

MEMORANDUM OF UNDERSTANDING
National Western Center Master Planning & Due Diligence

This **Memorandum of Understanding** is entered into this 22 day of July, 2013, between and among the City and County of Denver ("City"), the Western Stock Show Association ("WSSA"), Colorado State University ("CSU"), the Denver Museum of Nature and Science ("DMNS"), and History Colorado ("HC"), herein after referred to as the "Parties".

The Parties agree to make their best efforts on a collaborative, non-binding basis to jointly plan the redevelopment of the City's and WSSA's properties at I-70 and Brighton Blvd. as the National Western Center, hereinafter referred to as the "NWC". The Parties envision the NWC as a year-round destination, strategically aligning education, economic development and tourism & entertainment uses in one location to celebrate and honor our Western heritage. All Parties to cooperate in NWC planning and redevelopment efforts in collaboration with the City's North Denver Cornerstone Collaborative (the "NDCC") with an expectation that the Parties will eventually agree to a jointly sponsored implementation and financing strategy to develop the NWC.

In order to realize the full potential of the NWC, the Parties hereby agree as follows:

WHEREAS, the WSSA has existed for over a hundred years as a 501(c)3 charitable organization operating for the purposes of educating the general public regarding agriculture and related activities; promoting youth education and involvement in agriculture and the livestock industry, and providing a forum for an exchange of ideas by individuals in the agricultural industry; and

WHEREAS, the WSSA owns land in the northwest quadrant of I-70 and Brighton Blvd. and is committed to remaining at this location subject to a redevelopment strategy that preserves and/or redevelops venues suitable for the continued and enhanced operation of the WSSA's activities and programs; and

WHEREAS, the WSSA has created a Task Force of community leaders to determine the future of the Stock Show and this Task force has proposed a vision for the new NWC; and

WHEREAS, the Task Force has proposed the NWC to host programs, activities, and venues that celebrate the heritage and future of the American West on a year-round basis. The NWC will be designed to promote the continuation of the Stock Show as well as new programs and facilities that advance education, tourism, equestrian events, and economic development to support the well-being of agriculture, ranching, natural resources, and the Western heritage of Denver, Colorado and the West; and

WHEREAS, the WSSA, the City (through Arts and Venues) and VISIT Denver have agreed to fund a Venue Feasibility Study and have selected Strategic Advisory Group (SAG) to complete the study by the end of September, 2013; and

WHEREAS, Mayor Hancock and the City has created the NDCC to oversee, strategically coordinate, and implement six key projects in the region, which includes the redevelopment of the National Western Complex and Denver Coliseum to help sustain the NWSS, ensure smart improvements to I-70 between Colorado and Brighton Blvd that helps reconnect the Globeville, Elyria and Swansea neighborhoods, integrate light rail and commuter rail stations to increase mobility and access, redevelops Brighton Blvd as a dynamic new gateway into Downtown, continues the City's investment in reclaiming the South Platte River and fosters the redevelopment of the Globeville, Elyria and Swansea neighborhoods through an aligned community planning process; and

WHEREAS, the City owns land in the southwest quadrant of I-70 and Brighton Blvd. ("Coliseum") and surrounding areas and is committed to strategically master planning city-owned parcels as appropriate with the WSSA to help create the NWC for the benefit of creating a year-round destination for the region and the surrounding neighborhoods as part of the Mayor's broader Corridor of Opportunity vision; and

WHEREAS, the City envisions the NWC as a key aspect of a revitalized "gateway" into and out of downtown Denver; and

WHEREAS, CSU is Colorado's land grant university, having opened its doors in 1879, and has been a partner of the WSSA since its inception. CSU offers education and extension services throughout the State that improve the health of animals, support our agricultural and ranching industries, and promote wise management of our natural resources; and

WHEREAS, CSU is committed to exploring opportunities at the NWC to advance educational, research and veterinary practices that support the mission of CSU and enhance the NWC; and

WHEREAS, the Denver Museum of Nature and Science (DMNS) is an iconic City facility that is dedicated to the education of the public about the natural world; and

WHEREAS, the DMNS envisions the NWC as a location to promote DMNS programs that support the values and enhancement of our natural world; and

WHEREAS, HC is an educational institution and steward of Colorado's history and its associated resources; and

WHEREAS, HC is dedicated to telling Colorado's stories and foresees the NWC as a major site for presenting the history of the Stock Show and the Western culture and heritage it represents;

NOW THEREFORE, the Parties commit to work together to advance the vision, mission and implementation of the NWC by undertaking the following planning and redevelopment efforts:

1. COMMUNITY PLANNING

The Parties agree to cooperate and work with the NDCC to assure that the NWC is supportive of the redevelopment of surrounding infrastructure and the Globeville, Elyria, and Swansea neighborhoods surrounding the NWC, including participation in the Denver City Council's and other public agency's neighborhood planning efforts and CDOT's efforts to reconstruct I-70.

2. VENUE FEASIBILITY STUDY

The Parties agree to support and participate in the Venue Feasibility Study being jointly financed by the WSSA, VISIT Denver, and the City to assure that SAG successfully addresses the venue needs of the City and the vision of the NWC.

3. RTD's NORTH METRO LINE

The Parties agree to work together to finalize the alignment and design of transit elements associated with RTD's plan to run the North Metro Line through the City's and the WSSA's properties and locate a platform, bus station and commuter parking on the WSSA's property.

4. LAND ASSEMBLAGE

The Parties agree to evaluate current land holdings of the WSSA, the City, and other public and private parties to determine opportunities to assemble contiguous properties that support the requirements of the NWC. The Parties also agree to consider acquisition opportunities and to work together to identify financing sources for such acquisitions.

5. MASTER PLANNING and DUE DILENGENCE

The Parties agree to support joint due diligence and site master planning efforts as resources are available to advance the mission and programs envisioned for the NWC.

6. FUNDING

The Parties agree to work together to secure resources from various public, private, and philanthropic sources to advance the master planning and implementation of the NWC as described herein. The WSSA has already committed significant resources to this effort, including investment in the Venue Feasibility Study, preliminary site planning, evaluation of RTD transit planning, and other relevant planning efforts.

7. STAFF RESOURCES

The Parties agree to work together to supplement City, WSSA, CSU, DMNS and HC volunteer and staff contributions with additional staff and volunteer resources as appropriate.

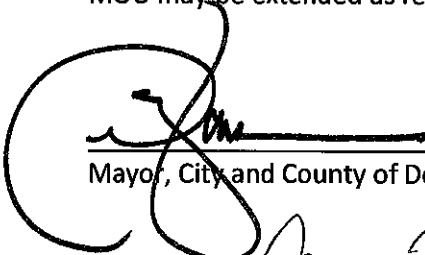
8. NWC PROJECT MANAGEMENT TEAM

The Parties agree to designate representatives to a NWC Project Management Team (PMT) to manage the terms of this Memorandum of Understanding and the planning and redevelopment of the NWC. The PMT may also include representatives of other organizations or stakeholders supportive of the NWC upon the mutual agreement of the Parties.

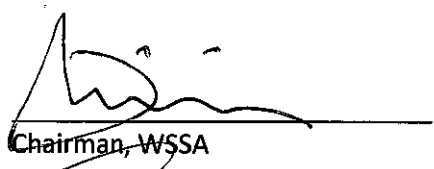
9. IMPLEMENTATION STRATEGY

The Parties agree to develop an implementation plan that includes a vision for property build-out, projected timing for build-out of the site, financing strategies, and a governance/decision-making structure responsible for public outreach, master planning, land acquisition, project finance, design, construction management, and venue management.

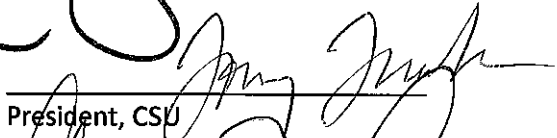
NOW THEREFORE, the Parties hereby agree to the terms outlined above in a joint commitment to substantially advance the vision of the NWC by year-end 2013, which may include, but not be limited to the production of report(s), conceptual plans and/or studies. Additionally, the Parties agree that this MOU may be extended as required by mutual agreement of the Parties.



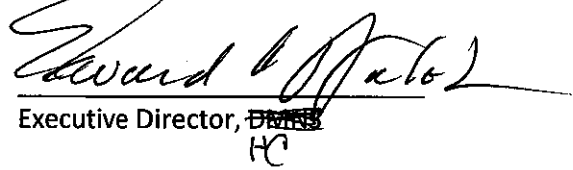
Mayor, City and County of Denver



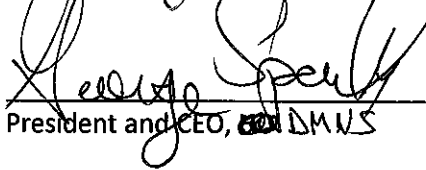
Chairman, WSSA



President, CSU



Executive Director, ~~DMNS~~
HC



President and CEO, ~~DMNS~~