A REPLAT OF PRESTRESSED-CON SUBDIVISION SECOND FILING; PRESTRESSED-CON SUBDIVISION; LOT 2, BLOCK 1, FELCH SUBDIVISION;
AND UNPLATTED PARCELS OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 7

PECOS LOGISTICS PARK FILING NO. 1- PRELIMINARY PLAT
CASE NO.: PLT2019--00013

BASES OF Bearings:  
AN ASSUMED BEARING OF NOR’WESTERLY BEING THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BETWEEN TWO POINTS 2545.02 FEET APART, ONE POINT BEING A FOUND 2” DIAMETER ALLOY CAP STAMPED MLS 254442 IN A RANGE BOX AT THE CENTER A CORNER OF OF SAID SECTION 9 AND THE OTHER POINT BEING THE SOUTH A CORNER OF SAID SECTION 9 THAT WAS CALCULATED FROM A FOUND 2” DIAMETER ALLOY CAP IN A RANGE BOX 500 FEET WEST OF SAID SOUTH 1/4 CORNER AS PER MONUMENT RECORD THE SHEETS.

ACCESS RESTRICTION STATEMENT:  
ALL ACCESS RIGHTS SHALL BE RESTRICTED ACROSS RIGHT-OF-WAY LINES OF MAJOR HIGHWAYS, PARKWAYS, STREETS OR FREEWAYS, WHERE REQUIRED AS A PROVISION OF APPROVAL.

EASEMENT STATEMENT:  
UTILITY EASEMENTS ARE HERETO DEDICATED ON PRIVATE PROPERTY AS SHOWN ON SUBDIVISION PLAT. THESE EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES.

STORM DRAINAGE FACILITIES STATEMENT:  
The county requires that maintenance access shall be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owners shall be responsible for the maintenance of all drainage facilities including pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on the land unless noted by the subdivision development agreement. Should the owner fail to maintain said facilities, the county shall have the right to enter said land for the sole purpose of operations and maintenance. All such maintenance costs will be assessed to the property owners.

ADAMS COUNTY RIGHT-OF-WAY PARCEL:  
The Adams County Right-of-Way Parcel along Pecos Street and West 50th Avenue are to be vacated and dedicated by this plat and platting process.

FLOODPLAIN NOTE:  
The property is located within Zone X (areas determined to be outside the 0.2% annual chance floodplain) as per FEMA FIRM map no. 083010005592 dated March 5, 2007.

TRACT NOTE:  
Tract "A" is for the purposes of storm drainage facilities and sanitary sewer infrastructure. Tract "A" will be owned by Pecos Logistics Park, LLC, a Colorado Limited Liability Limited Partnership, and will be maintained by the ownership or Pecos Logistics Park Metropolitan District.

Tract "B" is for the purpose of providing a buffer area that transitions the residential zoned areas to the west and the industrial zoned areas within the Pecos Logistics Park Filing No. 1 Platted Lands. Tract "B" will be owned by Pecos Logistics Park, LLC, a Colorado Limited Liability Limited Partnership, and will be maintained by the ownership or Pecos Logistics Park Metropolitan District.

TITLE COMMITMENT NOTE:  
Surveyor relied upon title commitment prepared by Land Title Guarantee Company Order No. A80700283982 with an Effective Date of June 25, 2019, for the preparation of this Plat.
PECOS LOGISTICS PARK FILING NO. 1 - PRELIMINARY PLAT

A REPLAT OF PRESTRESSED-CON SUBDIVISION SECOND FILING; PRESTRESSED-CON SUBDIVISION; LOT 2, BLOCK 1, FELCH SUBDIVISION;
AND UNPLATTED PARCELS OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

CASE NO.: PLT2019--00013

Sheet 3 of 7
PECOS LOGISTICS PARK FILING NO. 1 - PRELIMINARY PLAT

A REPLAT OF Prestressed-CON subdivision second filing; Prestressed-CON subdivision; lot 2, block 1, Felch subdivision;
and unplatted parcels of land lying in the southwest one-quarter of section 9, township 3 south, range 68 west of the 6th principal meridian,
county of Adams, state of Colorado

Sheet 7 of 7
WAIVER FROM SUBDIVISION DESIGN STANDARDS

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pg. 2) included in this packet for more information on each submittal item.

All submittals shall include one (1) hard copy of all documents and one (1) electronic copy with all documents combined in a single PDF. For hard copies, each document shall be labeled or tabbed with the corresponding checklist number.

- 1. Development Application Form (pg. 7)
- 2. Application Fees of $500
- 3. Written Explanation of the Project
- 4. Site Plan Showing Proposed Development
- 5. Copy of Plat Prepared by Registered Land Surveyor (see guide pg. 4)
- 6. Proof of Ownership (title policy dated within 30 days of submittal)
- 7. Proof of Water and Sewer Services
- 8. Proof of Utilities (e.g. electric, gas)
- 9. Neighborhood Meeting Summary
- 10. Legal Description
- 11. Certificate of Taxes Paid
- 12. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 9)
- 13. Certificate of Surface Development (pg. 10)

ITEMS 3-13 HAVE BEEN PROVIDED WITH OTHER PECOS LOGISTICS PARK APPLICATIONS
Application Type:

- Conceptual Review
- Preliminary PUD
- Temporary Use
- Subdivision, Preliminary
- Final PUD
- Variance
- Subdivision, Final
- Rezone
- Conditional Use
- Plat Correction/Vacation
- Special Use
- Other: Waiver from Design Standard

PROJECT NAME: PECOS LOGISTICS PARK

APPLICANT

Name(s): MATT MITCHELL  Phone #: 303-260-4321
Address: 4221 BRIGHTON BLVD
City, State, Zip: DENVER, CO 80216
2nd Phone #:  Email: MMITCHELL@WESTFIELD-CO.COM

OWNER

Name(s): PECOS LOGISTICS PARK, LLLP  Phone #: 303-260-4321
Address: 4221 BRIGTON BLVD
City, State, Zip: DENVER, CO 80216
2nd Phone #:  Email: MMITCHELL@WESTFIELD-CO.COM

TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name: RYAN LITTLETON  Phone #: 720-602-4937
Address: 5619 DTC PARKWAY, SUITE 1150
City, State, Zip: GREENWOOD VILLAGE, CO 80111
2nd Phone #:  Email: RLITTLETON@HRGREEN.COM
# DESCRIPTION OF SITE

<table>
<thead>
<tr>
<th>Address:</th>
<th>NW CORNER OF N PECOS ST. &amp; W 56TH AVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State, Zip:</td>
<td>DENVER, CO 80221</td>
</tr>
<tr>
<td>Area (acres or square feet):</td>
<td>APPROX 66 AC</td>
</tr>
<tr>
<td>Tax Assessor Parcel Number</td>
<td>018210939000299, 01825093900056, 01825093900058, 01825093900060, 01825093900061, 01825093900062, 01825093900063, 01825093900065, 01825093900067</td>
</tr>
<tr>
<td>Existing Zoning:</td>
<td>R-1-C, I-1, I-2, I-3; CURRENTLY UNDER REZONING PROCESS TO I-2 ZONING - PROJECT NO. RCU2019-00014</td>
</tr>
<tr>
<td>Existing Land Use:</td>
<td>PRCAST CONCRETE PANEL MANUFACTURING PLANT &amp; YARD</td>
</tr>
<tr>
<td>Proposed Land Use:</td>
<td>WAREHOUSE / OFFICE / INDUSTRIAL</td>
</tr>
<tr>
<td>Have you attended a Conceptual Review?</td>
<td>YES ☒ NO ☐</td>
</tr>
<tr>
<td>If Yes, please list PRE#:</td>
<td>2018-00112</td>
</tr>
</tbody>
</table>

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

<table>
<thead>
<tr>
<th>Name:</th>
<th>MATT MITCHELL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>AUGUST 30, 2019</td>
</tr>
</tbody>
</table>

Owner's Printed Name

| Name:          | |
|----------------||

Owner's Signature
WATER SUPPLY INFORMATION SUMMARY  
STATE OF COLORADO, OFFICE OF THE STATE ENGINEER  
1313 Sherman St., Room 821, Denver, CO 80203  
Main (303) 866-3581  water.state.co.us

Section 30-28-133,(d), C.R.S. requires that the applicant submit to the County, “Adequate evidence that a water supply that is sufficient in terms of quantity, quality, and dependability will be available to ensure an adequate supply of water.”

1. NAME OF DEVELOPMENT AS PROPOSED:  Pecos Logistics Park

2. LAND USE ACTION:  Final Subdivision

3. NAME OF EXISTING PARCEL AS RECORDED:  Various - see attached exhibit

4. TOTAL ACREAGE:  66 +/-  
5. NUMBER OF LOTS PROPOSED:  3 lots, 2 tracts

6. PARCEL HISTORY – Please attach copies of deeds, plats, or other evidence or documentation.

   A. Was parcel recorded with county prior to June 1, 1972?  YES or NO
   B. Has the parcel ever been part of a division of land action since June 1, 1972?  YES or NO
   If yes, describe the previous action: Various Subdivisions

7. LOCATION OF PARCEL – Include a map delineating the project area and tie to a section corner.

   ____1/4 of the SW 1/4, Section 9, Township 3 N or X S, Range 68 E or X W
   Principal Meridian (choose only one):  X Sixth  New Mexico  Ute  Costilla

   Optional GPS Location: GPS Unit must use the following settings:  Format must be UTM, Units must be meters, Datum must be NAD83, Unit must be set to true N, Zone 12 or Zone 13
   Easting:  
   Northing:  

8. PLAT – Location of all wells on property must be plotted and permit numbers provided.

   Surveyor’s Plat:  YES or NO  If not, scaled hand drawn sketch:  YES or NO

9. ESTIMATED WATER REQUIREMENTS

<table>
<thead>
<tr>
<th>USE</th>
<th>WATER REQUIREMENTS</th>
<th>EXISTING</th>
<th>DEVELOPED</th>
<th>SPRING</th>
<th>WELL PERMIT NUMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOUSEHOLD USE # _____ of units</td>
<td>Gallons per Day</td>
<td>Acre-Feet per Year</td>
<td>WELL PERMIT NUMBERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL USE # _____ of S. F 1,146,100</td>
<td>8,404.3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IRRIGATION # 10.6 of acres</td>
<td>17,320</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STOCK WATERING # _____ of head</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10. WATER SUPPLY SOURCE

<table>
<thead>
<tr>
<th>AQUIFERS – (CHECK ONE)</th>
<th>PROPOSED AQUIFERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW WELLS:</td>
<td></td>
</tr>
<tr>
<td>MUNICIPAL</td>
<td></td>
</tr>
<tr>
<td>ASSOCIATION</td>
<td></td>
</tr>
<tr>
<td>COMPANY</td>
<td></td>
</tr>
<tr>
<td>DISTRICT</td>
<td></td>
</tr>
<tr>
<td>NAME</td>
<td></td>
</tr>
<tr>
<td>WATER COURT DECREES CASE NUMBERS</td>
<td></td>
</tr>
</tbody>
</table>

11. WAS AN ENGINEER’S WATER SUPPLY REPORT DEVELOPED?  YES or NO
    (This may be required before our review is completed.)

12. TYPE OF SEWAGE DISPOSAL SYSTEM

<table>
<thead>
<tr>
<th>SEPTIC TANK/LEACH FIELD</th>
<th>CENTRAL SYSTEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAGOON</td>
<td></td>
</tr>
<tr>
<td>ENGINEERED SYSTEM (Attach a copy of engineering design.)</td>
<td>Berkeley Sanitation</td>
</tr>
<tr>
<td>OTHER:</td>
<td></td>
</tr>
</tbody>
</table>
Pecos Site:

1. **1921 W 56th Ave., Denver, CO 80221**
   
   **Account Number:** R0103315
   
   **Legal Description:** SECT,TWN,RNG:9-3-68 DESC: BEG 127/20 FT E AND 40 FT N OF SW OCR SE4 SW4 SEC 9 TH N 145 FT TH E 110 FT TH S 145 FT TH W 110 FT TO BEG 0/37A **1921 W 56TH AVE**

2. **5700 Vallejo St., Denver, CO 80221**
   
   **Account Number:** R0103321
   
   **Legal Description:** SECT,TWN,RNG:9-3-68 DESC: THAT PART SW4 SW4 DESC AS FOLS BEG AT A PT 664/4 FT E AND 660 FT N OF SW COR SD SEC TH E 10 FT TO POB TH CONT E 125 FT TH N 125 FT TH W 125 FT TH S 125 FT TO POB 0/36A

3. **1901 W 56th Ave., Denver, CO 80221**
   
   **Account Number:** R0103322
Legal Description: SECT,TWN,RNG:9-3-68 DESC: BEG AT SW OCR SE4 SW4 SEC 9 TH E 60 FT TH N 40 FT TO TRUE POB TH N 10 FT W 30 FT TH N 308 FT TH E 302/2 FT TH S 318 FT TH W 95 FT TH N 145 FT TH W 110 FT TH S 145 FT TH W 67/20 FT TO TRUE POB EXC N 35 FT AND EXC E 1 FT 1/54A **1835 W 56TH AVE**

4. Parcel #: 0182509309001
   Account Number: R0103405
   Legal Description: SUB:FELCH SUBD BLK:1 LOT:2

5. Parcel #: 0182509312001
   Account Number: R0103411
   Legal Description: SUB:PRESTRESSED-CON BLK:1 LOT:1

6. Parcel #: 0182509312002
   Account Number: R0103412
   Legal Description: SUB:PRESTRESSED-CON BLK:1 LOT:2

7. 5751 Pecos St., Denver, CO 80221
   Account Number: R0103413
   Legal Description: SUB:PRESTRESSED-CON 2ND BLK:1 LOT:1 EXC RD (REC NO 2009000061475)

8. 5801 Pecos St., Denver, CO 80221
   Account Number: R0103414
   Legal Description: SUB:PRESTRESSED-CON 2ND BLK:2 LOT:1 EXC RD (REC NO 2009000061475)

9. Parcel #: 0182509300063
   Account Number: R0124529
   Legal Description: SECT,TWN,RNG:9-3-68 DESC: ALL THAT PORT OF THE BN AND S RR CO 100 FT WIDE BRANCH LN ROW BEING 50 FT WIDE ON EACH SIDE OF RR CO MAIN TRACK C/L AND SITUATE IN THE SW4 OF SEC 9 BOUNDED ON THE ELY SIDE BY A LN DRAWN AT RT ANG TO SD MAIN TRACK C/L DIST OF 545 FT WLY OF THE C/L OF PECOS ST AS MEAS ALG A LN DRAWN // WITH AND DIST 50 FT SLY OF AS MEAS AT RT ANG FROM SD MAIN TRACK C/L AND BOUNDED ON WLY SIDE BY A LN DRAWN // WITH THE E LN OF SD SW4 OF SEC 9 AND DIST 1405 FT WLY OF SD C/L
10. **Parcel #: 0182509300067**

   **Account Number:** R0184678

   **Legal Description:** SECT,TWN,RNG:9-3-68 DESC: PARC OF LAND LYING IN THE SW4 OF SEC 9 BEING THAT PORT OF THAT 12 ACRE TRACT OF LAND IN BOOK 28 PAGE 266 BOUNDED WLY BY THE ELY BDRY OF PARC OF LAND DESC IN DEED BOOK 5978 PAGE 846 AND BOUNDED ELY BY THE WLY BOUNDARY OF THAT CERTAIN 0/215A PARC OF LAND IN REC NO 2009000069014 (PARC IS APPROXIMATELY 100 X 400) 0/9182A

11. **5855 Pecos St., Denver, CO 80221**

   **Account Number:** R0179027

   **Legal Description:** SECT,TWN,RNG:9-3-68 DESC: TRACT OF LAND IN THE SW4 OF SEC 9 DESC AS FOLS BEG AT A PT WHENCE THE CEN 1/4 COR OF SD SEC 9 BRS N 02D 58M 29S E 924/33 FT SD PT ALSO BEING THE TRUE POB TH S 00D 55M 39S E 297/64 FT TO A PT ON THE NLY LNO F LOT 1 BLK 2 PRESTRESSED CON SUBD 2ND FLG TH ALG SD PROP LN N 74D 58M 42S W 646/21 FT TH N 02D 26M 59S E 86/25 FT TH N 85D 55M 00S E 617/19 FT TO THE TRUE POB 2/730A
BARGAIN AND SALE DEED

ROCKY MOUNTAIN PRESTRESS, LLC, a Colorado limited liability company ("Grantor"), whose street address is 5801 Pecos Street, Denver, CO 80221, for the consideration of Ten Dollars ($10.00), in hand paid, and other good and valuable consideration, hereby sells and conveys to Pecos Logistics Park, LLLP, a Colorado limited liability limited partnership ("Grantee"), whose street address is 4221 Brighton Boulevard, Denver, CO 80216, the following real property in the County of Adams and State of Colorado, to wit:

the real property described in Exhibit A attached hereto and made a part hereof (the "Property"),

with all its appurtenances.

Grantor makes no warranties of title, express or implied, with respect to title to the Property.

The street address for the foregoing property is Vacant Land.

Grantee covenants and agrees as follows:

(a) Grantee's interest shall be subject to the rights and interests of BNSF Railway Company ("BNSF") its licensees, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the BNSF, its licensees, permittees or other third parties and whether or not of public record. BNSF shall have a perpetual easement on the Property for the use of such existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements by BNSF and BNSF's licensees, permittees and customers.

(b) Grantee's interest shall further be subject to the reservation by BNSF of all coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature including sand and gravel underlying the surface of the Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the Property, together with the right of access at all times to exercise said rights.
(c) Any improvements constructed or altered on the Property after the date BNSF quitclaimed its interest to Grantor shall be constructed or altered in such a manner to provide adequate drainage of water away from any of BNSF's railroad tracks on nearby property.

(d) BNSF RESERVED UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, IN PERPETUITY, ANY AND ALL NON-RIPARIAN WATER AND WATER RIGHTS ASSOCIATED WITH THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY AND ALL DITCHES AND DITCH RIGHTS, WATER WELLS, SPRINGS, DIVERSION WORKS, WATER LINES, PIPES, PUMPS, MOTORS, GENERATORS, ELECTRICAL GEAR AND WIRES, AND ANY RELATED EQUIPMENT AND IMPROVEMENTS WHATSOEVER, HISTORICALLY USED UPON OR ASSOCIATED WITH THE PROPERTY, INCLUDING ALL MUTUAL WATER COMPANY SHARES, DITCH SHARES, WATER SERVICE AGREEMENTS AND CONTRACTS, AND WATER CLAIMS, AND INCLUDING BUT NOT LIMITED TO, ALL UNAPPROPRIATED, UNDEVELOPED OR UNUSED WATER AND WATER RIGHTS ASSOCIATED WITH OR UNDERLYING THE PROPERTY, AND THE EXCLUSIVE RIGHT TO DEVELOP AND TAKE WATER FROM THE PROPERTY BY ANY MEANS, AND INCLUDING ALL APPROPRIATIONS, PRIORITIES, PERMITS AND CERTIFICATES WHICH ARE APPURTENANT TO, ASSOCIATED WITH, USED UPON, FLOWING OVER, UNDER, OR LYING ON, IN, OR UNDER THE PROPERTY, TOGETHER WITH THE PERPETUAL RIGHT TO CONSTRUCT, INSTALL, OPERATE, REPLACE, REWORK, RECONSTRUCT, REHABILITATE AND MAINTAIN ANY AND ALL WATER DIVERSION, PRODUCTION, AND TRANSPORTATION STRUCTURES, EQUIPMENT, IMPROVEMENTS AND PIPING, INCLUDING BUT NOT LIMITED TO, HEADGATES, DIVERSION STRUCTURES, WATER WELLS, WATER WELL HOUSES, WATER WELL CASING, WATER WELL SCREENS, SPRING COLLECTION GALLERIES, SUMPS, WATER PIPES, AND RELATED ELECTRICAL GEAR AND WIRES, AND TO CONSTRUCT, INSTALL, OPERATE AND MAINTAIN WATER PUMPS AND HYDROELECTRIC GENERATION EQUIPMENT AND ALL EQUIPMENT NECESSARY, CONVENIENT OR RELATED TO THE PRODUCTION, TRANSPORTATION OR DELIVERY OF WATER FROM, ON, UNDER OR ACROSS THE PROPERTY, OR ANY PORTION THEREOF.

(e) For 99 years after the date that Grantor acquired the Property, Grantee covenants and agrees that the Property shall be used solely for non-residential purposes and that the groundwater will not be used for drinking water or irrigation purposes.

(f) Grantee has been allowed to make an inspection of the Property. GRANTEE IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM BNSF AS TO ANY MATTERS CONCERNING THE PROPERTY, including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous
Substances (defined below), 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 leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the "Condition of the Property"). Grantee represents and warrants to Grantor that Grantee has not relied and will not rely on, and BNSF is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) 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. Grantee assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Grantee's inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever BNSF and its officers, directors, shareholders, employees and agents (collectively, "Indemnites") 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, arising from or in any way related to the Condition of the Property or alleged presence, use, storage, 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 (a) the cost of 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) capital expenditures necessary to cause the BNSF remaining property or the operations or business of BNSF on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for or related to injury or death of any person, (d) Losses for or related to injury or damage to animal or plant life, natural resources or the environment, and (e) Losses arising under any Environmental Law enacted after transfer. The rights of BNSF under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any Hazardous Substances on the Property. The term "Environmental Law" means any 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. The term "Hazardous Substance" means 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.
The covenants and agreements set forth in paragraphs (a) through (f), above, shall be binding upon Grantee and its heirs, successors and assigns, and shall be covenants running with the land benefiting BNSF and its heirs, successors and assigns.

Rocky Mountain Prestress, LLC,
a Colorado limited liability company

By: ____________________________

Name: V. David Holsteen
Title: General Manager

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

The foregoing instrument was acknowledged before me this 15th day of May, 2019, by V. David Holsteen as General Manager of Rocky Mountain Prestress, LLC, a Colorado limited liability company.
Witness my hand and official seal.

My commission expires: 5-24-21

Notary Public

THOMAS J BLAKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY IO 190740173S
My Commission Expires August 26, 2021
EXHIBIT A
TO
BARGAIN AND SALE DEED

(Legal Description)

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE BASIS OF BEARINGS IS THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. THE SOUTH POINT OF SAID LINE IS A FOUND 3-1/4" ALUMINUM CAP STAMPED "FLATIRONS SURVEYING 1996 LS 16406" IN A RANGE BOX. THE NORTH POINT OF SAID LINE IS A FOUND 3-INCH ALUMINUM CAP STAMPED "TIMBERLINE BOUNDARY AND SURVEY LLC 2016 PLS 36072" 0.5 FEET BELOW GRADE. THE MEASURED BASIS OF BEARINGS BETWEEN SAID POINTS IS NORTH 00° 13' 46" WEST A DISTANCE OF 2,640.41 FEET. HOWEVER, THE BASIS OF BEARINGS HAS BEEN ROTATED COUNTERCLOCKWISE 00° 02' 51" TO BE PARALLEL WITH THE BASIS OF BEARINGS USED ON THE PLAT PRESTRESSED-CON SUBDIVISION, SECOND FILING, RECORDED AT SURVEY DEPOSIT FILE NO. 14, MAP NO. 765, PLAT RECEPTION NUMBER (R.N.) 336912 ON AUGUST 5, 1981 IN THE RECORDS OF SAID COUNTY. THE PLAT WAS ALSO RECORDED AT RN 1981020336912 IN THE RECORDS OF SAID COUNTY. THE ADJUSTED BASIS OF BEARINGS IS NORTH 00° 16' 57" WEST.

COMMENCING AT THE SOUTH POINT OF THE BASIS OF BEARINGS;
THENCE NORTH 00° 16' 37" WEST A DISTANCE OF 1,464.88 ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 9 TO THE COMMON CORNER OF:
1. THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED AT R.N. 2009000017689 AND RECORDED ON MARCH 12, 2009 IN THE RECORDS OF SAID COUNTY;
2. THE SOUTHEAST CORNER OF PARCEL NO. 2 AS DESCRIBED AT R.N. 2017000089773 AND RECORDED ON OCTOBER 13, 2017 IN THE RECORDS OF SAID COUNTY;
3. NORTHWEST CORNER OF LOT 30, BLOCK 4 OF THE SCAVALENTI SUBDIVISION RECORDED AT BOOK 5 PAGE 84, R.N. 446584 ON MAY 2, 1955 IN THE RECORDS OF SAID COUNTY, BEING THE POINT OF BEGINNING:

THENCE ALONG THE EAST LINE OF SAID PARCEL AT R.N. 2017000089773, ALSO BEING THE WEST LINE OF THE SW1/4 OF SECTION 9, NORTH 00° 16' 37" WEST A DISTANCE OF 104.36 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED AS PARCEL NO. 3A AT R.N. 2013000078679 AND RECORDED ON SEPTEMBER 9, 2013 IN THE RECORDS OF SAID COUNTY, ALSO BEING A POINT ON

THENCE ALONG THE SOUTH LINE OF SAID PARCEL NO. 3A, ALSO BEING THE NORTHERLY LINE OF SAID C. & S.R. NORTH 73° 06' 39" EAST A DISTANCE OF 151.41 FEET;

THENCE CONTINUING ALONG SAID SOUTH LINE, ALSO BEING THE NORTHERLY LINE OF SAID C. & S.R., IN AN EASTERLY DIRECTION WITH A TANGENT CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 1,482.69 FEET, A CENTRAL ANGLE OF 02° 59' 57" AND AN ARC LENGTH OF 77.61. THE CHORD OF SAID CURVE BEARS NORTH 74° 36' 37" EAST A DISTANCE OF 77.60 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL NO. 3A;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID C. & S.R., ALSO BEING THE SOUTHERLY LINE OF A PARCEL OF UNION PACIFIC RAILROAD LAND DESCRIBED IN BOOK 16 AT PAGE 514 IN THE RECORDS OF SAID COUNTY, ON A COMPOUND TANGENT CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 1,482.69 FEET, A CENTRAL ANGLE OF 01° 28' 14" AND AN ARC LENGTH OF 38.05 FEET. THE CHORD OF SAID CURVE BEARS NORTH 76° 50' 42" EAST A DISTANCE OF 38.05 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID C. & S.R., ALSO BEING THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD, ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,575.85 FEET, A CENTRAL ANGLE OF 26° 49' 26" AND AN ARC LENGTH OF 737.76 FEET. THE CHORD OF SAID CURVE BEARS SOUTH 88° 26' 42" EAST A DISTANCE OF 731.04 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID C. & S.R., ALSO BEING THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD, SOUTH 75° 02' 00" EAST A DISTANCE OF 332.08 FEET TO THE NORTHWEST CORNER OF PARCEL H RECORDED AT R.N. 2017000035300 ON APRIL 24, 2017 IN THE RECORDS OF SAID COUNTY;

THENCE ALONG THE WEST LINE OF SAID PARCEL H SOUTH 00° 00' 00" EAST A DISTANCE OF 103.51 FEET TO A POINT ON THE NORTH LINE OF PARCEL A AS DESCRIBED AT R.N. 2017000035300 ON APRIL 24, 2017 IN THE RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID C. & S.R.;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL A, ALSO BEING THE SOUTHERLY LINE OF SAID C. & S.R. NORTH 75° 02' 00" WEST A DISTANCE OF 358.82 FEET;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID BLOCK 4 OF THE CLEARVIEW SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF SAID C. & S.R. IN A WESTERLY DIRECTION WITH A COMPOUND TANGENT CURVE TURNING TO THE LEFT HAVING A RADIUS OF 1,475.85, A CENTRAL ANGLE OF 12° 56' 30", AND AN ARC LENGTH OF 333.36 FEET, TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4 OF SAID CLEARVIEW SUB., ALSO BEING THE NORTHEAST CORNER OF LOT 26, BLOCK 4 OF SAID SCAVALENTI SUBDIVISION. THE CHORD OF SAID CURVE BEARS SOUTH 87° 03' 12" WEST A DISTANCE OF 332.65 FEET;

THENCE ALONG THE NORTH LINE OF SAID BLOCK 4 OF THE SCAVALENTI SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF SAID C. & S.R. ON A COMPOUND TANGENT CURVE TURNING TO THE LEFT HAVING A RADIUS OF 1,475.85, A CENTRAL ANGLE OF 2° 26' 23", AND AN ARC LENGTH OF 62.84 FEET. THE CHORD OF SAID CURVE BEARS SOUTH 79° 21' 46" WEST A DISTANCE OF 62.84 FEET;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID BLOCK 4 OF THE SCAVALENTI SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF SAID C. & S.R. ON A NON-TANGENT CURVE TURNING TO THE LEFT HAVING A RADIUS OF 1,382.69, A CENTRAL ANGLE OF 4° 25' 43", AND AN ARC LENGTH OF 106.88 FEET. THE CHORD OF SAID CURVE BEARS SOUTH 75° 19' 31" WEST A DISTANCE OF 106.85 FEET;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID BLOCK 4 OF THE SCAVALENTI SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF SAID C. & S.R. SOUTH 75° 06' 32" WEST A DISTANCE OF 181.25 FEET TO THE POINT OF BEGINNING.
When recorded return to:
Fox Rothschild LLP
1225 17th Street, Suite 2200
Denver, CO 80202
Attn: Michael Friedman, Esq.

BARGAIN AND SALE DEED
[Statutory Form - C.R.S. § 38-30-115]

ROCKY MOUNTAIN PRESTRESS, LLC, a Colorado limited liability company ("Grantor"), whose street address is 5801 Pecos Street, Denver, CO 80221, for the consideration of Ten Dollars ($10.00), in hand paid, and other good and valuable consideration, hereby sells and conveys to Pecos Logistics Park, LLP, a Colorado limited liability limited partnership ("Grantee"), whose street address is 4221 Brighton Boulevard, Denver, CO 80216, the following real property in the County of Adams and State of Colorado, to wit:

the real property described in Exhibit A attached hereto and made a part hereof (the "Property"),

with all its appurtenances.

Grantor makes no warranties, express or implied, with respect to title to the Property.

The Property subject to the following covenants, conditions and restrictions, which Grantee, by the acceptance of this Deed, covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) **Railroad Proximity.**

(i) Grantee acknowledges that the property abutting the Westerly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(ii) Grantee shall not, and hereby waives all rights to, (A) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (B) directly or indirectly participate in petition drives, lobbying efforts or other
activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(iii) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

(b) Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The street address for the foregoing property is Vacant Land.

Signed this 28th day of May, 2019.

Rocky Mountain Prestress, LLC,
a Colorado limited liability company

By: 

Name: V. David Holsteen
Title: General Manager

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

The foregoing instrument was acknowledged before me this 28th day of May, 2019, by V. David Holsteen as General Manager of Rocky Mountain Prestress, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

Notary Public

THOMAS J. BLAKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 18974017968
My Commission Expires August 28, 2021
Grantee hereby accepts this Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated as of this 28th day of May, 2019.

Pecos Logistics Park, LLLP
a Colorado limited liability limited partnership

By: Its General Partner,
Westfield-Pecos General Partner, LLC,
a Colorado limited liability company

By __________________________
Name: Kevin P. Miller
Title: Manager

STATE OF (Colorado) ss.
COUNTY OF (El Paso) ss.

The foregoing instrument was acknowledged before me this 22nd day of November, 2019, by Kevin P. Miller as Manager of Westfield-Pecos General Partner, LLC, a Colorado limited liability company, the General Partner of Pecos Logistics Park, LLLP, a Colorado limited liability limited partnership.

Witness my hand and official seal.

My commission expires: 3/31/2020

[Signature]
Notary Public
EXHIBIT A
TO
BARGAIN AND SALE DEED

(Legal Description)

A PARCEL OF LAND BEING A PORTION OF LAND IN WARRANTY DEED RECORDED AUGUST 21, 1906 IN BOOK 16 AT PAGE 514 IN THE RECORDS OF THE ADAMS COUNTY CLERK & RECORDER'S OFFICE, STATE OF COLORADO, SITUATED IN THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011). THE BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. THE NORTH POINT OF SAID LINE IS A FOUND 2-INCH ALUMINUM CAP STAMPED "JACOBS ENGINEERING 2016 PLS 24942": THE SOUTH POINT OF SAID LINE IS A FOUND 2 1/2-INCH ALUMINUM CAP STAMPED CAP STAMPED "W.C. 5.00 2016 PLS 37601" IN A RANGE BOX MARKED "SURVEY": THE WITNESS CORNER IS 5.00 FEET WEST OF AND ON LINE TO THE WEST 1/16 CORNER OF SAID SECTION 9. THE MEASURED BEARING BETWEEN SAID POINTS IS SOUTH 00° 02' 51" WEST A DISTANCE OF 2,646.62 FEET. HOWEVER, THE BASIS BEARINGS HAS BEEN ROTATED COUNTERCLOCKWISE 00° 02' 51" TO MATCH THE BASIS OF BEARINGS USED ON THE PLAT PRESTRESSED-CON SUBDIVISION, SECOND FILING, RECORDED AT SURVEY DEPOSIT FILE NO. 14, MAP NO. 765, AUGUST 5, 1981 UNDER RECEPTION NO. B336912 IN THE RECORDS OF SAID COUNTY. THE BASIS OF BEARINGS ON THIS AND THE REFERENCE PLAT IS NORTH 00° 00' 00" EAST COMMENCING AT THE SOUTH POINT OF THE BASIS OF BEARINGS;

THENENCE NORTH 00° 00'00'' EAST A DISTANCE OF 1,163.68 ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 9;

THENENCE NORTH 90° 00'00" WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH PECOS STREET, ALSO BEING THE SOUTHEAST CORNER OF A PARCEL OF LAND RECORDED AUGUST 11, 2009 UNDER RECEPTION NO. 2009000059721 AND THE NORTHEAST CORNER OF A PARCEL OF LAND RECORDED SEPTEMBER 16, 2009 UNDER RECEPTION NO. 2009000069014 IN THE RECORDS OF SAID COUNTY;

THENENCE ON A NON-TANGENT ARC TO THE LEFT, ON THE COMMON BOUNDARY BETWEEN SAID PARCELS AT RECEPTION NUMBERS 2009000059721 AND 2009000069014, HAVING A RADIUS OF 2028.00 FEET, A CENTRAL ANGLE OF 02° 15' 24" AND AN ARC LENGTH OF 79.88 FEET. THE CHORD OF SAID CURVE BEARS NORTH 70° 48' 21" WEST A DISTANCE OF 79.87 FEET TO THE SOUTHWEST CORNER OF SAID
PARCEL AT RECEPTION NO. 2009000059721 AND THE NORTHWEST CORNER OF SAID PARCEL RECEPTION NUMBER 2009000069014 AND THE POINT OF BEGINNING:

THENCE CONTINUING ON A NON-TANGENT ARC TO THE LEFT, ON THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AS PARCEL "I" IN RECEPTION NUMBER 2017000035300 ON APRIL 24, 2017 IN THE RECORDS OF SAID COUNTY, HAVING A RADIUS OF 2028.00 FEET, A CENTRAL ANGLE OF 03°05'57" AND AN ARC LENGTH OF 109.70 FEET, THE CHORD OF SAID CURVE BEARS NORTH 73°29'01" WEST A DISTANCE OF 109.68 FEET;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL "I" NORTH 75°02'00" WEST A DISTANCE OF 300.28 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "I";

THENCE NORTH 75°02'00" WEST A DISTANCE OF 657.94 FEET ALONG THE NORTH LINE OF A PARCEL OF LAND DESCRIBED AS PARCEL "H" IN RECEPTION NUMBER 2017000035300 ON APRIL 24, 2017 IN THE RECORDS OF SAID COUNTY;

THENCE DEPARTING SAID NORTH LINE OF PARCEL "H" NORTH 01°28'00" WEST A DISTANCE OF 46.67 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AS PARCEL "B" IN RECEPTION NUMBER 2017000035300 ON APRIL 24, 2017 IN THE RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTH LINE OF PARCEL "B" SOUTH 75°02'00" EAST A DISTANCE OF 600.00 FEET;

THENCE CONTINUING ALONG SAID SOUTH LINE OF PARCEL "B" SOUTH 14°58'00" WEST A DISTANCE OF 13.50 FEET;

THENCE CONTINUING ALONG SAID SOUTH LINE OF PARCEL "B" SOUTH 75°02'00" EAST A DISTANCE OF 481.10 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AT RECEPTION NUMBER 2009000059721;

THENCE DEPARTING SAID SOUTH LINE OF PARCEL "B" SOUTH 15°01'04" WEST A DISTANCE OF 34.23 FEET ALONG THE WEST LINE OF SAID PARCEL AT RECEPTION NUMBER 2009000059721 TO THE POINT OF BEGINNING.
When recorded return to:
Fox Rothschild LLP
1225 17th Street, Suite 2200
Denver, CO 80202
Attn: Michael Friedman, Esq.

SPECIAL WARRANTY DEED
[Statutory Form - C.R.S. § 38-30-115]

Rocky Mountain Prestress, LLC, a Colorado limited liability company ("Grantor"), whose street address is 5801 Pecos Street, Denver, CO 80221, for Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to Pecos Logistics Park, L.L.C, a Colorado limited liability limited partnership, whose street address is 4221 Brighton Boulevard, Denver, CO 80216, the real property in the County of Adams and State of Colorado described on Exhibit A attached hereto and made a part hereof, with all its appurtenances, and warrants the title to the same against all persons claiming under Grantor, subject to the matters set forth on Exhibit B attached hereto and made a part hereof.

The street address for the foregoing property is: 5801 Pecos Street, Denver, CO 80221.

Signed as of this ___27___ day of November, 2018.

SIGNATURES ON FOLLOWING PAGES
SPECIAL WARRANTY DEED
[Statutory Form - C.R.S. § 38-30-115]

Rocky Mountain Prestress, LLC, a Colorado limited liability company ("Grantor"), whose street address is 5801 Pecos Street, Denver, CO 80221, for Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to Pecos Logistics Park, LLLP, a Colorado limited liability limited partnership, whose street address is 4221 Brighton Boulevard, Denver, CO 80216, the real property in the County of Adams and State of Colorado described on Exhibit A attached hereto and made a part hereof, with all its appurtenances, and warrants the title to the same against all persons claiming under Grantor, subject to the matters set forth on Exhibit B attached hereto and made a part hereof.

The street address for the foregoing property is: 5801 Pecos Street, Denver, CO 80221.

Signed as of this 27th day of November, 2018.

SIGNATURES ON FOLLOWING PAGES
Rocky Mountain Prestress, LLC,  
a Colorado limited liability company

By:  
Name: V. David Holsteene  
Title: General Manager

By:  
Name Travis W. Gillmore  
Title: Manager

STATE OF COLORADO  
CITY AND COUNTY OF DENVER  

The foregoing instrument was acknowledged before me this 19th day of November, 2018, by V. David Holsteene as General Manager of Rocky Mountain Prestress, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 10/30/2021

[Notary Seal]

DEBRA L. MAHURON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19874124698  
MY COMMISSION EXPIRES 10/30/2021

STATE OF COLORADO  
CITY AND COUNTY OF DENVER  

The foregoing instrument was acknowledged before me this 19th day of November, 2018, by Travis W. Gillmore as Manager of Rocky Mountain Prestress, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 10/30/2021

[Notary Seal]

DEBRA L. MAHURON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19874124698  
MY COMMISSION EXPIRES 10/30/2021
EXHIBIT A
TO
SPECIAL WARRANTY DEED

LEGAL DESCRIPTION
(see attached)

PARCEL A:
LOT 1, BLOCK 1, PRESTRESSED - CON SUBDIVISION SECOND FILING, AS AMENDED BY PRESTRESSED-CON SUBDIVISION SECOND FILING - PLAT CORRECTION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 2018 UNDER RECEPTION NO. 2018000092478, COUNTY OF ADAMS, STATE OF COLORADO, EXCEPT THAT PART DESCRIBED AS EXHIBIT "A" IN DEED RECORDED AUGUST 18, 2009 UNDER RECEPTION NO. 2009000061475.

PARCEL C:
THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT 664.4 FEET EAST AND 660.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION;
THENCE EAST 10 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING EAST 125 FEET;
THENCE NORTH 125 FEET;
THENCE WEST 125 FEET;
THENCE SOUTH 125 FEET TO THE POINT OF BEGINNING.

PARCEL D:
LOTS 1 AND 2 INCLUSIVE, BLOCK 1, PRESTRESSED - CON SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL E:
LOT 2, BLOCK 1, FELCH SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL F:
THAT PART OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, THENCE EAST ALONG SAID SECTION LINE 60 FEET;
THENCE NORTH 40 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 10 FEET;
THENCE WEST 30 FEET;
THENCE NORTH 308 FEET;
THENCE EAST 302.2 FEET;
THENCE SOUTH 318 FEET;
THENCE WEST 95 FEET;
THENCE NORTH 145 FEET;
THENCE WEST 110 FEET;
THENCE SOUTH 145 FEET;
THENCE WEST 67.20 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPT THE NORTH 35 FEET THEREOF AND EXCEPT THE EAST 1 FOOT THEREOF DESCRIBED IN
DEED Recorderd AuGUST 31, 1978 IN BooK 2270 AT PAGE 387.

NOTE: THIS LEGAL DESCRIPTION FOR PARCEL F IS THE SAME AS THE LEGAL DESCRIPTION REFERENCED IN THE PERSONAL REPRESENTATIVES DEED Recorderd ON AuGUST 8, 2000 AT RECIEPTION NO. C0698515 IN BooK 6216 AT PAGE 002-003, BUT WITH A CORRECTION TO THE SCRIVENER'S ERRORS CONTAINED IN SUCH DEED THAT (I) INCORRECTLY LISTED THE RANGE AS "RANGE 58 WEST", (II) INCORRECTLY STATED THE SIXTH CALL AS "THENCE EAST 202.2 FEET" AND (III) INCORRECTLY LISTED THE LAST CALL AS "THENCE WEST 07.20 FEET TO THE TRUE POINT OF BEGINNING".

PARCEL G:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 3
SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SAID SECTION 9, THENCE EAST ALONG THE SOUTH SECTION LINE, 127.20 FEET;
THENCE NORTH 40 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 145 FEET;
THENCE EAST 110 FEET;
THENCE SOUTH 145 FEET
THENCE WEST 110 FEET TO THE POINT OF BEGINNING.

NOTE: THIS LEGAL DESCRIPTION FOR PARCEL G IS THE SAME AS THE LEGAL DESCRIPTION REFERENCED IN THE PERSONAL REPRESENTATIVES DEED Recorderd ON AuGUST 8, 2000 AT RECIEPTION NO. C0698515 IN BooK 6216 AT
PAGE 002-003, BUT WITH A CORRECTION TO THE SCRIVENERS ERRORS CONTAINED IN SUCH DEED THAT INCORRECTLY STATED THE FIRST CALL AS "THENCE EAST ALONG THE SOUTH SECTION LINE, 187.20 FEET."
EXHIBIT B
TO
SPECIAL WARRANTY DEED

TITLE EXCEPTIONS

1. TAXES FOR THE YEAR 2018, A LIEN NOT YET DUE AND PAYABLE.

2. WATER RIGHTS, CLAIMS OR TITLE TO WATER.

3. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 21, 1897 IN BOOK A67 AT PAGE 272.


5. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR GAS PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 01, 1959, IN BOOK 786 AT PAGE 562.

6. RESERVATION OF RIGHTS-OF-WAY OR EASEMENTS FOR THE CONTINUED USE OF EXISTING SEWER, GAS, WATER OR SIMILAR PIPE LINES AND APPURTENANCES AND FOR ELECTRIC, TELEPHONE AND SIMILAR LINES AND APPURTENANCES WITHIN THE VACATED RIGHTS OF WAY OF TEJON STREET, RARITAN STREET AND PINECROSS DRIVE, BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF ADAMS, AS SET FORTH IN RESOLUTION RECORDED JUNE 15, 1970 IN BOOK 1605 AT PAGE 266.


8. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED APRIL 16, 1974 IN BOOK 1924 AT PAGE 492.


11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PRESTRESSED - CON SUBDIVISION RECORDED AUGUST 05, 1981 UNDER RECEPTION NO. 336911.

12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED AUGUST 18, 1981 IN BOOK 2579 AT PAGE 800.

13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PRIVATE WAY LICENSE RECORDED SEPTEMBER 28, 1982 IN BOOK 2681 AT PAGE 765.

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AGREEMENT RECORDED JUNE 19, 1984 IN BOOK 2885 AT PAGE 841.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT FOR WATER LINE, SANITARY SEWER AND STORM SEWER RECORDED DECEMBER 10, 1987 IN BOOK 3397 AT PAGE 485.
SPECIAL WARRANTY DEED
[Statutory Form - C.R.S. § 38-30-115]

Rocky Mountain Prestress, LLC, a Colorado limited liability company ("Grantor"), whose street address is 5801 Pecos Street, Denver, CO 80221, for Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to Pecos Logistics Park, LLLP, a Colorado limited liability limited partnership, whose street address is 4221 Brighton Boulevard, Denver, CO 80216, the real property in the County of Adams and State of Colorado described on Exhibit A attached hereto and made a part hereof, with all its appurtenances, and warrants the title to the same against all persons claiming under Grantor, subject to the matters set forth on Exhibit B attached hereto and made a part hereof.

The Property subject to the following covenants, conditions and restrictions, which Grantee, by the acceptance of this Deed, covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

(a) Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

(b) Railroad Proximity.

(i) Grantee acknowledges that the property abutting the Northerly and Westerly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(ii) Grantee shall not, and hereby waives all rights to, (A) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (B) directly or indirectly participate in
petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(iii) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

The street address for the foregoing property is 5855 Pecos Street, Denver, CO 80221.

Signed as of this 28th day of May, 2019.

SIGNATURES ON FOLLOWING PAGES
Rocky Mountain Prestress, LLC,
a Colorado limited liability company

By:

Name: V. David Holstein
Title: General Manager

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this ___ day of __________, 2019, by V. David Holsteen as General Manager of Rocky Mountain Prestress, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: __________

Notary Public

THOMAS J BLAKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874073058
My Commission Expires August 26, 2021
Grantee hereby accepts this Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated as of this 28th day of May, 2019.

Pecos Logistics Park, LLLP
a Colorado limited liability limited partnership

By: Its General Partner,
Westfield-Pecos General Partner, LLC,
a Colorado limited liability company

By: ____________________________
Name: Heath McClintock
Title: Manager

STATE OF (__________________________) ss.
COUNTY OF (__________________________) ss.

The foregoing instrument was acknowledged before me this 22nd day of
July, 2019, by Heath McClintock as the General Partner, LLC, a Colorado limited liability company, the General Partner of Pecos Logistics Park, LLLP, a Colorado limited liability limited partnership.

Witness my hand and official seal.

My commission expires: ________________________________

[Signature]
Notary Public

[Stamp]
EXHIBIT A
TO
SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND NO. 6A-R(1), BEING A PORTION OF PROPERTY DESCRIBED IN THE RECORDS OF THE ADAMS COUNTY CLERK & RECORDER IN BOOK 16, PAGE 514, LOCATED IN THE SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 9 BEARS N. 02°58'29" E., A DISTANCE OF 924.33 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
1. THENCE S. 00°55'39" E., A DISTANCE OF 297.64 FEET, TO A POINT ON THE NORTHERLY LINE OF LOT 1, BLOCK 2, PRESTRESSED-CON SUBDIVISION, SECOND FILING;
2. THENCE ALONG SAID PROPERTY LINE N. 74°58'42" W., A DISTANCE OF 646.21 FEET;
3. THENCE N. 02°26'59" E., A DISTANCE OF 86.25 FEET;
4. THENCE N. 85°55'00" E., A DISTANCE OF 617.19 FEET, TO THE TRUE POINT OF BEGINNING.

BASIS BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SW 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING NORTH 00°03'19" EAST. THE CENTER QUARTER CORNER OF SAID SECTION IS A 3 1/4" ALUMINUM CAP (STAMPED LS 16401) IN A RANGE BOX. THE SOUTH QUARTER CORNER OF SAID SECTION IS MONUMENTED BY A WITNESS CORNER, OFFSET 5.00 FEET TO THE WEST ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION, BEING A 2 1/2" ALUMINUM CAP (STAMPED PLS 11372) IN A RANGE BOX.
EXHIBIT B
TO
SPECIAL WARRANTY DEED

TITLE EXCEPTIONS

1. TAXES FOR THE YEAR 2019, A LIEN NOT YET DUE AND PAYABLE.

2. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 21, 1897 IN BOOK A67 AT PAGE 272.

3. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS TO THE RESERVATION OF OIL, GAS OR OTHER HYDROCARBONS, AS DEFINED AND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JUNE 30, 1955 IN BOOK 556 AT PAGE 284.

4. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTH PECOS WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 07, 1974, IN BOOK 1907 AT PAGE 665.

5. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PRIVATE WAY LICENSE RECORDED SEPTEMBER 28, 1982 IN BOOK 2681 AT PAGE 765.

6. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HYLAND HILLS PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 19, 1990, IN BOOK 3712 AT PAGE 402.

7. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN UNDERGROUND FACILITIES INFORMATION RECORDED MARCH 15, 1993 IN BOOK 4038 AT PAGE 101.

8. TERMS, RESERVATIONS, COVENANTS, CONDITIONS, PROVISIONS, RAILROAD RIGHTS, BURDENS, OBLIGATIONS AND EASEMENTS AS DEFINED AND DESCRIBED IN QUITCLAIM DEED RECORDED AUGUST 11, 2009 UNDER RECEPTION NO. 2009000059722.

9. EASEMENT GRANTED TO COUNTY OF ADAMS, STATE OF COLORADO, FOR DRAINAGE AND MAINTENANCE OF COUNTY OWNED FACILITIES, AND
INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 03, 2019, UNDER RECEPTION NO. 2019000024091.
When recorded return to:
Fox Rothschild LLP
1225 17th Street, Suite 2200
Denver, CO 80202
Attn: Michael Friedman, Esq.

SPECIAL WARRANTY DEED
[Statutory Form – C.R.S. § 38-30-115]

Rocky Mountain Prestress, LLC, a Colorado limited liability company ("Grantor"), whose street address is 5801 Pecos Street, Denver, CO 80221, for Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to Pecos Logistics Park, LLLP, a Colorado limited liability limited partnership, whose street address is 4221 Brighton Boulevard, Denver, CO 80216, the real property in the County of Adams and State of Colorado described on Exhibit A attached hereto and made a part hereof, with all its appurtenances, and warrants the title to the same against all persons claiming under Grantor, subject to the matters set forth on Exhibit B attached hereto and made a part hereof.

The street address for the foregoing property is: Vacant Land.

Signed as of this 28th day of May, 2019.
Rocky Mountain Prestress, LLC,
a Colorado limited liability company

By: ____________________________
Name: V. David Holsteen
Title: General Manager

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 16th day of May, 2019, by V. David Holsteen as General Manager of Rocky Mountain Prestress, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 8-29-21

[Signature]
Notary Public

[Notary Public Seal]

THOMAS J BLAKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19874017388
My Commission Expires August 29, 2021
EXHIBIT A
TO
SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

PARCEL B:
LOT 1, BLOCK 2, PRESTRESSED - CON SUBDIVISION SECOND FILING, AS AMENDED BY PRESTRESSED - CON SUBDIVISION SECOND FILING - PLAT CORRECTION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 2018 UNDER RECEPTION NO. 201800092478, COUNTY OF ADAMS, STATE OF COLORADO, EXCEPT THAT PART DESCRIBED AS EXHIBIT "B" IN DEED RECORDED AUGUST 18, 2009 UNDER RECEPTION NO. 2009000061475.

PARCEL H:
A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL THAT PORTION OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY 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 THOSE LANDS CONVEYED TO SAID RAILWAY COMPANY BY DEED RECORDED AUGUST 15, 1870 IN BOOK 28 AT PAGE 266, RECORDS OF ARAHAEHOE COUNTY, COLORADO AND SITUATED IN THE SW1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO BOUNDED ON THE EASTERLY SIDE BY A LINE DRAWN AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE DISTANT 545.0 FEET WESTERLY OF THE CENTERLINE OF PECOS STREET, AS MEASURED ALONG A LINE DRAWN PARALLEL WITH AND DISTANT 50.0 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACK CENTERLINE, AND BOUNDED ON THE WESTERLY SIDE BY A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID SW1/4 OF SECTION 9 AND DISTANT 1,405.0 FEET WESTERLY OF SAID CENTERLINE OF PECOS STREET, AS MEASURED ALONG SAID LINE DRAWN PARALLEL WITH AND DISTANT 50.0 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACK CENTERLINE.

PARCEL I:
A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS: BEING THAT PORTION OF THAT CERTAIN 12 ACRE TRACT OF LAND DESCRIBED IN DEED DATED AUGUST 15, 1870 TO THE COLORADO CENTRAL RAILROAD COMPANY, RECORDED AUGUST 15, 1870 IN BOOK 28 AT PAGE 266, RECORDS OF
ARAPAHOE COUNTY, BOUNDED WESTERLY BY THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED DATED FEBRUARY 24, 1998 FROM THE BURLINGTON NORTHERN AND SANTA FE RAILROAD COMPANY TO ANT., LLC, RECORDED DECEMBER 10, 1999 IN BOOK 5978 AT PAGE 846, RECORDS OF ADAMS COUNTY AND BOUNDED EASTERLY BY THE WESTERLY BOUNDARY OF THAT CERTAIN 0.215 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED SEPTEMBER 11, 2009 FROM BNSF RAILWAY COMPANY TO ADAMS COUNTY, COLORADO RECORDED SEPTEMBER 16, 2009 AT RECEPTION NO. 2009000069014, RECORDS OF ADAMS COUNTY.
EXHIBIT B
TO
SPECIAL WARRANTY DEED

TITLE EXCEPTIONS

1. TAXES FOR THE YEAR 2019, A LIEN NOT YET DUE AND PAYABLE.

2. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTRecorded August 21, 1897 IN BOOK A67 AT PAGE 272.


4. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR GAS PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 01, 1959, IN BOOK 786 AT PAGE 562.

5. RESERVATION OF RIGHTS-OF-WAY OR EASEMENTS FOR THE CONTINUED USE OF EXISTING SEWER, GAS, WATER OR SIMILAR PIPE LINES AND APPURTENANCES AND FOR ELECTRIC, TELEPHONE AND SIMILAR LINES AND APPURTENANCES WITHIN THE VACATED RIGHTS OF WAY OF TEJON STREET, RARITAN STREET AND PINKARD DRIVE, BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF ADAMS, AS SET FORTH IN RESOLUTION RECORDED JUNE 15, 1970 IN BOOK 1605 AT PAGE 266.


7. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED AUGUST 18, 1981 IN BOOK 2579 AT PAGE 800.
8. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PRIVATE WAY LICENSE RECORDED SEPTEMBER 28, 1982 IN BOOK 2681 AT PAGE 765.

9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AGREEMENT RECORDED JUNE 19, 1984 IN BOOK 2885 AT PAGE 841.

10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT FOR WATER LINE, SANITARY SEWER AND STORM SEWER RECORDED DECEMBER 10, 1987 IN BOOK 3397 AT PAGE 485.

11. TERMS, PROVISIONS AND CONDITIONS OF RESERVATION OF ALL COAL, OIL, GAS, CASING HEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE, AS RESERVED IN INSTRUMENT RECORDED DECEMBER 10, 1999, IN BOOK 5978 AT PAGE 846 AND CORRECTION QUITCLAIM DEED RECORDED APRIL 17, 2002 UNDER RECEPTION NO. C0956732, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN, EXCEPT EASEMENTS OR RIGHTS REFERRED TO IN QUITCLAIM DEED FROM BNSF RAILWAY COMPANY, A DELAWARE CORPORATION RELEASING CERTAIN EASEMENTS RECORDED MARCH 14, 2019 UNDER RECEPTION NO. 2019000018468 AND TERMINATION OF BNSF EASEMENTS RECORDED MARCH 14, 2019 UNDER RECEPTION NO. 2019000018720.

12. TERMS, PROVISIONS AND CONDITIONS OF RESERVATION OF ALL COAL, OIL, GAS, CASING-HEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE INCLUDING SAND AND GRAVEL, AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED JULY 22, 2014, UNDER RECEPTION NO. 2014000048098, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND RESERVED IN QUITCLAIM DEED FROM BNSF RAILWAY COMPANY TO ROCKY MOUNTAIN PRESTRESS, LLC RECORDED JULY 22, 2014 UNDER RECEPTION NO. 2014000048098, EXCEPT EASEMENTS OR RIGHTS REFERRED TO IN QUITCLAIM DEED FROM BNSF RAILWAY COMPANY, A DELAWARE CORPORATION RELEASING CERTAIN EASEMENTS RECORDED MARCH 14, 2019 UNDER RECEPTION NO. 2019000018468 AND TERMINATION OF BNSF EASEMENTS RECORDED MARCH 14, 2019 UNDER RECEPTION NO. 2019000018720.

14. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY DATED NOVEMBER 16, 2018 PREPARED BY NV5, INC., JOB #223518-0000060.00:
A. A FENCE CROSSING PARCEL H BUT NOT ALONG THE PROPERTY LINE.
(AFFECTS PARCEL H)

F. UTILITY LINES CROSSING PARCELS H AND I BUT NOT WITHIN
RECORDED EASEMENTS. (AFFECTS PARCELS H AND I)

G. POSSIBLE ENCROACHMENT OF A BUILDING ONTO THE LAND ADJACENT
TO THE SOUTH. (AFFECTS PARCEL B)

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND
EASEMENTS AS SET FORTH AND GRANTED IN ACCESS EASEMENT DEED
RECORDED FEBRUARY 28, 2019 UNDER RECEPTION NO. 2019000014868.
BASIS OF BEARINGS:

An assumed bearing of N00°00'-00"E, being the east line of the southwest 4 of section 9, township 3 south, range 68 west of the 6th principal meridian, county of Adams, state of Colorado.

ACCESS RESTRICTION STATEMENT:

All access rights shall be restricted across right-of-way lines of major highways, parkways, streets, or freeways, where required as a provision of approval.

EASEMENT STATEMENT:

Utility easements are hereby dedicated to private property as shown on subdivision plat. These easements are dedicated to Adams County for the benefit of the applicable utility providers for the installation, maintenance, and replacement of utilities.

STORM DRAINAGE FACILITIES STATEMENT:

The policy of the county requires that maintenance access shall be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owners shall be responsible for the maintenance of all drainage facilities including ditches, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdivision development agreement. Should the owner fail to maintain said facilities, the county shall have the right to enter said land for the sole purpose of operations and maintenance. All such maintenance cost will be assessed to the property owners.

ADAMS COUNTY RIGHT-OF-WAY PARCEL:

The Adams County right-of-way parcel along Pecos street and west 55th Avenue are to be vacated and dedicated by this plat and platting process.

FLOODPLAIN NOTE:

The property is located within zone X (areas determined to be outside the 0.2% annual chance floodplain) as per FEMA flood map 9703100500 dated March 5, 2007.

TRACT NOTE:

TRACT "A" is for the purposes of storm drainage facilities and sanitary sewer infrastructure. TRACT "A" will be owned by Pecos Logistics Park, LLC, a Colorado limited liability limited partnership, and will be maintained by the ownership or Pecos Logistics Park metropolitan district.

TRACT "B" is for the purpose of providing a buffer area that transitions the residential zones into the west and the industrial zones within the Pecos Logistics Park filing No. 1 platted lands. TRACT "B" will be owned by Pecos Logistics Park, LLC, a Colorado limited liability limited partnership, and will be maintained by the ownership or Pecos Logistics Park metropolitan district.

TITLE COMMITMENT NOTE:

Surveyor relied upon title commitment prepared by Land Title Guaranty Company order No. A80706033938 with an effective date of June 26, 2010, for the preparation of this plat.
PECOS LOGISTICS PARK FILING NO. 1- PRELIMINARY PLAT

A REPLAT OF PRESTRESSED-CON SUBDIVISION SECOND FILING; PRESTRESSED-CON SUBDIVISION; LOT 2, BLOCK 1, FELCH SUBDIVISION;
AND UNPLATTED PARCELS OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 7

CENTRAL & CORNER
SEC. 9, T.35, R.68W
FOUND 2" DIA. ALLOY CAP IN RANGE BOX
STAMPED PLS 24942

END R.O.W.
DEDICATION
PECOS ST.
N75°02'00"W

UNPLATTED
ADAMS COUNTY
RIGHT-OF-WAY
TO BE VACATED
AS A PART OF
THIS PLAT

R.O.W.
DEDICATED
BY THIS PLAT
15,660 SQ. FT.
0.36 ACRES

R.O.W.
DEDICATED
BY THIS PLAT
3,007 SQ. FT.
0.07 ACRES

STORM SEWER
EASEMENT
DEDICATED
BY THIS PLAT

SOUTH & CORNER
SEC. 9, T.35, R.68W
FOUND ALLOY CAP IN RANGE BOX
STAMPED PLS 40035

4.00' ALLOY CAP

SOUTH LINE OF THE SOUTHWEST 1/4
SECTION 9, T.35, R.68W

R.O.W. VARIES

WEST 56TH AVENUE
R.O.W. VARIES

LOT 1
801,120 SQ. FT.
20.43 ACRES

LOT 2
1,027,511 SQ. FT.
23.56 ACRES

LOT 3
773,115 SQ. FT.
17.75 ACRES

PAGE 1 OF 7

1 inch = 100 ft.
August 28, 2019

Pecos Logistics Park, LLLP
4221 Brighton Blvd
Denver CO 80216

RE: PECOS SITE ON EXHIBIT A

Dear Owner/Occupant

Denver Water has been asked to determine whether the property described on the attached layout is located within a Distributor’s service area and eligible to receive water service. This letter verifies that the property is located within Berkeley District, Denver Water & North Pecos District Distributor service areas. This property is eligible to receive water. Any project located on the property will be subject to compliance with Denver Water’s Operating Rules, Regulations, Engineering Standards and applicable charges. Prior to proceeding with the project, verify with to determine Berkeley District, Denver Water & North Pecos District Distributor’s ability to serve, rules and regulations affecting service and additional applicable charges. Please check the fire requirements for the proposed development with the Fire Prevention Bureau and the availability of fire flow from existing mains with the Distributor’s Hydraulics Department or with Denver Water’s Hydraulics Department.

If you have questions, or you would like to schedule a meeting to discuss the proposed project, please contact Denver Water Sales Administration at 303-628-6100 (Option 2).

Sincerely,

Ana Seiglie
Ana Seiglie
Sales Administration

CC: District
Enclosure
RE: Request for “Will Serve” Letter | Pecos Property & Broadway Property, Denver, CO

Ms. Sutherland:

At this time, we are requesting documentation in the form of a Will Serve Letter from Denver Water affirming that the project can be serviced.

The Will Serve Letter should be addressed to:

WESTFIELD COMPANY INC.
4221 Brighton Boulevard
Denver, CO 80216

The Property: The Property consists of two parcels of real property referred to as the “Pecos Property” and “Broadway Property.” The Pecos Property comprises approximately 62.53 acres, and the Broadway Property comprises approximately 22.77 acres.
1. **1921 W 56th Ave., Denver, CO 80221**

   **Account Number:** R0103315

   **Legal Description:** SECT,TWN,RNG:9-3-68 DESC: BEG 127/20 FT E AND 40 FT N OF SW OCR SE4 SW4 SEC 9 TH N 145 FT TH E 110 FT TH S 145 FT TH W 110 FT TO BEG 0/37A **1921 W 56TH AVE**

2. **5700 Vallejo St., Denver, CO 80221**

   **Account Number:** R0103321

   **Legal Description:** SECT,TWN,RNG:9-3-68 DESC: THAT PART SW4 SW4 DESC AS FOLS BEG AT A PT 664/4 FT E AND 660 FT N OF SW COR SD SEC TH E 10 FT TO POB TH CONT E 125 FT TH N 125 FT TH W 125 FT TH S 125 FT TO POB 0/36A

3. **1901 W 56th Ave., Denver, CO 80221**

   **Account Number:** R0103322
Legal Description: SECT,TWN,RNG:9-3-68 DESC: BEG AT SW OCR SE4 SW4 SEC 9 TH E 60 FT TH N 40 FT TO TRUE POB TH N 10 FT W 30 FT TH N 308 FT TH E 302/2 FT TH S 318 FT TH W 95 FT TH N 145 FT TH W 110 FT TH S 145 FT TH W 67/20 FT TO TRUE POB EXC N 35 FT AND EXC E 1 FT 1/54A **1835 W 56TH AVE**

4. **Parcel #: 0182509309001**

   **Account Number:** R0103405
   
   **Legal Description:** SUB:FELCH SUBD BLK:1 LOT:2

5. **Parcel #: 0182509312001**

   **Account Number:** R0103411
   
   **Legal Description:** SUB:PRESTRESSED-CON BLK:1 LOT:1

6. **Parcel #: 0182509312002**

   **Account Number:** R0103412
   
   **Legal Description:** SUB:PRESTRESSED-CON BLK:1 LOT:2

7. **5751 Pecos St., Denver, CO 80221**

   **Account Number:** R0103413
   
   **Legal Description:** SUB:PRESTRESSED-CON 2ND BLK:1 LOT:1 EXC RD (REC NO 200900061475)

8. **5801 Pecos St., Denver, CO 80221**

   **Account Number:** R0103414
   
   **Legal Description:** SUB:PRESTRESSED-CON 2ND BLK:2 LOT:1 EXC RD (REC NO 200900061475)

9. **Parcel #: 0182509300063**

   **Account Number:** R0124529
   
   **Legal Description:** SECT,TWN,RNG:9-3-68 DESC: ALL THAT PORT OF THE BN AND S RR CO 100 FT WIDE BRANCH LN ROW BEING 50 FT WIDE ON EACH SIDE OF RR CO MAIN TRACK C/L AND SITUATE IN THE SW4 OF SEC 9 BOUNDED ON THE ELY SIDE BY A LN DRAWN AT RT ANG TO SD MAIN TRACK C/L DIST OF 545 FT WLY OF THE C/L OF PECOS ST AS MEAS ALG A LN DRAWN // WITH AND DIST 50 FT SLY OF AS MEAS AT RT ANG FROM SD MAIN TRACK C/L AND BOUNDED ON WLY SIDE BY A LN DRAWN // WITH THE E LN OF SD SW4 OF SEC 9 AND DIST 1405 FT WLY OF SD C/L
10. Parcel #: 0182509300067

Account Number: R0184678

Legal Description: SECT,TWN,RNG:9-3-68 DESC: PARC OF LAND LYING IN THE SW4 OF SEC 9 BEING THAT PORT OF THAT 12 ACRE TRACT OF LAND IN BOOK 28 PAGE 266 BOUNDED WLY BY THE ELY BDRY OF PARC OF LAND DESC IN DEED BOOK 5978 PAGE 846 AND BOUNDED ELY BY THE WLY BOUNDARY OF THAT CERTAIN 0/215A PARC OF LAND IN REC NO 2009000069014 (PARC IS APPROXIMATELY 100 X 400) 0/9182A

11. 5855 Pecos St., Denver, CO 80221

Account Number: R0179027

Legal Description: SECT,TWN,RNG:9-3-68 DESC: TRACT OF LAND IN THE SW4 OF SEC 9 DESC AS FOLS BEG AT A PT WHENCE THE CEN 1/4 COR OF SD SEC 9 BRS N 02D 58M 29S E 924/33 FT SD PT ALSO BEING THE TRUE POB TH S 00D 55M 39S E 297/64 FT TO A PT ON THE NLY LNO F LOT 1 BLK 2 PRESTRESSED CON SUBD 2ND FLG TH ALG SD PROP LN N 74D 58M 42S W 646/21 FT TH N 02D 26M 59S E 86/25 FT TH N 85D 55M 00S E 617/19 FT TO THE TRUE POB 2/730A
## Annual Water Consumption Estimate

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<tr>
<td></td>
<td></td>
<td>860.00</td>
<td>860.00</td>
<td>86.00</td>
<td>86.00</td>
<td>86.00</td>
<td>3,491.60</td>
</tr>
<tr>
<td>Water Closet</td>
<td>1.00</td>
<td>3.00</td>
<td>0.10</td>
<td>0.50</td>
<td>3,491.60</td>
<td>1,162,004.48</td>
<td>9,546.00</td>
</tr>
<tr>
<td>Urinal</td>
<td>1.00</td>
<td>-</td>
<td>0.40</td>
<td>-</td>
<td>894.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lavatory Faucet (15 Sec)</td>
<td>8.00</td>
<td>3.00</td>
<td>0.50</td>
<td>0.50</td>
<td>9,546.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shower (300 Sec)</td>
<td>0.10</td>
<td>0.10</td>
<td>-</td>
<td>-</td>
<td>172.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchen Sink (15 Sec)</td>
<td>1.00</td>
<td>1.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

### Fixtures

<table>
<thead>
<tr>
<th>Fixture</th>
<th>Gallons per Use</th>
<th>Consumption</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Fixture Specific)</td>
<td>Gallons Per Day</td>
</tr>
<tr>
<td>Water Closet (Gal/Flush)</td>
<td>1.28</td>
<td>4,469.25</td>
</tr>
<tr>
<td>Urinal (Gal/Flush)</td>
<td>0.125</td>
<td>111.80</td>
</tr>
<tr>
<td>Lavatory (0.5 GPM for 15 Sec)</td>
<td>0.125</td>
<td>1,193.25</td>
</tr>
<tr>
<td>Shower (2.5 GPM for 300 Sec)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Kitchen Sink (2.0 GPM for 15 Sec)</td>
<td>0.25</td>
<td>430.00</td>
</tr>
<tr>
<td>Total not including Bar/Utility</td>
<td></td>
<td>6,204.30</td>
</tr>
</tbody>
</table>

### Bar/Utility Fixtures

<table>
<thead>
<tr>
<th>Bar/Utility Fixtures</th>
<th>Gallons per Day</th>
<th>Quantity</th>
<th>Totals (Gal/Day)</th>
<th>Totals (Gal/Year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck Wash</td>
<td>300.00</td>
<td>7.00</td>
<td>2,100.00</td>
<td>546,000.00</td>
</tr>
<tr>
<td>2-Comp Sink</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Utility Sinks</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Mop Sinks</td>
<td>5.00</td>
<td>4.00</td>
<td>20.00</td>
<td>5,200.00</td>
</tr>
<tr>
<td>Dishwasher</td>
<td>20.00</td>
<td>4.00</td>
<td>80.00</td>
<td>20,800.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>2,200.00</td>
<td>572,000.00</td>
</tr>
</tbody>
</table>

### Parameters

- Mop Sink: One mop bucket per day (5 Days/Week)
- Employees: 50/50 Male to Female Ratio

**Grand Total**

- (Gallons per day) 8,404.3
- (Gallons per Year) 2,185,117.5
September 7, 2018

WESTFIELD COMPANY INC.
4221 Brighton Boulevard
Denver, CO 80216

Re: 1921 West 56th Avenue, Denver, CO 80221
Availability of sanitary sewer services

Dear WESTFIELD COMPANY INC.:

This conditional will serve letter confirms that Berkeley Water and Sanitation District ("District") has the capacity to provide sewer services to above described property (the "Property"), under the following terms and conditions:

1. The District owns an 8" sewer main on the north side of this property that is available for tapping for sewer service. The property owner may be required to install sewer main extensions, feeding into this present system, to facilitate development, depending upon design.

2. Each unit served must have its own sewer service lines, on its own land or easement. The engineering design and/or plans must be submitted and approved by the District prior to installation of any sewer service lines or tapping into any District sewer mains.

3. The property owner will be required to pay tap fees, review fees and costs, and all other applicable fees and charges prior to receiving sewer service from the District. The District may require a review deposit for District costs, including engineering and legal reviews, contract development, construction, observation and inspections. If the Developer makes a review deposit with the District, over payments will be refunded and shortages will be billed to the property owner.

4. If the extension of sewer mains is required, the District's engineering firm must review and approve the designs. The District's review and approval of the construction contract for the extension is also required before the work can commence. A contract must be developed, appropriate Certificates of Insurance presented, and
Warranty and Performance Bonds must be posted. In addition, the property owner will be required to dedicate easements for any public improvements.

5. The design specifications for the Project must comply with the District's Rules and Regulations, Adams County Fire Protection District regulations, and Adams County regulations. All sewer service will be subject to the District's Rules and Regulations.

6. Sewer tap fees will be payable to the District, which also collects Metro Wastewater's "connection fees." Fees to all agencies will be at prevailing rates at the time of application.

7. No representations are made regarding the availability of water service to the Property.

To reiterate, all costs incurred by the District and fees charged by the District, including without limitation tap fees, review costs, contract development, construction, observation and inspections, are the responsibility of the property owner as a condition of receipt of sewer service.

This conditional will serve letter is valid through August 21, 2019. If tap fees are not paid by that date, this agreement to service must be renewed through the District.

We look forward to providing services to the Property.

Sincerely,

[Signature]

District Manager
BERKELEY WATER AND SANITATION DISTRICT
August 28, 2019

Pecos Logistics Park, LLLP
4221 Brighton Blvd
Denver CO 80216

RE: PECOS SITE ON EXHIBIT A

Dear Owner/Occupant

Denver Water has been asked to determine whether the property described on the attached layout is located within a Distributor’s service area and eligible to receive water service. This letter verifies that the property is located within Berkeley District, Denver Water & North Pecos District Distributor service areas. This property is eligible to receive water. Any project located on the property will be subject to compliance with Denver Water’s Operating Rules, Regulations, Engineering Standards and applicable charges. Prior to proceeding with the project, verify with to determine Berkeley District, Denver Water & North Pecos District Distributor’s ability to serve, rules and regulations affecting service and additional applicable charges. Please check the fire requirements for the proposed development with the Fire Prevention Bureau and the availability of fire flow from existing mains with the Distributor’s Hydraulics Department or with Denver Water’s Hydraulics Department.

If you have questions, or you would like to schedule a meeting to discuss the proposed project, please contact Denver Water Sales Administration at 303-628-6100 (Option 2).

Sincerely,

Ana Seiglie
Ana Seiglie
Sales Administration

CC: District
Enclosure
RE: Request for “Will Serve” Letter | Pecos Property & Broadway Property, Denver, CO

Ms. Sutherland:

At this time, we are requesting documentation in the form of a Will Serve Letter from Denver Water affirming that the project can be serviced.

The Will Serve Letter should be addressed to:

WESTFIELD COMPANY INC.
4221 Brighton Boulevard
Denver, CO 80216

The Property: The Property consists of two parcels of real property referred to as the “Pecos Property” and “Broadway Property.” The Pecos Property comprises approximately 62.53 acres, and the Broadway Property comprises approximately 22.77 acres.
1. **1921 W 56th Ave., Denver, CO 80221**

   **Account Number:** R0103315

   **Legal Description:** SECT,TWN,RNG:9-3-68 DESC: BEG 127/20 FT E AND 40 FT N OF SW OCR SE4 SW4 SEC 9 TH N 145 FT TH E 110 FT TH S 145 FT TH W 110 FT TO BEG 0/37A **1921 W 56TH AVE**

2. **5700 Vallejo St., Denver, CO 80221**

   **Account Number:** R0103321

   **Legal Description:** SECT,TWN,RNG:9-3-68 DESC: THAT PART SW4 SW4 DESC AS FOLS BEG AT A PT 664/4 FT E AND 660 FT N OF SW OCR SD SEC TH E 10 FT TO POB TH CONT E 125 FT TH N 125 FT TH W 125 FT TH S 125 FT TO POB 0/36A

3. **1901 W 56th Ave., Denver, CO 80221**

   **Account Number:** R0103322
**Legal Description:** SECT,TWN,RNG:9-3-68 DESC: BEG AT SW OCR SE4 SW4 SEC 9 TH E 60 FT TH N 40 FT TO TRUE POB TH N 10 FT W 30 FT TH N 308 FT TH E 302/2 FT TH S 318 FT TH W 95 FT TH N 145 FT TH W 110 FT TH S 145 FT TH W 67/20 FT TO TRUE POB EXC N 35 FT AND EXC E 1 FT 1/54A **1835 W 56TH AVE**

4. **Parcel #: 0182509309001**

   **Account Number:** R0103405

   **Legal Description:** SUB:FELCH SUBD BLK:1 LOT:2

5. **Parcel #: 0182509312001**

   **Account Number:** R0103411

   **Legal Description:** SUB:PRESTRESSED-CON BLK:1 LOT:1

6. **Parcel #: 0182509312002**

   **Account Number:** R0103412

   **Legal Description:** SUB:PRESTRESSED-CON BLK:1 LOT:2

7. **5751 Pecos St., Denver, CO 80221**

   **Account Number:** R0103413

   **Legal Description:** SUB:PRESTRESSED-CON 2ND BLK:1 LOT:1 EXC RD (REC NO 2009000061475)

8. **5801 Pecos St., Denver, CO 80221**

   **Account Number:** R0103414

   **Legal Description:** SUB:PRESTRESSED-CON 2ND BLK:2 LOT:1 EXC RD (REC NO 2009000061475)

9. **Parcel #: 0182509300063**

   **Account Number:** R0124529

   **Legal Description:** SECT,TWN,RNG:9-3-68 DESC: ALL THAT PORT OF THE BN AND S RR CO 100 FT WIDE BRANCH LN ROW BEING 50 FT WIDE ON EACH SIDE OF RR CO MAIN TRACK C/L AND SITUATE IN THE SW4 OF SEC 9 BOUNDED ON THE ELY SIDE BY A LN DRAWN AT RT ANG TO SD MAIN TRACK C/L DIST OF 545 FT WLY OF THE C/L OF PECOS ST AS MEAS ALG A LN DRAWN // WITH AND DIST 50 FT SLY OF AS MEAS AT RT ANG FROM SD MAIN TRACK C/L AND BOUNDED ON WLY SIDE BY A LN DRAWN // WITH THE E LN OF SD SW4 OF SEC 9 AND DIST 1405 FT WLY OF SD C/L
10. **Parcel #: 0182509300067**

**Account Number:** R0184678

**Legal Description:** SECT,TWN,RNG:9-3-68 DESC: PARC OF LAND LYING IN THE SW4 OF SEC 9 BEING THAT PORT OF THAT 12 ACRE TRACT OF LAND IN BOOK 28 PAGE 266 BOUNDED WLY BY THE ELY BDRY OF PARC OF LAND DESC IN DEED BOOK 5978 PAGE 846 AND BOUNDED ELY BY THE WLY BOUNDARY OF THAT CERTAIN 0/215A PARC OF LAND IN REC NO 200900069014 (PARC IS APPROXIMATELY 100 X 400) 0/9182A

11. **5855 Pecos St., Denver, CO 80221**

**Account Number:** R0179027

**Legal Description:** SECT,TWN,RNG:9-3-68 DESC: TRACT OF LAND IN THE SW4 OF SEC 9 DESC AS FOLS BEG AT A PT WHENCE THE CEN 1/4 COR OF SD SEC 9 BRS N 02D 58M 29S E 924/33 FT SD PT ALSO BEING THE TRUE POB TH S 00D 55M 39S E 297/64 FT TO A PT ON THE NLY LNO F LOT 1 BLK 2 PRESTRESSED CON SUBD 2ND FLG TH ALG SD PROP LN N 74D 58M 42S W 646/21 FT TH N 02D 26M 59S E 86/25 FT TH N 85D 55M 00S E 617/19 FT TO THE TRUE POB 2/730A