a distance of 877.53 feet to a point on the South line of said Section 18, whence the Southeast corner of said Section 18 bears North 89°26'15" East, 826.34 feet; thence North 89°26'15" East, 74.94 feet to a point that is 25.00 feet North of said centerline of track when measured at right angles thereto; thence North 69°57' East, along a line parallel with and 25.00 feet Northernly of said centerline of track a distance of 797.95 feet more or less to the True Point of Beginning;...

"Parcel C

"A strip of land, 25.00 feet in width, located in the S 1/2 SW 1/4 of Section 17, Township 3 South, Range 69 West of the 6th P. M., more particularly described as follows:
"Commencing at the Southwest corner of said Section 17; thence North 0°23'15" West along the West line of said Section 17, 266.19 feet to a point which is 25.00 feet Northerly of, when measured at right angles to the centerline of The Colorado and Southern Railway Company's track as now located, and which point is the True Point of Beginning; thence continuing North 0°23'15" West, 26.55 feet to a point that is 50.00 feet North of, when measured at right angles to the said centerline of track; thence North 69°57' East parallel with and 50.00 feet North of said centerline of track, 1554.89 feet to a point; thence South 20°03' East 25.00 feet to a point that is 25.00 feet North of said centerline of track; thence South 69°57' West along a line that is parallel with and 25 feet South of said centerline of track, 1563.83 feet to the True Point of Beginning;...

"Parcel D

“A strip of land, 25.00 feet in width, located in the N 1/2 NE 1/4 of Section 19, Township 3 South, Range 69 West of the 6th P. M., more particularly described as follows:

“Commencing at the North Quarter corner of said Section 19, thence North 89°26'15" East along the North line of said Section 19, 2047.43 feet to a point that is 25.00 feet South of, when measured at right angles to the centerline of The Colorado and Southern Railway Company's track as now located, which point is the True Point of Beginning; thence South 69°57' West parallel with and 25.00 feet South of said centerline of track, 1678.47 feet to a point; thence South 64°44'22" West, 111.31 feet to the point of curve; thence 86.87 feet along the arc of said curve to the left having a radius of 521.44 feet and a central angle 9°33'30" and whose long chord is 86.80 feet and bears South 59°57'37" West to a point which is 50.00 feet South of said centerline of track when measured at right angles thereto; thence North 69°57' East, parallel with and 50.00 feet South of said centerline of track, 1945.52 feet to a point on the North line of said Section 19; thence South 89°26'15" West 74.94 feet, more or less, to the point of beginning;...

"Parcel E

“A strip of land, 25.00 feet in width, located in the SE 1/4 SE 1/4 of Section 18, Township 3 South, Range 69 West of the 6th P. M., more particularly described as follows:

“Commencing at the Southeast corner of said Section 18; thence North 0°23'15" West along the East line of said Section 18, 186.54 feet to a point that is 50.00 feet South of, when measured at right angles to the centerline of The Colorado and Southern Railway Company's track as now located, which point is the True Point of Beginning; thence continuing North 0°23'15" West, 26.55 feet to a point that is 25.00 feet South of when measured at right angles to said centerline of track; thence South 69°57' West, along a line parallel with and 25.00 feet South of said centerline of track, 638.78 feet to a point on the South line of said Section 18, whence the Southeast corner of said Section 18 bears North 89°26'15" East, 601.52 feet; thence North 89°26'15" East, 74.94 feet to a point that is 50.00 feet South of, when measured at right angles to said centerline of track; thence North 69°57' East, along a line that is parallel with and 50.00 feet South of said centerline of track, 559.19 feet more or less, to the True Point of Beginning;...

"Parcel F

“A strip of land, 25.00 feet in width, located in the S 1/2 SW 1/4 of Section 17, Township 3 South, Range 69 West of the 6th P. M., more particularly described as follows:

“Commencing at the Southwest corner of said Section 17; thence North 0°23'15" West along the West line of said Section 17, 186.54 feet to a point that is 50.00 feet South of, when measured at right angles to the centerline of The Colorado and Southern Railway Company's track as now located, and which point is the True Point of Beginning; thence continuing North 0°23'15" West, 26.55 feet to a point that is 25.00 feet South of, when measured at right angles
to said centerline of track; thence North 69°57' East along a line that is parallel with and 25.00 feet South of said centerline of track, a distance of 1581.69 feet to a point; thence South 20°03' East 25.00 feet to a point; thence South 69°57' West, along a line parallel with and 50.00 feet South of said centerline of track, a distance of 1590.63 feet more or less, to the True Point of Beginning;..."

Parcel 2

That certain 2.704 acre tract of land described in deed dated November 21, 1973 from Mount Olivet Cemetery Association to The Colorado and Southern Railway Company recorded as Document No. 607398 in Book 2570, Page 836, records of said Jefferson County, said 2.704 acre tract being described in said deed for reference as follows:

"A tract of land located in the Northeast Quarter (NE ¼) of Section 19, Township Three South (T 3 S), Range Sixty-nine West (R 69 W) of the Sixth Principal Meridian, more particularly described as follows:

"Beginning at a point which is the intersection of the East Line of Eldridge Street and the Southerly right of way line of The Colorado and Southern Railway Company, said point being 20.0 feet East of and 745.68 feet South of the North Quarter corner of said Section 19 and which point is the true point of beginning:

"Thence N 69° 57' E along said Southerly right of way line 292.60 feet to a point on a curve whose radius is 521.44 feet and whose central angle is 64° 54' 37"; thence Southwesterly 503.76 feet along the arc of said curve whose sub-chord bears S 27° 30' 35.5" W, 484.40 feet to the point of tangent of said curve; thence S 0° 10' E along a line which is 50.0 feet Easterly of and parallel with the said East Line of Eldridge Street, a distance of 1,251.13 feet to the point of curve of a curve to the left whose radius is 1,121.22 feet and whose central angle is 9° 08'; thence Southeasterly 178.70 feet along the arc of said curve whose sub-chord bears S 4° 44' E, 178.54 feet to the point of tangent of said curve; thence S 9° 18' E, 98.03 feet to a point on the Northerly right of way line of West 44th Avenue; thence S 7° 10'30" W along said Northerly right of way line 82.44 feet to said East Line of Eldridge Street; thence N 0° 10' W along said East Line of Eldridge Street, 1,873.40 feet more or less, to the true point of beginning, containing 2.704 acres, more or less, and excepting rights of way or easements for existing ditches."

Parcel 3

All right, title and interest to that certain 25-foot wide strip of land described in easement deed from Golden Properties, Ltd. to Burlington Northern Railroad Company recorded as Reception No. F0036343, records of Jefferson County, Colorado, said 25-foot wide strip being described in said deed for reference as follows:

"A strip of land 25.00 feet in width located in the NW1/4 of the SE1/4 of Section 19, T3S, R69W of the 6th P.M., County of Jefferson, State of Colorado, extending from the Northerly line of that tract of land conveyed to State Department of Highways, Division of Highways, State of Colorado, as described in Special Warranty Deed recorded in Book 2177 at Page 367 of the records of Jefferson County, Colorado, Northerly to the Southerly line of that tract of land conveyed to Jefferson County as described in Warranty Deed recorded in Book 323 at Page 323 of the records of Jefferson County, Colorado, said strip of land being 12.50 feet on each side of the following described Centerline:

"Commencing at the Center of said Section 19, thence S00°08'41"E, 314.22 feet along the North-South Centerline of said Section 19 to the Northerly line of that tract of land as described in said Book 2177 at Page 367; thence S76°06'56"E, 108.16 feet along the Northerly line of that tract of land as described in said Book 2177 at Page 367 to the TRUE POINT OF BEGINNING;

"Thence N00"11'26"W, 119.91 feet to a point of curve to the left;

"Thence Northerly, 168.42 feet along the arc of said curve to a point tangent, said arc having a radius of 1037.00 feet, a central angle of 9°18'19" and being subtended by a chord that bears N04°50'36"W, 168.23 feet;

Thence N09°29'45"W, 31.44 feet to the Southerly line of that tract of land as described in said Book 323 at Page 323 and the POINT OF TERMINATION."
Parcel 4

That portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline, as originally located and constructed, upon, over and across Section 24, the S\(\frac{1}{2}\) of Section 23, the NW\(\frac{1}{4}\)NW\(\frac{1}{4}\) of Section 26, and the NE\(\frac{3}{4}\)NE\(\frac{1}{4}\) of Section 27, all in Township 3 South, Range 70 West of the 6th P. M., bounded easterly by the East line of said Section 24, and bounded westerly by the West line of said NE\(\frac{3}{4}\)NE\(\frac{1}{4}\) of Section 27.

Parcel 5

A tract of land in the NE\(\frac{1}{4}\)NE\(\frac{1}{4}\)NE\(\frac{1}{4}\) of Section 27, Township 3 South, Range 70 West of the 6th P. M., described as follows:

Beginning at the intersection of the said Railway Company's Main track centerline, as now located and constructed, with the west line of said NE\(\frac{1}{4}\)NE\(\frac{1}{4}\)NE\(\frac{1}{4}\) of Section 27; thence Northerly, along said west line, 27.10 feet, more or less, to a line parallel with and distant 25.0 feet northwesterly from, measured at right angles to said Main Track centerline, as now located and constructed; thence easterly, along said parallel line, to a line parallel with and distant 50.0 feet northwesterly from, measured at right angles and/or radially to said Railway Company's Main Track centerline as originally located and constructed; thence southwesterly, along last said parallel line, to said west line of said NE\(\frac{1}{4}\)NE\(\frac{1}{4}\)NE\(\frac{1}{4}\) of Section 27; thence northerly, along said West line to the point of beginning.

Parcel 6

That certain lot or parcel of land described in deed dated August 2, 1897 from Anton Johannbrewer to The Union Pacific, Denver & Gulf Railway Company, recorded August 2, 1897 in Book 105, Page 183, records of said Jefferson County, said lot or parcel being described in said deed for reference as follows:

"Beginning at a point in the Northerly line of the U.P.D&G. Railway Company's Right of Way where the same is intersected by the Easterly line of the old Smelter property near the Easterly limits of the City of Golden.
"Thence Northeasterly along the Northerly line of the Railway Company's Right of Way 798 ft., more or less, to an intersection with the North and South center line of the NE\(\frac{3}{4}\)NE\(\frac{3}{4}\) Sec. 27, Tp. 3 S., R70W said North and South center line being the West boundary of the Carpenter property.
"Thence North along said North and South center line of the NE\(\frac{3}{4}\)NE\(\frac{3}{4}\) Sec. 27 to the Southerly line of County Road.
"Thence Southwesterly along the Southerly line of said County Road to an intersection with the Easterly line of the old Smelter property.
"Thence Southerly to place of beginning.
"It being the intention of this deed to convey that portion of the W\(\frac{1}{2}\)NE\(\frac{3}{4}\) Sec. 27, Tp. 3 S. R. 70 W. lying between the County Road on the North; the U.P.D. & G. Railway Company's Right of Way on the South; the Carpenter property on the East, and the old Smelter property on the West..."

Parcel 7

A tract of land in the NW\(\frac{1}{4}\) the NW\(\frac{1}{4}\)SW\(\frac{1}{4}\) and the W\(\frac{3}{4}\)NE\(\frac{1}{4}\) of Section 27, Township 3 South, Range 70 West of the 6th P.M., Jefferson County, described as follows:

Beginning at the most easterly corner of that certain 2.307 acre tract of land described in deed dated January 23, 1967 from The Colorado and Southern Railway Company to Department of Highways, State of Colorado, said point being North 50°29' West, 1001.9 feet from the center of said Section 27; thence, along the southeasterly boundary of said 2.307 acre tract the following three (3) courses: 1) Southwesterly, along the arc of a curve to the right, having a radius of 5857.0 feet, a long chord bearing of South 61°05'15" West, 159.6 feet, an arc distance of 159.6 feet; thence 2) South 60°27' West, 646.2 feet; thence 3) South 63°14' West, 240.5 feet to the East line of Lot 12, Block 3, Sunshine Park Addition, said line being the Westerly boundary of that certain parcel of land described first in deed dated September 4, 1874 from Charity C. Hendrickson to Colorado Central Railroad Company, recorded September 8, 1874 in Book "T", Page 434, records of Jefferson County, Colorado; thence Southerly, along said Westerly boundary to the Northerly corner of that certain 0.43
acre parcel of land described in deed dated May 6, 1869 from Ensign B. Smith and Nelson K. Smith to Colorado Central Rail Road Company, recorded January 3, 1870 in Book "P", Page 307, records of Jefferson County, Colorado; thence Southwesterly, along the Northwesterly boundary of said 0.43 acre parcel 178 feet to an angle point, thence continuing Southwesterly, along said Northwesterly boundary to the East-West centerline of said Section 27; thence easterly, along said East-West centerline, 550 feet, more or less to the Northwest corner of said NW¼NE¼SW¼ of Section 27; thence South, along the West line of said NW¼NE¼SW¼ of Section 27, a distance of 12 feet to the Southerly boundary of that certain 0.14 acre parcel of land described in deed dated July 29, 1868 from Joseph W. Booth to Colorado Central Rail Road Company recorded July 29, 1868 in Book "I", Page 459, records of Jefferson County, Colorado; thence along said Southerly boundary the following three (3) courses: 1) Northeasterly, 170 feet; thence 2) Northwesterly, 150 feet; thence 3) Northeasterly, 282.77 feet to the Northerly boundary of that certain 0.750 acre parcel of land described as Parcel 2 in deed dated May 20, 1975 from The Colorado and Southern Railway Company to Adolph Coors Company; thence Northeasterly, along said northerly boundary to the centerline of said Railway Company's Main Track, as originally located and constructed; thence, continuing Northeasterly, along said Main Track centerline, being the northerly boundary of said 0.750 acre tract, 177.34 feet to the easterly corner of said 0.750 acre parcel; thence Southwesterly along the Southeastern boundary of said 0.750 acre parcel, 151.87 feet to line parallel with and 50.0 feet Southwesterly from said Main Track centerline; thence northeasterly, along said parallel line to the East line of the NW¼NE¼ of said Section 27; thence northerly, along said East line of the NW¼NE¼ to a line parallel with and distant 50.0 feet northwesterly from, measured at right angles and/or radially to said Railway Company's Main Track centerline as originally located and constructed; thence Southwesterly, along last said parallel line to its intersection with the easterly prolongation of the most northerly boundary of said 2.307 acre tract of land; thence westerly, along said easterly prolongation to the Point of Beginning, EXCEPTING THEREFROM, that certain 0.051 acre parcel of land described as Parcel 1 in said deed dated May 20, 1975 from The Colorado and Southern Railway Company to Adolph Coors Company.

Parcel 3

That certain parcel of land described in deed dated June 5, 1975 from Adolph Coors Company to Colorado and Southern Railway Company recorded June 17, 1975 as Reception No. 714843, records of Jefferson County, Colorado, said parcel being described in said deed for reference as follows:

"A parcel of land lying in the NW1/4 of Section 27, Township 3 South, Range 70 West of the 6th P.M., more particularly described as follows:

"Commencing at the Northeast corner of the NW1/4 of the SW1/4 of said Section 27; thence North 51°26'33" East, 140.68 feet to the point of beginning; thence North 42°24'32" East, 263.22 feet; thence along the arc of a curve to the right, which curve has a central angle of 2°13'28", a radius of 677.50 feet, and an arc length of 26.30 feet, said point also being on the Southerly right of way line of the C and S Railroad; thence South 59°55'25" West, Nonradial to the last mentioned curve and along said right of way line, 282.77 feet; thence South 34°22'58" East, departing from said right of way line, 86.91 feet to the point of beginning.

County of Jefferson, State of Colorado."

Parcel 9

A tract of land in the County of Jefferson, State of Colorado, being that certain 5.39 acre tract of land described first in deed dated June 28, 1880 from Nelson Smith and Ensign B. Smith to The Colorado Central Railroad Company recorded August 31, 1880 in Book 9, Page 284, records of Jefferson County, Colorado, described as follows:

Beginning at the Northeast corner of Golden City townsite which is also the Northeast corner of the West half of the Southwest quarter of Section twenty-seven (27) in township three (3) South of Range Seventy (70) West and from said corner West true course five hundred and fifty (550) feet to a stake on bank of ditch; thence South 62°40' West magnetic three hundred eleven (311) feet to a stake; thence South 28° West magnetic (211) two hundred eleven feet to a stake; thence South 43°20' East magnetic three hundred (300) feet to a stake; thence North 46°40' East magnetic nine hundred eighty (980) feet to a stake; thence North true course twelve feet to the place of beginning containing five and 39/100 acres more or less. EXCEPTING THEREFROM, that certain parcel of land described in deed dated March 30, 1994 from Burlington Northern PURCHASE AND SALE AGREEMENT 48
Railroad Company to James Properties Trust. ALSO EXCEPTING THEREFROM, that certain parcel of land described in deed dated April 6, 1994 from Burlington Northern Railroad Company to D. D. Billings.

Parcel 10

A parcel of land in the City of Golden, County of Jefferson, State of Colorado, being Lots 1, 2 and 3, Block 4 of Bush and Fisher's Addition, and that portion of that certain tract of land described second in deed dated June 28, 1880 from Nelson Smith and Ensign B. Smith to The Colorado Central Railroad Company recorded August 31, 1880 in Book 9, Page 284, records of Jefferson County, Colorado, described as follows:

Beginning at the most Westerly corner of that certain 5.39 acre tract of land, described first in said deed recorded in Book 9, Page 284 and described hereinabove as Parcel 13, said point being on the Southwesterly line of Block 5 of said Bush and Fisher's Addition, distant 60 feet, more or less Southeasterly from the most Westerly corner of said Block 5, as measured along said Southwesterly line; thence Southwesterly, along the Northerly boundary of said tract of land described second in deed dated June 28, 1880 to the Northeasterly line of said Block 4; thence Northeasterly along said Northeasterly line to the most Northerly corner of said Block 4; thence Southwesterly, along the Northwesterly line of said Block 4 to the most Westerly corner of said Block 4; thence Southeasterly along the Southwesterly line of said Block 4 and its Southeasterly prolongation to the most Westerly corner of that certain tract of land described in deed dated March 29, 1948 from The Colorado and Southern Railway Company to Leon E. Hall; thence along the boundary of said tract conveyed to Leon E. Hall the following two (2) courses: 1) Northeasterly, along a line parallel with and distant 50.0 feet Northwesterly from, measured at right angles to the Northwesterly lines of Lots 1 and 2, Block 7 of said Bush and Fisher's Addition to the Northwesterly prolongation of the Northeasterly line of said Lot 2, Block 7; thence 2) Southeasterly, along said Northwesterly prolongation to the most Westerly corner of Lot 3 of said Block 7; thence Northeasterly, along the Northwesterly lines of Lots 3 and 4 of said Block 7 to the most Northerly corner of said Lot 4; thence Northwesterly, along the Northwesterly prolongation of the Northeasterly line of said Lot 4 to the Point of Beginning.

Parcel 11

Those portions of Lots 4, 5 and 6, Block 25 on the North Side of Clear Creek, Golden City, Colorado, according to the recorded plat thereof, which lie Northerly of that certain parcel of land described in deed dated November 13, 1967 from The Colorado and Southern Railway Company to American Metal Climax, Inc., said Northerly boundary being described as follows:

Commencing at the Southeast corner of said Lot 6; thence North 35°42' West (bearings based on said deed to American Metal Climax, Inc.), along the Northeasternly line of said Lot 6, a distance of 50.39 feet to the Point of Beginning of the Northerly boundary herein described; thence South 79°08' West, 46.95 feet; thence South 54°27' West, 107.81 feet, more or less to the Southwesterly line of said Lot 4 and the terminus of said Northerly boundary.

Parcel 12

Lots 10 and 11, Block 16 on the North Side of Clear Creek, Golden City, Colorado, according to the recorded plat thereof.

Together with that portion of Lot 9 of said Block 16 described as follows:

Beginning at the Southwest corner of said Lot 9; thence Northwesterly along the Westerly line of said Lot 9, a distance of 55.0 feet; thence in a straight line Southeasterly to a point on the Southerly line of said Lot 9, distant 45.0 feet from the Southwesterly corner of said Lot 9, as measured along said Southerly line; thence Westerly, along said Southerly line 45.0 feet to the Point of Beginning.

Parcel 13

That certain 13,145 square foot tract of land described in deed dated May 10, 1949 from Adoph Coors Company to The Colorado and Southern Railway Company, recorded May 17, 1949 in Book 635, Page 441 as Reception No. 460357, records of Jefferson County, Colorado, said 13,145 square foot tract of land being described in said deed for reference as follows:
"...lying and being in the County of Jefferson and State of Colorado, to-wit: Part of Lot 11, Block 15, and part of Lots 1 and 2, Block 16, northside of Clear Creek, in the Town of Golden and that part of vacated Seventh Street interjacent thereto, all of which is more particularly described as follows:

"Beginning at the northwest corner of Lot 11 in said Block 15; thence running southeasterly along the westerly line of said Lot 11 produced southeasterly 173.28 feet; thence southwesterly parallel with the southerly line of Lot 12 in said Block 15, 33.4 feet; thence southeasterly, parallel with the westerly line of said Lot 12 produced southeasterly, 33 feet to a point in the northerly line of Lot 1 in said Block 16, 16.6 feet northeasterly from the northwest corner of said Lot 1; thence southeasterly 142.8 feet, more or less, to a point in the southerly line of said Lot 1, 43.4 feet southeasterly from the southwest corner of said Lot 1; thence northeasterly along the southerly line of said Lots 1 and 2, 53.2 feet; thence northwesterly 143.5 feet, more or less, to a point in the northerly line of said Lot 2, 16.15 feet northeasterly from the northwest corner of said Lot 2; thence northwesterly at right angles to the northerly line of said Lot 2, 66 feet to a point in the southerly line of said Lot 11, 16.15 feet northeasterly from the southwest corner of said Lot 11; thence northeasterly 142.6 feet, more or less, to a point in the northerly line of said Lot 11, 37.6 feet northeasterly from the northwest corner of said Lot 11; thence southerly from the northwesterly line of said Lot 11, 16.15 feet northeasterly from the northerly line of said Lot 11; thence northeasterly along the northerly line of said Lot 11, 16.15 feet to the place of beginning, containing 13,145 square feet, more or less."

Parcel 14

Lot 12, Block 15 on the North Side of Clear Creek, Golden City, Colorado, according to the recorded plat thereof. Together with, all right title and interest, if any, in and to the North half of vacated Seventh Street lying Westerly of the Southerly prolongation of the Easterly line of said Lot 12, and Easterly of the Southerly prolongation of the Westerly line of said Lot 12.

Parcel 15

That certain 1,393 square foot tract of land described in deed dated April 7, 1949 from Louisa Hokanson to The Colorado and Southern Railway Company, recorded April 7, 1949 in Book 630, Page 288 as Reception No. 457626, records of Jefferson County, Colorado, said 1,393 square foot tract of land being described in said deed for reference as follows:

"...lying and being in the County of Jefferson and State of Colorado to-wit:

"A tract of land in the SE¼ of the NE¼ of Section 28, T3S, R70W, of the 6 P.M. and more particularly described as follows:

"Beginning at a point in the south line of the said SE¼ of the NE¼, 462.25 feet west of the southeast corner of said SE¼ of the NE¼; thence N 19°56' W 105.9 feet to a point in the easterly right of way line of The Colorado and Southern Railway Company in said SE¼ of the NE¼; thence S 9°09' E along the said easterly right of way line 100.8 feet, more or less, to a point in the south line of said SE¼ of the NE¼; thence east 28 feet to the place of beginning, containing 1,393 square feet, more or less."

Parcel 16


Also

All of said Railway Company’s right, title and interest, if any, in and to those portions of the following described streets and alley:

That portion of 8th Street lying Northeasterly of the Northeasterly line of Illinois Street and Southwesterly of the Southwesterly line of East Street;
That portion of East Street lying Southeasterly of the Southeasterly line of 8th Street and Northwesterly of the Northwesterly line of 9th Street;

That portion of 9th Street lying Southwesterly of the Southwesterly line of that certain parcel of land described in deed dated April 6, 1994 from Burlington Northern Railroad Company to D. D. Billings, and Northeasterly of the Northeasterly line of East Street;

That portion of Archer Street lying Southeasterly of the Southeasterly line of 9th Street and Northwesterly of the Northwesterly line of Depot Street;

That portion of Depot Street lying Northeasterly of the Southwesterly line of Archer Street and Southwesterly of the Southwesterly line of Vasquez Street;

That certain alley in Block 15 on the North Side of Clear Creek, Golden City, Colorado, according to the recorded plat thereof.

That certain alley in Block 16 on the North Side of Clear Creek, Golden City, Colorado, according to the recorded plat thereof.
QUIT CLAIM DEED  
(Gold Corridor)

Grantor:  BNSF RAILWAY COMPANY  
Grantee:  REGIONAL TRANSPORTATION DISTRICT

Legal Description:  See Exhibit A attached hereto and incorporated herein (the “Property”).

Grantor, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and under threat of condemnation, quit claims to Grantee, the Property, situated in the County of Jefferson, State of Colorado, together with all after acquired title of the Grantor therein including structures but excluding all track, ties, ballast, signal, telecommunication and associated improvements, fixtures or equipment located thereon (Grantee acknowledges that certain bridges and other structures on the Property are owned by public agencies);

EXCEPTING AND RESERVING THEREFROM, the following easements, covenants, conditions and restrictions, which Grantor and Grantee acknowledge and agree shall run with the land and be binding upon the successors and assigns of Grantor and Grantee forever:

(1) Grantor reserves for itself and its successors and assigns an exclusive easement for freight railroad purposes. Such freight railroad easement includes, without limitation, the non-exclusive right to the construction, maintenance, operation, repair, replacement (including relocation of existing) of railroad track, ties, ballast, bridges, structures, signals, telecommunication systems and associated improvements by Grantor or others permitted by Grantor and the operation of Amtrak service, all in accordance with the provisions of the Joint Corridor Use Agreement (defined below) and Construction Agreement (defined below). Grantor shall have an easement across the Property for utilities serving the Property.

(2) Grantor and Grantee have entered into that certain Joint Corridor Use Agreement dated as of March 31, 2010 (the “Joint Corridor Use Agreement”), concerning the operation and use of the Property and that certain Relocation and Construction Agreement dated as of March 31, 2010 (the “Construction Agreement”). The terms and conditions of the Joint Corridor Use Agreement and Construction Agreement are incorporated herein as if fully set forth in this instrument, shall run with the land as restrictions encumbering the Property and be binding upon and inure to the benefit of Grantor's and Grantee's successors and assigns and such terms shall be in full force and effect for purposes of this instrument even if the Joint Corridor Use Agreement or Construction Agreement is, for whatever reason, no longer in effect, unless otherwise agreed by the parties in a document signed by both parties and recorded in the real estate records for the County of Jefferson, State of Colorado.

(3) Grantee must operate any train and related equipment on the Property in a manner that (a) complies with the requirements of 49 C.F.R. Part 238, as such requirements may be amended or waived by the Federal Railroad Administration or any successor agencies (collectively, the “FRA”).
and (b) uses only trains and other equipment that do not qualify as light rail operations (as determined by the FRA).

(4) Grantor reserves for itself and its successors and assigns a non-exclusive easement for the purpose of access, and for performing any Cure (as defined in that certain Purchase and Sale Agreement between Grantor and Grantee dated as of _______ concerning the Property, the "Sale Contract") of an Identified Condition as contemplated in the Sale Contract or any remediation or other response activities concerning Environmental Loss and Damage (as defined in the Joint Corridor Use Agreement) pursuant to the Joint Corridor Use Agreement.

(5) The following restrictions shall be covenants running with the land encumbering the Property and binding on RTD and its successors and assigns and benefiting BNSF and its successors and assigns:

(a) The Property shall be used solely for railroad or industrial purposes and shall not under any circumstance be used as the site for any school, educational facility, daycare or child care facility, hospital, health care facility, nursing home, elder care facility, park, recreational facility, or residence.

(b) The Property may be used for commuter rail operations or other passenger operation by or for Grantee only for so long as the Joint Corridor Use Agreement is in effect, valid and enforceable in its entirety. All commuter rail or other passenger operations by or for Grantee shall be suspended should the Joint Corridor Use Agreement ever be deemed or interpreted to be other than valid, binding and enforceable in its entirety until such time as the Grantor and the Grantee reach a mutually acceptable substitute agreement with which to replace the Joint Corridor Use Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the _____ day of ________, 200_.

BNSF RAILWAY COMPANY

By __________________________
Its

REGIONAL TRANSPORTATION DISTRICT
Approved as to legal form

By __________________________
Marla Lien
Its General Counsel

REGIONAL TRANSPORTATION DISTRICT

By __________________________
Phillip A. Washington
Its General Manager
STATE OF __________ )
COUNTY OF ________ ) ss.

This instrument was acknowledged before me on __________, by ____________________________ of BNSF Railway Company, a Delaware corporation.

(Seal) Notary Public
My commission expires: ____________________________

STATE OF COLORADO )
COUNTY OF ________ ) ss.

This instrument was acknowledged before me on __________, by ____________________________ of REGIONAL TRANSPORTATION DISTRICT, a corporation.

(Seal) Notary Public
My commission expires: ____________________________

[Attach Exhibit A – (Exhibit H-1 or H-2 to Sale Contract)]
QUIT CLAIM DEED
(Gold Corridor East)

Grantor: BNSF RAILWAY COMPANY
Grantee: REGIONAL TRANSPORTATION DISTRICT

Legal Description: See Exhibit A attached hereto and incorporated herein (the "Property").

Grantor, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and under threat of condemnation, quit claims to Grantee, the Property, situated in the County of Jefferson, State of Colorado, together with all after acquired title of the Grantor therein including structures but excluding all track, ties, ballast, signal, telecommunication and associated improvements, fixtures or equipment located thereon (Grantee acknowledges that certain bridges and other structures on the Property are owned by public agencies);

EXCEPTING AND RESERVING THEREFROM, the following easements, covenants, conditions and restrictions, which Grantor and Grantee acknowledge and agree shall run with the land and be binding upon the successors and assigns of Grantor and Grantee forever:

(1) Grantor reserves for itself and its successors and assigns an exclusive easement for freight railroad purposes. Such freight railroad easement includes, without limitation, the non-exclusive right to the construction, maintenance, operation, repair, replacement (including relocation of existing) of railroad track, ties, ballast, bridges, structures, signals, telecommunication systems and associated improvements by Grantor or others permitted by Grantor and the operation of Amtrak service, all in accordance with the provisions of the Joint Corridor Use Agreement (defined below) and Construction Agreement (defined below). Grantor shall have an easement across the Property for utilities serving the Property.

(2) Grantor and Grantee have entered into that certain Joint Corridor Use Agreement dated as of March 31, 2010 (the "Joint Corridor Use Agreement"), concerning the operation and use of the Property and that certain Relocation and Construction Agreement dated as of March 31, 2010 (the "Construction Agreement"). The terms and conditions of the Joint Corridor Use Agreement and Construction Agreement are incorporated herein as if fully set forth in this instrument, shall run with the land as restrictions encumbering the Property and be binding upon and inure to the benefit of Grantor's and Grantee's successors and assigns and such terms shall be in full force and effect for purposes of this instrument even if the Joint Corridor Use Agreement or Construction Agreement is, for whatever reason, no longer in effect, unless otherwise agreed by the parties in a document signed by both parties and recorded in the real estate records for the County of Jefferson, State of Colorado.

(3) Grantee must operate any train and related equipment on the Property in a manner that (a) complies with the requirements of 49 C.F.R. Part 238 as such requirements may be amended or waived by the Federal Railroad Administration or any successor agencies (collectively, the "FRA"), and (b) uses only trains and other equipment that do not qualify as light rail operations (as determined by the FRA).
(4) Grantor reserves for itself and its successors and assigns a non-exclusive easement for the purpose of access, and for performing any Cure (as defined in that certain Purchase and Sale Agreement between Grantor and Grantee dated as of March 31, 2010 concerning the Property, the "Sale Contract") of an Identified Condition as contemplated in the Sale Contract or any remediation or other response activities concerning Environmental Loss and Damage (as defined in the Joint Corridor Use Agreement) pursuant to the Joint Corridor Use Agreement.

(5) The following restrictions shall be covenants running with the land encumbering the Property and binding on RTD and its successors and assigns and benefiting BNSF and its successors and assigns:

(a) The Property shall be used solely for railroad or industrial purposes and shall not under any circumstance be used as the site for any school, educational facility, daycare or child care facility, hospital, health care facility, nursing home, elder care facility, park, recreational facility, or residence.

(b) The Property may be used for commuter rail operations or other passenger operations by or for Grantee only for so long as the Joint Corridor Use Agreement is in effect, valid and enforceable in its entirety. All commuter rail or other passenger operations by or for Grantee shall be suspended should the Joint Corridor Use Agreement ever be deemed or interpreted to be other than valid, binding and enforceable in its entirety until such time as the Grantor and the Grantee reach a mutually acceptable substitute agreement with which to replace the Joint Corridor Use Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the 5th day of April, 2010.

BNSF RAILWAY COMPANY

By ________________
Richard E. Weicher
Vice President & General Counsel - Regulatory

REGIONAL TRANSPORTATION DISTRICT

Approved as to legal form
By __________________
Marla Lien
Its General Counsel

REGIONAL TRANSPORTATION DISTRICT

By __________________
Phillip A. Washington
Its General Manager
This instrument was acknowledged before me on March 31, 2010, by Richard E. Weicher as Vice President & General Counsel - Regulatory of BNSF Railway Company, a Delaware corporation.

Notary Public
My commission expires: June 8, 2010

This instrument was acknowledged before me on March 31, 2010, by Phillip A. Washington as General Manager of REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado.

Notary Public
My commission expires: June 8, 2010
EXHIBIT A

Description of Gold Corridor East Portion

That portion of BNSF Railway Company's (formerly The Colorado & Southern Railway Company) Arvada (MP 6.3) to Mount Olivet (MP 10.83), Colorado, Branch Line right of way, varying in width on each side of said Railway Company's Main Track centerline, Jefferson County, Colorado, described as follows:

Parcel 1

That portion of said Railway Company's 66.0 foot wide Branch Line right of way, being 33.0 feet wide on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SE¼ of Section 12, Township 3 South, Range 69 West of the 6th P. M., bounded easterly by a line drawn at right angles to said Main Track centerline at a point 631 feet westerly from the East line of said Section 12, as measured along said Main Track centerline, being at MP 6.3, and bounded westerly by the West line of said SE¼ of Section 12.

Parcel 2

That portion of said Railway Company's 50.0 foot wide Branch Line right of way, being 25.0 feet wide on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SE¼SW¼ of Section 12, Township 3 South, Range 69 West of the 6th P. M., bounded easterly by the East line of said SE¼SW¼ of Section 12, and bounded westerly by the West line of said SE¼SW¼ of Section 12.

Parcel 3

That portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SW¼SW¼ of Section 12, the SE¼ and the SE¼SW¼ of Section 11, and the NW¼ of Section 14, all in Township 3 South, Range 69 West of the 6th P. M., bounded easterly by the East line of said SW¼SW¼ of Section 12, and bounded westerly by the West line of said NW¼ of Section 14, EXCEPTING THEREFROM, a tract of land in the Southwest quarter of the Southeast quarter of Section 11, Township 3 South, Range 69 West of the Sixth Principal Meridian, City of Arvada, County of Jefferson, State of Colorado, being that portion of that certain tract of land condemned in District Court, Jefferson County, State of Colorado by Civil Action No. 97 CV 1531, Division 7, Arvada Urban Renewal Authority v. Burlington Northern Railroad Company et al., which lies between lines parallel with and distant respectively 25.0 feet and 50.0 feet northwesterly from, measured at right angles and/or radially to said Railway Company's Main Track centerline as now located and constructed, bounded easterly by the West line of Vance Street, and bounded westerly by the East line of Olde Wadsworth Boulevard, in the City Arvada, Colorado;

ALSO EXCEPTING THEREFROM, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC, recorded April 28, 1999 as Reception Number F0855497, records of said Jefferson County, said tract being described in said deed for reference as follows:

"The Southeasterly 35.0 feet of The Burlington Northern and Santa Fe Railway Company's (formerly The Colorado & Southern Railway Company) 100.0 foot wide Golden, Colorado Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across the SW¼SE¼ of Section 11, Township 3 South, Range 69 West of the 6th P. M., Jefferson County, Colorado, lying between two lines drawn parallel with and distant, respectively, 15.0 feet and 50.0 feet Southeasterly, as measured at right angles from said Main Track centerline, bounded on the West by the West line of said SW¼SE¼, and bounded on the Northeast by a
line drawn at right angles to said Main Track centerline at a point distant 360.0 feet Northeasterly from the
West line of said SW¼SE¼, as measured along said Main Track centerline.*

Parcel 4

That certain Easement reserved in deed dated February 24, 1998 from The Burlington Northern and
Santa Fe Railway Company to ANT, LLC, recorded April 28, 1999 as Reception Number F0855497,
records of said Jefferson County, described as follows: That portion of said Railway Company's 100.0
foot wide Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's Main
Track centerline, as now located and constructed upon, over and across the SW¼SE¼ of Section 11,
Township 3 South, Range 69 West of the 6th P. M., Jefferson County, Colorado, lying between two lines
drawn parallel with and distant, respectively, 15.0 feet and 25.0 feet Southeasterly, as measured at right
angles from said Main Track centerline, bounded on the West by the West line of said SW¼SE¼, and
bounded on the Northeast by a line drawn at right angles to said Main Track centerline at a point distant
360.0 feet Northeasterly from the West line of said SW¼SE¼, as measured along said Main Track
centerline.

Parcel 5

That portion of said Railway Company's 100.0 foot wide Branch Line right of way, being 50.0 feet wide on
each side of said Main Track centerline, as originally located and constructed, upon, over and across the
N½ of Section 15, Section 16, and the SE¼ of Section 17, all in Township 3 South, Range 69 West of the
6th P. M., bounded easterly by the East line of said N½ of Section 15, and bounded westerly by the West
line of said SE¼ of Section 17, being at or near the centerline of Ward Road.
FIRPTA AFFIDAVIT
Transferor's Certification of Non-Foreign Status

To inform the Regional Transportation District ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), will not be required upon the transfer of certain real property to Transferee by BNSF Railway Company, a Delaware corporation ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. Transferor's U.S. employer identification number is 41-6034000; and

3. Transferor's address is 2650 Lou Menk Drive, Fort Worth, TX 76131.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: March 31, 2010

BNSF RAILWAY COMPANY

By:  
Richard E. Weicher  
Vice President & General Counsel - Regulatory
EXHIBIT J

FIRPTA AFFIDAVIT
Transferor's Certification of Non-Foreign Status

To inform the Regional Transportation District ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), will not be required upon the transfer of certain real property to Transferee by BNSF Railway Company, a Delaware corporation ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. Transferor’s U.S. employer identification number is 41-6034000; and
3. Transferor’s address is 2650 Lou Menk Drive, Fort Worth, TX 76131.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: ______________________

BNSF RAILWAY COMPANY

By: ______________________
Name: ______________________
Title: ______________________

Letter with map dated May 1, 2001 from David M. Smith of The Burlington Northern and Santa Fe Railway Company to Ms. Jane Nakad of the U.S. Environmental Protection Agency re First Request for Information NRC Report #556754 (Map by Bill Brown from KRW Consulting, Inc. dated 2/21/01 re Job Name: Renicks Yard Fuel Spill)


Responses to questionnaire and interview with RTD environmental consultant.

Non-Reportable Releases:

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EXHIBIT L

RTD Disclosures

[NONE]
EXHIBIT M

Identified Conditions

[NONE]
EXHIBIT N

Description of Fox Street Parcel

Property Description
Fox Street - Burlington Industrial Park No. 1 Parcels and Easement Reservations

BNSF - Tract 1, Burlington Industrial Park No. 1

Tract 1 of Burlington Industrial Park No. 1, as recorded at Reception Number 028430 on November 13, 1967 in the City and County of Denver Clerk and Recorder’s Office, located in the Southwest Quarter of Section 15, Township 3 South, Range 68 West of the Sixth Principal Meridian, City of Denver, Denver County, Colorado and being additionally described as follows:

COMMENCING at the Southwest Corner of Section 15;
THENCE N10°54'44"E a distance of 2631.21 feet to the southwest corner of said Tract 1, said corner being the POINT OF BEGINNING;

THENCE the following four (4) courses coincident with the westerly, northerly, easterly, and southerly lines of said Tract 1, Burlington Industrial Park No. 1;
   1) N00°1'02"W a distance of 50.00 feet;
   2) THENCE N89°52'10"E a distance of 35.00 feet;
   3) THENCE S00°11'02"E a distance of 50.00 feet;
   4) THENCE S89°52'10"W a distance of 35.00 feet to the POINT OF BEGINNING;

Above described parcel contains 1,750 square feet, (0.040 Acres), more or less.

AND:

BNSF - Tract 6, Burlington Industrial Park No. 1

Tract 6 of Burlington Industrial Park No. 1, as recorded at Reception Number 028430 on November 13, 1967 in the City and County of Denver Clerk and Recorder’s Office, located in the Southwest Quarter of Section 15, Township 3 South, Range 68 West of the Sixth Principal Meridian, City of Denver, Denver County, Colorado and being additionally described as follows:

COMMENCING at the Southwest Corner of Section 15;
THENCE N23°12'58"E a distance of 1285.71 feet to the southwest corner of said Tract 6, said corner being the POINT OF BEGINNING;

THENCE the following three (3) courses coincident with the westerly line of said Tract 6, Burlington Industrial Park No. 1;
   5) N08°08'02"W a distance of 99.26 feet;
   6) THENCE N01°02'20"W a distance of 94.73 feet;
   7) THENCE N00°04'32"E a distance of 435.20 feet to a point on the northerly line of said Tract 6;
THENCE S89°51'59"E, coincident with said northerly line, a distance of 43.93 feet to a point on the westerly line of Fox Street;
THENCE the following three (3) courses coincident with said westerly line of Fox Street;
   1) S00°11'02"E a distance of 435.20 feet;
   2) THENCE S01°02'20"E a distance of 94.73 feet;
   3) THENCE S08°08'02"E a distance of 99.26 feet to a point on the southerly line of West 50th Avenue and the extension thereof;
THENCE N89°51'59"W, coincident with said southerly line, a distance of 45.91 feet to the POINT OF BEGINNING.

Above described parcel contains 28,407 square feet, (0.652 Acres), more or less.

PURCHASE AND SALE AGREEMENT 59
AND:

A portion of Tracts 2, 3, and 4, Burlington Industrial Park No. 1
(Rail easement reservation lying between Tracts 1 and 6)

RESERVING, however, unto Chicago, Burlington & Quincy Railroad Company, its successors and assigns, a railroad easement including the right, privilege and easement to construct, maintain, repair, renew, use, operate over, replace or remove railroad tracks, drainage facilities, and appurtenances thereto in, along and over, upon and / or across the East side of the premises herein conveyed that lies East of a line drawn 10 feet perpendicularly distant, West of and parallel with the center line of said Railroad Company side track number 19, to have and to hold said easement for so long as the same is used or required for railroad purposes and until said Railroad Company, its successors or assigns, shall remove all such facilities from the said premises with the intent to abandon said easements.

Basis of Bearings for Tracts 1 and 6 described above: all bearings are based on the line connecting "Alameda" to K 407" being a grid bearing of N70°14'27"W as obtained from a Global Positioning System (GPS) survey based on National Geodetic Survey (NGS) data. Said grid bearing is NAD 83 (CONUS), UTM Zone 13 North. "Alameda" (PID KK1393) is a NGS first order horizontal mark monumented with a 3.5 inch diameter brass cap set flush in concrete, stamped in part "Alameda 1977". K 407" (PID KK1372) is a NGS first order horizontal mark monumented with a flange encased stainless steel rod in 5 inch logo box and cap, flange stamped in part "K 407".

Tracts 1 and 6, Burlington Industrial Park No. 1 described above are BNSF ownership to be transferred to RTD. The easement reservation across a portion of Tracts 2, 3, and 4, Burlington Industrial Park No. 1 are easement rights to be transferred to RTD.
QUIT CLAIM DEED
(Fox Street Parcel)

Grantor: BNSF RAILWAY COMPANY
Grantee: REGIONAL TRANSPORTATION DISTRICT

Legal Description: See Exhibit A attached hereto and incorporated herein (the “Property”).

Grantor, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and under threat of condemnation, quit claims to Grantee, the Property, situated in the County of Denver, State of Colorado, together with all after acquired title of the Grantor therein;

EXCEPTING AND RESERVING THEREFROM, the following easements, covenants, conditions and restrictions, which Grantor and Grantee acknowledge and agree shall run with the land and be binding upon the successors and assigns of Grantor and Grantee forever:

(1) Grantor and Grantee have entered into that certain Joint Corridor Use Agreement dated as of March 31, 2010 (the “Joint Corridor Use Agreement”), concerning the operation and use of the Property and that certain Relocation and Construction Agreement dated as of March 31, 2010 (the “Construction Agreement”), concerning the construction and relocation of certain improvements. The terms and conditions of the Joint Corridor Use Agreement and Construction Agreement are incorporated herein as if fully set forth in this instrument, shall run with the land as restrictions encumbering the Property and be binding upon and inure to the benefit of Grantor’s and Grantee’s successors and assigns and such terms shall be in full force and effect for purposes of this instrument even if the Joint Corridor Use Agreement or Construction Agreement is, for whatever reason, no longer in effect, unless otherwise agreed by the parties in a document signed by both parties and recorded in the real estate records for the County of Denver, State of Colorado.

(2) Grantee must operate any train and related equipment on the Property in a manner that (a) complies with the requirements of 49 C.F.R. Part 238, as such requirements may be amended or waived by the Federal Railroad Administration or any successor agencies (collectively, the “FRA”), and (b) uses only trains and other equipment that do not qualify as light rail operations (as determined by the FRA).

(3) The following restrictions shall be covenants running with the land encumbering the Property and binding on RTD and its successors and assigns and benefiting BNSF and its successors and assigns:

(a) The Property shall be used solely for railroad or industrial purposes and shall not under any circumstance be used as the site for any school, educational facility, daycare or...
child care facility, hospital, health care facility, nursing home, elder care facility, park, recreational facility, or residence.

(b) The Property may be used for commuter rail operations or other passenger operation by or for Grantee only for so long as the Joint Corridor Use Agreement is in effect, valid and enforceable in its entirety. All commuter rail or other passenger operations by or for Grantee shall be suspended should the Joint Corridor Use Agreement ever be deemed or interpreted to be other than valid, binding and enforceable in its entirety until such time as the Grantor and the Grantee reach a mutually acceptable substitute agreement with which to replace the Joint Corridor Use Agreement.

(c) The Property may not be used for any freight rail operations except by BNSF as contemplated above in this instrument or in the Joint Corridor Use Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the _____ day of ________, 200__.

BNSF RAILWAY COMPANY

By ______________________________________
Its

REGIONAL TRANSPORTATION DISTRICT
Approved as to legal form

By ________________________________
Maria Lien
Its General Counsel

REGIONAL TRANSPORTATION DISTRICT

By ________________________________
Phillip A. Washington
Its General Manager

PURCHASE AND SALE AGREEMENT
STATE OF ________)  ) ss:
COUNTY OF ________)  

This instrument was acknowledged before me on ___________ by 
_______________________________ as ____________________________ of BNSF Railway Company, a Delaware corporation.

(Seal)

Notary Public

My commission expires: ____________________________
QUIT CLAIM DEED
(Fox Street Parcel)

Grantor: BNSF RAILWAY COMPANY

Grantee: REGIONAL TRANSPORTATION DISTRICT

Legal Description: See Exhibit A attached hereto and incorporated herein (the "Property").

Grantor, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and under threat of condemnation, quit claims to Grantee, the Property, situated in the County of Denver, State of Colorado, together with all after acquired title of the Grantor therein;

EXCEPTING AND RESERVING THEREFROM, the following easements, covenants, conditions and restrictions, which Grantor and Grantee acknowledge and agree shall run with the land and be binding upon the successors and assigns of Grantor and Grantee forever:

(1) Grantor and Grantee have entered into that certain Joint Corridor Use Agreement dated as of March 31, 2010 (the "Joint Corridor Use Agreement"), concerning the operation and use of the Property and that certain Relocation and Construction Agreement dated as of March 31, 2010 (the "Construction Agreement"), concerning the construction and relocation of certain improvements. The terms and conditions of the Joint Corridor Use Agreement and Construction Agreement are incorporated herein as if fully set forth in this instrument, shall run with the land as restrictions encumbering the Property and be binding upon and inure to the benefit of Grantor's and Grantee's successors and assigns and such terms shall be in full force and effect for purposes of this instrument even if the Joint Corridor Use Agreement or Construction Agreement is, for whatever reason, no longer in effect, unless otherwise agreed by the parties in a document signed by both parties and recorded in the real estate records for the County of Denver, State of Colorado.

(2) Grantee must operate any train and related equipment on the Property in a manner that (a) complies with the requirements of 49 C.F.R. Part 238, as such requirements may be amended or waived by the Federal Railroad Administration or any successor agencies (collectively, the "FRA"), and (b) uses only trains and other equipment that do not qualify as light rail operations (as determined by the FRA).

(3) The following restrictions shall be covenants running with the land encumbering the Property and binding on RTD and its successors and assigns and benefiting BNSF and its successors and assigns:
(a) The Property shall be used solely for railroad or industrial purposes and shall not under any circumstance be used as the site for any school, educational facility, daycare or child care facility, hospital, health care facility, nursing home, elder care facility, park, recreational facility, or residence.

(b) The Property may be used for commuter rail operations or other passenger operation by or for Grantee only for so long as the Joint Corridor Use Agreement is in effect, valid and enforceable in its entirety. All commuter rail or other passenger operations by or for Grantee shall be suspended should the Joint Corridor Use Agreement ever be deemed or interpreted to be other than valid, binding and enforceable in its entirety until such time as the Grantor and the Grantee reach a mutually acceptable substitute agreement with which to replace the Joint Corridor Use Agreement.

(c) The Property may not be used for any freight rail operations except by BNSF as contemplated above in this instrument or in the Joint Corridor Use Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the 31st day of March, 2010.
This instrument was acknowledged before me on March 31, 2010, by Richard E. Weicher as Vice President and General Counsel - Regulatory of BNSF RAILWAY COMPANY, a Delaware corporation.

Notary Public
My commission expires: June 8, 2010

This instrument was acknowledged before me on March 31, 2010, by Phillip A. Washington as General Manager of REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado.

Notary Public
My commission expires: June 8, 2010
EXHIBIT A

Description of Fox Street Parcel

Property Description
Fox Street - Burlington Industrial Park No. 1 Parcels and Easement Reservations

BNSF - Tract 1, Burlington Industrial Park No. 1

Tract 1 of Burlington Industrial Park No. 1, as recorded at Reception Number 028430 on November 13, 1967 in the City and County of Denver Clerk and Recorder’s Office, located in the Southwest Quarter of Section 15, Township 3 South, Range 68 West of the Sixth Principal Meridian, City of Denver, Denver County, Colorado and being additionally described as follows:

COMMENCING at the Southwest Corner of Section 15;
THENCE N10°54’44”E a distance of 2631.21 feet to the southwest corner of said Tract 1, said corner being the POINT OF BEGINNING;

THENCE the following four (4) courses coincident with the westerly, northerly, easterly, and southerly lines of said Tract 1, Burlington Industrial Park No. 1;
1) N00°11’02”W a distance of 50.00 feet;
2) THENCE N89°52’10”E a distance of 35.00 feet;
3) THENCE S00°11’02”E a distance of 50.00 feet;
4) THENCE S89°52’10”W a distance of 35.00 feet to the POINT OF BEGINNING;

Above described parcel contains 1,750 square feet, (0.040 Acres), more or less.

AND:

BNSF - Tract 6, Burlington Industrial Park No. 1

Tract 6 of Burlington Industrial Park No. 1, as recorded at Reception Number 028430 on November 13, 1967 in the City and County of Denver Clerk and Recorder’s Office, located in the Southwest Quarter of Section 15, Township 3 South, Range 68 West of the Sixth Principal Meridian, City of Denver, Denver County, Colorado and being additionally described as follows:

COMMENCING at the Southwest Corner of Section 15;
THENCE N23°12’58”E a distance of 1285.71 feet to the southwest corner of said Tract 6, said corner being the POINT OF BEGINNING;

THENCE the following three (3) courses coincident with the westerly line of said Tract 6, Burlington Industrial Park No. 1;
5) N08°08’02”W a distance of 99.26 feet;
6) THENCE N01°02’20”W a distance of 94.73 feet;
7) THENCE N00°04’32”E a distance of 435.20 feet to a point on the northerly line of said Tract 6;
THENCE S89°51’59”E, coincident with said northerly line, a distance of 43.93 feet to a point on the westerly line of Fox Street;
THENCE the following three (3) courses coincident with said westerly line of Fox Street;
1) S00°11’02”E a distance of 435.20 feet;
2) THENCE S01°02’20”E a distance of 94.73 feet;
3) THENCE S08°08’02”E a distance of 99.26 feet to a point on the southerly line of West 50th Avenue and the extension thereof;
THENCE N89°51’59”W, coincident with said southerly line, a distance of 45.91 feet to the POINT OF BEGINNING.
Above described parcel contains 28,407 square feet, (0.652 Acres), more or less.

**AND:**

A portion of Tracts 2, 3, and 4, Burlington Industrial Park No. 1
(Rail easement reservation lying between Tracts 1 and 6)

RESERVING, however, unto Chicago, Burlington & Quincy Railroad Company, its successors and assigns, a railroad easement including the right, privilege and easement to construct, maintain, repair, renew, use, operate over, replace or remove railroad tracks, drainage facilities, and appurtenances thereto in, along and over, upon and / or across the East side of the premises herein conveyed that lies East of a line drawn 10 feet perpendicularly distant, West of and parallel with the center line of said Railroad Company side track number 19, to have and to hold said easement for so long as the same is used or required for railroad purposes and until said Railroad Company, its successors or assigns, shall remove all such facilities from the said premises with the intent to abandon said easements.

**Basis of Bearings for Tracts 1 and 6 described above:** all bearings are based on the line connecting "Alameda" to K 407" being a grid bearing of N70°14'27"W as obtained from a Global Positioning System (GPS) survey based on National Geodetic Survey (NGS) data. Said grid bearing is NAD 83 (CONUS), UTM Zone 13 North. "Alameda" (PID KK1393) is a NGS first order horizontal mark monumented with a 3.5 inch diameter brass cap set flush in concrete, stamped in part "Alameda 1977". K 407" (PID KK1372) is a NGS first order horizontal mark monumented with a flange encased stainless steel rod in 5 inch logo box and cap, flange stamped in part "K 407".

Tracts 1 and 6, Burlington Industrial Park No. 1 described above are BNSF ownership to be transferred to RTD. The easement reservation across a portion of Tracts 2, 3, and 4, Burlington Industrial Park No. 1 are easement rights to be transferred to RTD.
THIS ESCROW AGREEMENT (this "Agreement") is made as of March 31, 2010 (the "Effective Date"), by and among Regional Transportation District, a political subdivision of the State of Colorado ("RTD"), with its principal office at 1600 Blake Street, Denver, Colorado 80202, BNSF RAILWAY COMPANY, a Delaware corporation ("BNSF"), with its principal office at 2600 Lou Menk Drive, P.O. Box 961034, Fort Worth, Texas 76161-0034, Wells Fargo Bank, national association ("Escrow Agent") and HC Peck & Associates, Inc., ("Title Company") with its principal office at 4001 Fox Street, Denver, Colorado 80202. RTD, BNSF, Escrow Agent and Title Company are sometimes referred to as herein individually as a "Party", and collectively, as the "Parties".

RECITALS

A. RTD and BNSF are parties to that certain Purchase and Sale Agreement, dated as of March 31, 2010 (the "Purchase Agreement") related to certain real property interests (the "Property") more fully described in the Purchase Agreement. The Purchase Agreement contemplates that BNSF will transfer portions of the Property to RTD in five different closings (each, a "Closing"), defined in the Purchase Agreement as the "First Closing," the "Second Closing," the "Third Closing," the "Fourth Closing" and the "Fifth Closing."

B. Together with the Purchase Agreement, RTD and BNSF have entered into a Relocation and Construction Agreement dated March 31, 2010 (the "Construction Agreement"). The Construction Agreement contemplates that subsequent to the First Closing, BNSF will construct certain modifications (the "BNSF Modifications") to the existing BNSF improvements on the Property in order to facilitate the construction of improvements by RTD on the Property, and RTD will pay BNSF for the costs and expenses of the BNSF Modifications (the "BNSF Modifications Payments") in accordance with the timing and amounts set forth in Exhibit G to the Construction Agreement.

C. Section 2 of the Purchase Agreement defines the "Purchase Price" for the Property as the sum of the BNSF Modifications Payments plus the amount of $104,174,484.00 (the "Land Purchase Price"), which Land Purchase Price shall be allocated to the portions of the Property as follows: $21,677,984.00 to the Gold Corridor East Portion; $10,000,000.00 to the Gold Corridor West Portion; $57,995,500.00 to the DUS Corridor Easement; $200,000.00 to the Fox Street Parcel; $13,000,000.00 to the 711 Building Parcel; $1,000.00 to the DUS Parcels; $390,000.00 to the Triangle Parcel; and $910,000.00 to the Wewatta Parcel.

D. Section 2 of the Purchase Agreement contemplates that at the First Closing, RTD will pay to BNSF the portion of the Land Purchase Price allocable to the DUS Corridor and the Fox Street Parcel, the Triangle Parcel and the Wewatta Parcel, and $9,000,000.00 of the Land Purchase Price allocable to the 711 Building, and will place in escrow the remainder of the Land Purchase Price together with documents associated with the Second Closing. The Construction Agreement also contemplates that at the First Closing, RTD will (1) pay to BNSF $1,000,000.00 of the BNSF Modifications Payments, and (2) place $20,700,000.00 of the BNSF Modifications Payments in escrow, and on or before September 1, 2010, RTD will place the remainder of the BNSF Modifications Payments ($15,210,000.00) in escrow.

E. The Parties desire to enter into this Agreement to place portions of the Purchase Price and documents associated with the Second Closing in escrow as set forth in Recitals C and D above, and to provide direction regarding the distribution of those funds and documents in accordance with the Purchase Agreement and the Construction Agreement.

F. Escrow Agent is willing to act as escrow agent and to perform its duties as set forth herein.

PURCHASE AND SALE AGREEMENT

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NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Deposit of Land Purchase Funds, Construction Funds and Documents.

   a. At the First Closing, RTD shall provide to Escrow Agent by wire transfer the following amounts: (1) $35,678,984.00 (the "Land Purchase Funds"), and (2) $20,700,000.00 (the "Construction Funds"). On or before September 1, 2010, RTD shall provide additional Construction Funds to Escrow Agent in the amount of $15,210,000.00 for a total amount of Construction Funds of $35,910,000.00. The portions of the Land Purchase Funds to be disbursed at each Closing is set forth on Exhibit A attached hereto and made a part hereof. The schedule for disbursement of the Construction Funds is shown on Exhibit A hereto and made a part hereof. The Land Purchase Funds and the Construction Funds are sometimes referred to together as the "Escrow Funds." The overall cash flow for the transactions contemplated in the Purchase Agreement and Construction Agreement is set forth on Exhibit A attached hereto and made a part hereof. BNSF and RTD may jointly modify Exhibit A from time to time by written notice to Escrow Agent.

   b. At the First Closing, RTD, BNSF and Title Company also shall deposit with the Escrow Agent those documents listed on Exhibit B attached hereto and made a part hereof (the "Second Closing Documents") associated with the Second Closing.

2. Investment of Escrow Funds

   a. The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Funds and any investment income thereon in such investment or investments as shown on Exhibit C to this Escrow Agreement. Any investment earnings and income on the Escrow Funds shall be credited first toward payment of the Escrow Fees and then be disbursed to RTD, all as set forth in Section 6(f) below.

   b. The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Agreement. RTD shall be required to fund any shortfall in amounts as necessary for a Closing prior to the applicable Closing Date. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

3. Release of Documents and Land Purchase Funds

   a. Subject to subsections b and c below, on the Second Closing Date (which shall occur on April 5, 2010), the Third Closing Date, the Fourth Closing Date and the Fifth Closing Date, all as specified in the Purchase Agreement, Escrow Agent shall deliver to BNSF the portion of the Land Purchase Funds (each, a "Land Purchase Draw") set forth in Exhibit A for such Closing pursuant to the wiring instructions set forth in Section 4(a) below, less any closing costs and adjustments allocated to BNSF in the Purchase Agreement, provided, however that any interest earned on such portion shall be credited as set forth in Section 2 above. In addition, on the Second Closing Date, subject to subsections b and c below, Escrow Agent shall release to Title Company the Second Closing Documents.

   b. If at any time not later than one (1) business day prior to a Closing, either RTD or BNSF notifies Escrow Agent and Title Company that any requirements set forth in the Purchase
Agreement as a condition of Closing have not been satisfied, then Escrow Agent shall continue to hold the Land Purchase Funds applicable to such Closing in accordance with Section 5 below until the dispute is resolved and Escrow Agent receives additional written instructions from RTD and BNSF. In addition, if RTD or BNSF provides any such notice to Escrow Agent and Title Company with regard to the Second Closing, Escrow Agent shall continue to hold the Second Closing Documents in accordance with Section 5 below until the dispute is resolved and Escrow Agent receives additional written instructions from RTD and BNSF.

c. If at any time not later than one (1) business day prior to a Closing, RTD and BNSF provide Escrow Agent and Title Company written notice that the subsequent Closings or any of them, will not occur, Escrow Agent shall, within ten (10) days of receipt of such notice unless otherwise directed by RTD and BNSF, return the portion of the Land Purchase Funds related to Closings that were to occur after such written notice from RTD and BNSF, together with any interest earned thereon, to RTD. In addition, if RTD or BNSF provides any such notice to Escrow Agent and Title Company with regard to the Second Closing, Escrow Agent shall return the Second Closing Documents to the Title Company for distribution to RTD and BNSF in accordance with separate instructions provided to the Title Company at the First Closing.

4. **Release of Construction Funds**

a. On the dates set forth in Exhibit A, Escrow Agent is authorized and directed to release the Construction Funds in the amounts set forth in Exhibit A to BNSF (each, a “Construction Fund Draw”) unless Escrow Agent receives a Release Objection, as defined in Section 4(b) below. Each Construction Fund Draw to BNSF shall be sent pursuant to the instructions shown on Exhibit D:

b. RTD shall have the right to dispute the release of all or any portion of the Construction Fund Draw by written notice (a “Release Objection”) to Escrow Agent and BNSF provided at least ten (10) days prior to the date for a release as shown on Exhibit A. If Escrow Agent receives a Release Objection from RTD as set forth above, Escrow Agent shall continue to hold the applicable Construction Fund Draw and the remaining Construction Funds in accordance with Section 5 below until the dispute is resolved and Escrow Agent receives additional written instructions from RTD and BNSF. Disputes between RTD and BNSF shall be resolved pursuant to the dispute resolution provisions in the Construction Agreement.

5. **Occurrence of Disputes.** If at any time during the life of this escrow any reasonable uncertainty exists, or any dispute arises between the Parties or their respective successors or assigns, as to the disbursement by Escrow Agent of any of the Escrow Funds or delivery of the Second Closing Documents, or as to the ownership or right of possession thereof, or as to any matter pertaining to this escrow, Escrow Agent may hold and retain in its possession, without liability, any and all of the Escrow Funds and Second Closing Documents until such uncertainty or dispute has been settled pursuant to Article VI of the Construction Agreement and Escrow Agent receives further written instructions from BNSF and the RTD as to the disbursement of the Escrow Funds and delivery of the Second Closing Documents. In the event such uncertainty or dispute is not settled within sixty (60) days of the date of Escrow Agent’s receipt of a Release Objection, or the Escrow Funds are not fully disbursed or Second Closing Documents not delivered as provided herein within five (5) years from the date of this Agreement, Escrow Agent may, at its option, interplead or commence any similar action and deposit the Escrow Funds and the Second Closing Documents with any court having jurisdiction, and thereupon Escrow Agent shall be relieved of all liability with respect thereof; and the undersigned parties agree to pay all costs in such suit and a reasonable sum as attorneys fees. The Parties consent to jurisdiction and venue of such action (subject to Article VI of the Construction Agreement) in the District Court of Denver County or any Federal District Court in the State of Colorado and agree to accept service of such action by mail or in person at the addresses for notice and in the manner set forth in this Agreement.

6. **Matters Related to Escrow Agent.**
a. **Duties of Escrow Agent.** Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Agreement or any other agreement.

b. **Agents.** The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

c. **Reliance.** The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Agreement, RTD, BNSF and Title Company shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit E-1, Exhibit E-2 and Exhibit E-3 to this Agreement. Any Party may, from time to time, supplement or modify such authorized parties by written notice to Escrow Agent.

d. **Right Not Duty Undertaken.** The permissive rights of the Escrow Agent to do things enumerated in this Agreement shall not be construed as duties.

e. **No Financial Obligation.** No provision of this Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Agreement.

f. **Fees.** The Escrow Agent shall be entitled to compensation from RTD for its services ("Escrow Fees") as stated in the fee schedule attached hereto as Exhibit F. Escrow Agent shall pay for the Escrow Fees on an annual basis out of any investment earnings and income on the Escrow Funds but not from any principal. In the event of any shortfall in the amount required to pay Escrow Fees, RTD shall pay such shortfall and shall remit that amount to Escrow Agent as billed by the Escrow Agent on a quarterly basis. The Escrow Fees agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Agreement, or there is any assignment of interest in the subject matter of this Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for the reasonable cost of such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) days of the date due, the Escrow Agent in its sole discretion may charge interest on such amount up to the highest rate permitted by applicable law. Liability for such extraordinary services and reimbursement for all fees, costs, liability and expenses, including reasonable attorneys' fees shall be paid by the party requesting such services or causing such services to be incurred. Escrow Agent shall provide statements not less than quarterly.
g. **Resignation and Termination.** Escrow Agent may upon providing sixty (60) days' written notice to RTD and BNSF, resign its position and terminate its liabilities and obligations hereunder, except with respect to liabilities and obligations arising prior to termination. In such event, RTD and BNSF shall jointly agree on a successor escrow agent, and shall notify Escrow Agent of the same. In the event Escrow Agent is not notified within sixty (60) days of the successor Escrow Agent, Escrow Agent shall be entitled to transfer all funds to a court of competent jurisdiction with a request to have a successor appointed. Upon filing such action and delivering such assets, Escrow Agent’s obligations and responsibilities shall cease. RTD and BNSF may collectively terminate Escrow Agent and appoint a successor escrow agent by providing ten (10) days' written notice to Escrow Agent.

h. **Release.** RTD shall release Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys’ fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, except to the extent such loss, liability, cost, damage or expense shall have been finally adjudicated to have been caused by the negligence or misconduct of the Escrow Agent. The provisions of this Section 6(h) shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

i. **Limitation of Liability.** The Escrow Agent shall not be liable, directly or indirectly, for any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have been finally adjudicated to have directly resulted from the Escrow Agent’s negligence or willful misconduct, or (ii) special, indirect or consequential damages or losses of any kind whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

j. **Merger or Consolidation.** Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

k. **Attachment of Escrow Property; Compliance with Legal Orders.** In the event that any Escrow Funds shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Funds, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

l. **Force Majeure.** The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

m. **Termination.** This Agreement shall automatically terminate (1) upon the distribution of all of...
the Land Purchase Funds, the Construction Funds and the Second Closing Documents in accordance with the terms of this Agreement, or (2) upon written instructions from BNSF and RTD to Escrow Agent directing such termination. This Agreement may be terminated at any time by a written document signed by all Parties.


a. Reporting of Income. The Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Funds shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned by RTD, whether or not such income was disbursed during such calendar year.

b. Tax Identification Numbers. Prior to closing, RTD and BNSF shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The Parties understand that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Funds.

c. Liability for Payment of Taxes. To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Funds, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Funds. RTD shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Funds and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 7(c) is in addition to the release provided in Section 6(h) and shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement.

8. Notices. Except as otherwise expressly provided in this Agreement, all requests, notices, demands, authorizations, directions, consents, waivers or other communications required or permitted under this Agreement shall be in writing and shall either be: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same day courier service that obtains receipts, (iv) delivered by electronic mail with an executed PDF attachment, or (v) delivered via facsimile, with confirmation of receipt by telephone, with an original deposited postage prepaid in the first class mails of the United States, addressed to

RTD at:

Assistant General Manager for Capital Projects
RTD-FasTracks
1560 Broadway 7th Floor
Denver, CO 80202
Attn: Richard Clarke
E-mail: Richard.Clarke@rtd-denver.com
Fax: (303) 299-2452
with copy to:

Henry Stoppelcamp
Engineering Technical Services Manager
RTD-FasTracks
1560 Broadway – 7th Floor
Denver, CO 80202
E-mail: henry.stopplecamp@RTD-Denver.com
Fax: (303) 299-6994

with copy to:

RTD General Counsel
1600 Blake Street
Denver, CO 80202
Attn: Marla Lien
E-mail: Marla.Lien@rtd-denver.com
Fax: (303) 299-2217

or to BNSF at:

BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131
ATTN: David Rankin
Senior General Attorney
E-mail: David.Rankin@BNSF.com
Fax: (817) 352-2398

With copy to:

BNSF Railway Company
2500 Lou Menk Drive, AOB-3
Fort Worth, Texas 76131
ATTN: Alec Vincent
AVP, Treasurer
E-mail: c.vincent@bnsf.com
Fax: (817) 352-4860

To Escrow Agent:

If to the Escrow Agent:

Wells Fargo Bank, National Association
Corporate Trust and Escrow Services
MAC C7300-107
1740 Broadway
Denver, CO 80274
ATTN: Debra M. Rayman, Vice President
E-mail: Debra.m.rayman@wellsfargo.com
Tel: (303) 863-6168
Fax: (303) 863-5645
To Title Company:

HC Peck & Associates
4001 Fox Street
Denver, Colorado 80202
ATTN: J. E. Parker, Executive Vice President and General Counsel
E-mail: jparker@hcpeck.com
Fax: (303) 623-6301

or to such person and at such other addresses as either party may at any time or from time to time designate for itself by notice in accordance herewith. Each such request, notice, demand, authorization, direction, consent, waiver or other document shall be deemed to be delivered to a party when received at its address set forth or designated as above provided.


a. Assignment. Neither this Agreement nor any right or obligation created hereby may be assigned by any Party without the prior written consent of the other Parties or their successors.

b. Governing Law: Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. As all Parties are represented by counsel and as all Parties have equal negotiating power, there shall be no construction in favor of any party due to the fact that counsel for the other Party was responsible for the drafting of the documents.

c. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.

d. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the same shall not affect any other provision of this Agreement, but this Agreement shall be construed in a manner which, as nearly as possible, reflects the original intent of the Parties.

e. Amendment and Modification. This Agreement may be amended or modified only by written agreement executed by the Parties.

f. Waiver. Any waiver of any of the provisions or conditions of this Agreement or any of the rights of a Party hereto shall be valid only if set forth in an instrument in writing signed by the Party granting such waiver. Any waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition shall not operate as a waiver of any other provision.

g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties, their legal representatives, successors, and permitted assigns and shall be effective as of the date it is accepted by Escrow Agent.

h. Attorneys’ Fees. The prevailing Party in any dispute arising from this Agreement shall be entitled to recover from the non-prevailing Party its reasonable attorneys’ fees and expenses, including any incurred in connection with any appeal.

i. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties hereto relating to the Escrow Funds and the Second Closing Documents and supersedes any and all other understandings, negotiations or agreements relating thereto. Notwithstanding the foregoing, as between RTD and BNSF nothing in this Agreement is intended to modify the terms of the Purchase Agreement or Other Agreements (as defined in the Purchase Agreement). Any dispute between RTD and BNSF concerning the subject of this Agreement shall be resolved pursuant to Article VI of the Construction Agreement.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

BNSF RAILWAY COMPANY

By: ________________________________
Name: Richard E. Weicher
Title: Vice President and General Counsel - Regulatory

REGIONAL TRANSPORTATION DISTRICT

By: ________________________________
Name: ________________________________
Title: ________________________________

ESCROW AGENT

WELLS FARGO BANK, National Association

By: ________________________________
Name: ________________________________
Title: ________________________________

TITLE COMPANY

HC Peck & Associates

By: ________________________________
Name: ________________________________
Title: ________________________________
EXHIBIT Q

Description of Triangle Parcel

BNSF Gerspach’s First Addition Parcel

A parcel of land being a portion of Lots 1 through 4, Block 4, Gerspach’s First Addition to Denver, said parcel lying in the Southwest Quarter of Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

COMMENCING at South 1/16th Corner of said Sections 27 and 28;
THENCE N85°22'50"E a distance of 491.63 feet to the Southwest Corner of said Block 4, Gerspach’s First Addition to Denver, being the POINT OF BEGINNING;

THENCE N00°00'42"W coincident with the westerly line of said Block 4 a distance of 3.20 feet to the most southwesterly corner of a parcel of land described in Reception Number 2009012111, as recorded in the City and County of Denver Clerk and Recorder’s Office;
THENCE the following two (2) courses coincident with the southerly lines of said Reception Number 2009012111:
1) S89°57’39"E non-tangent with the following described curve a distance of 6.59 feet;
   2) THENCE on the arc of a curve to the left, having a central angle of 22°38’22", a radius of 396.00 feet, a chord bearing of N52°59’32"E a distance of 155.46 feet, and an arc distance of 156.46 feet to a point of intersection with the easterly line of said Block 4;
THENCE S00°00’42"E coincident with said easterly line of Block 4 and non-tangent with the last described curve, a distance of 96.88 feet to the Southeast Corner of said Block 4;
THENCE N89°57’10"W coincident with the southerly line of said Block 4 a distance of 130.75 feet to the POINT OF BEGINNING.

Containing 5,434 square feet, (0.125 Acres), more or less.

BASIS OF BEARING for this description is the line between said South 1/16th Corner of Sections 27 and 28, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box) and the Southwest 1/16th Corner of said Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box). Said line bears S89°57’10"E (assumed) a distance of 1,323.15 feet.
EXHIBIT R
Form of Triangle Parcel Deed

After Recording Return To:

QUIT CLAIM DEED
(Triangle Parcel)

Grantor: BNSF RAILWAY COMPANY
Grantee: REGIONAL TRANSPORTATION DISTRICT

Legal Description: See Exhibit A attached hereto and incorporated herein (the “Property”).

Grantor, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and under threat of condemnation, quit claims to Grantee, the Property, situated in the County of Denver, State of Colorado, together with all after acquired title of the Grantor therein;

EXCEPTING AND RESERVING THEREFROM, the following easements, covenants, conditions and restrictions, which Grantor and Grantee acknowledge and agree shall run with the land and be binding upon the successors and assigns of Grantor and Grantee forever:

(1) Grantor and Grantee have entered into that certain Joint Corridor Use Agreement dated as of March 31, 2010 (the “Joint Corridor Use Agreement”) concerning the operation and use of the Property and that certain Relocation and Construction Agreement dated as of March 31, 2010 (the “Construction Agreement”) concerning the construction and relocation of certain improvements. The terms and conditions of the Joint Corridor Use Agreement and Construction Agreement are incorporated herein as if fully set forth in this instrument, shall run with the land as restrictions encumbering the Property and be binding upon and inure to the benefit of Grantor’s and Grantee’s successors and assigns and such terms shall be in full force and effect for purposes of this instrument even if the Joint Corridor Use Agreement or Construction Agreement is, for whatever reason, no longer in effect, unless otherwise agreed by the parties in a document signed by both parties and recorded in the real estate records for the County of Denver, State of Colorado.

(2) Grantee must operate any train and related equipment on the Property in a manner that (a) complies with the requirements of 49 C.F.R. Part 238, as such requirements may be amended or waived by the Federal Railroad Administration or any successor agencies (collectively, the “FRA”), and (b) uses only trains and other equipment that do not qualify as light rail operations (as determined by the FRA).

(3) Grantor reserves for itself and its successors and assigns a non-exclusive easement for the purpose of access, and for performing any Cure (as defined in that certain Purchase and Sale Agreement between Grantor and Grantee dated as of ______ concerning the Property, the “Sale Contract”) of an Identified Condition as contemplated in the Sale Contract or any remediation or other response activities concerning Environmental Loss and Damage (as defined in the Joint Corridor Use Agreement) pursuant to the Joint Corridor Use Agreement.
(4) The following restrictions shall be covenants running with the land encumbering the Property and binding on RTD and its successors and assigns and benefiting BNSF and its successors and assigns:

(a) The Property shall be used solely for railroad or industrial purposes and shall not under any circumstance be used as the site for any school, educational facility, daycare or child care facility, hospital, health care facility, nursing home, elder care facility, park, recreational facility, or residence.

(b) The Property may be used for commuter rail operations or other passenger operation by or for Grantee only for so long as the Joint Corridor Use Agreement is in effect, valid and enforceable in its entirety. All commuter rail or other passenger operations by or for Grantee shall be suspended should the Joint Corridor Use Agreement ever be deemed or interpreted to be other than valid, binding and enforceable in its entirety until such time as the Grantor and the Grantee reach a mutually acceptable substitute agreement with which to replace the Joint Corridor Use Agreement.

(c) The Property may not be used for any freight rail operations except by BNSF as contemplated above in this instrument or in the Joint Corridor Use Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the __ day of __________, 200_.

BNSF RAILWAY COMPANY

By ____________________________
Its ____________________________

REGIONAL TRANSPORTATION DISTRICT
Approved as to legal form
By ____________________________
Marla Lien
Its General Counsel

REGIONAL TRANSPORTATION DISTRICT
By ____________________________
Phillip A. Washington
Its General Manager
PURCHASE AND SALE AGREEMENT
QUIT CLAIM DEED
(Triangle Parcel)

Grantor: BNSF RAILWAY COMPANY
Grantee: REGIONAL TRANSPORTATION DISTRICT

Legal Description: See Exhibit A attached hereto and incorporated herein (the “Property”).

Grantor, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and under threat of condemnation, quit claims to Grantee, the Property, situated in the County of Denver, State of Colorado, together with all after acquired title of the Grantor therein;

EXCEPTING AND RESERVING THEREFROM, the following easements, covenants, conditions and restrictions, which Grantor and Grantee acknowledge and agree shall run with the land and be binding upon the successors and assigns of Grantor and Grantee forever:

1) Grantor and Grantee have entered into that certain Joint Corridor Use Agreement dated as of March 31, 2010 (the “Joint Corridor Use Agreement”) concerning the operation and use of the Property and that certain Relocation and Construction Agreement dated as of March 31, 2010 (the “Construction Agreement”) concerning the construction and relocation of certain improvements. The terms and conditions of the Joint Corridor Use Agreement and Construction Agreement are incorporated herein as if fully set forth in this instrument, shall run with the land as restrictions encumbering the Property and be binding upon and inure to the benefit of Grantor’s and Grantee’s successors and assigns and such terms shall be in full force and effect for purposes of this instrument even if the Joint Corridor Use Agreement or Construction Agreement is, for whatever reason, no longer in effect, unless otherwise agreed by the parties in a document signed by both parties and recorded in the real estate records for the County of Denver, State of Colorado.

2) Grantee must operate any train and related equipment on the Property in a manner that (a) complies with the requirements of 49 C.F.R. Part 238, as such requirements may be amended or waived by the Federal Railroad Administration or any successor agencies (collectively, the “FRA”), and (b) uses only trains and other equipment that do not qualify as light rail operations (as determined by the FRA).

3) Grantor reserves for itself and its successors and assigns a non-exclusive easement for the purpose of access, and for performing any Cure (as defined in that certain Purchase and Sale Agreement between Grantor and Grantee dated as of March 31, 2010 concerning the Property, the “Sale Contract”) of an Identified Condition as contemplated in the Sale Contract or any remediation or other response activities
concerning Environmental Loss and Damage (as defined in the Joint Corridor Use Agreement) pursuant to the Joint Corridor Use Agreement.

(4) The following restrictions shall be covenants running with the land encumbering the Property and binding on RTD and its successors and assigns and benefiting BNSF and its successors and assigns:

(a) The Property shall be used solely for railroad or industrial purposes and shall not under any circumstance be used as the site for any school, educational facility, daycare or child care facility, hospital, health care facility, nursing home, elder care facility, park, recreational facility, or residence.

(b) The Property may be used for commuter rail operations or other passenger operations by or for Grantee only for so long as the Joint Corridor Use Agreement is in effect, valid and enforceable in its entirety. All commuter rail or other passenger operations by or for Grantee shall be suspended should the Joint Corridor Use Agreement ever be deemed or interpreted to be other than valid, binding and enforceable in its entirety until such time as the Grantor and the Grantee reach a mutually acceptable substitute agreement with which to replace the Joint Corridor Use Agreement.

(c) The Property may not be used for any freight rail operations except by BNSF as contemplated above in this instrument or in the Joint Corridor Use Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the 31st day of March, 2010.

BNSF RAILWAY COMPANY

By: Richard E. Weicher
Name: Richard E. Weicher
Title: Vice President and General Counsel - Regulatory

REGIONAL TRANSPORTATION DISTRICT
Approved as to legal form
By: Marla Lien
Its General Counsel

REGIONAL TRANSPORTATION DISTRICT
By: Phillip A. Washington
Its General Manager
STATE OF COLORADO  )  
COUNTY OF DENVER  ) ss.

This instrument was acknowledged before me on March 31, 2010, by Richard E. Weicher as Vice President and General Counsel - Regulatory of BNSF RAILWAY COMPANY, a Delaware corporation.

Notary Public

My commission expires: June 8, 2010

STATE OF COLORADO  )  
COUNTY OF DENVER  ) ss.

This instrument was acknowledged before me on March 31, 2010, by Phillip A. Washington as General Manager of REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado.

Notary Public

My commission expires: June 8, 2010
EXHIBIT A

Description of Triangle Parcel

BNSF Gerspach's First Addition Parcel

A parcel of land being a portion of Lots 1 through 4, Block 4, Gerspach's First Addition to Denver, said parcel lying in the Southwest Quarter of Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

COMMENCING at South 1116th Corner of said Sections 27 and 28;
THENCE N85°22'50"E a distance of 491.63 feet to the Southwest Corner of said Block 4, Gerspach's First Addition to Denver, being the POINT OF BEGINNING;

THENCE N00°00'42"W coincident with the westerly line of said Block 4 a distance of 3.20 feet to the most southwesterly corner of a parcel of land described in Reception Number 2009012111, as recorded in the City and County of Denver Clerk and Recorder's Office;
THENCE the following two (2) courses coincident with the southerly lines of said Reception Number 2009012111;
1) S89°57'39"E non-tangent with the following described curve a distance of 6.59 feet;
2) THENCE on the arc of a curve to the left, having a central angle of 22°38'22", a radius of 396.00 feet, a chord bearing of N52°59'32"E a distance of 155.46 feet, and an arc distance of 156.46 feet to a point of intersection with the easterly line of said Block 4;
THENCE S00°00'42"E coincident with said easterly line of Block 4 and non-tangent with the last described curve, a distance of 96.88 feet to the Southeast Corner of said Block 4;
THENCE N89°57'10"W coincident with the southerly line of said Block 4 a distance of 130.75 feet to the POINT OF BEGINNING.

Containing 5,434 square feet, (0.125 Acres), more or less.

BASIS OF BEARING for this description is the line between said South 1116th Corner of Sections 27 and 28, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box) and the Southwest 1116th Corner of said Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box). Said line bears S89°57'10"E (assumed) a distance of 1,323.15 feet.
EXHIBIT S

Wewatta Parcel Description

BNSF DUS Wewatta Parcel

A parcel of land lying in the Southwest Quarter of the Southwest Quarter of Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

COMMENCING at South 1/16th Corner of said Sections 27 and 28;
THENCE S89°57'10"E coincident with the northerly line of said Southwest Quarter of the Southwest Quarter of Section 27 a distance of 568.43 feet, to an intersection point of said northerly line, and the northeasterly line of a parcel of land described in Reception Number 9300068309, as recorded in the City and County of Denver Clerk and Recorder's Office, being the POINT OF BEGINNING;

THENCE continuing S89°57'10"E coincident with said northerly line of the Southwest Quarter of the Southwest Quarter of Section 27, a distance of 164.79 feet to an intersection point of said northerly line and the northwesterly line of old Wewatta Street as shown on Gaston’s Addition to the City of Denver;
THENCE S44°51'17"W coincident with said northwesterly line of old Wewatta, a distance of 436.11 feet to an intersection point of said northwesterly line of old Wewatta, and the southeasterly line of said parcel described in Reception Number 9300068309;
THENCE the following two (2) courses along said southeasterly line, and said northeasterly line of said parcel described in Reception Number 9300068309;
- 1) THENCE N38°38'59"E a distance of 321.45 feet;
- 2) THENCE N44°51'17"W a distance of 82.17 feet to the POINT OF BEGINNING.

Containing 12,373 square feet, (0.284 Acres), more or less.

BASIS OF BEARING for this description is the line between said South 1/16th Corner of Sections 27 and 28, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box) and the Southwest 1/16th Corner of said Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box). Said line bears S89°57'10"E (assumed) a distance of 1,323.15 feet.
QUIT CLAIM DEED
(Wewatta Parcel)

Grantor: BNSF RAILWAY COMPANY
Grantee: REGIONAL TRANSPORTATION DISTRICT

Legal Description: See Exhibit A attached hereto and incorporated herein (the “Property”).

Grantor, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and under threat of condemnation, quit claims to Grantee, the Property, situated in the County of Denver, State of Colorado, together with all after acquired title of the Grantor therein including structures but excluding all track, ties, ballast, signal, telecommunication and associated improvements, fixtures or equipment located thereon (Grantee acknowledges that certain bridges and other structures on the Property are owned by public agencies);

EXCEPTING AND RESERVING THEREFROM, the following easements, covenants, conditions and restrictions, which Grantor and Grantee acknowledge and agree shall run with the land and be binding upon the successors and assigns of Grantor and Grantee forever:

(1) Grantor reserves for itself and its successors and assigns an exclusive easement for freight railroad purposes. Such freight railroad easement includes, without limitation, the non-exclusive right to the construction, maintenance, operation, repair, replacement (including relocation of existing) of railroad track, ties, ballast, bridges, structures, signals, telecommunication systems and associated improvements by Grantor or others permitted by Grantor and the operation of Amtrak service, all in accordance with the provisions of the Joint Corridor Use Agreement (defined below) and Construction Agreement (defined below). Grantor shall have an easement across the Property for utilities serving the Property.

(2) Grantor and Grantee have entered into that certain Joint Corridor Use Agreement dated as of March 31, 2010 (the “Joint Corridor Use Agreement”), concerning the operation and use of the Property and that certain Relocation and Construction Agreement dated as of March 31, 2010 (the “Construction Agreement”). The terms and conditions of the Joint Corridor Use Agreement and Construction Agreement are incorporated herein as if fully set forth in this instrument, shall run with the land as restrictions encumbering the Property and be binding upon and inure to the benefit of Grantor’s and Grantee’s successors and assigns and such terms shall be in full force and effect for purposes of this instrument even if the Joint Corridor Use Agreement or Construction Agreement is, for whatever reason, no longer in effect, unless otherwise agreed by the parties in a document signed by both parties and recorded in the real estate records for the County of Jefferson, State of Colorado.

(3) Grantee must operate any train and related equipment on the Property in a manner that (a) complies with the requirements of 49 C.F.R. Part 238, as such requirements may be amended or waived by the Federal Railroad Administration or any successor agencies (collectively, the “FRA”),
and (b) uses only trains and other equipment that do not qualify as light rail operations (as determined by the FRA).

(4) Grantor reserves for itself and its successors and assigns a non-exclusive easement for the purpose of access, and for performing any Cure (as defined in that certain Purchase and Sale Agreement between Grantor and Grantee dated as of ______ concerning the Property, the "Sale Contract") of an Identified Condition as contemplated in the Sale Contract or any remediation or other response activities concerning Environmental Loss and Damage (as defined in the Joint Corridor Use Agreement) pursuant to the Joint Corridor Use Agreement.

(5) The following restrictions shall be covenants running with the land encumbering the Property and binding on RTD and its successors and assigns and benefiting BNSF and its successors and assigns:

(a) The Property shall be used solely for railroad or industrial purposes and shall not under any circumstance be used as the site for any school, educational facility, daycare or child care facility, hospital, health care facility, nursing home, elder care facility, park, recreational facility, or residence.

(b) The Property may be used for commuter rail operations or other passenger operation by or for Grantee only for so long as the Joint Corridor Use Agreement is in effect, valid and enforceable in its entirety. All commuter rail or other passenger operations by or for Grantee shall be suspended should the Joint Corridor Use Agreement ever be deemed or interpreted to be other than valid, binding and enforceable in its entirety until such time as the Grantor and the Grantee reach a mutually acceptable substitute agreement with which to replace the Joint Corridor Use Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the _____ day of __________, 200__.

BNSF RAILWAY COMPANY

By __________________________
Its

REGIONAL TRANSPORTATION DISTRICT
Approved as to legal form

By __________________________
Marla Lien
Its General Counsel

REGIONAL TRANSPORTATION DISTRICT

By __________________________
Phillip A. Washington
Its General Manager
PURCHASE AND SALE AGREEMENT
QUIT CLAIM DEED
(Wewatta Parcel)

Grantor: BNSF RAILWAY COMPANY
Grantee: REGIONAL TRANSPORTATION DISTRICT

Legal Description: See Exhibit A attached hereto and incorporated herein (the "Property").

Grantor, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and under threat of condemnation, quit claims to Grantee, the Property, situated in the County of Denver, State of Colorado, together with all after acquired title of the Grantor therein including structures but excluding all track, ties, ballast, signal, telecommunication and associated improvements, fixtures or equipment located thereon (Grantee acknowledges that certain bridges and other structures on the Property are owned by public agencies);

EXCEPTING AND RESERVING THEREFROM, the following easements, covenants, conditions and restrictions, which Grantor and Grantee acknowledge and agree shall run with the land and be binding upon the successors and assigns of Grantor and Grantee forever:

(1) Grantor reserves for itself and its successors and assigns an exclusive easement for freight railroad purposes. Such freight railroad easement includes, without limitation, the non-exclusive right to the construction, maintenance, operation, repair, replacement (including relocation of existing) of railroad track, ties, ballast, bridges, structures, signals, telecommunication systems and associated improvements by Grantor or others permitted by Grantor and the operation of Amtrak service, all in accordance with the provisions of the Joint Corridor Use Agreement (defined below) and Construction Agreement (defined below). Grantor shall have an easement across the Property for utilities serving the Property.

(2) Grantor and Grantee have entered into that certain Joint Corridor Use Agreement dated as of March 31, 2010 (the "Joint Corridor Use Agreement"), concerning the operation and use of the Property and that certain Relocation and Construction Agreement dated as of March 31, 2010 (the "Construction Agreement"). The terms and conditions of the Joint Corridor Use Agreement and Construction Agreement are incorporated herein as if fully set forth in this instrument, shall run with the land as restrictions encumbering the Property and be binding upon and inure to the benefit of Grantor’s and Grantee’s successors and assigns and such terms shall be in full force and effect for purposes of this instrument even if the Joint Corridor Use Agreement or Construction Agreement is, for whatever reason, no longer in effect, unless otherwise agreed by the parties in a document signed by both parties and recorded in the real estate records for the County of Jefferson, State of Colorado.

(3) Grantee must operate any train and related equipment on the Property in a manner that (a) complies with the requirements of 49 C.F.R. Part 238, as such requirements may be amended or waived by the Federal Railroad Administration or any successor agencies.
(collectively, the “FRA”), and (b) uses only trains and other equipment that do not qualify as light rail operations (as determined by the FRA).

(4) Grantor reserves for itself and its successors and assigns a non-exclusive easement for the purpose of access, and for performing any Cure (as defined in that certain Purchase and Sale Agreement between Grantor and Grantee dated as of March 31, 2010 concerning the Property, the “Sale Contract”) of an Identified Condition as contemplated in the Sale Contract or any remediation or other response activities concerning Environmental Loss and Damage (as defined in the Joint Corridor Use Agreement) pursuant to the Joint Corridor Use Agreement.

(5) The following restrictions shall be covenants running with the land encumbering the Property and binding on RTD and its successors and assigns and benefiting BNSF and its successors and assigns:

(a) The Property shall be used solely for railroad or industrial purposes and shall not under any circumstance be used as the site for any school, educational facility, daycare or child care facility, hospital, health care facility, nursing home, elder care facility, park, recreational facility, or residence.

(b) The Property may be used for commuter rail operations or other passenger operation by or for Grantee only for so long as the Joint Corridor Use Agreement is in effect, valid and enforceable in its entirety. All commuter rail or other passenger operations by or for Grantee shall be suspended should the Joint Corridor Use Agreement ever be deemed or interpreted to be other than valid, binding and enforceable in its entirety until such time as the Grantor and the Grantee reach a mutually acceptable substitute agreement with which to replace the Joint Corridor Use Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the 31st day of March, 2010.

BNSF RAILWAY COMPANY

By ____________________________
Richard E. Weicher
Vice President & General Counsel - Regulatory

REGIONAL TRANSPORTATION DISTRICT

Approved as to legal form

By ____________________________
Marla Lien
Its General Counsel

REGIONAL TRANSPORTATION DISTRICT

By ____________________________
Phillip A. Washington
Its General Manager
STATE OF COLORADO } ) ss.
COUNTY OF DENVER )

This instrument was acknowledged before me on March 31, 2010, by Richard E. Weicher as Vice President & General Counsel - Regulatory of BNSF Railway Company, a Delaware corporation.

(Seal)

Notary Public
My commission expires: June 8, 2010

COUNTY OF DENVER )

STATE OF COLORADO ) ss.

This instrument was acknowledged before me on March 31, 2010, by Philip A. Washington as General Manager of REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado.

(Seal)

Notary Public
My commission expires: June 8, 2010
EXHIBIT A

Wewatta Parcel Description

A parcel of land lying in the Southwest Quarter of the Southwest Quarter of Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

COMMENCING at South 1/16th Corner of said Sections 27 and 28;
THENCE S89°57'10"E coincident with the northerly line of said Southwest Quarter of the Southwest Quarter of Section 27 a distance of 568.43 feet, to an intersection point of said northerly line, and the northeasterly line of a parcel of land described in Reception Number 9300068309, as recorded in the City and County of Denver Clerk and Recorder’s Office, being the POINT OF BEGINNING;

THENCE continuing S89°57'10"E coincident with said northerly line of the Southwest Quarter of the Southwest Quarter of Section 27, a distance of 164.79 feet to an intersection point of said northerly line and the northwesterly line of old Wewatta Street as shown on Gaston's Addition to the City of Denver;
THENCE S44°51'20"W coincident with said northwesterly line of old Wewatta, a distance of 436.11 feet to an intersection point of said northwesterly line of old Wewatta, and the southeasterly line of said parcel described in Reception Number 9300068309;
THENCE the following two (2) courses along said southeasterly line, and said northeasterly line of said parcel described in Reception Number 9300068309:
1) THENCE N38°38'59"E a distance of 321.45 feet;
2) THENCE N44°51'17"W a distance of 82.17 feet to the POINT OF BEGINNING.

Containing 12,373 square feet, (0.284 Acres), more or less.

BASIS OF BEARING for this description is the line between said South 1/16th Corner of Sections 27 and 28, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box) and the Southwest 1/16th Corner of said Section 27, Township 3 South, Range 68 West of the 6th Principal Meridian (Found aluminum cap in range box). Said line bears S89°57'10"E (assumed) a distance of 1,323.15 feet