

FIRST AMENDATORY AGREEMENT
TO
INTERGOVERNMENTAL AGREEMENT
(Denver-RTD FasTracks East Corridor)
AND
INTERGOVERNMENTAL AGREEMENT FOR FASTRACKS EAST CORRIDOR/
DENVER INTERNATIONAL AIRPORT

THIS FIRST AMENDATORY AGREEMENT (“Amendatory Agreement”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution, including on behalf of its Department of Aviation (the “City”), and the **REGIONAL TRANSPORTATION DISTRICT**, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.* (“RTD” or the “District”), collectively “the Parties”.

WHEREAS, the Parties entered into the following intergovernmental agreements that address construction, local match funding, and to a certain extent, operations and maintenance of the East Corridor Project: (1) Intergovernmental Agreement (Denver-RTD FasTracks East Corridor) dated March 16, 2010 (“City IGA”); and (2) Intergovernmental Agreement for FasTracks East Corridor/Denver International Airport dated March 16, 2010 (“Aviation IGA”) between RTD and the City on behalf of its Department of Aviation (“Aviation”);

WHEREAS, having engaged in the negotiation process contemplated by Section 1.11.3 of the Aviation IGA concerning the potential addition of certain Gateway Stations, the Parties desire to provide for the building and funding of additional improvements within the options considered in the Final Environmental Impact Statement (“FEIS”) that will enable ease of implementation of the Gateway Stations;

WHEREAS, the Parties are in good faith utilizing the dispute resolution mechanisms set out in both Section 16.1 of the Aviation IGA and Section 5(a) of the City IGA but to date have failed to resolve a dispute concerning responsibility for construction of a certain area at Denver International Airport (“DIA”) and have agreed on further dispute resolution mechanisms to resolve that particular issue if necessary;

NOW THEREFORE, for the consideration set forth in this Amendatory Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS, EXHIBITS AND INTERPRETATION

1.1 Terms used but not defined herein shall have the respective meanings ascribed to such terms in the City IGA and the Aviation IGA, as applicable.

1.2 By entering into this Amendatory Agreement, the Parties do not intend to terminate, modify, waive, or amend their rights in any other agreement between the Parties, other than as expressly set forth herein.

1.3 In the event of any conflict between the terms or provisions of this Amendatory Agreement and either of the City IGA or the Aviation IGA, the provisions and terms of this Amendatory Agreement shall control.

1.4 **Exhibits.** The following exhibits are attached hereto and incorporated herein by reference.

- Exhibit A Additional Gateway Station Enabling Improvements
- Exhibit B Remainder of Single Track Along Peña Boulevard
- Exhibit C-1 Grade Separation at Green Valley Ranch Boulevard
- Exhibit C-2 Grade Separation at Tower Road
- Exhibit D-1 City Drainage Improvements
- Exhibit D-2 No Adverse Impact to Drainage
- Exhibit E Disputed Area Work

ARTICLE 2. EAST CORRIDOR IMPROVEMENTS

2.1 **Additional Gateway Station Enabling Improvements.** Subject to Section 1.11.3.4 of the Aviation IGA and in coordination with the East Corridor Project, the Parties agree to make the following improvements:

a. RTD agrees to construct, with its base East Corridor Project construction, double tracking, traction power, and signaling modifications in addition to that which the base East Corridor Project track plan currently designed by DTP requires along Peña Boulevard, in the approximate vicinity and alignment in the area and as substantially depicted in **Exhibit A**, in order to facilitate the addition of, and provide service to, one additional Gateway Station. This double tracking shall consist of construction of the infrastructure necessary to operate and maintain two-way rail, which infrastructure shall comprise grading, drainage, bridges, walls, trackbed, tracks, signals, train control and traction electrification to support one Gateway Station. The signals, train control, communication systems, traction electrification, fare collection system and other electrical work required specifically for the Gateway Station, if built in this section, are not included and will be part of the cost of a station, if built in the future, to be paid for by an entity or entities other than RTD.

b. For the segment of the East Corridor along Peña Boulevard from north of the First Creek bridge to south of the Peña Boulevard bridge, RTD agrees to design and construct, in addition to the base single track infrastructure, the grading, drainage, bridges, utility relocations, walls and trackbed in the approximate vicinity and alignment in the area and substantially as depicted in **Exhibit B** to accommodate potential future installation of a second track, and the necessary overhead catenary and train signaling with a minimum of service interruptions.

c. The City shall arrange for another party or parties to design and construct any Gateway Station in coordination with the East Corridor Project so that construction of the Gateway Station shall not delay opening for revenue service of the East Corridor. As specified in Section 1.11.3.2 of the Aviation IGA, the location of any Gateway Station is yet to be determined by the City but the City acknowledges and understands that the costs of adding a Gateway Station may increase due to time and/or coordination with the East Corridor operations and shall be the responsibility of an entity or entities other than RTD.

d. The infrastructure improvements described in sub-sections a and b of this Section 2.1 may be collectively referred to as the “Additional Gateway Station Enabling Improvements”.

e. RTD shall be responsible for design and construction of solely the Additional Gateway Station Enabling Improvements and for the additional operating, maintenance and train sets, if needed, costs incurred in connection with one Gateway Station. RTD shall not be responsible for the costs of design and construction of any Gateway Station, its access to the passenger platform, or any changes to the Additional Gateway Station Enabling Improvements as contemplated hereby that become necessary to implement a Gateway Station, including the signals, train control, communication systems, traction electrification and other electrical work required if a station is built.

f. The Parties agree that Section 11.6 of the Aviation IGA does not apply to construction of the Gateway Station and the Additional Gateway Station Enabling Improvements.

2.2 **Traffic Improvements.** As part of the East Corridor Project, RTD agrees to design and construct grade-separated crossings at Green Valley Ranch Boulevard and at Tower Road in accordance with the City’s applicable and written laws, regulations and standards substantially as depicted in **Exhibits C-1 and C-2** respectively (“Traffic Improvements”). RTD agrees to build the grade separation at Tower Road to accommodate the proposed West Fork of the Second Creek Trail’s crossing of the RTD tracks. The Second Creek Trail and all necessary appurtenances shall be constructed, operated and maintained by an entity or entities other than RTD at no cost to RTD. The City shall be responsible for obtaining PUC approval concerning the Second Creek Trail.

2.3 **Drainage Improvements.**

a. The City agrees to fund, contract for, design, construct and maintain a drainage conveyance substantially as depicted in **Exhibit D-1**, which, at a minimum, will be designed to prevent the overtopping of the East Corridor track during a 5-year flood event. RTD agrees to fund and construct infrastructure necessary for mitigation of the 100-year drainage adverse impact in the vicinity of 31st to 36th Streets caused by the installation of the East Corridor Project substantially as depicted in **Exhibit D-2** or as otherwise agreed by the Parties.

b. The City agrees to arrange for restoration of First Creek to address drainage issues that affect the East Corridor, 56th Avenue and development parcels in the area. This restoration will be the subject of a separate agreement.

2.4 **Communications Improvements.** The City agrees to fund, contract for, design, construct and maintain fiber optic infrastructure for exclusive use of the City to support system monitoring and connection to traffic signals along the East Corridor and the Northwest Electrified Segment Line. The City will install the fiber optic infrastructure in conduit systems located in existing City or RTD rights-of-way. RTD shall grant the City a non-assignable license at no cost to either Party for entry onto RTD-owned property with terms and conditions as may be reasonably required by RTD to allow the City reasonable access to RTD right of way for installation, maintenance, repair, or upgrade of the fiber optic infrastructure; provided, however, that the City shall be responsible for payment of flagging costs as required by the CRT operator. The City shall be responsible for obtaining, at the City's sole cost, all permits, licenses or other rights of access from entities other than RTD (including the Union Pacific Railroad) required to install, maintain, repair and upgrade fiber optic infrastructure. The City shall own and shall be responsible for operating and maintaining its fiber optic infrastructure, which the City may, subject to written notice to RTD, allocate for public use by other public entities according to the same requirements as set forth herein for the City and subject to further restrictions set out by the Union Pacific Railroad, if applicable, except that no public entity shall use RTD right of way for any commercial purpose. RTD agrees to facilitate connection of the fiber optic cable to traffic signals RTD installs as part of the Eagle Project construction.

2.5 **Design Review and Approval.** The Parties agree that it is in the best interests of all Parties that the content of this Amendatory Agreement shall cause no delay to the Revenue Service Commencement Date for the East Corridor Project, which is January 29, 2016, and each Party shall use its good-faith efforts to such end. The City will, at no additional cost to RTD, participate collaboratively with RTD and its Concessionaire in regular design and construction review meetings and provide review comments and approvals consistent with the Master Agreement, the City IGA and the Aviation IGA.

ARTICLE 3. FUNDING FOR IMPROVEMENTS

The Parties agree to the following funding provisions with respect to the improvements set forth in Article 2.

3.1 **Drainage Improvements and Communications Improvements.** The City agrees to arrange for funding for the Drainage Improvements and Communications Improvements described above, and RTD shall have no financial responsibility or other obligation for such improvements except for the \$1.3 million RTD will contribute for the drainage improvements to First Creek as specified in a separate agreement or as otherwise provided in this Agreement.

3.2 **Additional Gateway Station Enabling Improvements and Traffic**

Improvements. As further set forth in this sub-section 3.2, the City shall provide funding to RTD of up to \$47 million to be used for RTD to meet its obligations under the Additional Gateway Station Enabling Improvements and Traffic Improvements. RTD shall provide all remaining funds necessary to complete its obligations under the Additional Gateway Station Enabling Improvements and Traffic Improvements sections set forth above.

a. **Initial Payment.** By June 1, 2012 or a date mutually agreeable to the City's Manager of Finance and RTD's General Manager but no later than July 2, 2012, the City shall pay \$35 million in non- Aviation funding to RTD ("Initial Payment").

b. **The Advance.** In addition, the City shall remit to RTD all Denver sales and use taxes paid by RTD, its Concessionaire, and their contractors and subcontractors on materials purchased and consumed for the Eagle Project of up to \$12 million (the "Advance"), payable to RTD annually, subject to appropriation, in the amount of actual sales and use tax receipts from RTD's contractors for the previous year. RTD shall be entitled to petition for its remittance annually upon proof of sales and use taxes paid on such materials; provided petitions must be submitted on or before June 1 to qualify for a payment relating to the prior calendar year.

3.3 **Repayment of City.** RTD agrees to repay the City up to \$27 million of the City's payments set forth in sub-section 3.2 as the first amount from the Contingency remaining at the time of Final Completion, in the amounts, according to the priority, and under the terms and conditions provided as follows.

a. Within 90 days after Final Completion, RTD shall first repay to the City the cumulative total of the Advance from any amounts in the Contingency remaining at Final Completion.

b. If the remaining balance of the Contingency is less than the total of the Advance, RTD agrees, subject to annual appropriation, to pay the City, beginning on the later of January 1, 2017 or the date of Final Completion, up to \$2.0 million each year until the remainder of the cumulative total of the Advance is fully repaid. RTD shall seek such an appropriation in a timely manner so that the City receives the appropriated amount by January 15 of each year, except that in the first year after Final Completion if there is no payment made in accordance with sub-section a, RTD shall repay the first \$2.0 million within 90 days after the date of Final Completion. The Parties agree that this provision is a moral obligation and that RTD has not pledged its full faith and credit. Neither Party may pledge the payments provided herein as security, and the Parties agree that the provisions herein create no security interest or constitute any secured obligation.

c. Within 90 days after the later of January 1, 2017 or the date of Final Completion, after repayment of the Advance, RTD shall pay the City up to an additional \$15 million from any amounts remaining in the Contingency. If the remaining balance of the

Contingency is insufficient to fully repay the additional \$15 million, RTD shall have no additional obligation to repay that amount. RTD shall not repay the City more than \$27 million under this Amendatory Agreement.

d. The Parties agree to minimize use of the Contingency for purposes other than achieving full and complete performance of the Eagle Project rail system including RTD's obligations under the Additional Gateway Station Improvements and Traffic Improvements sections above, and for obtaining approval of all design and construction elements by Eagle Project stakeholders. RTD shall update the City quarterly with respect to the balance of the Contingency.

e. The term "Contingency" as provided in this sub-section 3.3 is defined as the non-federal Eagle Project contingency fund, or federal Eagle Project contingency fund to the extent authorized by the FTA, as reasonably determined, and subject to appropriation, by RTD.

f. The term "Final Completion" as provided in this sub-section 3.3 is defined as issuance of all Final Completion Certificates by the Independent Engineer after accrual of all unpaid known costs, liabilities and obligations on the Eagle Project.

ARTICLE 4. AMENDMENT TO THE AVIATION IGA

The following new section is added to Section 16 of the Aviation IGA.

16.3. The Parties are attempting to resolve issues regarding funding responsibility for the construction of the area between the south end of the terminal and the point where inbound and outbound Pena Boulevard crosses, which point is identified as the "X" on the Eagle Project/Denver International Airport interface, as identified and described in **Exhibit E** to this Amendatory Agreement ("Disputed Area Work"). Without either Party waiving or impairing any rights with respect to their dispute, the parties agree as follows:

16.3.1. DIA has provided RTD the pricing it obtained on February 14, 2012, for construction in the Disputed Area Work.

16.3.2. The Parties will attempt to agree to the scope of work and funding responsibility for the Disputed Area Work based upon the pricing received by DIA, the most current design drawings for the Disputed Area Work, and the language of the Aviation IGA. This will include following the dispute resolution process set forth in the Aviation IGA.

16.3.2. If the Parties do not agree on scope of work and funding responsibility for the Disputed Area Work by May 1, 2012, then:

a. By May 15, 2012, the Parties will select, by mutual agreement, a neutral third party to whom to submit their dispute or if a single neutral third party is not jointly selected, each party will select a single neutral third party and together they will select a third (the "Neutral Party");

b. May 25, 2012, the Parties will submit a Joint Petition to Neutral Party seeking determination of:

(i) which portion of the Disputed Area Work each Party is responsible under the Aviation IGA; and

(ii) the costs of the Disputed Area work for which each Party is responsible under the Aviation IGA.

c. The hearing in the Joint Petition shall proceed pursuant to Aviation's Rules and Regulations Governing Hearings before the Manager of Aviation effective September 10, 1996. The Parties agree to the following modifications of those rules:

(i) neither Party will bear the burden of proof; and

(ii) the Parties agree that any appeal of the Neutral Party's decision would not be to the Manager of Aviation but directly to the Denver District Court under D.R.M.C. § 5-17.

d. Each Party shall be responsible for its own attorneys' fees, costs, and expenses. However, fees and costs charged by the Neutral Party will be equally divided between the Parties.

e. It is expressly understood and agreed by the Parties that any finding of the Neutral Party requiring appropriations of funding by either Party is subject to Section 17.2 of the Aviation IGA (Appropriation by City Council and RTD Board).

ARTICLE 5. ADDITIONAL GENERAL PROVISIONS

5.1 **Appropriations.** The obligations of the Parties under this Amendatory Agreement or any renewal shall extend only to monies appropriated for the purpose of this Amendatory Agreement (a) by Denver's City Council, paid into the Denver Treasury, and encumbered for the purposes of this Agreement, or (b) by RTD's Board of Directors and paid into RTD's Treasury for the purposes of this Agreement. The Parties acknowledge that (i) they do not by this Amendatory Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Parties.

5.2 **Execution of Amendatory Agreement.** This Amendatory Agreement shall not take effect until approved by Denver City Council and RTD's Board of Directors, respectively, and signed by all appropriate RTD and Denver officials, including RTD's General Manager and legal counsel, and, for Denver, the Mayor, the Clerk and Recorder, the City Attorney, the Manager of Finance and the Auditor.

5.3 **Counterparts.** This Amendatory Agreement shall be executed in two counterparts each of which when so executed and delivered shall be an original, but all of which shall together constitute the same instrument.

5.4 Pursuant to Section 1.11.1 of the Aviation IGA, the City represents and affirms that this Amendatory Agreement constitutes an “amendment to this IGA” and “a written amendment to this specific IGA” as stated in Section 1.11.1 of the Aviation IGA.

5.5 Pursuant to Section 1.11.2 of the Aviation IGA, the City represents that review and approval of the FAA is not required for this Amendatory Agreement or, if such review and approval is required, the City has obtained such review and approval prior to entering into this Amendatory Agreement.

5.6 No provisions of the Lease under Section 3.3.3 of the Aviation IGA shall alter or modify the provisions of this Amendatory Agreement including but not limited to the division of costs and responsibilities under this Amendatory Agreement as set forth herein. The Lease shall incorporate by reference this Amendatory Agreement as well as the original Aviation IGA.

5.7 Except as specifically and expressly modified by this Amendatory Agreement, each and every term, provision and condition of the City IGA and Aviation IGA are hereby ratified and reaffirmed.

5.8 **Authority.** The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Amendatory Agreement on behalf of the Parties and to bind the Parties to its terms.

5.9 **No Third Party Beneficiaries.** The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Amendatory Agreement shall give or allow any such claim or right of action by any other or third person under this Amendatory Agreement. The Parties expressly intend that any person or entity other than the Parties receiving services or benefits under this Amendatory Agreement be deemed an incidental beneficiary only.

5.11. **Severability.** To the extent that this Amendatory Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Amendatory Agreement, the terms of the Amendatory Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision of this Amendatory Agreement.

5.12. **Waiver.** The waiver of any breach of a term of this Amendatory Agreement shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.

IN WITNESS WHEREOF, the Parties have caused this Amendatory Agreement to be duly executed and delivered as of _____.

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By: _____
Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

By: _____
Douglas J. Friednash
City Attorney

By: _____
Manager of Public Works

By: _____
Manager of Aviation

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No.

By: _____
Auditor

REGIONAL TRANSPORTATION DISTRICT

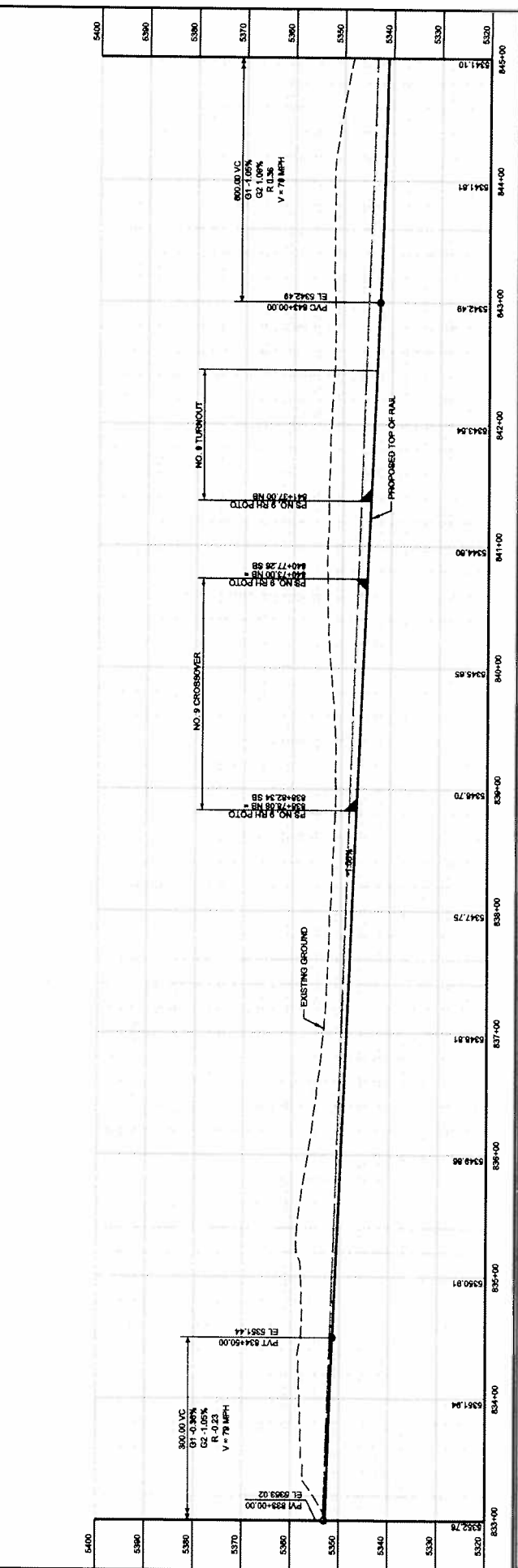
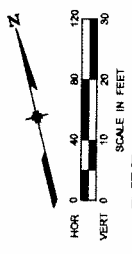
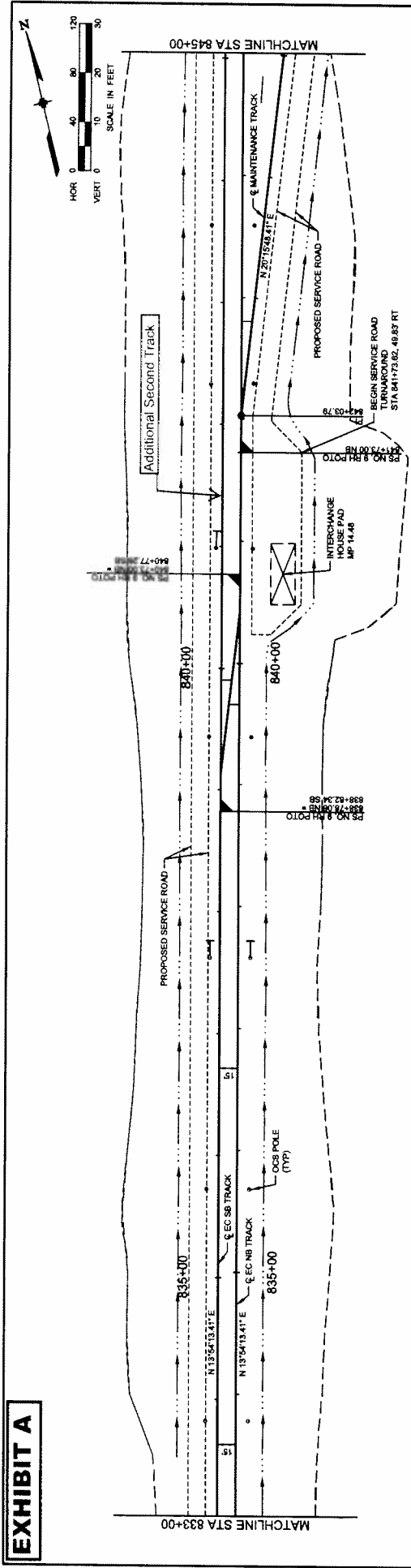
Approved as to Legal Form for RTD:

By: _____
General Counsel

By: _____
PHILLIP A. WASHINGTON
General Manager

Exhibit A - Limits of the Additional
Double Tracking Along Pena

EXHIBIT A



NO.	REVISIONS	BY	DATE	DATE	DATE	DATE

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DRAWN BY	CLD	DATE	01/03/12
CHECKED BY		DATE	
APPROVED BY		DATE	

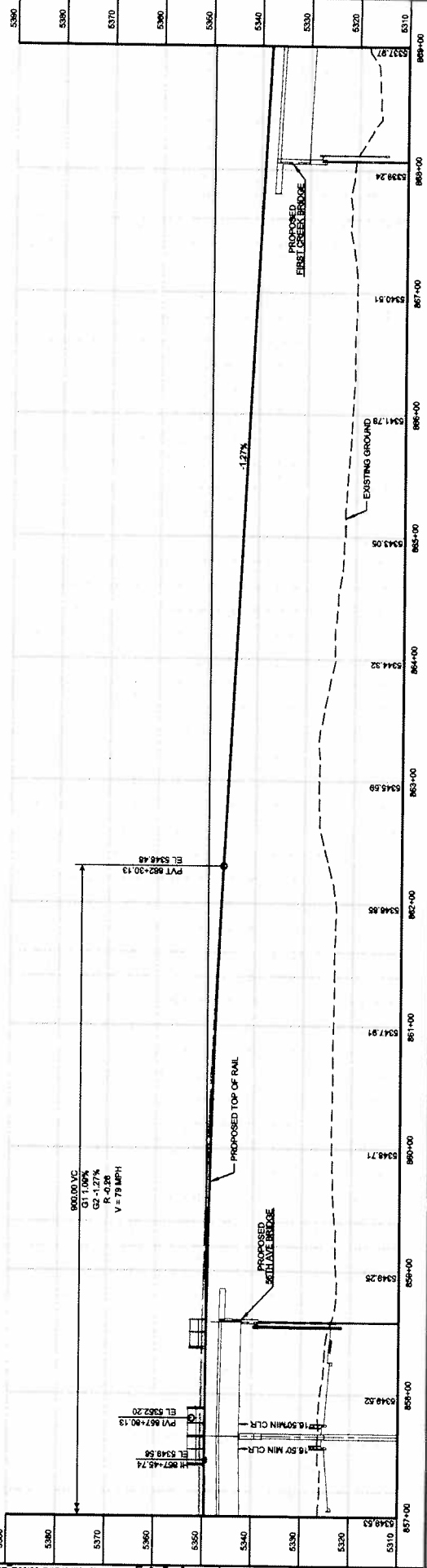
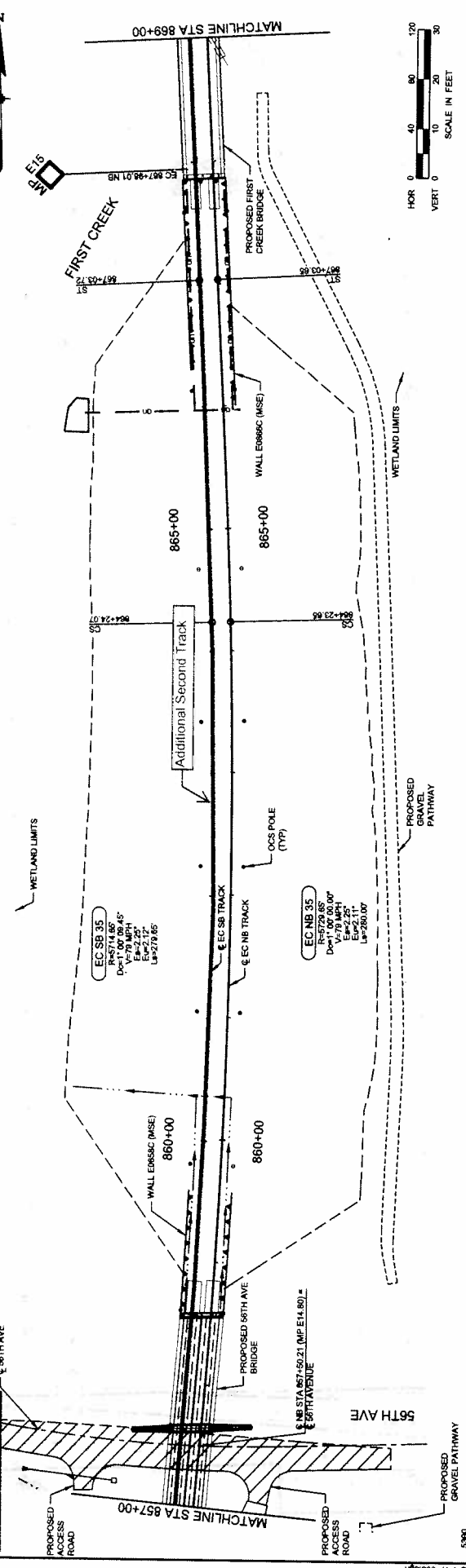
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PROJECT	NO. 8 EASTRACKS
REFERENCE NUMBER	TP-063

PROJECT	EAST CORRIDOR
TRACK PLAN AND PROFILE	
STA 833+00 TO STA 845+00	

CLIENT	ATKINS
PROJECT	FLUORHDR
REFERENCE NUMBER	TP-063

CLIENT	FLUORHDR
PROJECT	NO. 8 EASTRACKS
REFERENCE NUMBER	TP-063

EXHIBIT A



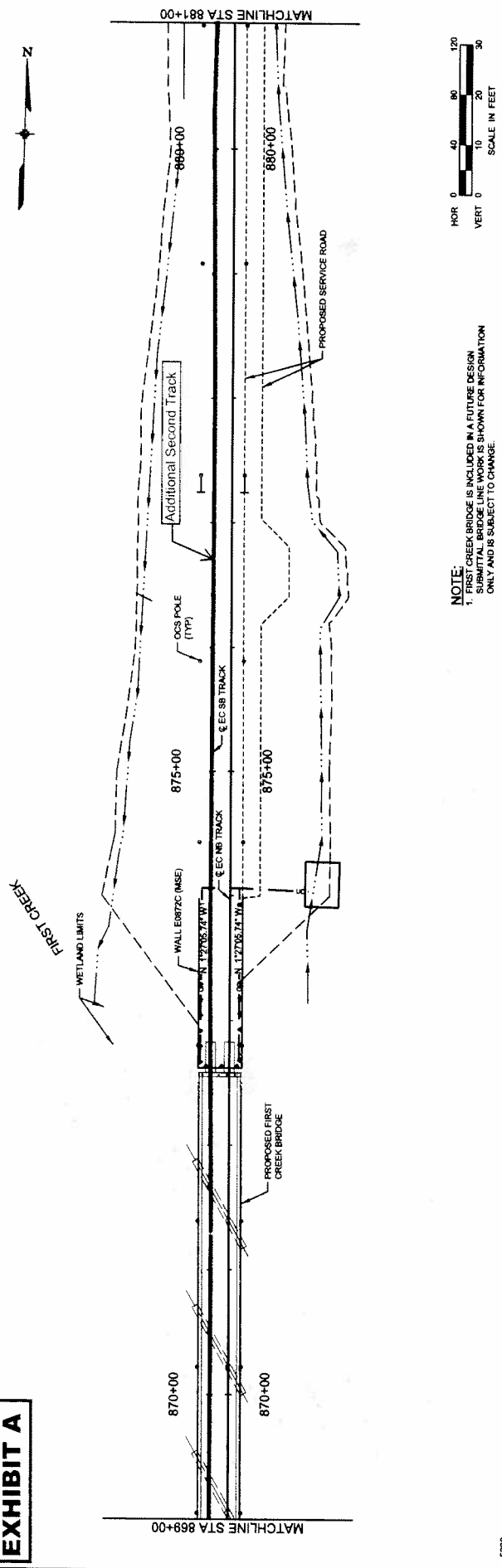
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A	ISSUED FOR REVIEW, CON. 8/11/13	CJM	01/31/13

APPROVED FOR	DATE	APPROVED BY	DATE
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TRANSIT	01/02/13	TRANSIT	01/02/13
PATHWAYS	01/02/13	PATHWAYS	01/02/13

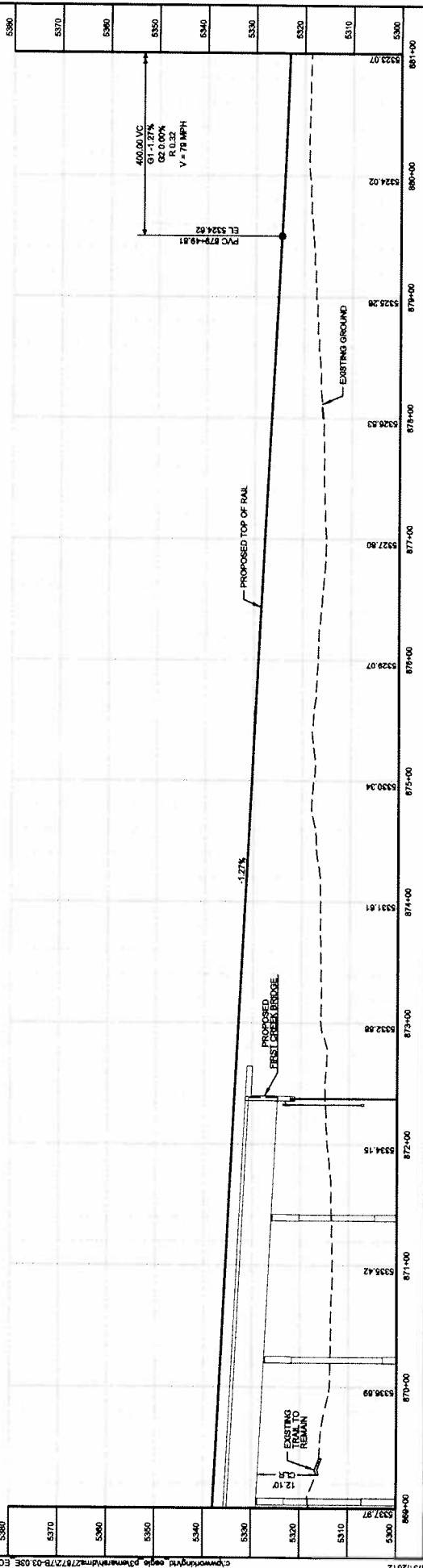
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SHEET REFERENCE NUMBER TP-065			

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EXHIBIT A

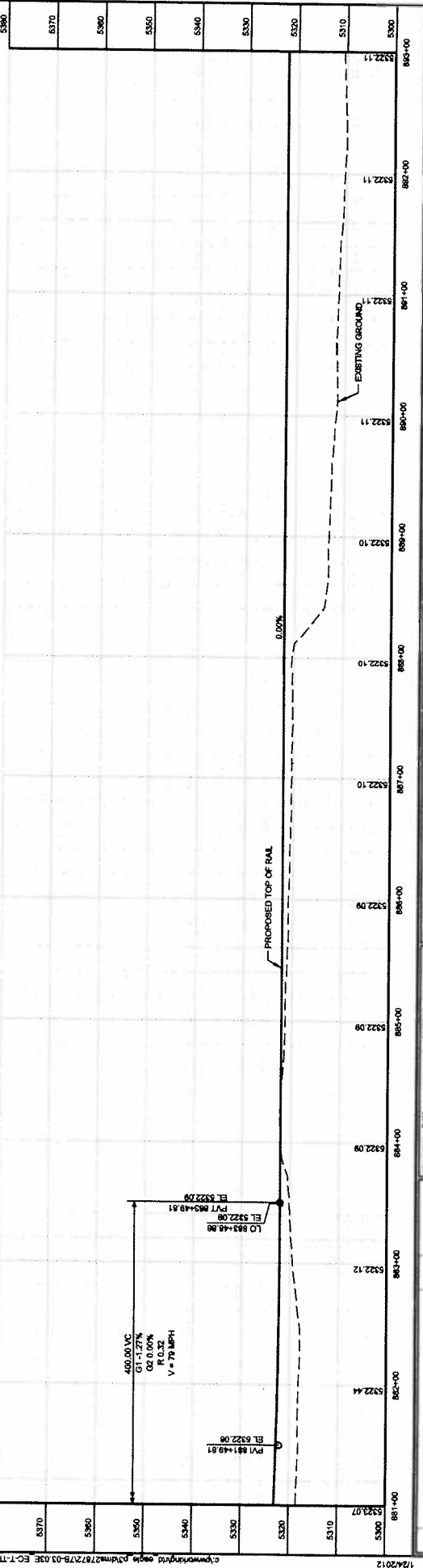
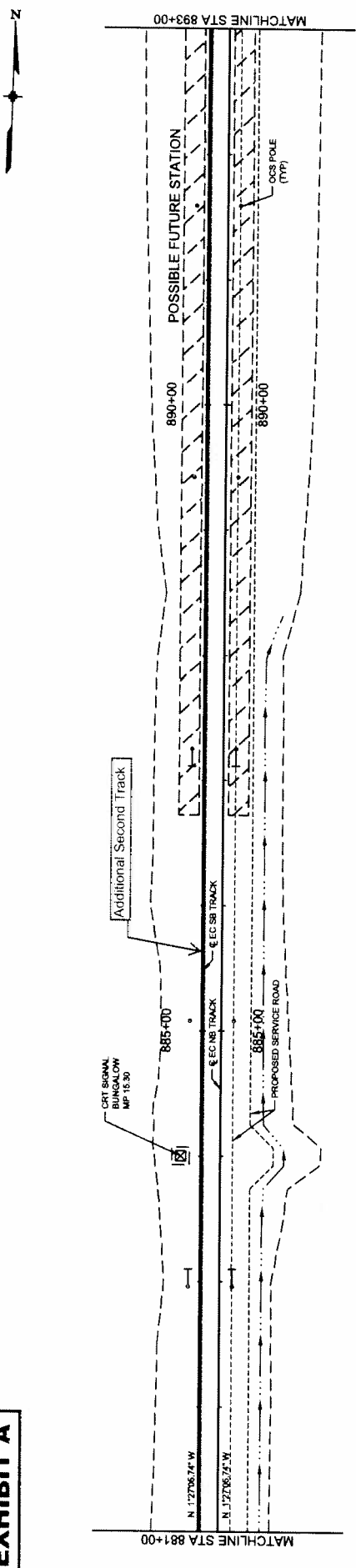


NOTE:
 1. FIRST CREEK BRIDGE IS INCLUDED IN A FUTURE DESIGN SUBMITTAL. BRIDGE LINE WORK IS SHOWN FOR INFORMATION ONLY AND IS SUBJECT TO CHANGE.



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CHECKED BY: CLO	DATE: 01/20/12
APPROVED BY:	DATE:
NO.	DATE
BY	DATE
REV A	01/20/12
A. ISSUED FOR PERMITS. CONSULT REV A.	

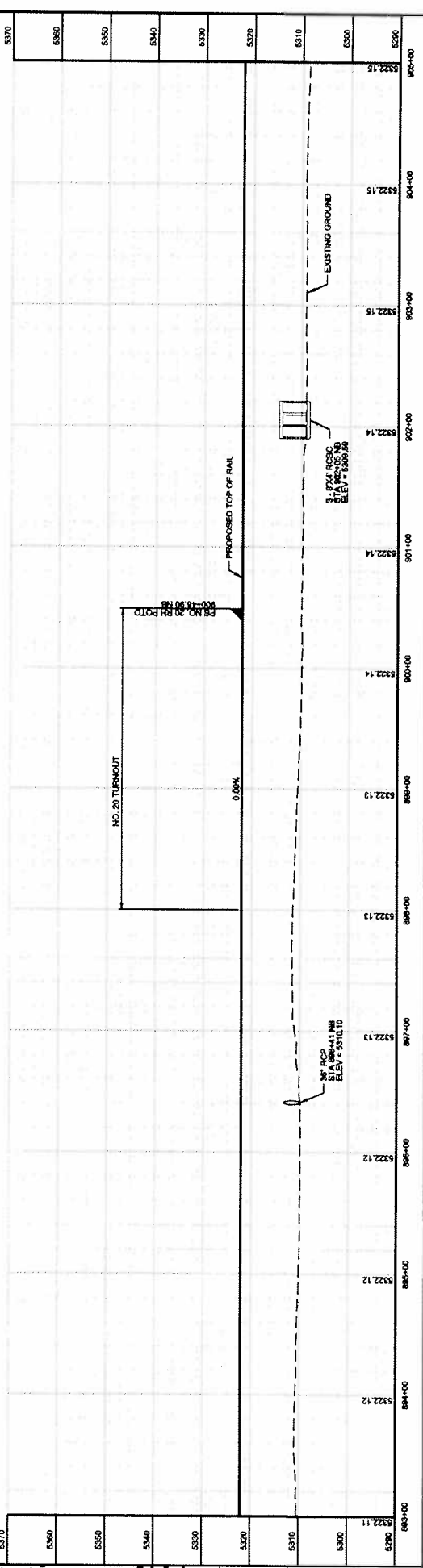
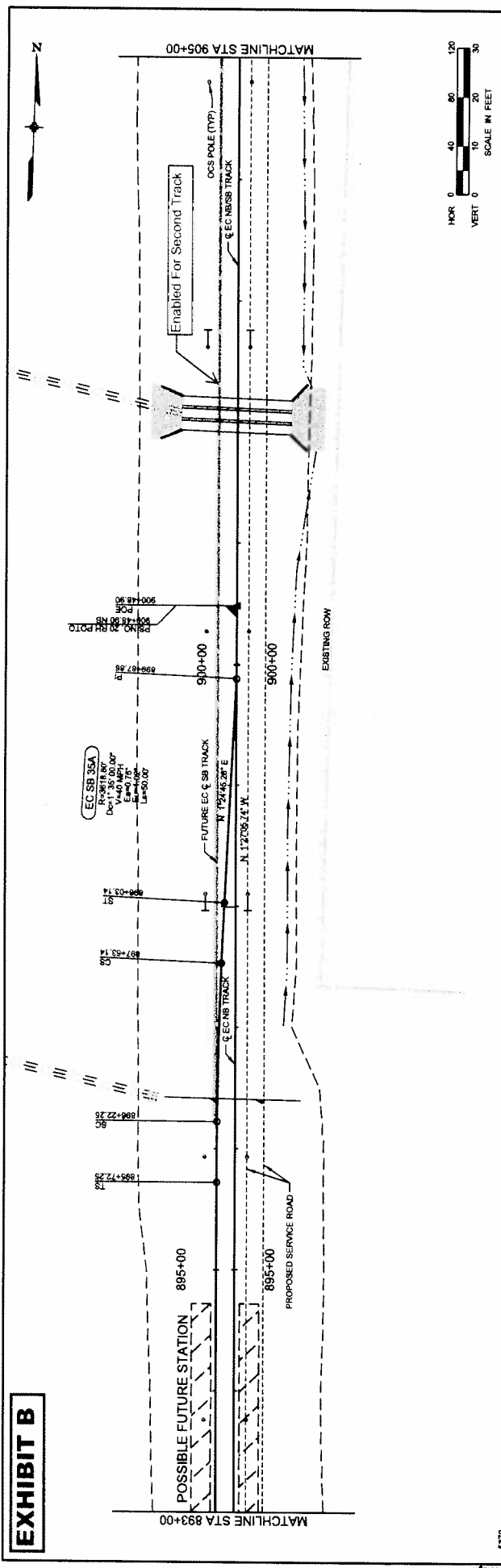
EXHIBIT A



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APPROVED BY: [Signature]	DATE: [Blank]	
NO.	BY	DATE
REVISIONS		

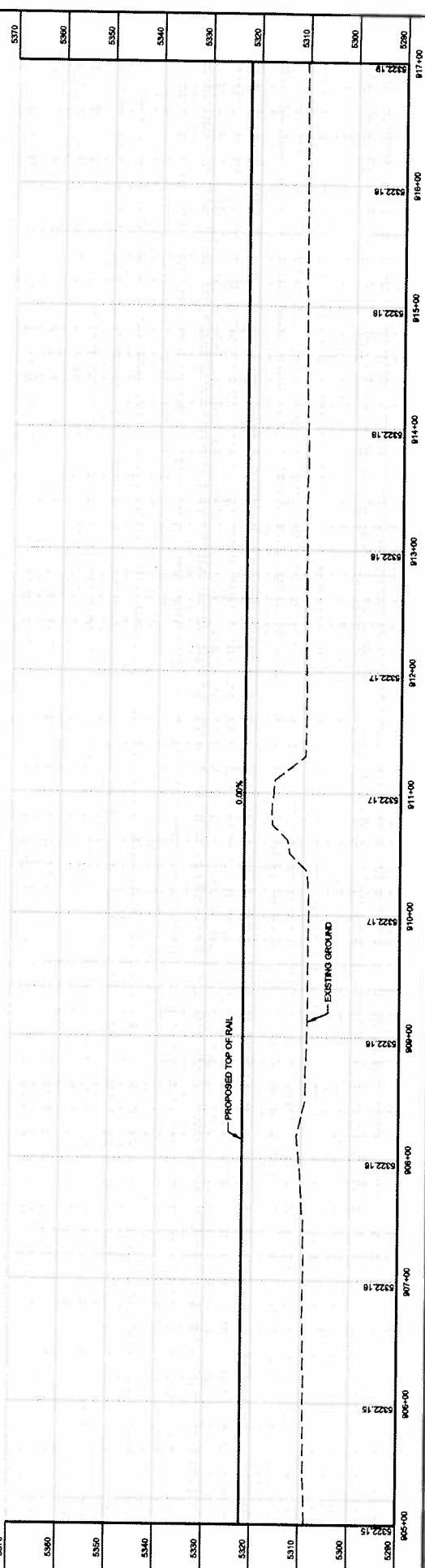
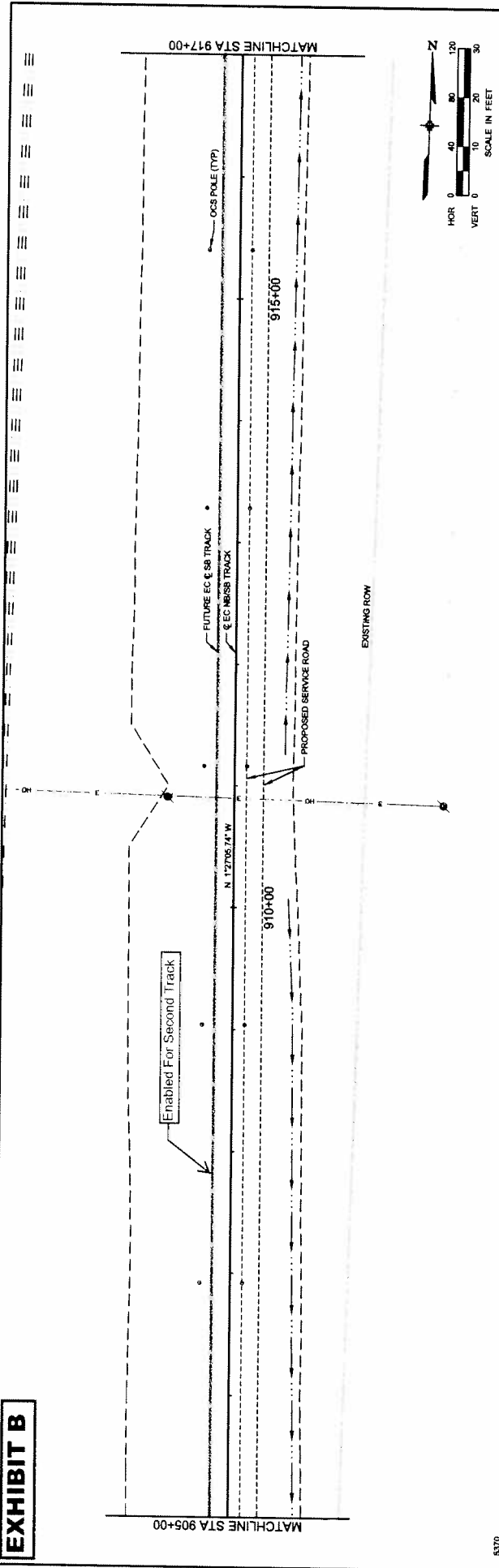
Exhibit B - Limits Enabled
for Second Track Along
Pena

EXHIBIT B



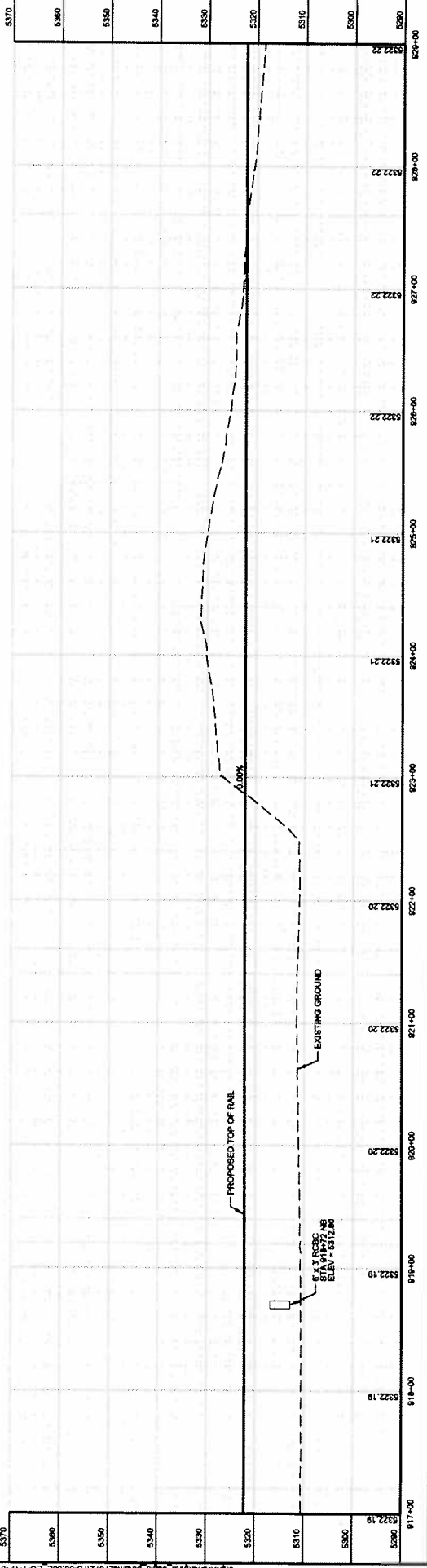
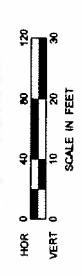
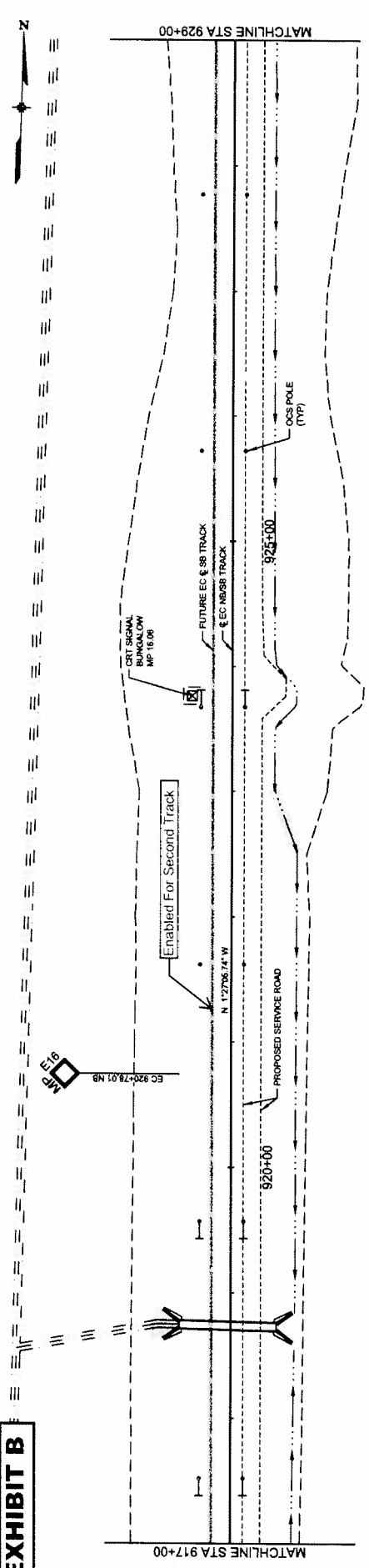
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CHECKED BY NAME: CLD	DATE: 01/20/12
DATE: 01/20/12	BY: DATE
NO. REVISIONS	BY DATE

EXHIBIT B



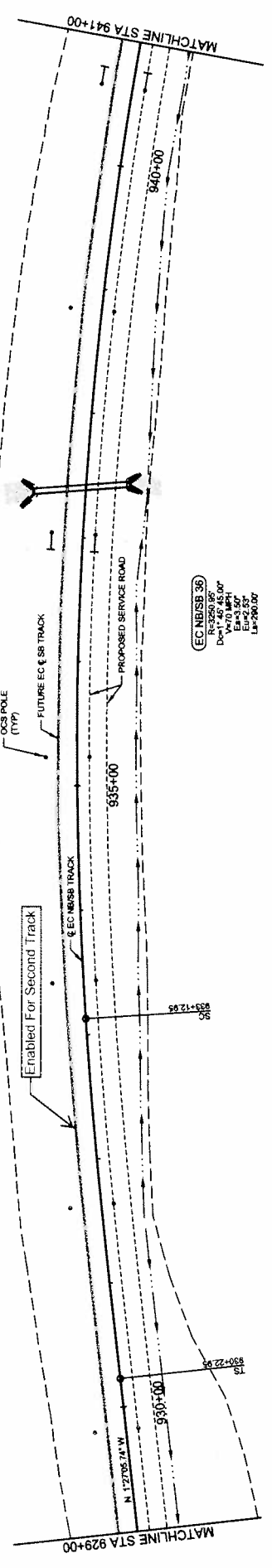
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FLUOR CORP.	
eagle PJ	
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CHECKED BY: [Blank] DATE: 9/10/12	DATE: 9/10/12
DRAWN BY: [Blank] DATE: 9/10/12	DATE: 9/10/12

EXHIBIT B

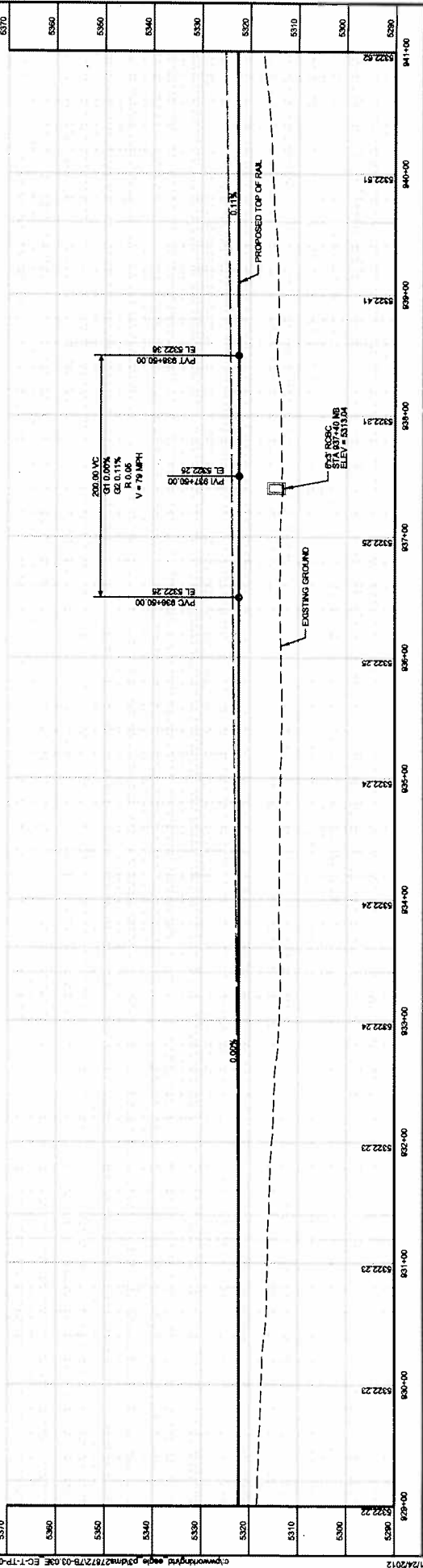
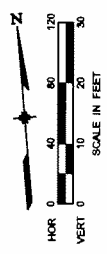


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NO. 2	DATE
NO. 3	REVISIONS

EXHIBIT B

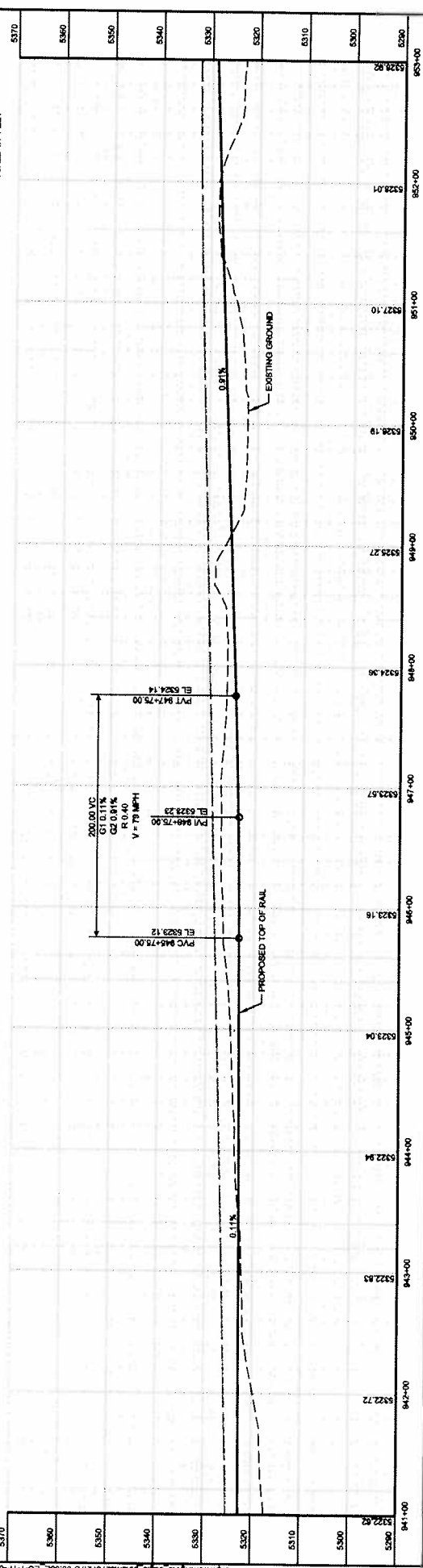
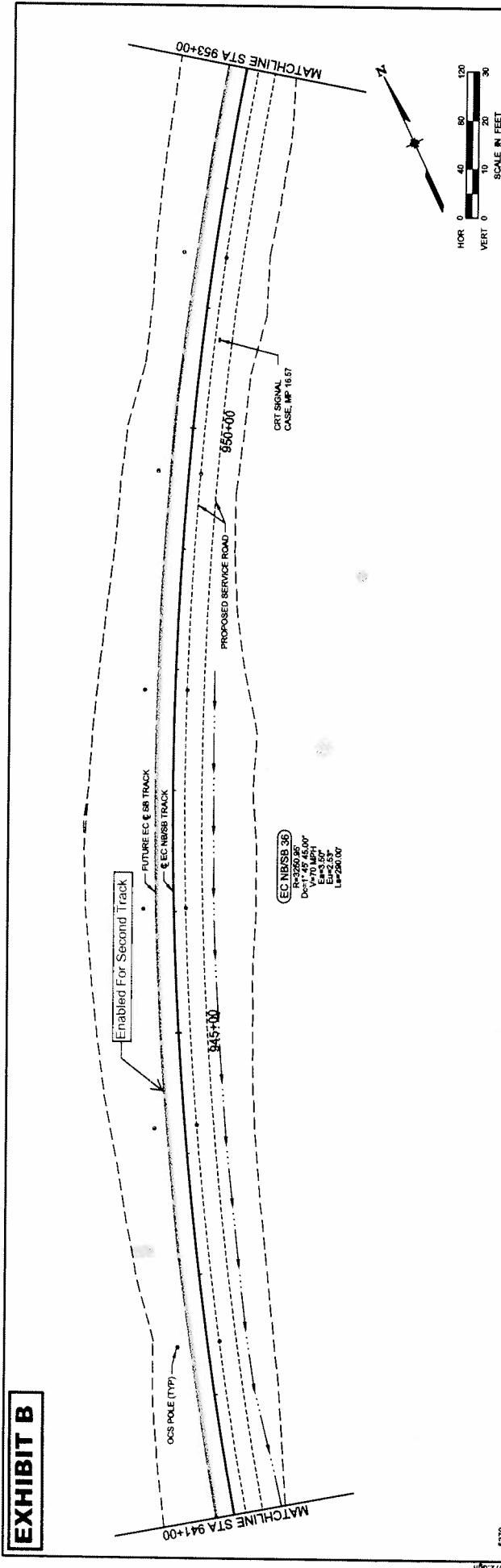


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 V=70 MPH
 E=2.50'
 L=250.00'



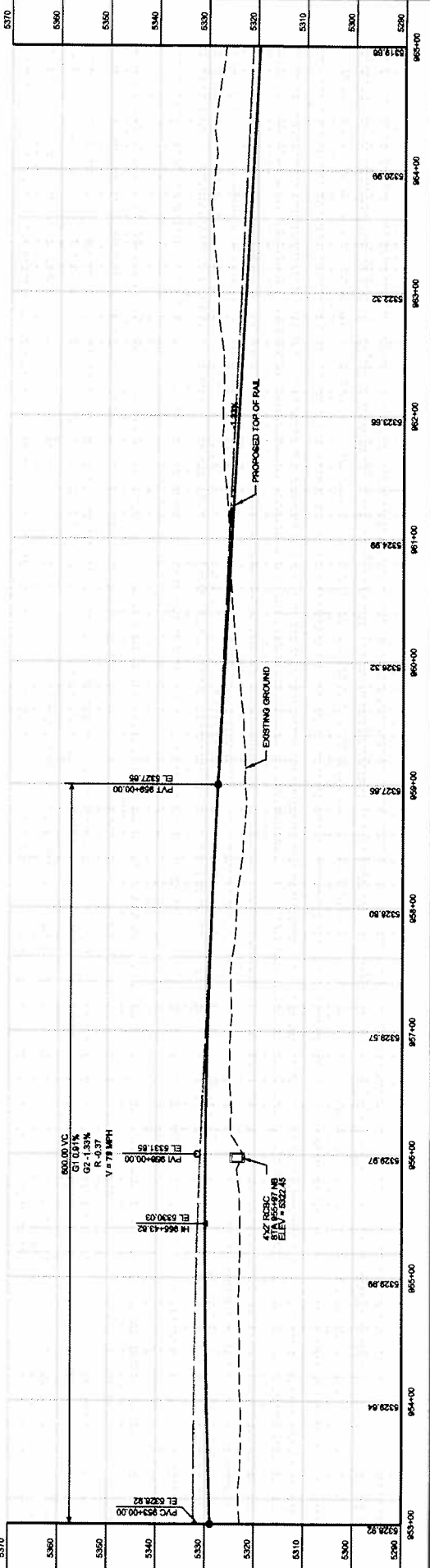
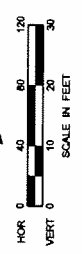
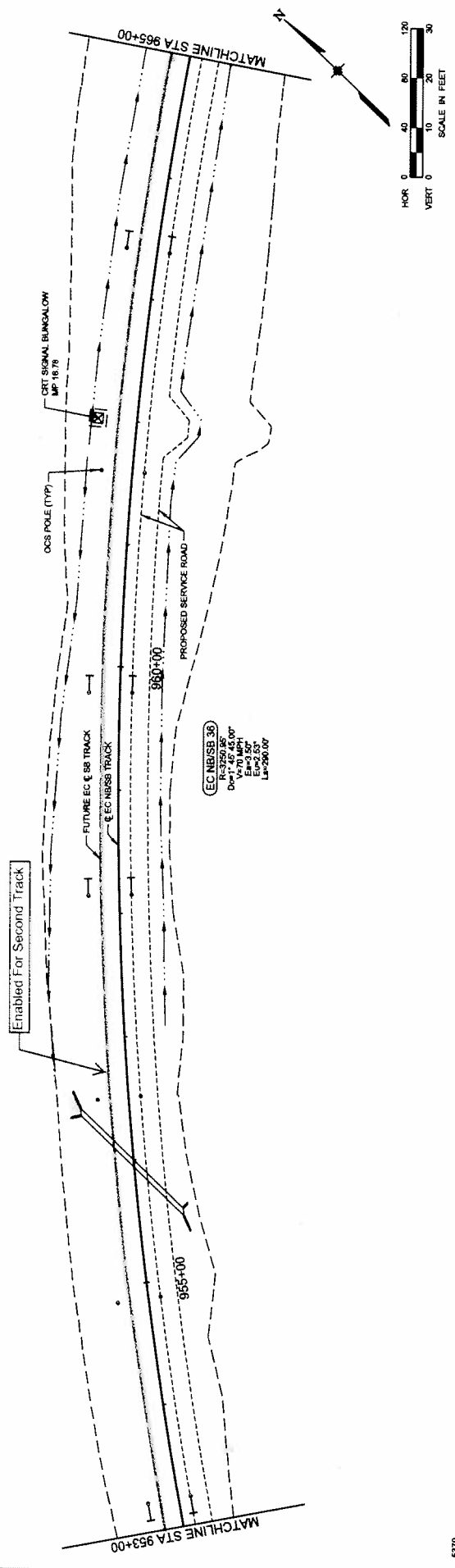
SHEET REFERENCE NUMBER TP-071	
EAST CORRIDOR TRACK PLAN AND PROFILE STA 929+00 TO STA 941+00	
DESIGNED BY: JAM	DATE: 01/21/12
DRAWN BY: CJD	DATE: 01/23/12
CHECKED BY:	DATE:
NO.	REVISIONS
BY: CAW	DATE: 01/21/12

EXHIBIT B



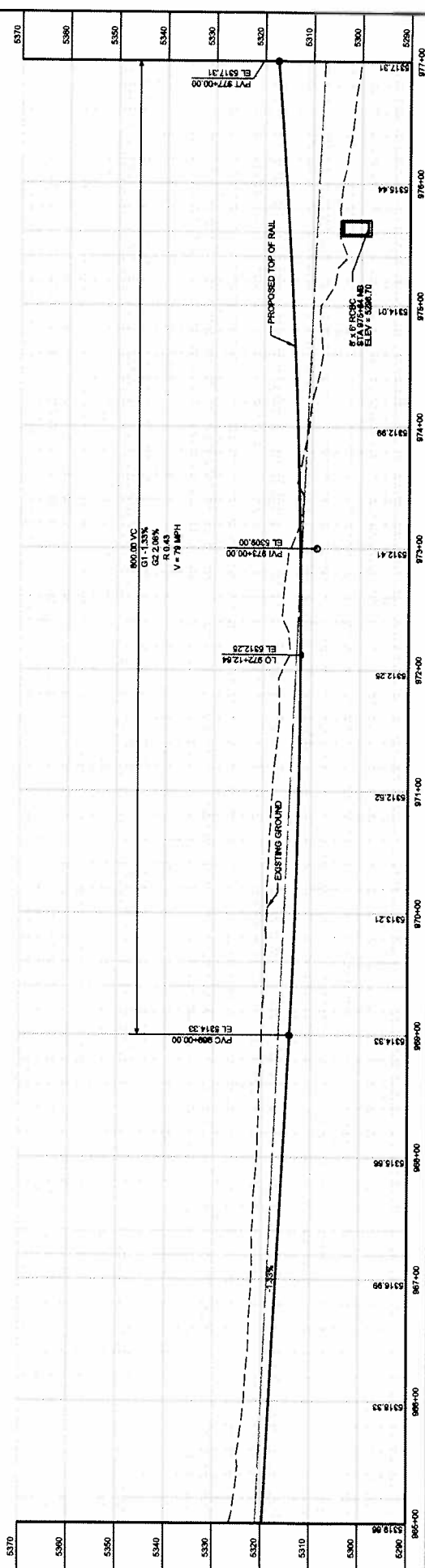
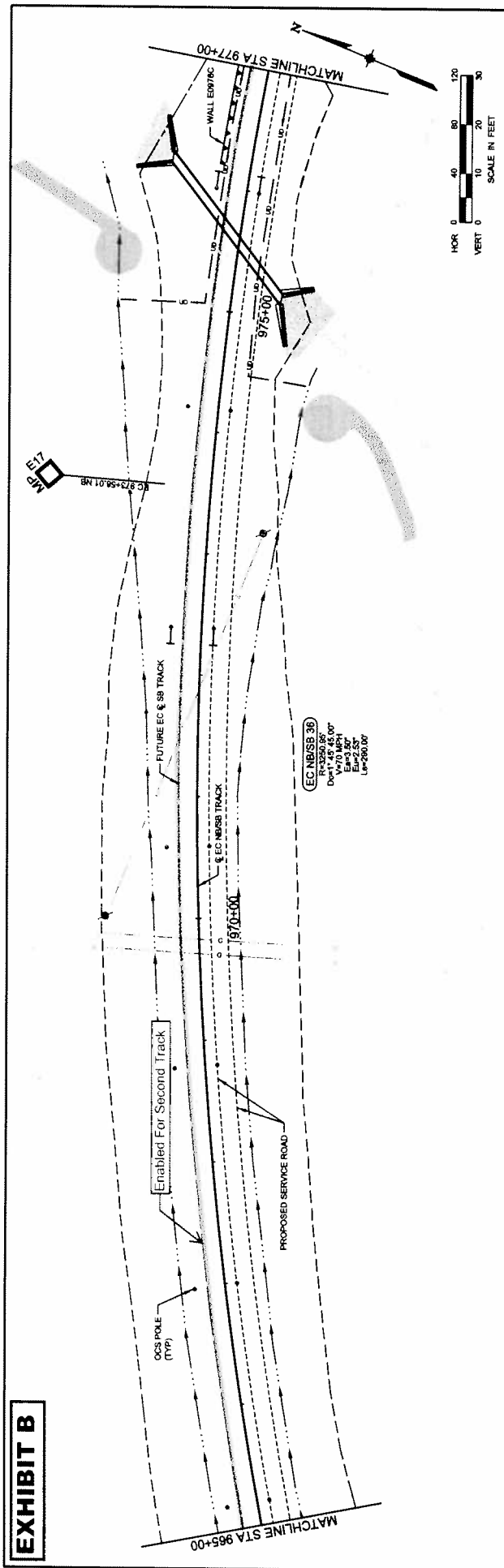
SHEET REFERENCE NUMBER TP-072	
EAST CORRIDOR TRACK PLAN AND PROFILE STA 941+00 TO STA 953+00	
DRAWN BY: JLM CHECKED BY: CJD DATE: 11/01/12	DATE: 11/01/12
CWM 11/01/12	DATE: 11/01/12
REVISED FOR JAV REVIEW. CWM 11/01/12 BY JAV	BY: DATE:

EXHIBIT B



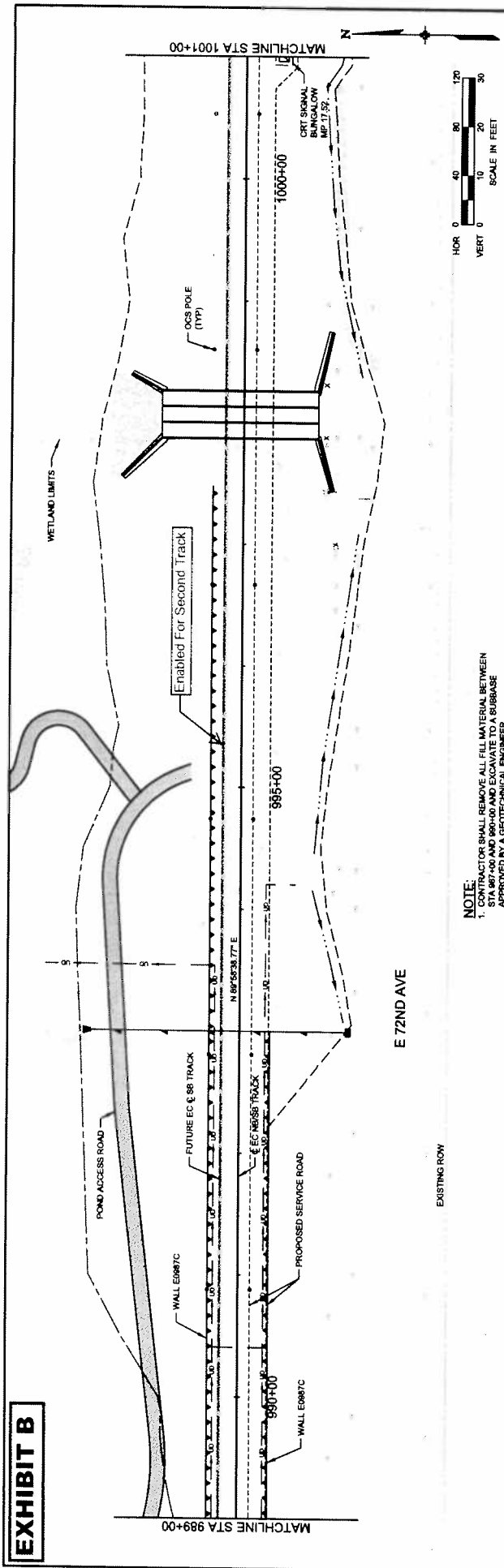
SHEET NUMBER: TP-073 TRACK PLAN AND PROFILE STA 953+00 TO STA 965+00						DATE: 01/28/12 DATE: 01/28/12	DRAWN BY: [Name] CHECKED BY: [Name]	DATE: [Date] BY: [Name]
EAST CORRIDOR								

EXHIBIT B

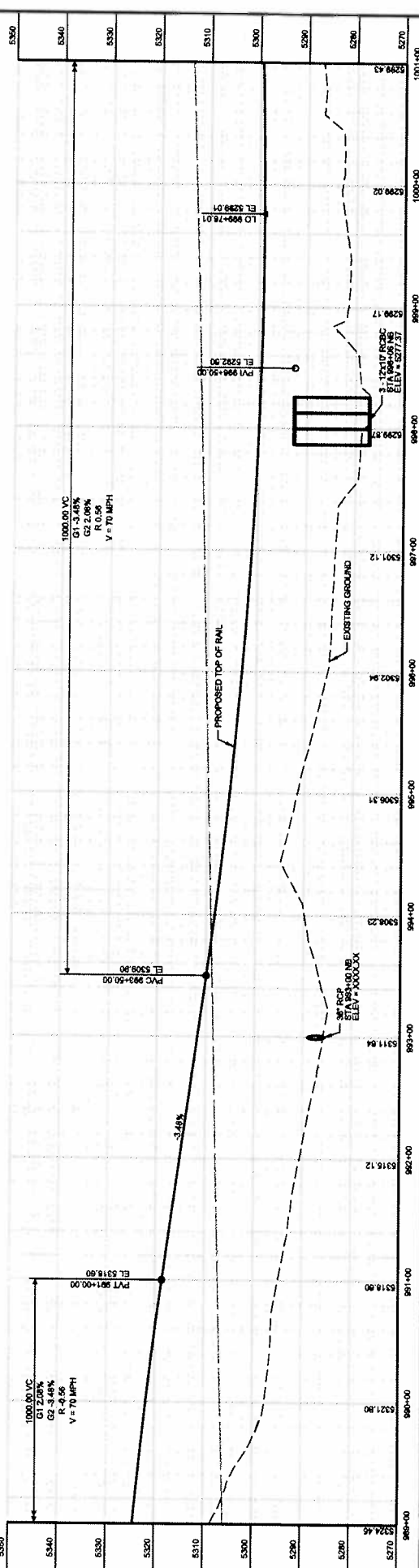


SHEET REFERENCE NUMBER TP-074	
EAST CORRIDOR TRACK PLAN AND PROFILE STA 965+00 TO STA 977+00	
DESIGNED BY: EJM DRAWN BY: CLE DATE: 01/03/12	CHECKED BY: [Blank] DATE: 01/03/12
NO. 5370 5380 5390 5400 5410 5420	DATE 01/03/12 01/03/12 01/03/12 01/03/12 01/03/12 01/03/12

EXHIBIT B

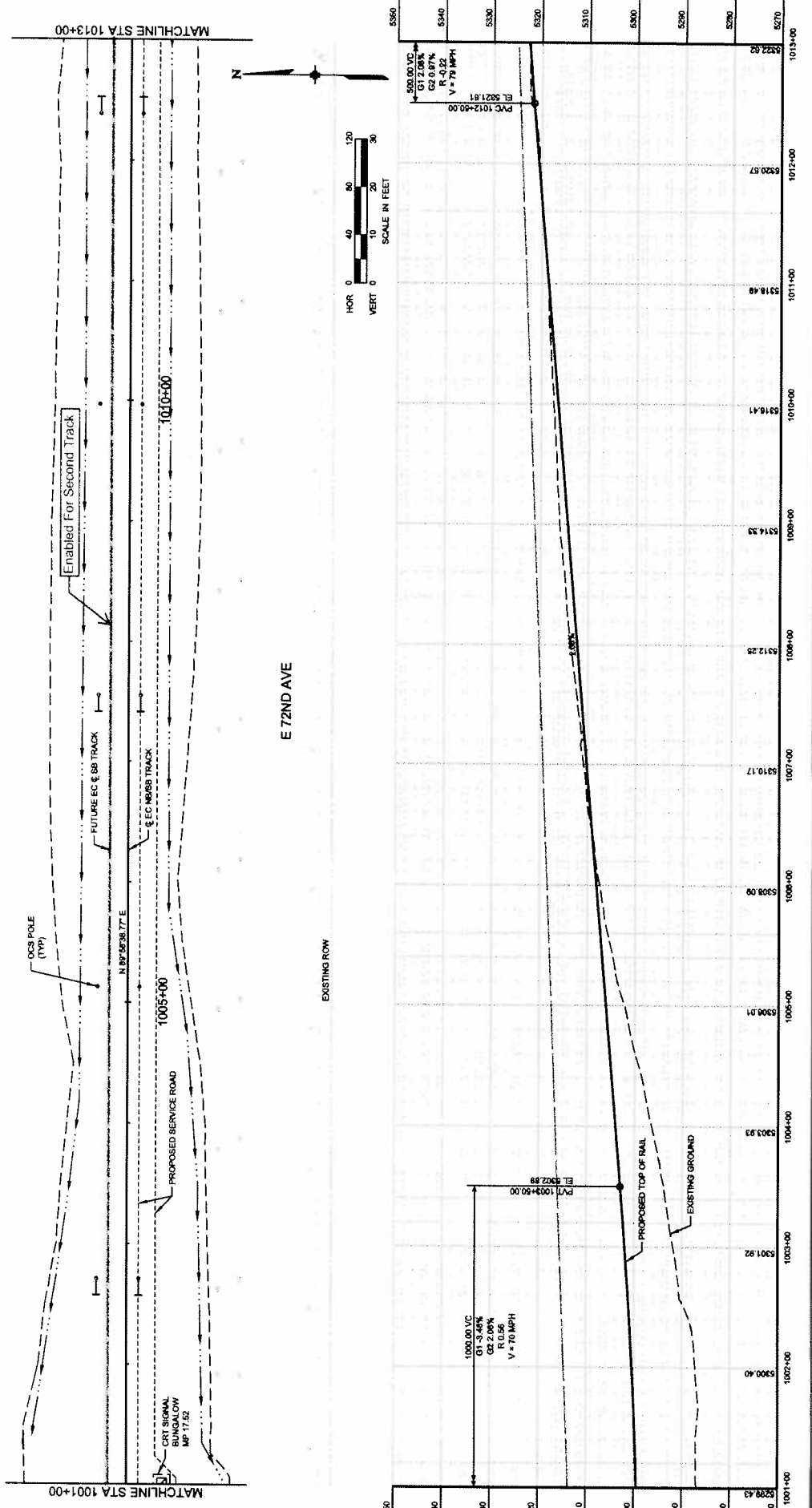


NOTE:
 1. CONTRACTOR SHALL REMOVE ALL FILL MATERIAL BETWEEN PROPOSED SERVICE ROAD AND EXISTING ROW APPROVED BY A GEOTECHNICAL ENGINEER.



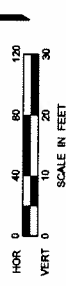
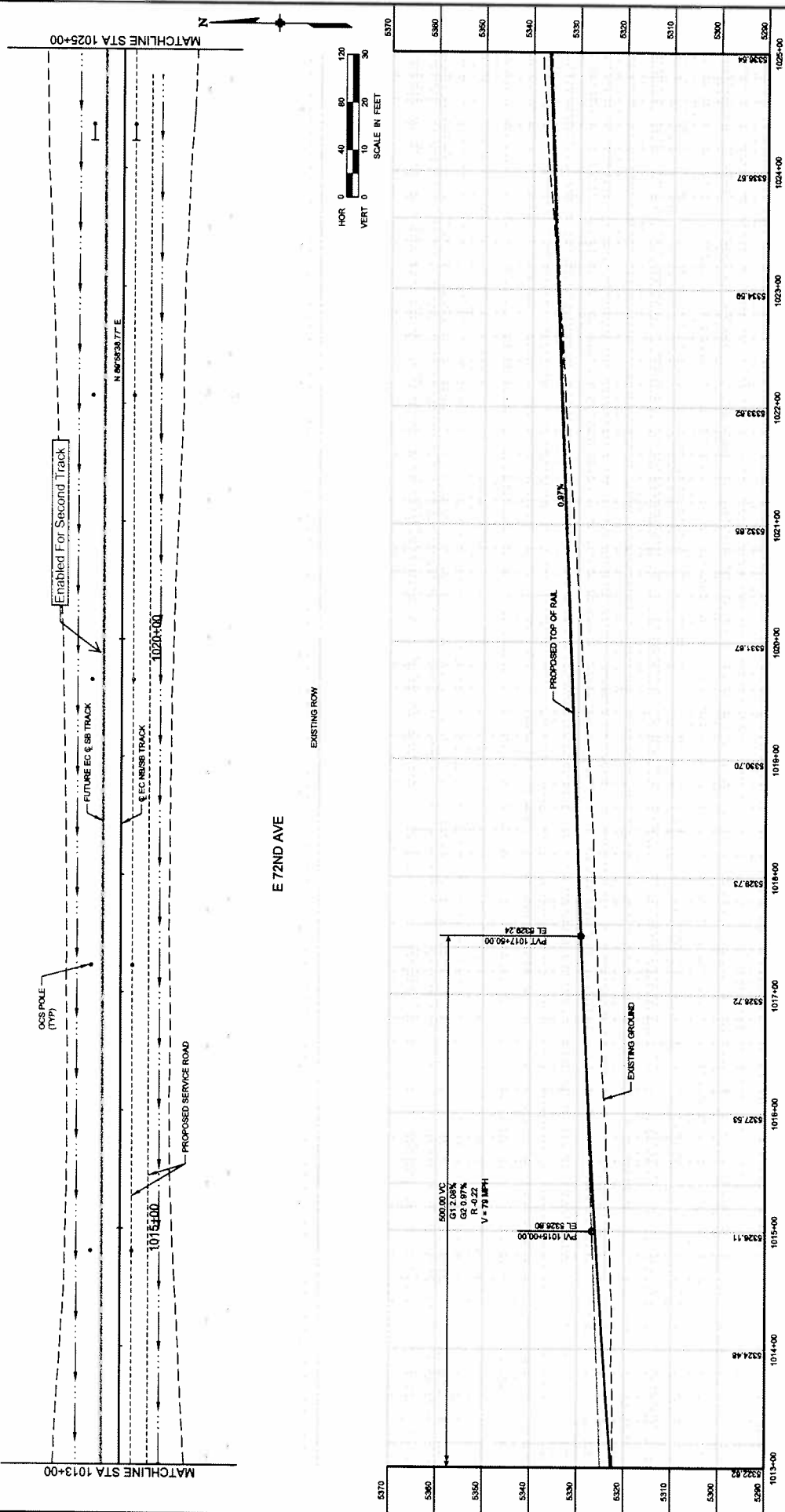
SHEET NUMBER TP-076	
EAST CORRIDOR TRACK PLAN AND PROFILE STA 989+00 TO STA 1001+00	
ATKINS	
FLUOR+HDR	
REVISION NO. 1	DATE 01/20/12
DRAWN BY JLD	CHECKED BY JLD
DATE 01/20/12	DATE 01/20/12
BY JLD	DATE 01/20/12

EXHIBIT B



SHEET REFERENCE NUMBER TP-077	
EAST CORRIDOR TRACK PLAN AND PROFILE STA 1001+00 TO STA 1013+00	
PREPARED BY: JAM CHECKED BY: CJD DATE: 01/02/12	DATE: 01/02/12
DRAWN BY: JAM CHECKED BY: CJD DATE: 01/02/12	DATE: 01/02/12
NO. REVISIONS BY DATE	NO. REVISIONS BY DATE

EXHIBIT B



NO	BY	DATE	REVISIONS

DESIGNED BY: EAM	DATE: 01/03/12	CHECKED BY: JLD	DATE: 01/03/12
DRAWN BY: CLE	DATE: 01/03/12	APPROVED BY: [Signature]	DATE: []

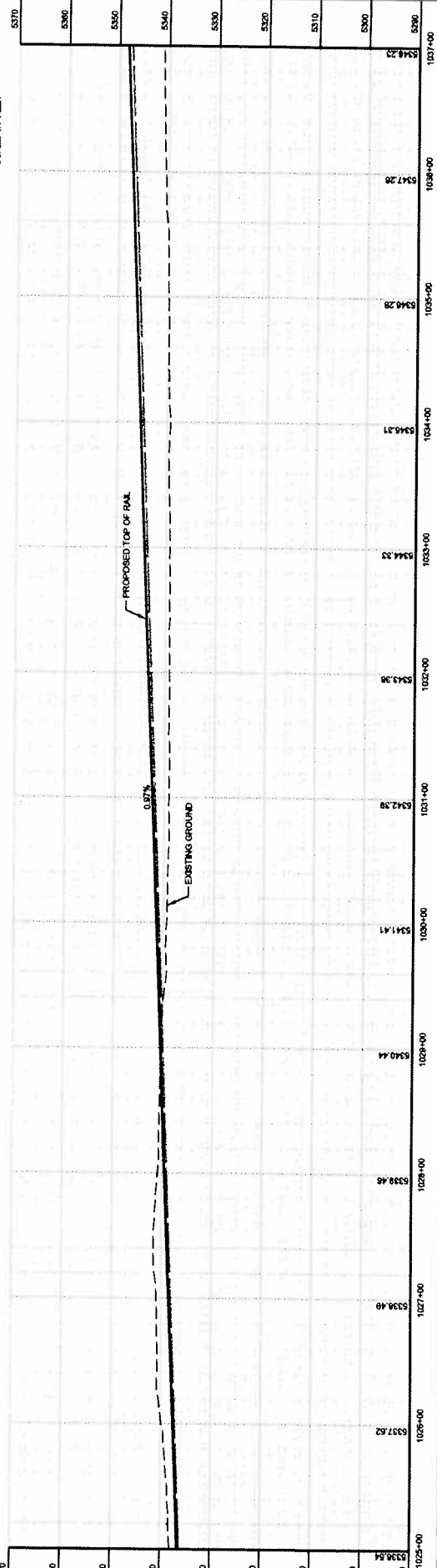
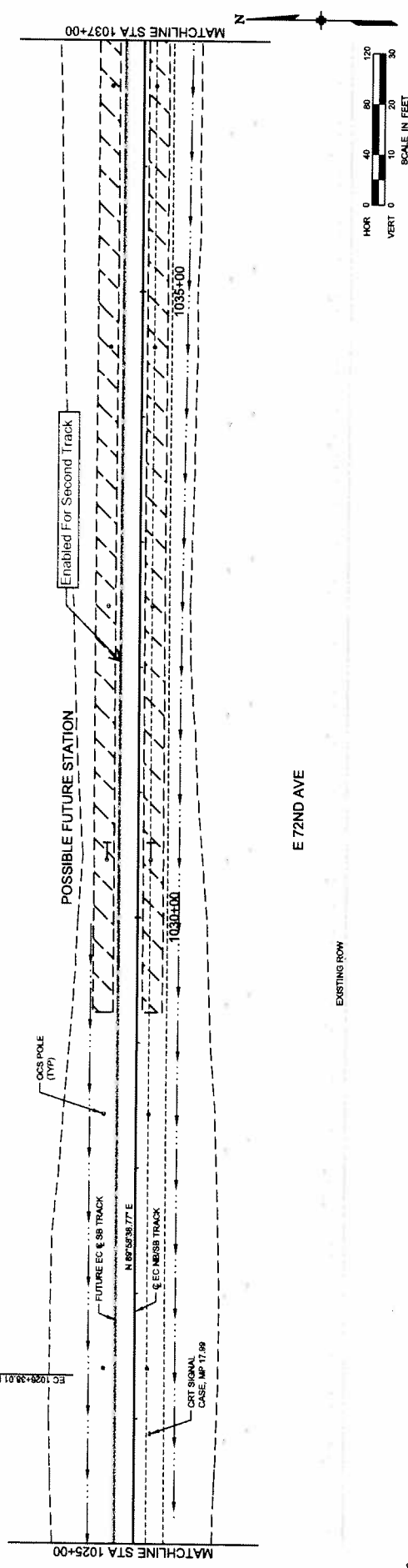
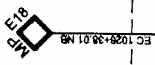
PROJECT: EAST CORRIDOR	TRACK PLAN AND PROFILE
STA 1013+00 TO STA 1025+00	

ATKINS	FLUORINTEGRITY	FASTTRACKS	eagle P3
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CDP	CDP DENVER TRANSIT PARTNERSHIP
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PROJECT NUMBER: TP-078

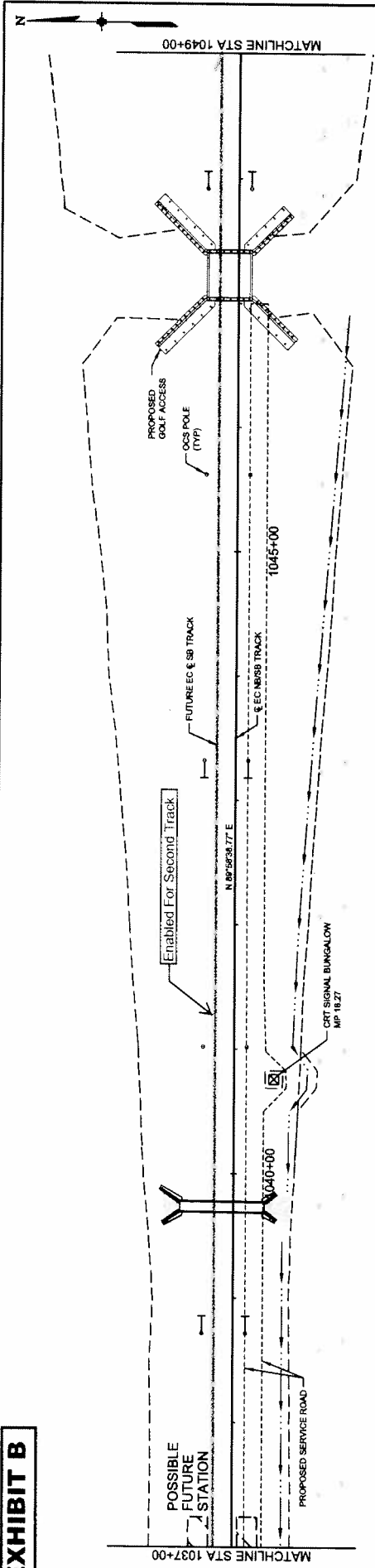
EXHIBIT B



SHEET NUMBER TP-079	
EAST CORRIDOR TRACK PLAN AND PROFILE STA 1025+00 TO STA 1037+00	
DESIGNED BY: ELM	DATE: 01/02/12
DRAWN BY: CLO	DATE: 01/03/12
APPROVED BY:	DATE:
NO.	REVISIONS
BY: CJM	DATE: 01/31/12

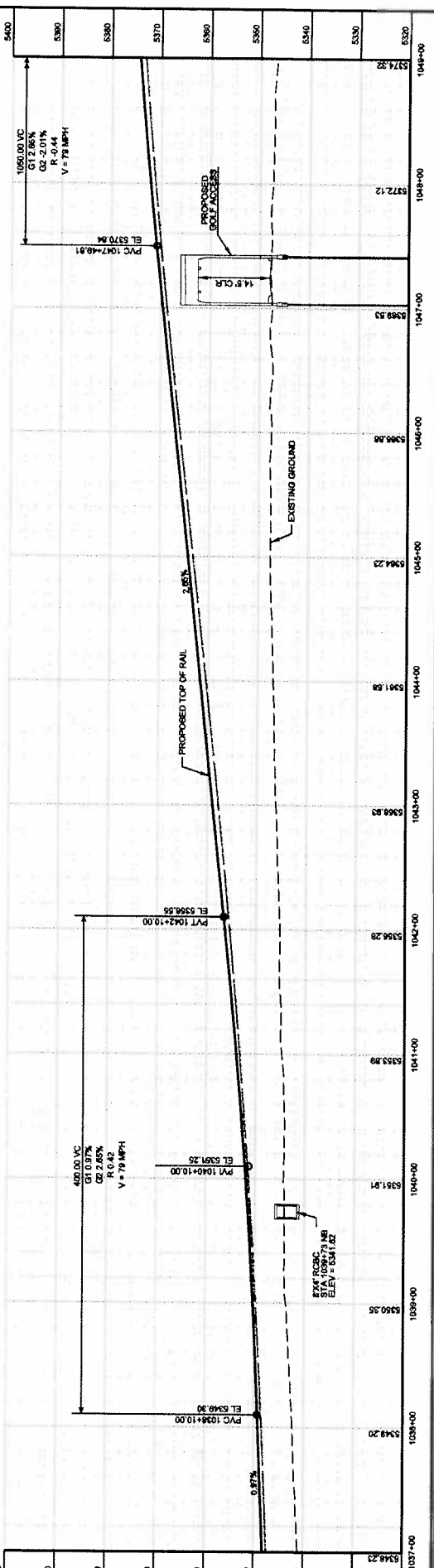
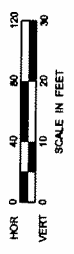
1/21/2012
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EXHIBIT B



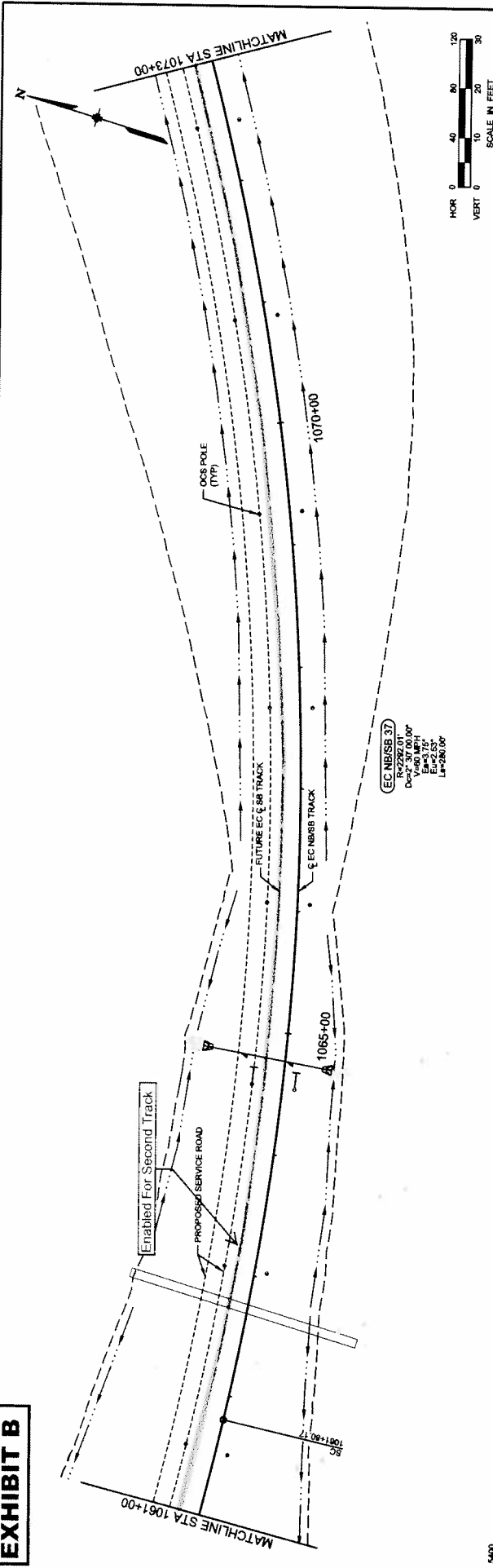
E 72ND AVE

EXISTING ROW

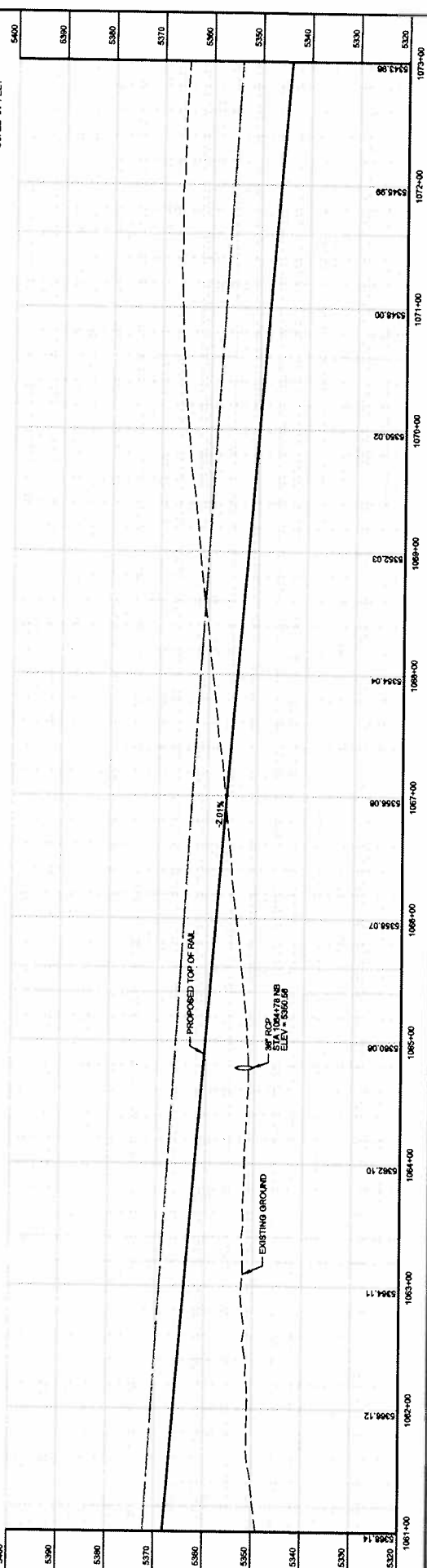
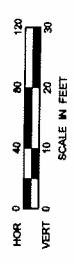


SHEET REFERENCE NUMBER: TP-080	
EAST CORRIDOR TRACK PLAN AND PROFILE STA 1037+00 TO STA 1049+00	
DESIGNED BY: EJM	DATE: 11/20/12
CHECKED BY: CLD	DATE: 11/20/12
APPROVED BY:	DATE:
NO.	REVISIONS
BY:	DATE:

EXHIBIT B

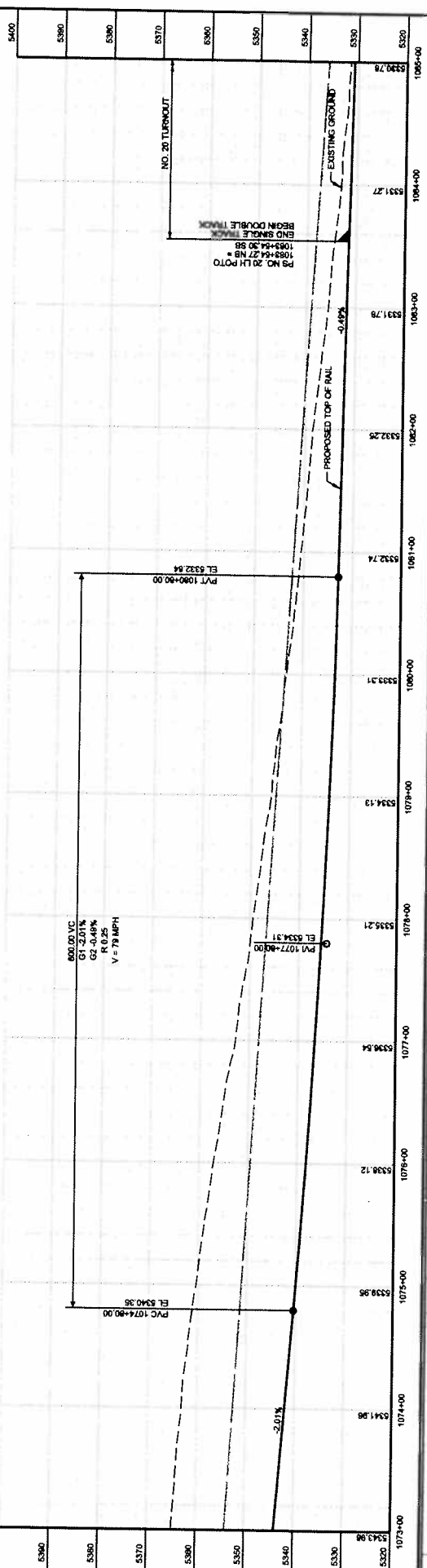
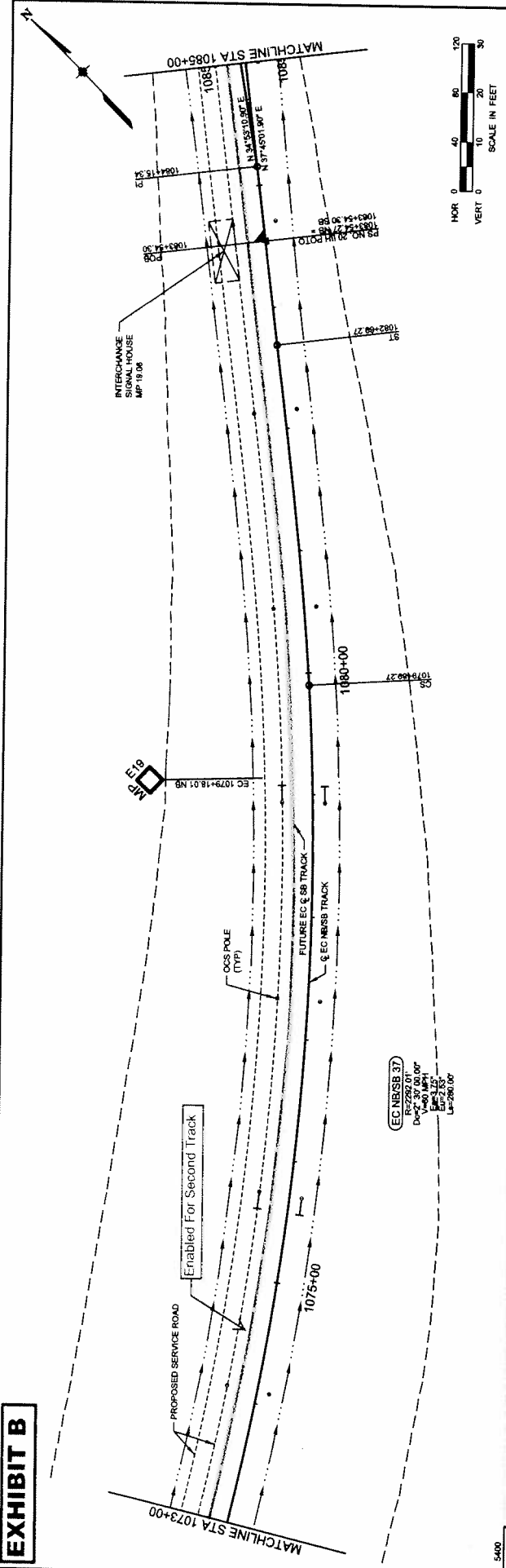


EC 88B 37
 R=2282.01
 Del=2.37 60.00'
 E=4.75'
 L=186.00'



SHEET REFERENCE NUMBER TP-082	
EAST CORRIDOR TRACK PLAN AND PROFILE STA 1061+00 TO STA 1073+00	
ATKINS	
FLUOR+HDR	
eagle PJ	
DESIGNED BY: EAM DRAWN BY: CJD CHECKED BY:	DATE: 01/26/12 DATE: 01/26/12
DATE: 01/26/12 BY:	DATE:
NO.	REVISIONS

EXHIBIT B



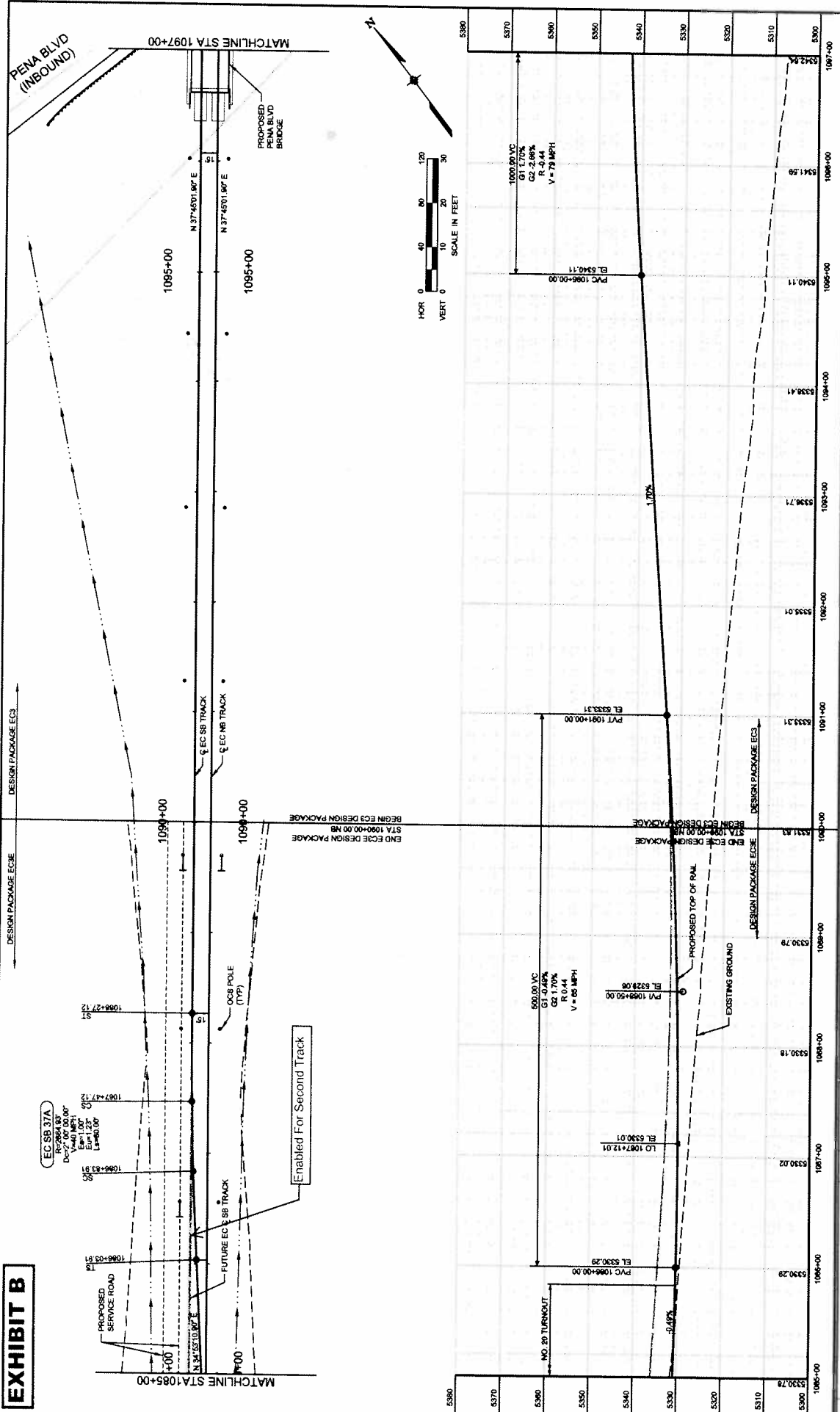
NO.	REVISIONS	BY	DATE
A	ISSUED FOR PER REVIEW, COR. 3/15/12, REV. A	CAN	01/21/12

DESIGNED BY	DATE	01/20/12
CHECKED BY	DATE	01/20/12

 FLUORHDR A Fluor Corporation Company	 ATKINS CONSULTANTS	 DPR DESIGN PARTNERSHIP
---	---------------------------	-------------------------------

EAST CORRIDOR	
TRACK PLAN AND PROFILE	
STA 1073+00 TO STA 1085+00	
SHEET REFERENCE NUMBER TP-083	

EXHIBIT B

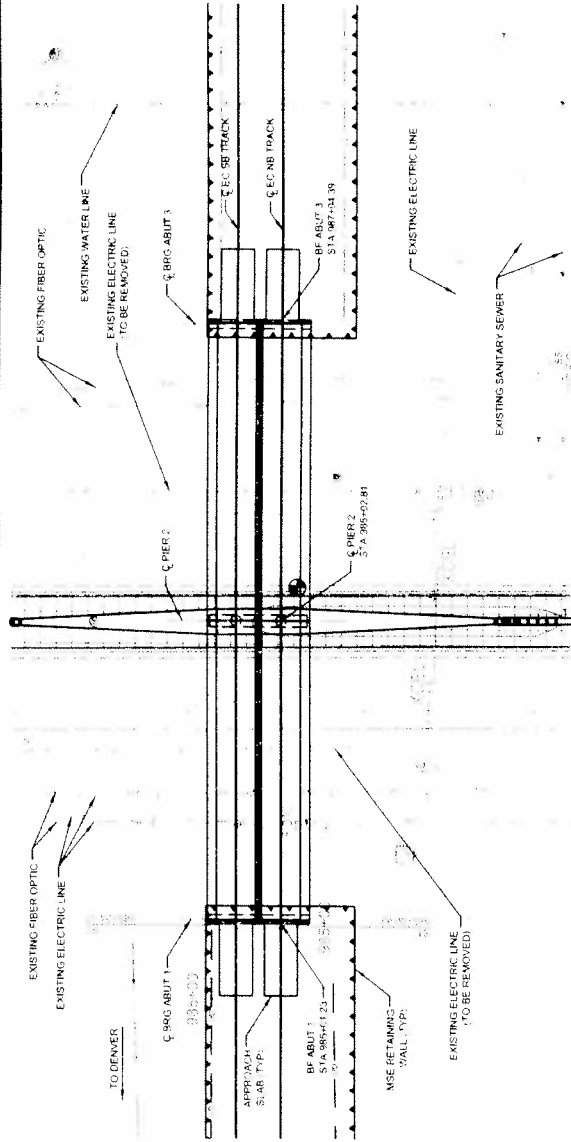


SHEET REFERENCE NUMBER TP-084	
EAST CORRIDOR TRACK PLAN AND PROFILE STA 1085+00 TO STA 1097+00	
DESIGNED BY: E.A.S. CHECKED BY: C.L.D.	DATE: 01/03/12 DATE: 01/03/12
DRAWN BY: J.W. DATE: 01/03/12	BY: DATE
REVISIONS	

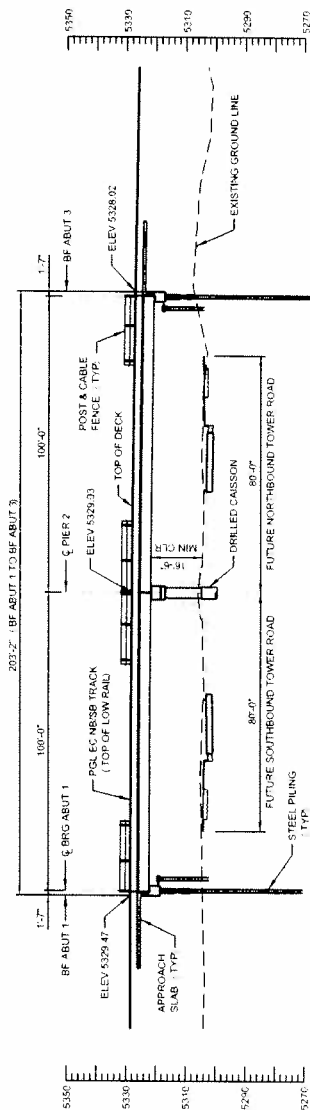
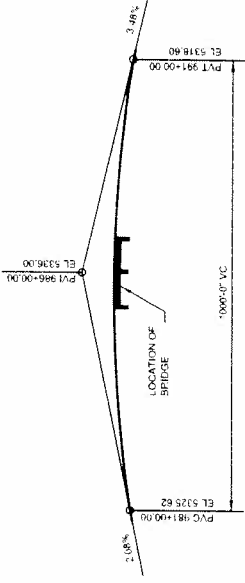
Exhibit C1 - Grade Separation
at Green Valley Ranch
Boulevard

Exhibit C2 - Grade Separation at
Tower Road

Exhibit C2



PLAN
POINT OF MINIMUM VERTICAL CLEARANCE



- NOTES:
1. ALL DIMENSIONS SHOWN ON PROFILE ARE MEASURED ALONG EC NB TRACK
 2. VERIFY ALL EXISTING UTILITIES WITH FINAL UTILITY PLANS PRIOR TO CONSTRUCTION
 3. BRIDGE FENCE ENDS AT BACK FACE OF ABUTMENT - SEE TRACK PLANS FOR TYPE & LIMITS OF FENCE OFF OF BRIDGE

LONGITUDINAL SECTION
AT CL EC NB TRACK

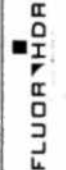

SHEET REFERENCE NUMBER SB-701	
EAST CORRIDOR OVER TOWER ROAD GENERAL PLAN AND ELEVATION	
 DENVER PUBLIC WORKS DEPARTMENT	
 FLUOR HDR	
 MASTRAKES	
 eagle P3	
PROJECT NO. 17-2312	DATE 08/14/13
DRAWN BY: JAC	CHECKED BY: JAC
DESIGNED BY: JAC	APPROVED BY: JAC
SCALE: AS SHOWN	DATE: 08/14/13
BY: JAC	DATE: 08/14/13

Exhibit D1 - City and County of
Denver 5-yr Storm Sewer Outfall

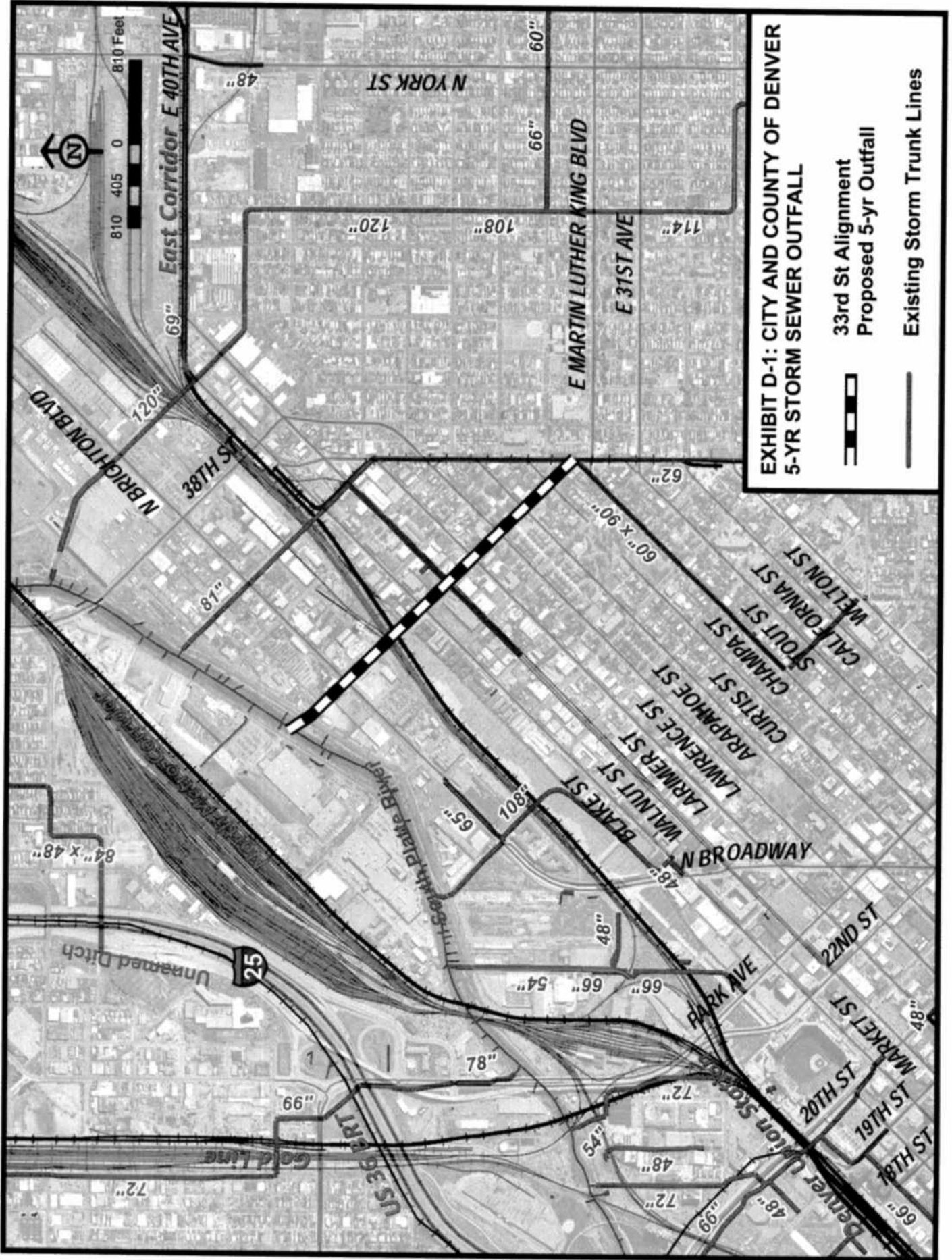


Exhibit D2 - Drainage Improvements
Between 31st and 36th.

Exhibit E - Limits of
Disputed Area



DESIGNER OF RECORD
THESE DRAWINGS ARE
FOR RECORD AND
CONSTRUCTION USE AND
DO NOT CONSTITUTE AN
AGREEMENT BY COLORADO
LAW. THE RECORD SETS
ARE BOUND AND SEALED
BY:
DATE:

**STATION PLATFORM
SITE DESIGN "X" TO**

SCALE	AS SHOWN
DATE	JANUARY 20, 2012
DRAWN BY	JL
CHECKED BY	JL
PAV APP NO.	JL
WORK BREAKDOWN NO.	
DESIGN CONTRACT NO.	
CONST. CONTRACT NO.	
VOLUME NO.	
SHEET TITLE	CONTRACTOR CONSTRUCTION IDENTIFICATION PLAN
SHEET NO.	EX-001-001
DATE FILED	01/20/12
CONTRACT NO.	00000111-CV_0001-001

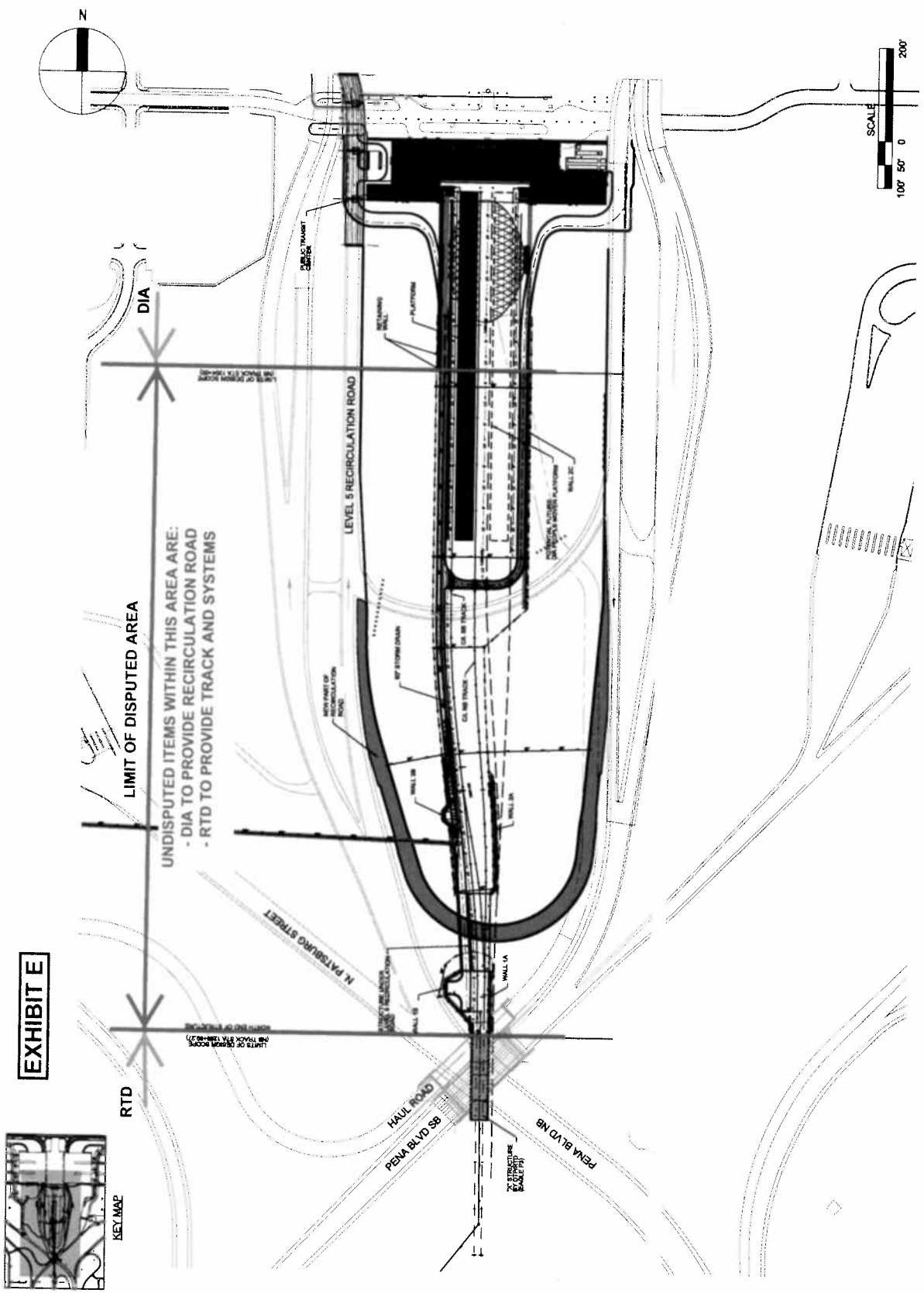
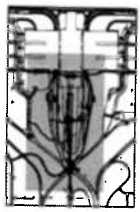


EXHIBIT E



KEY MAP

UNDISPUTED ITEMS WITHIN THIS AREA ARE:
- DIA TO PROVIDE RECIRCULATION ROAD
- RTD TO PROVIDE TRACK AND SYSTEMS

LIMIT OF DISPUTED AREA

RTD

DIA

SCALE

100' 50' 0 200'