

TCC's DUSPA Issues

August 2, 2011

	Item	Target Date	Comments
	ISSUES		
1	Environmental Risk in Bus Box Excavation	Oct.-Nov. 2011	Excavation Complete 2011
2	Funding Issues	Sept. 2011	Amend RRIF Work Plan; Resolve Retainage/Shared Savings Payments
3	DUS Cooling	2013	LPC - Station Impacts
4	Amtrak Move-In Location in DUS	2012	RTD RFQ Process; RFP out 8/3 – 60 days
5	Public Parking	2012	Location and Budget – DURA \$
6	Maintenance Responsibilities/Budgets	2014	CPV District/USNC/RTD/City
7	Land for Pedestrians at Millennium Bridge	June 2011	Close by August 15 LRT Opening
8	Purchase & Sale Agreement for Stairs/Elevator	July 2011	Negotiating Agreement
	IN PROGRESS		
9	LRT Cutover	July 23 – August 15, 2011	On Schedule
10	Tail Track Plaza Design/Construction	June 2011	DUSPA stop design; credit to construction budget; USNC designs
11	Crosswalk Enhancements	2012	Wynkoop Strategy
12	FASTER IGA & Scope	July 2011	Negotiating Agreement
13	18 th Street Acquisition	June 2012	RTD appraisals in process
14	Triangle Parcel Closing	July – November, 2011	August 3 Closing
15	Public Art Solicitation – Phase I	June, 2011	RTD Selected 3 Artists for Interpretive Signs – Aug. 10 Selection
16	DTP Enhancements – Train Hall OCS	On-going	Reimbursement Agreement with RTD – Train Hall OCS
17	Temporary Amtrak Platform & Track Extension	ASAP	RTD will invoice Amtrak now and forward the funds to DUSPA to pay Kiewit
	RESOLVED		
18	Market Street Station Closing	June 2011	Closed; Funds to DUSPA; all payables paid
19	Trans Vac Waste Collection	urgent	No Activity – Dead
20	Wynkoop Plaza Design	LPC May 17, 2011	Approved by LPC, including fountain barriers (7/28/11)
21	Crosswalk Enhancements	June 2011	Chestnut/Wewatta Resolved



OFFICE OF THE MAYOR

Civic Center • 500 East Third Street, Suite 330 • Loveland, CO 80537
(970) 962-2303 • Fax (970) 962-2900 • TDD (970) 962-2620
www.cityofloveland.org

July 21, 2011

Elbra Wedgeworth, DUSPA Board President
C/O Denver Health
777 Bannock St.
Denver, CO 80204-4507

Dear Denver Union Station Planning Directors,

On behalf of the City of Loveland and our North Front Range neighbors, please consider this request for CDOT, as a member of DUSPA, to be given responsibility for planning and implementation of meaningful commuter/intercity bus and commuter/passenger rail service operations at Denver Union Station (DUS). Recent CDOT EIS studies for north and south I-25 have identified increased use of commuter bus and future commuter/passenger rail along these corridors with DUS serving as the central hub. Coloradans need and deserve a facility that efficiently and effectively links all our communities with all transportation modes. Specifically, we support CDOT conducting a statewide, interregional connectivity study for commuter/intercity bus and commuter/passenger rail needs at or near Denver Union Station.

There is a lack of sufficient capacity in current plans for DUS to handle the existing intercity buses, Front Range Express (FREX) service, and future services from the North Front Range (FLEX) bus service, commuter/passenger rail and the I-70 Mountain corridor. The new Regional Transit District (RTD) underground bus bay at DUS includes just two loading bays for commercial bus services, and there appears to be no space planned for accommodating the need for regional and intercity buses that will require longer dwell times than local transit buses. Signatory communities and transit entities to this letter seek effective and efficient connections with other transit modes and services, and most particularly with the Amtrak and RTD rail networks.

With the recent establishment of the CDOT Division of Transit and Rail, along with the opportunities created with the continued development of the Downtown Denver (RTD) Denver Union Station, we are requesting that this new division be assigned the responsibility of securing an appropriate location for commuter and intercity transit that will effectively connect our communities and facilitate the use of all transportation modes in traveling to our state capitol and business center. We are anticipating that a portion of the newly created State funding pool for inter-regional transit connections, known as FASTER, can be considered by CDOT if needed to help fund this effort.

Ensuring a place for meaningful and efficient commuter/intercity bus transit and commuter/passenger rail connections in Downtown Denver, specifically at or adjacent to DUS, is needed particularly due to the RTD's many routes and services connecting at the new hub, along with access to existing and possibly expanded intra and inter-state passenger rail services. Downtown Denver is already a significant transit-destination for our communities with many employment opportunities and services requiring a transit hub facility that will serve as



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a convenient connecting point for all transit and rail passengers traveling between communities within Colorado and beyond.

The benefits of planning and providing for convenient transit and rail connections between a variety of services and destinations are well known. Citizens throughout the state, including members of the Metro Denver communities, would equally benefit from the creation of a passenger-friendly connecting facility at DUS. We believe that this issue depends upon the agreement of DUSPA, RTD, the City of Denver, and CDOT. Moreover, CDOT is in a unique position to focus this effort on behalf of the citizens of Colorado because of its statewide transit representation and the availability of FASTER transit funds that could be used for improvements.

Reliable affordable transit and rail services benefit all citizens of the state including: commuters, students, seniors, those with physical challenges, parents with children, and those citizens who cannot or would prefer not to afford the cost of private vehicle ownership and operations. We all know that transit and rail services mitigate traffic congestion and help improve air quality and with the rising cost of gasoline, the demand for such service is also expected to increase.

Thank you for considering this request.

Sincerely,

A handwritten signature in blue ink, reading "Cecil A. Gutierrez", enclosed in a rectangular box.

Cecil A. Gutierrez, Mayor
City of Loveland, Colorado



Denver Union Station Project Authority

c/o Trammell Crow Company
1225 17th Street, Suite 3050
Denver, Colorado 80202
303-628-7444

.....DRAFT 2.....

July 28, 2011

The Honorable Cecil A. Gutierrez
Mayor of Loveland
Civic Center
500 E. Third Street
Suite 330
Loveland, CO 80537

Dear Mayor Gutierrez:

The Denver Union Station Project Authority (DUSPA) is in receipt of your letter dated July 21, 2011, requesting a regional connectivity study for commuter and inter-city bus service at or near Denver Union Station.

DUSPA was created as a non-profit authority by the City & County of Denver, the Regional Transportation District (RTD), Colorado Department of Transportation (CDOT) and the Denver Regional Council of Governments (DRCOG) to finance, design and construct the multi-modal transportation center as outlined in the adopted DUS Master Plan and EIS process, which was undertaken and approved by the aforementioned four (4) public agencies. RTD will be the operator of the facility once complete.

While DUSPA is committed to making DUS the most vital transportation center possible, it is RTD's responsibility to determine the on-going operations of the facility. The adopted plan identifies two (2) bus bays reserved for inter-city bus out of the 22 bus bay facility. Six (6) additional bus storage spaces have been added to the facility. How, and to whom, those bus bays are allocated and scheduled is up to RTD. It is our understanding that no entity has yet requested use of the facility beyond RTD's own operations.

At this point we are well beyond any ability to expand or modify the bus facility, but we hope that you and others can work closely with RTD to appropriately satisfy regional demand at the facility. We also recommend that you work closely with CDOT's Division of Transit and Rail to evaluate your concerns. DUSPA is responsible for building the facility. It is certainly our expectation that the facility is fully utilized to serve regional transit objectives. As a result, we would strongly urge you to meet with RTD and CDOT as soon as possible to assure that your concerns are acknowledged.

Thanks for your concern and interest.

Sincerely,

Elbra Wedgeworth
President

cc: Michael Hancock, Mayor, City of Denver
Phil Washington, Director, RTD
Mark Imhoff, Director, Division of Transit & Rail, CDOT

July 26, 2011

Mr. Earl Wilkinson, President
Pueblo Transit
350 South Grand Avenue
Pueblo, Colorado 81003

Dear Mr. Wilkinson:

Thank you for your recent letter sharing your concerns regarding the design and implementation of the underground regional bus facility at the Denver Union Station (DUS). RTD shares your view of the importance of the DUS project and what it means to intermodal transit and mobility for the state. However, the project's ability to accommodate all potential bus operations with individual bus bays is understandably limited.

While RTD owns and is responsible for working with DUSPA to plan and implement the transit improvements at DUS, CDOT has been present and involved in all phases of the design development for the regional bus facility. This involvement has increased since the establishment of the Division of Transit and Rail. Additionally, RTD personnel have been actively involved in conversations with CDOT personnel regarding current and future intercity bus services that may impact the DUS and other projects in the District.

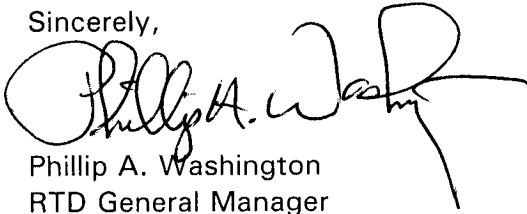
The RTD has a long-standing cooperative agreement with Mountain Metropolitan Transit (operators of the FREX) as we allow access to designated bus bays at the Arapahoe Village City Center Station in Greenwood Village (DTC). We also provide access to and share RTD's bus stops with FREX service in Downtown Denver. Recently we have made an agreement with the operators of the FLEX service, where we share access to RTD's 8th and Coffman park-n-Ride facility in the City of Longmont, which is the southernmost terminal for the current FLEX service. We anticipate working with both of these carriers in coordinating access in or near the DUS bus facility, should either carrier wish to do so.

Given the size and complexity of the DUS project as a whole, FasTracks planners were charged with designing a facility to accommodate known and anticipated RTD needs while also addressing needs of other carriers identified by our planning partners. This was done within the constraints of the project budget as well as within the physical constraints of the site. The result is a facility that addresses known and anticipated RTD bus operations as well as some level of intercity bus operations. While we believe it may be possible to accommodate additional bus service in the "bus box", a careful analysis of proposed operations and a review of policy/agreements are needed. If you would like to discuss this issue further, our Operations and Service Planning staff would be happy to meet with you

and members of your staff. Please contact Mr. Bruce Abel, Assistant General Manager of Bus Operations at 303-299-2839 or by email at Bruce.Abel@RTD-Denver.com

Thank you for your interest in our operations and for your comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Phillip A. Washington". The signature is fluid and cursive, with a large initial "P" and a long, sweeping underline.

Phillip A. Washington
RTD General Manager

cc: Mark Imhoff, Colorado Department of Transportation, Division of Transit and Rail
Elbra Wedgeworth, Denver Union Station Project Authority (DUSPA), Board President
Michael Hancock, Mayor, City/County of Denver
Bruce Abel, RTD, Assistant General Manager, Bus Operations
Rick Clarke, RTD, Assistant General Manager, Capital Programs
Mike Gil, RTD, Deputy Assistant General Manager, Bus Operation
A. Jeff Becker, RTD, Senior Manager of Service Development
Jerry Nery, RTD, Engineering Project Manager, Denver Union Station
Jessie Carter, RTD, Manager of Service Planning and Scheduling
Robert Rynerson, RTD, Senior Service Planner/Scheduler



PUEBLO

T R A N S I T

6/24/11

To: Mark Imhoff; Colorado Department of Transportation (CDOT) Division of Transit and Rail,
Director Phillip Washington; Regional Transportation District (RTD), General Manager
Elbra Wedgeworth, Denver Union Station Project Authority (DUSPA), Board President
Michael Hancock, City of Denver, Mayor

Dear Denver Union Station Planning Directors,

On behalf of our community, and others along Colorado's Front Range, please consider this request for CDOT, as a member of DUSPA, be given responsibility in planning and implementation of meaningful commuter and intercity bus operations at Denver Union Station (DUS). Colorado needs and deserves a facility that can efficiently and effectively link all our communities with all transportation modes. Specifically, we support CDOT conducting an interregional connectivity study for commuter and intercity bus needs at or near Denver Union Station.

There is a lack of sufficient capacity in current plans of DUS to handle a complete array of existing intercity buses, existing Front Range Express (FREX) service, and future services from the North Front Range (FLEX) and the I-70 Mountain corridor. With only two loading bays available for commercial bus services in the underground bus box, and the need for Regional and Intercity buses to have longer dwell times than a local transit bus, the two bays will be inadequate to handle expected demand for bus bays. Signatory communities and transit entities to this letter wish for Colorado to have an effective and efficient connection with other transit modes and services, particularly with the Amtrak and RTD rail networks.

Given the recently created role for transit at CDOT, in its establishment of the Division of Transit and Rail, and the opportunities created with the continued development of the Downtown Denver (RTD) Denver Union Station, we are requesting that the CDOT Division of Transit and Rail be assigned the responsibility of securing a location for proper commuter and intercity transit desperately needed for the citizens of our communities to easily travel to our state's capitol and business hub. Recent CDOT EIS studies for north and south I-25 have also investigated increased use of commuter bus and future passenger rail along I-25 from our communities that ideally should be addressed at DUS. We are anticipating that a portion of the newly created State funding pool for inter-regional transit connections, known as FASTER, may be able to be considered by CDOT if needed to help foster this effort.



PUEBLO

T R A N S I T

Ensuring a place for meaningful and efficient Commuter and Intercity bus transit connections in Downtown Denver, specifically at or adjacent to RTD's Denver Union Station (DUS) is needed. This is because the Regional Transit District (RTD) has many connecting routes and services that will connect at the new Denver Union Station hub in the next few years. Downtown Denver itself is also already a strong transit-destination for our communities with many offices and services within a relatively compact walkable area. Downtown Denver also serves as a convenient connecting point for transit riders traveling between communities within Colorado – thus servicing as a statewide transit hub.

The benefits of planning and providing for convenient transit connections between a variety of services and destinations are well known and obvious. Citizens from across the State would equally benefit with the citizens of Metro Denver by creating a good connecting facility at DUS. We believe that this issue depends upon the agreement of DUSPA, RTD, the City of Denver, and CDOT. Moreover, CDOT is in a unique position to best foster this effort on the behalf of citizens from our communities and across the state because of its statewide transit representation and the availability of FASTER transit funds that could be used for improvements.

Reliable affordable transit services benefit all citizens of the state including: commuters, students, seniors, citizens in wheelchairs, parents with children, and citizens who cannot afford the cost to own and operate their own vehicle. Transit services also mitigate traffic congestion and help improve air quality. With the rising cost of gasoline, the demand for such service is also expected to increase.

Thank you for considering this request.

Sincerely,

Earl Wilkinson, President of Pueblo Transit

[DUSPA LETTERHEAD]

August 4, 2011

Pine-EWP Holdings I, LLC
c/o East West Urban Investor, LLC
1701 Wynkoop Street, Suite 140, Box 47
Denver, CO 80202
Attn: Mark Smith

Re: Master Development Agreement dated August __, 2009 (the “**MDA**”)

Dear Mark:

Denver Union Station Project Authority (“**DUSPA**”) entered into the MDA with Union Station Neighborhood Company (“**USNC**”). The MDA affects certain parcels of land within the Denver Union Station redevelopment area (the “**DUS Area**”), including parcels known as the South Wing Parcel and the Triangle Parcel. You have informed DUSPA that you are a joint venture which is operated on a day-to-day basis by an affiliate of East West Partners (which is an affiliate of USNC) and that you or your subsidiaries, members or affiliates plan to purchase the South Wing Parcel and the Triangle Parcel. Prior to making your investment, you have requested confirmation of certain facts with respect to the MDA. Capitalized terms used but not defined herein shall have the meanings set forth in the MDA.

The MDA obligates DUSPA to construct certain public improvements within the DUS Area, as more particularly set forth therein. As of this date and to the best of our knowledge and belief:

1. The MDA, as modified by the first and second amendments both approved effective as of September 2, 2010, is in full force and effect, and the MDA has not been further amended. To our knowledge, there are no material defaults existing under the MDA, and DUSPA has not sent any prior notice of default to USNC or any of its affiliates.
2. Per Section 3.1(a) of the MDA, DUSPA is satisfied that at least \$28,000,000 has been allocated and made available to pay the costs of the Public Space Surface Improvements and related Construction Hard Costs. The attached letter of May 31, 2011 from USNC to Bill Mosher describes in more detail the associated cost components and certain revisions that have been made to the 90% plans.
3. Of the total funds (“**Funds**”) required for completion of DUSPA’s work under the Denver Union Station Project described in the MDA, a total of \$489,002,000 has been secured or committed, \$191,830,000 has already been drawn, and \$297,172,000 remains subject to the loan commitment and future draw applications in accordance with the requirements set forth in the financing documents related to the loans from the USDOT.

4. DUSPA has not encountered an issue on draw requests to date that has been unresolvable, and we don't anticipate future issues that would prevent DUSPA from drawing down the remainder of the Funds needed to complete the Denver Union Station Project.

5. DUSPA has not received notice of, and has no knowledge of, any default, potential default, reduction or termination of availability from any of the parties from which DUSPA is entitled to obtain payment of the Funds.

6. DUSPA intends for the Tail Tracks Area to be developed as a public space. However, DUSPA and USNC agreed to defer further work on those plans until plans on the adjacent Triangle Parcel are underway.

7. DUSPA is aware of two lawsuits filed that involved the project. ColoRail filed a case against DUSPA and RTD on March 1, 2010 (case number 1:10-cv-00452-WJM), seeking a preliminary injunction to halt the project. This lawsuit was consolidated with an earlier lawsuit filed by ColoRail on May 18, 2009 (case number 1:09-cv-01135 WJM-KMT), against the Federal Transit Authority (FTA) alleging NEPA violations (and indirectly implicating RTD, DUSPA, the City and County of Denver, and CDOT as parties working to bring the project to completion). The 2010 preliminary injunction case was dismissed on December 15, 2010, and DUSPA and RTD were dismissed as parties to the original lawsuit. The court has yet to rule on the merits of ColoRail's NEPA challenge.

8. Other than self-amending provisions and provisions that contemplate amendment as drafted, there are no amendments to or current plans to amend the MDA, the Declaration of Covenants and Easements for the Denver Union Station Historic Zone and Related Areas dated June 25, 2010 or the South Wing Parcel Development Agreement (16th Street, Outdoor Seating and Activity Zone and Access Corridor) dated as of December 15, 2010, in a manner which would result in additional costs or obligations to be incurred by an owner of either the South Wing Parcel or the Triangle Parcel. To our knowledge, there are no material defaults existing under the South Wing Parcel Development Agreement.

9. DUSPA has identified the utility trunk line locations, and there are no utility trunk lines planned to be installed by DUSPA in the shaded area adjacent to the Triangle Parcel, as shown on the attached exhibit.

This letter may be relied upon by the addressee, its affiliates (including its members and the entity that purchases the Triangle Parcel and the South Wing Parcel) and any lender on the Triangle Parcel or South Wing Parcel, as well as the successors and assigns of each of them.

Very truly yours,

DENVER UNION STATION PROJECT AUTHORITY

By: _____

Name: Elbra Wedgworth

Its: President

DRAFT
RESPOND



PUEBLO T R A N S I T

*get my
response
to Roger*

*- EIS finalized
- US DOT auth
project
- request is RTD*

6/24/11

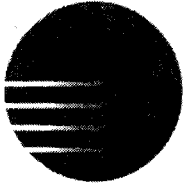
To: Mark Imhoff; Colorado Department of Transportation (CDOT) Division of Transit and Rail,
Director Phillip Washington; Regional Transportation District (RTD), General Manager
Elbra Wedgeworth, Denver Union Station Project Authority (DUSPA), Board President
Michael Hancock, City of Denver, Mayor

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PUEBLO T R A N S I T

Ensuring a place for meaningful and efficient Commuter and Intercity bus transit connections in Downtown Denver, specifically at or adjacent to RTD's Denver Union Station (DUS) is needed. This is because the Regional Transit District (RTD) has many connecting routes and services that will connect at the new Denver Union Station hub in the next few years. Downtown Denver itself is also already a strong transit-destination for our communities with many offices and services within a relatively compact walkable area. Downtown Denver also serves as a convenient connecting point for transit riders traveling between communities within Colorado – thus servicing as a statewide transit hub.

The benefits of planning and providing for convenient transit connections between a variety of services and destinations are well known and obvious. Citizens from across the State would equally benefit with the citizens of Metro Denver by creating a good connecting facility at DUS. We believe that this issue depends upon the agreement of DUSPA, RTD, the City of Denver, and CDOT. Moreover, CDOT is in a unique position to best foster this effort on the behalf of citizens from our communities and across the state because of its statewide transit representation and the availability of FASTER transit funds that could be used for improvements.

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Thank you for considering this request.

Sincerely,

Earl Wilkinson, President of Pueblo Transit



Denver Union Station Project Authority

c/o Trammell Crow Company
1225 17th Street, Suite 3050
Denver, Colorado 80202
303-628-7444

July 11, 2011

Mr. Earl Wilkinson
President
Pueblo Transit
350 S. Grand Avenue
Pueblo, CO 81003

Dear Mr. Wilkinson:

The Denver Union Station Project Authority (DUSPA) is in receipt of your letter dated June 24, 2011, requesting a regional connectivity study for commuter and inter-city bus service at or near Denver Union Station.

DUSPA was created as a non-profit authority by the City & County of Denver, the Regional Transportation District (RTD), Colorado Department of Transportation (CDOT) and the Denver Regional Council of Governments (DRCOG) to finance, design and construct the multi-modal transportation center as outlined in the adopted DUS Master Plan and EIS process, which was undertaken and approved by the aforementioned four (4) public agencies. RTD will be the operator of the facility once complete.

While DUSPA is committed to making DUS the most vital transportation center possible, it is really up to RTD to determine the functioning attributes of the facility. The adopted plans identify two bus bays reserved for inter-city bus out of the 22 bus bay facility, not including six additional bus storage spaces. At this point we are well beyond any ability to expand or modify the bus facility, but we hope that you and others can work closely with RTD to appropriately satisfy inter-city bus demand at the facility.

As a result, we would strongly urge you to meet with RTD as soon as possible to assure that your concerns are acknowledged.

Thanks for your concern and interest.

Sincerely,

A handwritten signature in black ink, reading "Elbra Wedgeworth".

Elbra Wedgeworth
President

cc: Michael Hancock, Mayor, City of Denver
Phil Washington, Director, RTD
Mark Imhoff, Director, Division of Transit & Rail, CDOT

PURCHASE AND SALE AGREEMENT
(~~Stairs and Elevator~~)Bridge Zone Improvements)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made to be effective as of August 12, 2011 (the "Effective Date"), by and among North Wing Building Venture, LLC, a Colorado limited liability company ("NWBV"), the Regional Transportation District, a political subdivision of the State of Colorado ("RTD"), and Denver Union Station Project Authority, a Colorado nonprofit corporation ("DUSPA").

RECITALS

A. NWBV is the owner of that certain parcel of real property located within the Denver Union Station Historic Station Zone known as the "North Wing Parcel," which North Wing Parcel includes the "Bridge Zone Area," as such terms are defined in that certain Declaration of Covenants and Easements for the Denver Union Station Historic Station Zone and Related Areas, made by RTD as of June 25, 2010, and recorded in the real property records for the City and County of Denver on June 28, 2010 at Reception Number 2010071014 (the "Declaration"). Capitalized terms used herein but not defined have the meanings given to those terms in the Declaration.

B. RTD is the Transit Hub Owner and Station Owner and is therefore currently the owner and beneficiary of the easement for the Bridge Zone Area which, as specified in the Declaration, includes the right to have an easement to use, for pedestrian access, any Bridge Zone Improvements, which Bridge Zone Improvements may include stairs and an elevator.

C. NWBV is in the process of designing the North Wing Building and related improvements, which improvements will include certain Bridge Zone Improvements. RTD and DUSPA (and not NWBV) have been responsible for design of the Bridge Zone Improvements to date, including the stairs and elevator ~~(the "Stairs and Elevator")~~ that will connect ~~the remainder of~~ the Bridge Zone Improvements to the below grade parking structure to be designed, constructed, owned and managed by NWBV as part of the North Wing Building.

D. To integrate the design of the North Wing Building, coordinate construction and avoid compromising construction warranties, RTD and DUSPA have agreed to have NWBV perform the balance of the design and construction of the ~~Stairs and Elevator~~Bridge Zone Improvements. Notwithstanding the definition of Bridge Zone Improvements set forth in the Declaration, for the purposes of this Agreement, the term "Bridge Zone Improvements" shall mean only: (i) that portion of the aforementioned stairs and elevator that is at or above the grade of the Plaza Area and outside of the building envelope of the North Wing Building, and (ii) all mechanical systems (including the cabs) for the elevator.

E. Once completed, NWBV shall sell and convey to RTD, and DUSPA shall provide payment for, on behalf of RTD, ~~a portion of the Stairs and Elevator~~the Bridge Zone Improvements on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the Purchase Price (as defined below) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein and made a part of this Agreement.

2. Designated Representatives. Each of the parties hereto shall designate one individual representative who will be the contact person for coordinating with the other parties regarding the design, construction and purchase and sale of the ~~Stairs and Elevator~~Bridge Zone Improvements. The initial representatives for each party are as follows:

- (a) NWBV: Jim McGibney
6950 South Potomac Street, Suite 201
Centennial, CO 80112
(303) 799 9480
firstcentury@earthlink.net
- (b) RTD: Jeffrey Kay
1600 Blake Street
Denver, CO 80202
(303) ~~{insert}~~299-2701
Jeffrey.Kay@RTD-Denver.com
- (c) DUSPA: Trammell Crow Company
1225 Seventeenth Street, Suite 3050
Denver, CO 80202
(303) 628-7439
BMosher@trammellcrow.com

Any party may, from time to time, change its designated representative by notice to the other parties in accordance with Section 11(a) below.

3. Plans and Specifications.

(a) No later than 30 days after the full execution of this Agreement, RTD and DUSPA shall provide NWBV with copies of all designs, plans, specifications, engineering reports, environmental reports and any other information regarding the ~~Stairs and Elevator~~Bridge Zone Improvements in RTD's or DUSPA's possession which have not already been provided to NWBV.

(b) NWBV shall cause its design consultants to prepare a complete set of construction drawings for the ~~Stairs and Elevator~~Bridge Zone Improvements and that portion of the stairs and elevator that lie below the grade of the Plaza Area and within the building envelope of the North Wing Building (the "Construction Drawings"), which Construction Drawings shall (i) be based upon DUSPA's existing plans and specifications as prepared by AECOM, dated

[insert], and the design development plans for the North Wing Building prepared by Anderson Mason Dale Architects, as approved by the Denver Landmark Preservation Commission on November 16, 2010 (collectively, the "Existing Plans"), (ii) comply with the requirements of the Federal Americans with Disabilities Act and all applicable codes of the City and County of Denver, Colorado. During the preparation of the Construction Drawings, NWBV will reasonably solicit DUSPA's and RTD's input regarding the same. The completed Construction Drawings shall be delivered to DUSPA and RTD no later than December 31, 2011.

(c) Each of DUSPA and RTD shall either approve or disapprove the Construction Drawings, no later than 10 days after receipt thereof from NWBV. In order for DUSPA or RTD to properly disapprove the Construction Drawings, such disapproval must be (i) reasonable, (ii) accompanied by detailed review comments sufficient for NWBV to fully address such disapproval, (iii) based on deviations from the Existing Plans, and (iv) delivered in writing pursuant to Section 11 below to NWBV prior to the expiration of the 10-day period provided above. If RTD or DUSPA do not properly disapprove the Construction Drawings, then such party shall be deemed to have approved the Construction Drawings. In the event RTD or DUSPA properly disapprove the Construction Drawings, then no later than 10 days after NWBV's receipt of the last of such disapprovals, NWBV will cause its design consultants to prepare revised Construction Drawings and resubmit such Construction Drawings to DUSPA and RTD for further review. The foregoing process shall be repeated until the Construction Drawings, revised as necessary, are approved (or deemed approved) by each of DUSPA and RTD, at which point, they shall become the "Final Plans."

4. Construction Schedule. No later than 30 days after the approval of the Final Plans by DUSPA and RTD, NWBV shall prepare a schedule for construction of the ~~Stairs and Elevator~~Bridge Zone Improvements (the "Construction Schedule"), which Construction Schedule must provide that the ~~Stairs and Elevator~~Bridge Zone Improvements will be completed and approved for public use no later than December 31, 2013 (subject to permitted delays as set forth in Section 4(a) below). The Construction Schedule shall be subject to the approval of DUSPA and RTD.

5. Construction.

(a) NWBV shall contract with a qualified General Contractor to construct the ~~Stairs and Elevator~~Bridge Zone Improvements and that portion of the stairs and elevator that lie below the grade of the Plaza Area in substantial compliance with the Final Plans and the Construction Schedule (the "Work"); provided, however, that if any delay in the Work is attributable to (i) DUSPA or RTD, or (ii) a Force Majeure Event, then the deadline in the Construction Schedule for completion of the Work shall be extended by the length of any such delays. A "Force Majeure Event" means any strike, lockout or other labor dispute; any act of war, act of terrorism, riot, sabotage or similar act of civil disturbance; any earthquake, fire, storm, flood, tornado or other similar natural catastrophe; or any delay or failure in NWBV's efforts to obtain any necessary governmental permits or utility extension agreements notwithstanding NWBV's diligent, good faith efforts to obtain such approvals.

(b) NWBV shall cause the Work to be performed in a good and workmanlike manner. NWBV and DUSPA shall cooperate in good faith to coordinate all phasing and scheduling to ensure that: (i) the Work does not interfere with construction of the remainder of

the DUS Project, and (ii) the construction of the remainder of the DUS Project does not interfere with Work.

(c) With respect to that portion of the Work that is directly attributable to the ~~District's~~Bridge Zone Improvements ~~(as defined below)~~ and the procurement of any goods or services related thereto, such Work shall comply with all applicable federal laws, including (i) the Federal "Buy America" requirements, and (ii) the Davis-Bacon Act prevailing wage requirements. DUSPA has previously provided NWBV with Exhibits K and I to Schedule 1 to that certain Design-Build Agreement, between DUSPA and Kiewit Western Co., dated April 30, 2009, which are attached hereto as Exhibit A (together, the "Kiewit Exhibits"), and the terms of which shall be included in all contracts for, and which any contractor shall be required to include in any subcontract for, that portion of the Work that is directly attributable to the ~~District's~~Bridge Zone Improvements; provided, however, notwithstanding anything to the contrary contained in the Kiewit Exhibits, the parties expressly acknowledge and agree that: (A) the "DBE goals" set forth in Section B of Kiewit Exhibit "I" do not apply to any portion of the Work, rather NWBV and RTD shall mutually agree upon the DBE goals for that portion of the Work that is directly attributable to the Bridge Zone Improvements prior to the commencement of such work; and (B) no portion of the Work will be funded in whole or part by monies appropriated under the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 thus the requirements of such Act will not apply to the Work. RTD and DUSPA shall be named as additional insureds and shall be indemnified and held harmless to the same extent and in the same amounts as NWBV by any contractors performing the Work. RTD and DUSPA shall be named beneficiaries of any contractor performance bonds for the Work. The contract shall require warranties for the Work and equipment for a period of at least one (1) year from Final Approval (as defined below) which warranties shall be assignable to RTD to the extent they affect the Bridge Zone Improvements. RTD and DUSPA shall be provided copies of any contracts for the Work at least 10 days before notice to proceed on the Work is issued to ensure the contract is in compliance with these provisions, and shall be given copies of all performance bonds (showing RTD and DUSPA as named beneficiaries) and insurance certificates applicable to the Work. During the performance of the Work each of DUSPA and RTD shall have the right to have inspectors on site, and to inspect the Work to determine whether the same is being performed in accordance with Sections 4(a)-(c) above; provided, however, that no such inspection may interfere with, delay, damage or destroy the Work. DUSPA and RTD shall be notified of all construction and safety meetings regarding the Work and shall be entitled to have representatives in attendance. Any RTD or DUSPA personnel on site shall be required to comply with all contractor health and safety plans. RTD and DUSPA shall be provided with any requests for approved equals, change orders, or contract amendments relating to the Work and shall have up to 10 days to review and comment thereon. NWBV shall have 5 days to respond to any such comments that are timely delivered to NWBV. No approval of equals, change orders or amendments shall be issued for the Work unless authorized by RTD and DUSPA, which authorizations shall not be unreasonably withheld, conditioned or delayed; provided, however, that RTD or DUSPA's failure to provide authorization for, or comments to, any such equals, change orders or amendments within the 10-day provided above, shall be deemed to constitute such party's approval of and authorization therefor. In the event the Work fails to meet the requirements of Sections 4(a)-(c) above, or fails to conform to the approved plans and specifications in any material respect then NWBV shall remedy such failure(s).

(d) Except for compensation in the form of the Purchase Price, all costs of the Work shall be borne by NWBV, including the costs of obtaining all applicable building permits and utility approvals.

(e) In the event NWBV encumbers any portion of the North Wing Parcel as collateral for any loans made in connection with the construction of the North Wing Building and/or the Work, NWBV shall cause its lender(s) to enter into a written agreement with NWBV, RTD and DUSPA, in form and substance reasonably acceptable to such parties, wherein the parties shall agree that, in the event lender exercises any of its rights or remedies to foreclose: (i) lender shall recognize RTD's and DUSPA's rights under this Agreement; (ii) lender shall not be responsible for any prior defaults of NWBV, but lender shall complete construction of the Work, at its sole cost, and in accordance with the terms and conditions of this Agreement, including, without limitation, in accordance with the Final Plans and the Construction Schedule, (iii) none of RTD's or DUSPA's other rights or privileges under this Agreement shall be interfered with or diminished; and (iv) RTD and DUSPA shall agree to continue to perform, for the benefit of lender, their respective obligations under this Agreement.

6. Inspection and Approval of Completed Work.

(a) Upon completion of the Work, NWBV shall provide notice thereof to DUSPA and RTD. No later than 10 days after the date of such completion notice, the parties shall mutually agree on a date for the inspection of the Work by all parties; provided, however, such date shall not be later than 10 days after the date of the completion notice.

(b) Upon completion of the inspection, DUSPA and RTD shall deliver to NWBV a single punchlist describing, in reasonable detail, any items that either (i) do not comply with the Final Plans, or (ii) have not been constructed in a good and workmanlike manner, and NWBV shall use diligent and commercially reasonable efforts to complete such punchlist items.

(c) The final approval of the ~~Stairs and Elevator~~Bridge Zone Improvements by DUSPA and RTD ("Final Approval") shall be deemed to occur on the later of: (i) the completion by NWBV of all punchlist items, as approved in writing by DUSPA and RTD, and (ii) the date on which the ~~Stairs and Elevator~~Bridge Zone Improvements are approved for public use. In the event that NWBV reasonably believes it has completed all punchlist items, but either DUSPA or RTD are withholding approval for the same, then (A) NWBV shall select one (1) engineer, (B) DUSPA and RTD, together, shall select one (1) engineer, and (C) these two (2) engineers shall confer and select a third engineer to settle such dispute. All such engineers shall be professionally licensed and have at least ten (10) years' experience with work similar to the Work. The decision of the third engineer shall be final and binding on the parties.

7. Purchase and Sale.

(a) After Final Approval, NWBV shall sell and convey to RTD, and DUSPA shall pay for, on behalf of RTD, ~~that portion of the Stairs and Elevator that is at or above the grade of the Plaza Area and outside of the building envelope of the North Wing Building, together with~~the Bridge Zone Improvements (including all mechanical systems (including the cabs) for the elevator ~~(the "District's Improvements").~~

(b) Closing on the purchase and sale of the ~~Distriet's~~Bridge Zone Improvements (the "Closing") shall occur as soon as reasonably possible after processing is complete with respect to federal funding made available to DUSPA to pay for the ~~Distriet's~~Bridge Zone Improvements; provided, however, that regardless of the processing of any such federal funds, the Closing shall occur no later than the date that is 45 days after Final Approval (the "Closing Date"). Upon NWBV's receipt of the full amount of the Purchase Price from DUSPA, NWBV shall execute and deliver to RTD a special warranty deed substantially in the form attached hereto as Exhibit B conveying all of NWBV's right, title and interest in and to the ~~Distriet's~~Bridge Zone Improvements to RTD, subject to all matters then of record but free from all monetary liens.

8. Purchase Price. The purchase price for the ~~Distriet's~~Bridge Zone Improvements shall be Eight Hundred Forty-Eight Thousand Dollars (\$848,000.00) (the "Purchase Price"), which shall be paid by DUSPA in full at Closing by wire transfer or certified funds.

9. Warranties for Defects in Workmanship or Materials.

(a) At Closing, NWBV shall assign to RTD its warranty for the ~~Distriet's~~Bridge Zone Improvements citing: (i) materials and equipment used for the ~~Distriet's~~Bridge Zone Improvements will be new and of good quality; (ii) that the Work will be free from defects not inherent in the quality of the Work; (iii) the Work will conform with the Final Plans; and (iv) such warranty shall be against latent defects in workmanship or material for a period of one (1) year from and after Closing, which warranty shall include a mandatory walkthrough inspection by RTD during the first week of the eleventh (11th) month following Closing.

(b) In addition to the foregoing warranty, at Closing, NWBV shall assign to RTD all additional warranties, if any, provided by its contractor or any of its subcontractors, or any manufacturers' warranties, to the extent the same pertain to the ~~Distriet's~~Bridge Zone Improvements and are in effect at the time.

(c) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NWBV DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS, STATEMENTS, WARRANTIES, OR CONDITIONS OF ANY KIND OR NATURE WHATSOEVER CONCERNING THE ~~STAIRS—AND—ELEVATOR~~BRIDGE ZONE IMPROVEMENTS, INCLUDING (WITHOUT LIMITING THE GENERALITY OF THE FOREGOING) ANY WARRANTIES REGARDING THE CONDITION, QUANTITY OR QUALITY OF THE SAME AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY DUSPA AND RTD.

10. Maintenance. At Closing, NWBV and RTD shall enter into a Joint Maintenance Agreement in substantially in the form attached hereto as Exhibit C.

11. Mutual Warranties. Each party executing and delivering this Agreement represents and warrants to the other parties that: (a) it is duly organized, validly formed and in good standing under the laws of the State of Colorado, (b) the individual executing and delivering this Agreement on behalf of such party has been duly authorized and empowered to

make such execution and delivery, and (c) the execution of this Agreement and the consummation of the transactions contemplated hereby are not (nor will they be with the passage of time) a breach or default under any agreement or instrument to which such party is a party, nor will they require the further consent or approval of any other person.

12. Miscellaneous.

(a) Notices. Any notices required or permitted hereunder to be given to any party shall be sent by certified mail, first-class postage prepaid, return receipt requested, or by electronic mail (e-mail) to the intended recipient at the address of such party's registered agent or, if none then exists, at the address on file with the Denver Assessor. Notwithstanding the foregoing, unless changed per the following provisions of this Section 11(a), any notices required or permitted hereunder to be given to Declarant (in any capacity hereunder) shall be as follows:

For NWBV: North Wing Building Venture, LLC
6950 South Potomac Street, Suite 201
Centennial, CO 80112
Attn: David ~~Lueders~~[Lueders](mailto:DavidLueders@Haselden.com)
DavidLueders@Haselden.com

with a copy to: Husch Blackwell LLC
1050 17th St., Suite 1500
Denver, CO 80265
Attn: Kevin Kelley, Esq.
Kevin.Kelley@huschblackwell.com

For RTD: Regional Transportation District
Assistant General Manager for Safety, Security and Facilities
1600 Blake Street
Denver, CO 80202
Attn: Jeffery Kay
Jeffrey.Kay@RTD-Denver.com

with a copy to: Regional Transportation District
General Counsel
1600 Blake Street
Denver, CO 80202
Attn: Marla Lien
Marla.Lien@rtd-denver.com

For DUSPA: c/o Trammel Crow Company
1225 Seventeenth Street, Suite 3050
Denver, CO 80202
Attn: Bill Mosher
BMosher@trammellcrow.com

All notices will be deemed given and received upon the earlier of actual receipt or: (i) three (3) business days after mailing, if mailed, and (ii) upon the sender's receipt of an acknowledgement from the intended recipient, if e-mailed. Any party may change its address for purposes of notice by notice to the other parties in accordance with this Section. Any such change of address will be effective five (5) days after giving of the required notice.

(b) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Applicable Law. The law of the State of Colorado governs the interpretation, validity, performance, and enforcement of this Agreement, without regard to choice of law of any jurisdiction.

(d) Severability. The invalidity of any provision of this Agreement, or the application thereof to any person or circumstance, will not impair or affect in any manner the validity, enforceability or effect of the rest of this Agreement, or the application of any such provision to any other person or circumstance.

(e) Computation of Time. In computing any period of time herein, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or federal legal holiday, in which case the period of time shall run until the end of the next day which is not a Saturday, Sunday or federal legal holiday.

(f) Attorneys' Fees. If any legal action or proceeding is commenced for the enforcement of any right or obligation contained in this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution and/or defense of such action or proceeding.

(g) No Third-Party Beneficiaries. Nothing in this Agreement is intended to create any rights in any third parties or effect a dedication of any portion of any property to the general public for any purpose.

(h) Further Assurances. Each party hereto shall from time to time execute and deliver such further documents and take such further actions as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

(i) Cooperation. The parties shall perform their obligations under this Agreement at all times consistent with the concepts of good faith and fair dealing. Whenever an action, consent or approval is requested from any party, such action, consent or approval shall not be unreasonably withheld, conditioned or delayed. Except in the case where a specific time frame is provided, a given party's acts or omissions will not constitute a default by such party so long as that party is acting in a commercially reasonable manner and has responded or will respond within a time period that is appropriate for the type of action requested.

(j) Counterparts and Facsimile Signatures. This Agreement may be executed in multiple counterparts, which taken together shall be deemed one original. Facsimile transmissions of signatures shall be accepted and binding as originals.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the date first set forth above.

NORTH WING BUILDING VENTURE, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

REGIONAL TRANSPORTATION DISTRICT,
a political subdivision of the State of Colorado,

By: _____
Name: _____
Title: _____

DENVER UNION STATION PROJECT AUTHORITY,
a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

Exhibits K and I to Schedule 1 to that certain
Design-Build Agreement between DUSPA and Kiewit Western Co.,
dated April 30, 2009

(See attached)

EXHIBIT B

Form of Special Warranty Deed

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Marla Lien, Esq.
Regional Transportation District
1600 Blake Street
Denver, Colorado 80202

SPECIAL WARRANTY DEED

(~~Stairs and Elevator~~Bridge Zone Improvements)

THIS SPECIAL WARRANTY DEED is made this ____ day of _____ 201____, by North Wing Building Venture, LLC, a Colorado limited liability company ("Grantor"), having an address of 6950 South Potomac St., Suite 201, Centennial, Colorado 80112, in favor of the Regional Transportation District, a political subdivision of the State of Colorado ("Grantee"), having an address of 1600 Blake Street, Denver, Colorado 80202.

WITNESSETH, that Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed and released, and by these presents does grant, bargain, sell, convey and release, unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to those certain improvements and fixtures designated as "~~Distriet's~~Bridge Zone Improvements" on the as-built drawings attached hereto as Exhibit A and incorporated herein by this reference (the "~~Distriet's~~Bridge Zone Improvements"), which ~~Distriet's Improvements~~improvements are located within the "Bridge Zone Area" and comprise "Bridge Zone Improvements" as such terms are defined in that certain Declaration of Covenants and Easements for the Denver Union Station Historic Station Zone and Related Areas, made by RTD as of June 25, 2010, and recorded in the real property records for the City and County of Denver on June 28, 2010 at Reception Number 2010071014 (the "Declaration"), together with all appurtenances, and warrants the title to the same against all persons claiming by, through, or under Grantor, and subject to the reservations set forth below and the encumbrances, liens, matters and exceptions more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

RESERVATIONS

Grantor reserves to itself, its successors and assigns a non-exclusive, license subject to the terms and conditions of the Joint Maintenance Agreement executed between the Grantor and Grantee of even date herewith, to use the ~~Distriet's~~Bridge Zone Improvements at all times for the purposes of (i) providing access for itself and its officers, agents, employees, contractors, tenants, licensees, or invitees, to and from all portions of the North Wing Building (as that term is defined in the Declaration) served by the ~~Distriet's~~Bridge Zone Improvements, including, without limitation, the North Wing Building's below-grade parking garage, and (ii) allowing Grantor to fulfill its obligations under the Joint Maintenance Agreement.

IN WITNESS WHEREOF, North Wing Building Venture, LLC has executed this instrument under seal this _____ day of _____, 201____.

NORTH WING BUILDING VENTURE, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by _____, as _____ of North Wing Building Venture, LLC, a Colorado limited liability company.

Witness my hand and official seal.

(Notarial Seal)

Notary Public

My Commission expires: _____

EXHIBIT C

Form of Joint Maintenance Agreement

JOINT MAINTENANCE AGREEMENT (~~Stairs and Elevator~~)Bridge Zone Improvements

THIS JOINT MAINTENANCE AGREEMENT is made and entered into to be effective as of _____, 201__, by and among North Wing Building Venture, LLC, a Colorado limited liability company ("NWBV") and the Regional Transportation District, a political subdivision of the State of Colorado ("RTD").

WHEREAS, pursuant to that Special Warranty Deed dated of even date herewith, NWBV has conveyed to RTD certain improvements as more particularly described in said Special Warranty Deed (the "~~District's~~Bridge Zone Improvements"), including, without limitation, certain stair and shared elevator improvements; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement (Bridge Zone Improvements) by and among NWBV, RTD, and Denver Union Station Project Authority, a Colorado nonprofit corporation, dated as of ~~June~~August____, 2011, RTD and NWBV wish to provide for the ongoing maintenance and repair of those certain stairs and elevator (the "Stairs and Elevator"~~) that extend from the Plaza Area~~, as such term is defined in ~~such Purchase and Sale Agreement~~), including the District's Improvements that certain Declaration of Covenants and Easements for the Denver Union Station Historic Station Zone and Related Areas, made by RTD as of June 25, 2010, and recorded in the real property records for the City and County of Denver on June 28, 2010 at Reception Number 2010071014, to the below grade parking structure forming a part of the North Wing Building, on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RTD shall be responsible for the ongoing operation, maintenance, repair and replacement ~~of the District's~~(including capital and/or structural repairs and replacements) of that portion of the Stairs and Elevator that are Bridge Zone Improvements, and shall ensure the same are clean and in good working order and repair.

2. NWBV shall be responsible for the ongoing operation, maintenance and repair and replacement (including capital and/or structural repairs and replacements) of that portion of the Stairs and Elevator that ~~does~~are not ~~constitute the District's~~Bridge Zone Improvements, and shall ensure the same are clean and in good working order and repair.

3. Notwithstanding the foregoing, RTD shall enter into and maintain, at all times, a full elevator maintenance and repair contract with a professionally licensed and bonded elevator

maintenance and repair provider, which contract and provider shall be subject to the prior written approval of NWBV, and which contract shall cover all portions of the elevator, including the shaft and the mechanical equipment, regardless of whether the same are considered ~~District's~~Bridge Zone Improvements. The parties shall share in the costs of such maintenance and repair ~~[insert sharing ratio]~~as follows: (a) 37.5% to be paid by RTD, and (b) 62.5% to be paid by NWBV.

~~15. Further notwithstanding the foregoing, in the event capital repairs or replacements are required to any structural portion of the Stairs and Elevator, regardless of whether the same are considered District's Improvements, the parties shall cooperate, in good faith, to effectuate such repairs or replacements. The parties shall share in the costs of such repairs or replacements [insert sharing ratio].~~

15. ~~16.~~In the event either party hereto fails to perform its respective obligations set forth above ("Defaulting Party"), and such failure continues for [insert] days after written notice from the other party (the "Non-Defaulting Party"), the Non-Defaulting Party shall have the right to cure the Defaulting Party's failure and the Defaulting Party shall pay to the Non-Defaulting Party all of the costs therefor no later than [insert] days after receiving a written invoice from the Non-Defaulting Party.

16. ~~17.~~Notwithstanding any other provision of this Joint Maintenance Agreement, bankruptcy, foreclosure, condemnation, fire, lock-out, seizure shutdown, or any circumstance that causes any governmental authority with jurisdiction over the premises to place or to allow under a Forced Entry and Detainer the access to the North Wing Building to be closed off to the public shall be considered an immediate default under this Joint Maintenance Agreement and a termination of the license reserved to NWBV in the Special Warranty Deed for so long as such access remains foreclosed. RTD shall be entitled to take all steps reasonably necessary to prevent any use of the ~~District's~~Bridge Zone Improvements by NWBV, or any new North Wing Building owner or operator, to access the North Wing Building until the North Wing Building is again available for access by the public. Furthermore, in the event this Joint Maintenance Agreement is terminated and a new party takes ownership of the North Wing Building as a result of a bankruptcy, foreclosure, condemnation, fire, lock-out, seizure shutdown, or similar circumstance, RTD shall not be required to make such access available to such new owner until execution of a new joint maintenance agreement between such subsequent owner and RTD.

17. ~~18.~~The law of the State of Colorado governs the interpretation, validity, performance, and enforcement of this Joint Maintenance Agreement, without regard to choice of law of any jurisdiction.

18. ~~19.~~For so long as RTD is a public entity all costs and expenses associated with this Joint Maintenance Agreement are subject to annual appropriation, nothing herein shall be construed as multi-year fiscal obligation in violation of Colorado Law.

19. ~~20.~~If any legal action or proceeding is commenced for the enforcement of any right or obligation contained in this Joint Maintenance Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution and/or defense of such action or proceeding.

20. ~~21.~~ The parties shall perform their obligations under this Joint Maintenance Agreement at all times consistent with the concepts of good faith and fair dealing. Whenever an action, consent or approval is requested from any party, such action, consent or approval shall not be unreasonably withheld, conditioned or delayed. Except in the case where a specific time frame is provided, if any, a given party's acts or omissions will not constitute a default by such party so long as that party is acting in a commercially reasonable manner and has responded or will respond within a time period that is appropriate for the type of action requested.

21. ~~22.~~ Nothing in this Joint Maintenance Agreement is intended to create any rights in any third parties.

22. ~~23.~~ This Joint Maintenance Agreement may be executed in multiple counterparts, which taken together shall be deemed one original. Facsimile transmissions of signatures shall be accepted and binding as originals.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties have entered into this Joint Maintenance Agreement to be effective as of the date first set forth above.

NORTH WING BUILDING VENTURE, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

REGIONAL TRANSPORTATION DISTRICT,
a political subdivision of the State of Colorado,

By: _____
Name: _____
Title: _____

Document comparison by Workshare Professional on Wednesday, August 03, 2011
10:42:19 AM

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Document 1 ID	PowerDocs://DEC/283139/7
Description	DEC-#283139-v7-USWB_- _PSA_--_Stairs_&_Elevator
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Legend:	
<u>Insertion</u>	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	65
Moved from	1
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Format changed	0
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