

OPTION TO PURCHASE
(Stapleton – 56th Avenue)

This Option to Purchase (this “Agreement”) is made and entered into this ____ day of _____, 2010 (“Effective Date”), by and between Forest City Enterprises, Inc. (“Forest City”) and the City and County of Denver, a municipal corporation and home rule city of the State of Colorado (the “City”).

10-842

Recitals

This Agreement is made with respect to the following facts:

A. The Stapleton Development Corporation (“SDC”) is authorized to manage, operate and dispose of certain real property owned by the City (the “Stapleton Property”) within the former Stapleton International Airport pursuant to a Master Lease and Disposition Agreement between SDC and the City dated July 21, 1998, as amended (the “MLD”).

B. In furtherance of the MLD, Forest City and SDC have entered into an Amended and Restated Stapleton Purchase Agreement (the “Purchase Agreement”) dated February 15, 2000, related to the purchase of the Stapleton Property, which Stapleton Property is legally described in the Purchase Agreement.

C. The Purchase Agreement allows Forest City to purchase all of the Stapleton Property under the Purchase Agreement, subject to certain conditions in the Purchase Agreement.

D. The City currently is constructing certain roadway improvements and appurtenances on or adjacent to 56th Avenue (“56th Avenue Improvements”) and, in connection with the construction of such improvements is acquiring land including approximately 7 acres of the Stapleton Property adjacent to Developable Property as defined in the MLD for slopes along 56th Avenue and retention ponds associated with the 56th Avenue Improvements (the “Property”).

E. Forest City, SDC and the City have agreed that, in order to accommodate the City’s construction on the Property, Forest City will provide written approval for the transfer of the Property and certain other land within the Stapleton Property to the City for the 56th Avenue Improvements, in exchange for the City’s grant to Forest City of this option to purchase the Property from the City in the future under the terms and conditions set forth herein.

F. Pursuant to Individual Facilities Development Agreement No. 32 dated as of May 18, 2010 (“IFDA No. 32) and Section 5.16(c) of the Purchase Agreement, Forest City has provided written approval to SDC for the transfer of the Property and certain other land within the Stapleton Property to the City for the 56th Avenue Improvements.

G. The Parties desire to enter into this Agreement to set forth their understanding regarding Forest City’s option to purchase the Property in the future from the City.

Agreement

NOW, THEREFORE, in consideration of Forest City's approval, pursuant to the Purchase Agreement and IFDA No. 32, of the transfer of the Property and certain other land within the Stapleton Property to the City for the 56th Avenue Improvements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Property. The "Property" shall mean and refer to the real property described on Exhibit A (the "Land"), together with all of the City's right, title and interest in (i) all Improvements and appurtenances thereto, (ii) all easements, leases, subleases, licenses, tenements and hereditaments inuring to the benefit of the Land (the "Appurtenances"), (iii) the oil, gas, and other hydrocarbon substances, minerals and mineral interests on, under or appurtenant to the Land (the "Mineral Interests"), (iv) all development rights and air rights (the "Development Rights"); and (v) any ditch rights of way (the "Ditch Rights"). The term "Property" also shall include, as to any particular portion of the Land, a non-exclusive assignment of the right to use, to the extent assignable in accordance with any applicable requirements or agreements, in and to the following items, provided the particular item relates solely to the portion of the Land conveyed to Forest City and provided that the City shall not retain the rights under any such items to enter into any agreement, lease, easement or other document or encumbrance affecting such portion of the Land without the prior written consent of Forest City, which consent shall not be unreasonably withheld or delayed and which consent is further subject to Section 8(a) below: (i) all governmental permits, licenses, certificates and authorizations (the "Permits"); (ii) all site plans, surveys, environmental studies, soils studies, architectural drawings, plans and specifications, engineering plans, specifications and studies, floor plans, landscape plans, appraisals and feasibility studies (the "Studies"); and (iii) the "Intangible Property". The "Property" shall not include, and each deed shall expressly except, all water and water rights of any kind or nature, upon or appurtenant to or used in connection with the operation of the land described in such deed. The legal description of the Land may be altered as necessary to accommodate any new documents and encumbrances concerning the Property that are approved by Forest City pursuant to Section 8 below.

2. Option. The City hereby grants to Forest City the right and continuing option (the "Option"), for the "Option Term," as defined in Section 3 below, to purchase the Property or portions thereof in succession from the City in accordance with the terms and conditions of this Agreement.

3. Option Term. The Option Term shall commence on the Effective Date and shall terminate on the earlier of (1) termination of this Agreement pursuant to its terms, or (2) termination of the MLD pursuant to its terms.

4. Exercise of Option. The Option shall be exercisable by Forest City at any time during the Option Term by written notice (the "Exercise Notice") given to the City's Manager to Public Works and Director of the Division of Real Estate for the Property or portion thereof that is the subject of the Exercise Notice (the "Purchase Notice Property"). The Exercise Notice shall specify the proposed date of closing (the "Closing") for the Purchase Notice Property

which date may be modified or extended by mutual agreement of the City's Director or the Division of Real Estate and Forest City as provided in Sections 10(b) or 11(a) below. The Exercise Notice shall be accompanied by (i) the legal description of the Land included in the Purchase Notice Property (the "Purchase Notice Land"), including the acreage involved and an ALTA boundary survey of the Purchase Notice Land (the "Survey"), and (ii) a computation of the Purchase Price for the Purchase Notice Property, as calculated pursuant to Section 5 below.

5. Purchase Price. The Purchase Price for the Purchase Notice Property shall be based on the square footage of the Purchase Notice Land and shall be calculated as set forth in Exhibit E attached hereto and made a part hereof. The Parties acknowledge that this per square foot price includes the per square foot price for the "System Development Fees," (as defined in the Purchase Agreement) which were paid when the City acquired the Property.

6. Title and Survey. Within ten (10) business days after the Exercise Notice, the City shall deliver or cause to be delivered a current title insurance commitment issued by the title company chosen by Forest City in connection with the Survey ("Title Company"), including copies of all recorded exceptions to title referred to therein (collectively, the "Title Commitment"), showing title to the Purchase Notice Land to be vested in the City and committing to insure title to the Purchase Notice Land in Forest City by issuance of its ALTA owner's policy of title insurance in the amount of the Purchase Price. Forest City will review the Title Commitment as part of its investigations hereunder and will have the right to negotiate with Title Agent in order to cause Title Agent to modify the Title Commitment to reflect only those exceptions to title that are acceptable to Forest City. City shall reasonably cooperate with Forest City in its efforts to modify the Title Commitment, including, without limitation, executing any such documents or taking such other actions as may be requested by Title Company or Forest City to eliminate an unacceptable title exception. If Forest City does not terminate this Agreement pursuant to Section 7(c) below, then the exceptions to title disclosed in the Title Commitment as of the expiration of the Inspection Period (i.e., including any endorsements or supplements to the Title Commitment issued prior to such expiration) and those matters affecting title that are reflected on the Survey will be the "Permitted Exceptions" hereunder, excluding the standard printed exceptions. The "City Easement" to be reserved by the City in the deed as further described in Section 11(b) below and those reservations and covenants listed on Exhibit B which will be either in the deed from DIA to SDC or the deed from SDC to the City shall be "Permitted Exceptions". Such standard printed exceptions include, without limitation, exceptions for: (i) any delinquent taxes or assessments, (ii) any monetary liens or encumbrances created by, through or under City, or (iii) any standard printed exceptions concerning parties in possession, unrecorded easements, encroachments or other matters of survey, mechanics' liens or claims therefor and matters first appearing in the public records after the date of the Title Commitment but before Closing. At or prior to Closing, City will provide to Title Company such affidavits acceptable to the City as may be necessary to delete such standard printed exceptions and City will cause any delinquent taxes or assessments and any monetary liens or encumbrances created by, through or under City to be paid off or otherwise removed of record.

7. Investigation Period.

(a) Within fifteen (15) days after the Exercise Notice, the City will provide to Forest City copies of (1) all soils, groundwater, soil gas, air, structural, asbestos and other engineering inspections, tests, surveys, studies, utility maps, blueprints, and as-built drawings, environmental data and reports existing as of the date of the Exercise Notice relating to the Purchase Notice Property, (2) any other reports pertaining to the Purchase Notice Property existing as of the date of the Exercise Notice; (3) any other information existing as of the date of the Exercise Notice regarding the environmental condition of the Purchase Notice Property, including, without limitation, any information regarding environmental contamination or spills on the Purchase Notice Property and any violation notices received from any regulatory agency regarding the Purchase Notice Property; (4) copies of any agreements, contracts or other documents existing as of the date of the Exercise Notice which may encumber the Purchase Notice Land not of record, and (5) copies of any approved and recorded plans or maps related to the Purchase Notice Property existing as of the date of the Exercise Notice, of which the City's Director of the Division of Real Estate is aware (collectively, the "Property Information"). The City will provide to Forest City updates of any such Property Information up to the Closing.

(b) For a period beginning on the date of the Exercise Notice and ending fifteen (15) days prior to the Closing (the "Inspection Period"), Forest City will have the right to investigate the Purchase Notice Property and all matters relevant to its acquisition, ownership and operation. Such right of investigation will include, without limitation, the right to perform, at Forest City's expense, any Phase I and Phase II environmental site assessments or other surface and subsurface testing of environmental media or building materials necessary to estimate any costs of environmental remediation and demolition, and other studies or inspections of the Purchase Notice Property that Forest City may deem necessary or appropriate, and to contact government officials and regulators with regard to the Purchase Notice Property. City shall cooperate with any such investigations, inspections or studies made by or at Forest City's direction so long as such cooperation is at no expense or liability to City. City shall provide Forest City and Forest City's employees, agents, representatives and contractors with access to the Purchase Notice Property for Forest City's investigations by execution of a Revocable Street Occupancy Permit in substantially the form attached hereto as Exhibit C hereto and made a part hereof.

(c) If, during the Inspection Period, Forest City gives the City's Director of the Division of Real Estate and the Manager of Public Works written notice setting forth Forest City's decision not to proceed with the purchase of the Purchase Notice Property for any reason whatsoever, and states in such notice Forest City's election to terminate this Agreement as to the Purchase Notice Property, then this Agreement will terminate only as to the Purchase Notice Property and both Parties will be relieved of any further obligations hereunder with regard to the Purchase Notice Property, except for those obligations which expressly survive any such termination. In such event, to the extent that the applicable Purchase Notice did not include the entirety of the Property, this Agreement shall remain in effect in accordance with its terms as to the remainder of the Property not included within the applicable Purchase Notice. If Forest City does not give such termination notice prior to the end of the Inspection Period on the applicable Purchase Notice Property, then this Agreement will remain in full force and effect in accordance with its terms.

8. Agreements of the City. The City hereby agrees with Forest City as follows:

(a) New Documents and Encumbrances Concerning the Property. Subsequent to the Effective Date, the City shall not allow, execute or commit to enter into any agreement, lease, easement or other document or encumbrance affecting the Property that is not terminable and terminated at Closing, without the prior written consent of Forest City, which consent shall not be unreasonably withheld or delayed. Prior to transfer of the Property from SDC to the City, SDC may record against the Property the document entitled Limited Supplemental Declaration Subjecting Property to Only the Community Fee of the Community Declaration and Contingent Supplemental Declaration in the Event of a Transfer of the Property and may take such actions as are necessary to include the Property within the Westerly Creek Metropolitan District.

(b) Damage to the Property. The risk of loss or damage to the Purchase Notice Property and the Property by fire or other casualty or cause beyond the City's control (collectively, "Damage") in advance of any Closing Date shall be borne by the City. In the event of material Damage to the applicable Purchase Notice Property subsequent to Forest City's delivery of an Exercise Notice, as determined by Forest City in Forest City's reasonable discretion, Forest City shall not be obligated to purchase the Purchase Notice Property whereupon this Agreement will terminate only as to the Purchase Notice Property and both Parties will be relieved of any further obligations hereunder with regard to the Purchase Notice Property, except for those obligations which expressly survive any such termination. In such event, to the extent that the applicable Purchase Notice did not include the entirety of the Property, this Agreement shall remain in effect in accordance with its terms as to the remainder of the Property not included within the applicable Purchase Notice.

(c) Miscellaneous. After the Effective Date and prior to Closing, (i) the City's Manager of Public Works and the City's Manager of the Department of Community Planning and Development agree not to request a change in the zoning classification of the Land without obtaining the prior written approval of Forest City, which approval shall not be unreasonably withheld; (ii) the City agrees not to transfer any of the City's interest in the Property not terminable and terminated at Closing without obtaining the prior written approval of Forest City, which approval shall not be unreasonably withheld; and (iii) the City Attorney agrees to promptly advise Forest City of the commencement of any litigation by or against the City pertaining to the Property.

9. Issuance of Title Policy.

(a) At Closing, Forest City may cause Title Company to issue, or unconditionally commit to issue, to Forest City or its Permitted Assignee its ALTA owner's policy of title insurance insuring in the amount of the Purchase Price that title to the Purchase Notice Property is vested in Forest City, subject only to the Permitted Exceptions (the "Title Policy"). The City and Forest City will be solely responsible for satisfying any requirements acceptable to the signing party that Title Company may impose specifically with respect to each of them, such as, for example, requirements with respect to organizational status or authority to complete the transaction.

(b) Subsequent to any Exercise Notice and prior to the Closing applicable to such Exercise Notice, the City's Director of the Division of Real Estate shall notify Forest City if it becomes aware or receives notice of any encumbrance, encroachment, defect in or other matter materially and adversely affecting title, other than the Permitted Exceptions and other than any delinquent taxes or assessments or any monetary liens or encumbrances created by, through or under the City to be removed prior to Closing pursuant to Section 6 (a "Subsequent Defect"). If the City notifies Forest City of the existence of a Subsequent Defect, the City will use reasonable efforts to remove or cure such Subsequent Defect prior to Closing. If the City does not or is unable to so remove or cure all Subsequent Defects prior to Closing, Forest City may (i) waive all such uncured Subsequent Defects and accept such title as the City is able to convey as of Closing without an abatement of the Purchase Price; or (ii) terminate this Agreement with respect to the Purchase Notice Property whereupon the Parties will be relieved of any further obligations hereunder with regard to the Purchase Notice Property, except for those obligations which expressly survive any termination hereof. In such event, to the extent that the applicable Purchase Notice did not include the entirety of the Property, this Agreement shall remain in effect in accordance with its terms as to the remainder of the Property not included within applicable Purchase Notice.

10. Conditions Precedent to Closing.

(a) Forest City's agreement to purchase the Purchase Notice Property by the end of the Inspection Period and on the Closing Date shall be subject to and contingent upon satisfaction of the following conditions (the "Conditions"):

(i) Review of the Property Information or updates to such Property Information made available to Forest City, and Forest City's failure to terminate this Agreement under Section 7(c) or 9(b) above as a result of such review.

(ii) Receipt of the Title Commitment as described in Section 6 above after the effective date of Forest City's Exercise Notice, and Forest City's failure to terminate this Agreement under Section 7(b) or Section 9(b) above.

(iii) Receipt of reasonable evidence that the environmental condition of the Purchase Notice Land meets and will meet the "Environmental Standards" for the Property as such term is defined and such standards are set pursuant to Individual Facilities Development Agreement No. 32 by and among the City, SDC, Forest City and the Park Creek Metropolitan District as of the Closing.

(b) Notwithstanding Section 10(a) above, in the event that the Condition set forth in Section 10(a)(iii) above has not been met on or before the Closing Date, Forest City shall have the following options exercisable by notice to the City's Director of Real Estate provided at least five (5) days prior to the scheduled Closing Date:

(i) to close on the Purchase Notice Property and waive the Condition set forth in Section 10(a)(iii);

(ii) to extend the Closing Date to a date to be determined by Forest City and reasonably acceptable to the City in order to allow the City additional time to meet the Condition;

(iii) to close on the Purchase Notice Property, and deposit in an escrow account with the Title Company, with escrow instructions mutually acceptable to Forest City and the City, a portion of the Purchase Price equal to the then anticipated cost of conducting environmental remediation necessary to meet the Environmental Standards for the Purchase Notice Property. If the agreed to anticipated cost of conducting environmental remediation necessary to meet the Environmental Standards exceeds the Purchase Price for the Purchase Notice Property, the full amount of the Purchase Price shall be deposited into the escrow, and Forest City shall bear responsibility for any environmental remediation costs that exceed the escrowed amounts. If the Purchase Price is placed into escrow as provided herein, the following process shall be followed:

1) Forest City shall provide the City's Managers of Environmental Health and Public Works (the "Managers") a preliminary scope of remediation work to be performed, estimated cost of such work and proposed remediation contractor to perform such work. The Managers shall review and comment on such preliminary scope.

2) Forest City shall provide the Managers with a final scope of work, cost and contractor information for the Managers' approval. Once approved by the Managers, all remediation work to be paid for out of the escrowed funds shall be performed in accordance with such approval by the approved remediation contractor.

3) Forest City shall submit to the Managers a work summary and invoices evidencing the remediation work completed with supporting documentation. The Managers shall approve or reject the summary and invoices provided that any rejection shall be based on an argument that the remediation work or costs are beyond the scope approved by the Managers. All approved invoices shall be forwarded to the escrow agent for payment. All rejected invoices shall be returned to Forest City and the parties shall try to resolve the rejection issues.

4) Upon completion of the approved remediation work and payment of all invoices all amounts remaining in escrow shall be released to the City.

(iv) to elect not to proceed with the purchase of the applicable Purchase Notice Property, in which event, this Agreement will terminate only as to the Purchase Notice Property and both Parties will be relieved of any further obligations hereunder with regard to the Purchase Notice Property, except for those obligations which expressly survive any such termination. In such event, to the extent that the applicable Purchase Notice did not include the entirety of the Property, this Agreement shall remain in effect in accordance with its terms as to the remainder of the Property not included within the applicable Purchase Notice.

11. Closing. City and Forest City agree that the purchase of the Purchase Notice Property will be consummated as follows:

(a) Closing Date. Closing will occur on the date specified in the Exercise Notice, or such other date as may be mutually agreed to by Forest City and the City's Director of the Division of Real Estate (the "Closing Date"). Notwithstanding the foregoing, Forest City shall have the option to extend the Closing Date by notice to the City (i) provided at least ten (10) days prior to the Closing Date if the reason for such extension relates to Section 10(b)(i) or 10(b)(ii) above or such extension is necessary to allow for the Closing Date to coincide with the closing date for other property adjacent to the Purchase Notice Property for which Forest City has provided SDC a Purchase Notice under the Purchase Agreement; and (ii) provided at least five (5) days prior to the Closing Date if the reason for such extension relates to Section 10(b)(iii) above. Closing will take place at the offices of Forest City on the Closing Date.

(b) Closing Documents. The City and Forest City will deliver or cause to be delivered to each other at Closing, as appropriate, the following items (all documents will be duly executed and acknowledged where required):

(i) A quitclaim deed substantially in the form attached hereto as Exhibit D conveying all of the City's right, title and interest in and to the Land or portion thereof that is the subject of the Closing and the Appurtenances, Mineral Interests, Development Rights and Ditch Rights related to the Purchase Notice Property, subject only to the Permitted Exceptions and an easement reserved to the City (the "City Easement").

(ii) A good and sufficient non-exclusive assignment, without representation or warranty of any kind, assigning to Forest City the non-exclusive right to use the the Permits, Studies, and Intangible Property.

(iii) The Title Policy or an unconditional commitment by Title Company to issue the Title Policy promptly after Closing.

(iv) Settlement statements reflecting the Purchase Price and all adjustments and prorations to be made thereto pursuant to this Agreement including, without limitation, the prorations described in Section 11(c) below together with any amounts, in immediately available funds, required to be paid by either party thereunder.

(v) The City and Forest City will execute and deliver such other documents and will take such other action at Closing as may be necessary or appropriate to carry out their respective obligations under this Agreement, without further representations or warranties other than those contained herein.

(c) Adjustments and Prorations. The following adjustments and prorations will be made at Closing and reflected, where appropriate, on the settlement sheets described in Section 11(b)(iii) above:

(i) Ad Valorem Taxes. Forest City shall be responsible for all real estate and personal property taxes attributable to the Purchase Notice Property subsequent to the Closing Date.

(ii) Operating Expenses. The City will pay all utility charges and other operating expenses attributable to the Purchase Notice Property to the Closing Date.

(iii) Closing Costs. Forest City will pay (i) one-half of Title Agent's closing fee; (ii) the costs of any endorsements to the Title Policy, except for any endorsements the City agrees to obtain pursuant to Section 7(b) above; (iii) the cost of recording the City's deed to Forest City and any other documents requiring recording; (iv) all costs incurred by Forest City in connection with Forest City's investigations of the Property; (v) the cost of the Survey; and (vi) Forest City's attorney's fees. The City will pay (i) one-half of Title Agent's closing fee, (ii) Title Company's premium for the Title Policy, excluding the costs of any endorsements thereof and (iii) the City's attorney' fees.

(d) Survival. The Parties' obligations under this Section 11, to the extent not fully discharged by or through Closing, will survive Closing and remain fully enforceable thereafter.

12. Default and Remedies.

(a) If the City is in material default of any of its material obligations hereunder, or the transfer and conveyance of the Purchase Notice Property otherwise fails to occur by reason of the City's failure or refusal to perform its obligations hereunder in a prompt and timely manner, then, as Forest City's sole and exclusive remedy, Forest City shall be entitled to elect to pursue specific performance of this Agreement. Failure to appropriate shall not be a default hereunder.

(b) If Forest City is in material default of any of its material obligations hereunder, or the transfer and conveyance of the Purchase Notice Property otherwise fails to occur by reason of Forest City's failure or refusal to perform its obligations hereunder in a prompt and timely manner, then, as the City's sole and exclusive remedy, the City shall be entitled to obtain reimbursement from Forest City for the City's out of pocket costs and expenses in preparing to close the conveyance of the Purchase Notice Property to Forest City. Such reimbursement shall be due and payable to the City within thirty (30) days after request from the City, accompanied by reasonable evidence of the amount so payable. In no event will the amount payable to the City exceed \$10,000.00 and in no event shall Forest City be required to reimburse the City for costs (such as environmental remediation costs) which are not solely related to the process of consummating the Closing of the applicable Purchase Notice Property.

13. Real Estate Brokerage Commissions. Each party hereto represents to the other that it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder and that it has not dealt with any broker or finder purporting to act on behalf of any other party.

14. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by overnight courier or may be personally delivered to the following addresses:

If intended for Forest City:

Forest City Enterprises, Inc.
7351 East 29th Avenue
Denver, CO 80238-2699
Phone No.: (303) 382-1800
Fax No.: (303) 382-1008

With copies to:

Forest City Enterprises, Inc.
7351 East 29th Avenue
Denver, CO 80238-2699
Phone No.: (303) 382-1800
Fax No.: (303) 382-1008
Attention: General Counsel

Forest City Enterprises
1100 Terminal Tower
50 Public Square
Cleveland, OH 44113-2203
Phone No.: (216) 621-6060
Fax No.: (216) 263-6206
Attention: General Counsel

If intended for the City:

City and County of Denver
Mayor, 1437 Bannock, Rm 300
Denver, Colorado 80202

With copies to:

Manager of Public Works
201 W. Colfax, Department 601
Denver, CO 80202

Director of the Division of Real Estate
201 W. Colfax, Dept. 1012
Denver, CO 80202

City Attorney
1437 Bannock, Rm 353
Denver, CO 80202

or such other address of which Forest City or the City shall have given notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the date of receipt.

15. Miscellaneous.

(a) The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

(b) The performance by the parties hereto of their respective obligations provided for in this Agreement shall be in compliance with all applicable laws and the rules and regulations of all governmental agencies, local, state and federal, having jurisdiction over the Property.

(c) Each party represents that, to the best of the knowledge to the City's Director of the Division of Real Estate and the knowledge of John Lehigh and Jim Chrisman as of the Effective Date, such party has full power and authority to execute, deliver, and perform this Agreement; that such execution, delivery and performance will not contravene any contractual restriction binding upon such party or any of its assets; and that there is no legal action, proceeding or investigation of any kind now pending or, to the actual knowledge of such party, affecting such party as the same may pertain to execution, delivery or performance of this Agreement.

(d) The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

(e) Either party may waive any covenant or condition of the other party in writing. Any one or more waivers of any covenant or condition by any party hereto shall not be construed as a waiver of a subsequent breach of the same covenant or condition. A consent or approval to, or of, any act requiring consent or approval shall not be deemed to waive or render unnecessary such consent or approval to, or of, any subsequent similar acts. In no event shall any performance hereunder constitute or be construed to be a waiver by any party or any breach of any covenant or condition or of any default which may then exist. The rendering of any such performance when any such breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default.

(f) The singular shall include the plural; the masculine gender shall include the feminine; "shall" and "will" are mandatory; "may" is permissive.

(g) In the event that any third party brings an action against either party regarding the validity or operation of this Agreement, the parties shall cooperate with the other in any such litigation.

(h) Forest City shall have the right to assign or transfer all or any portion of its interests, rights or obligations under this Agreement to any party that receives an assignment of

Forest City's rights and duties under the Purchase Agreement pursuant to Section 8.7 of the Purchase Agreement subject to the prior written approval of the City's Manager of Public Works ("Permitted Assignee"), provided that to the extent Forest City assigns any of its obligations under this Agreement, the assignee of such obligations shall expressly assume such obligations. The express assumption of any of Forest City's obligations under this Agreement with regard to the property and/or rights and duties subject to such assignment by its assignee or transferee shall thereby relieve Forest City of any further obligations under this Agreement with regard to such property and/or rights and duties, and shall release the City from further obligation to Forest City, with respect to the matter so assumed. Forest City shall notify the City of any such assignment and shall provide the City with a copy of the document executed by the assignee or transferee expressly assuming the rights and duties so assumed. In no event shall a default by any such assignee with respect to the obligations assumed by such assignee affect the rights or obligations of Forest City or any other assignee under this Agreement that were not assigned to or assumed by such defaulting assignee.

(i) Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the Charter and Ordinances of the City and County of Denver, and regulations enacted pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. This Agreement is made, shall be deemed to be made, and shall be construed in accordance with the laws of the State of Colorado.

(j) Venue for any action arising under this Agreement or any amendment or renewal shall be in the City and County of Denver, Colorado.

(k) Each party shall be responsible for any and all suits, demands, costs, or actions proximately resulting from its own individual acts or omissions.

(l) This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein. No City Council approval is needed for an amendment unless required by the City Charter.

(m) The parties intend that this Agreement shall create no third party beneficiary interest except for Permitted Assignees pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

(n) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but of all which shall together constitute one and the same document.

(o) Whenever under this Agreement “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations and shall be subject to appropriation as set forth herein.

(p) No elected official, director, officer, agent or employee of the City nor any director, officer, employee or personal representative of Forest City shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

(q) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

(r) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and Permitted Assignees.

(s) If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable and there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

(t) This Agreement and any exhibits hereto shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of an agreement or the portions of an agreement in question.

(u) If it shall be necessary for either Forest City or the City to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other party, the prevailing party shall, in addition to costs and expenses, be entitled to reimbursement of its reasonable attorneys’ fees.

(v) Forest City and the City agree that a memorandum of this Agreement executed by Forest City and the City shall be recorded against the Land in the real property records of the City.

(w) All obligations of the City pursuant to this Agreement are subject to the prior appropriation of monies expressly made by the City Council for such purpose and paid into the Treasury of the City.

(x) Forest City represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

(y) Forest City agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall have access to and the right to examine,

during normal business hours, any directly pertinent books, documents, papers and records of Forest City related to this Agreement.

(z) In connection with the performance of work under this Agreement, Forest City agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

[Remainder of page intentionally left blank -- signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

Stephanie Y. O'Malley,
Clerk and Records, Ex-Officio Clerk
Of the City and County of Denver

CITY AND COUNTY OF DENVER,
a Colorado municipal corporation

By: _____
John W. Hickenlooper, Mayor

RECOMMENDED AND APPROVED:

Manager of Environmental Health

Director of the Division of Real Estate

Manager of Public Works

APPROVED AS TO FORM:

DAVID R. FINE
City Attorney for the City and County of
Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Assistant City Attorney

Contract Control No. RC09001

By: _____
Auditor

FOREST CITY ENTERPRISES, INC.

By: _____
Name: Albert B. Ratner
Title: Co-Chairman of the Board

Exhibit A

Legal Description of the Land

EXHIBIT A
PROJECT CODE: 16749
PROJECT NUMBER: STU-M320-058
LAND ACQUISITION TK-9A (LA-9A)
DATE: MARCH 31, 2010


DESCRIPTION

Land Acquisition TK-9A (LA-9A) of the City and County of Denver, State of Colorado, Project Code 16749, Project Number STU-M320-058, containing 1.584 acres (68,978 sq. ft.), more or less, located in the Southwest Quarter of Section 10, Township 3 South, Range 67 West, of the Sixth Principal Meridian, City and County of Denver, State of Colorado, said land acquisition being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 10, a 3" brass cap in a range box 1.6 feet below the gravel surface stamped "DWD PLS 16398, 1987", whence the South Quarter corner of said Section 10, an illegible 2 1/2" aluminum cap in a range box 3.3' below the gravel surface bears N89°29'49"E, a distance of 2612.70 feet;

Thence N33°10'57"E a distance of 90.73 feet to the **POINT OF BEGINNING**;

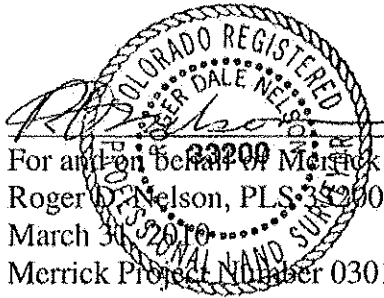
1. Thence N00°15'26"W along the easterly Right-of-Way line of Yosemite St. as described in Adams County Road Petition Number 630 having a date of February 23, 1921 a distance of 35.00 feet;
2. Thence N89°29'49"E along a line 110.50 feet northerly of and parallel with the southerly line of said Southwest Quarter of Section 10 a distance of 1050.57 feet;
3. Thence N00°30'11"W a distance of 14.00 feet;
4. Thence N89°29'49"E along a line 124.50 feet northerly of and parallel with said southerly line of the Southwest Quarter of Section 10 a distance of 657.25 feet;
5. Thence S00°30'11"E a distance of 49.00 feet;


For and on behalf of Merrick & Company
Roger B. Nelson, P.L.S. 38200
March 31, 2010
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916

6. Thence S89°29'49"W along a line 75.50 feet northerly of and parallel with said southerly line of the Southwest Quarter of Section 10 a distance of 1707.97 feet to the **POINT OF BEGINNING**.

The above described land acquisition contains 1.584 acres (68,978 sq. ft.), more or less.

Project Basis of Bearings: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983(92), central zone and are based on a line bearing N89°29'46"E between the Northwest Corner of said Section 15, T.3S., R.67W., 6TH P.M., being a found 3" Brass Cap stamped "DWD PLS 16398, 1987" in range box, 1.6' below gravel surface and the Northeast Corner of said Section 15, being a found 3 ¼" Aluminum Cap stamped "ZBS INC., PLS 11434, 1991" in range box, 0.6' below asphalt surface.



For and on behalf of Merrick & Company
Roger D. Nelson, PLS. 33200
March 30, 2016
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916

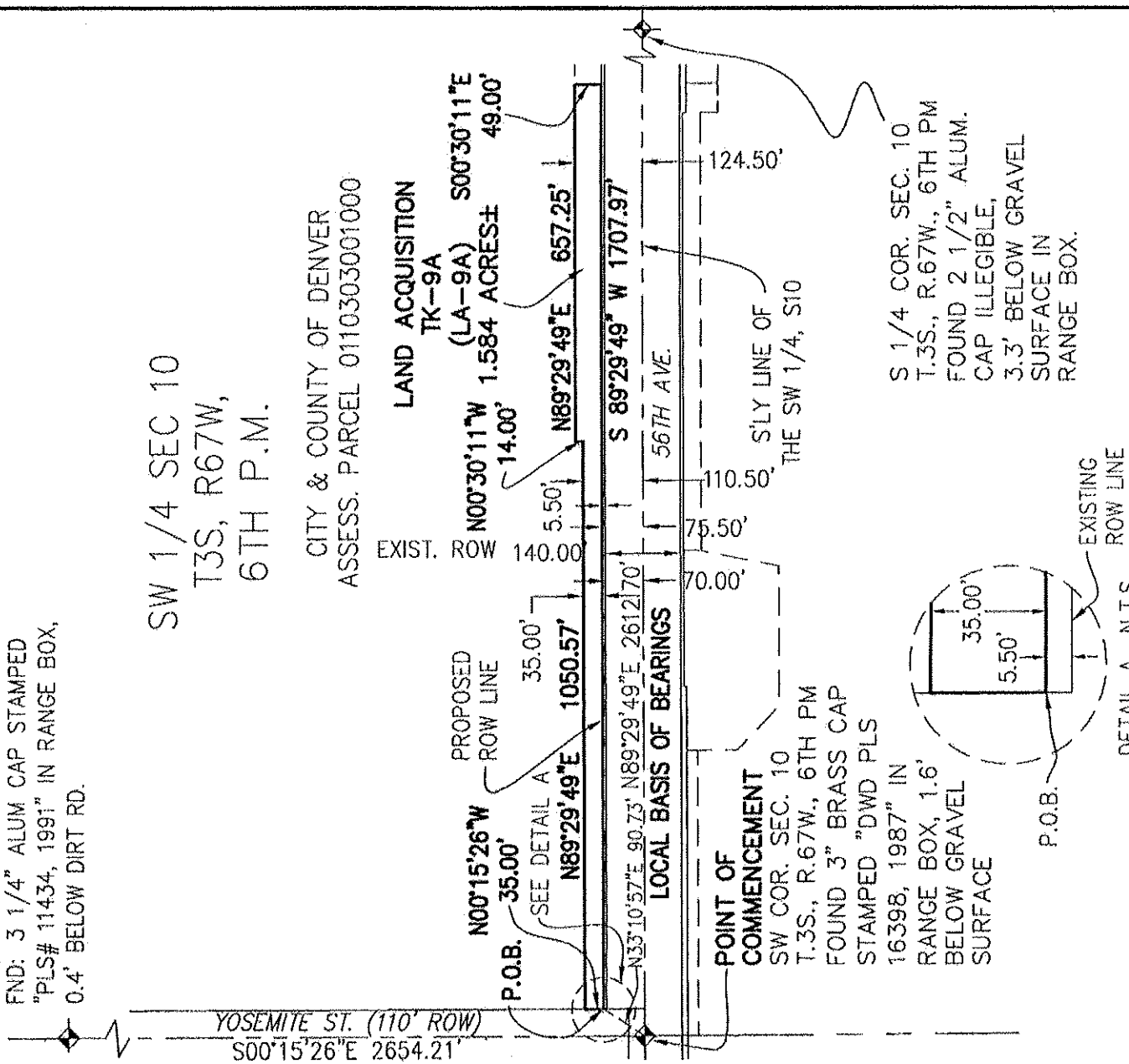
W 1/4 COR SEC 10, T3S, R67W, 6th P.M.
 FND: 3 1/4" ALUM CAP STAMPED
 "PLS# 11434, 1991" IN RANGE BOX,
 0.4' BELOW DIRT RD.

SW 1/4 SEC 10
 T3S, R67W,
 6TH P.M.

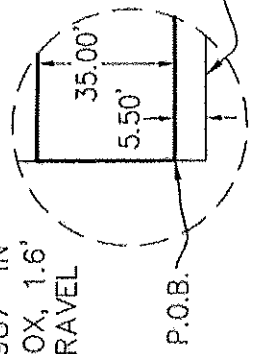
CITY & COUNTY OF DENVER
 ASSESS. PARCEL 0110303001000

LAND ACQUISITION
 TK-9A

(LA-9A) S00°30'11"E
 1.584 ACRES± 49.00'

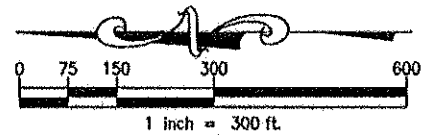



S 1/4 COR. SEC. 10
 T.3S., R.67W., 6TH PM
 FOUND 2 1/2" ALUM.
 CAP ILLEGIBLE,
 3.3' BELOW GRAVEL
 SURFACE IN
 RANGE BOX.



POINT OF
 COMMENCEMENT
 SW COR. SEC. 10
 T.3S., R.67W., 6TH PM
 FOUND 3" BRASS CAP
 STAMPED "DWD PLS
 16398, 1987" IN
 RANGE BOX, 1.6'
 BELOW GRAVEL
 SURFACE

NOTE
 This exhibit does not represent a monumented
 survey. It is intended only to depict the attached
 description.



MERRICK PROJECT NO.	0301525302		
CLIENT PROJECT NO.	STU-M320-058		
REVISION DESCRIPTION			
DRAWN	MSD	DATE	03/31/10
		SCALE	1"=300'
 MERRICK Engineers & Architects 2450 South Peoria Street Aurora, Colorado 80014			

CITY AND COUNTY OF DENVER 56TH AVE. QUEBEC TO HAVANA		
TITLE: LAND ACQUISITION TK-9A (LA-9A)		
REVISION:	DRAWING NO.	SHEET NO.
		1 OF 1

EXHIBIT A
PROJECT CODE: 16749
PROJECT NUMBER: STU-M320-058
LAND ACQUISITION TK-10A (LA-10A REV.)
DATE: MARCH 31, 2010

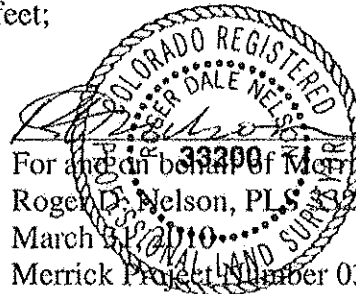
DESCRIPTION

Land Acquisition TK-10A (LA-10A Rev.) of the City and County of Denver, State of Colorado, Project Code 16749, Project Number STU-M320-058, containing 1.354 acres (58,971 sq. ft.), more or less, located in the Northwest Quarter of Section 15, Township 3 South, Range 67 West, of the Sixth Principal Meridian, City and County of Denver, State of Colorado, said land acquisition being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 15, a 3" brass cap in a range box 1.6 feet below the gravel surface stamped "DWD PLS 16398, 1987", whence the North Quarter corner of said Section 15, an illegible 2 ½ " aluminum cap in a range box 3.3' below the gravel surface bears N89°29'49"E, a distance of 2612.70 feet;

Thence S81°50'09"E a distance of 534.19 feet to the **POINT OF BEGINNING**;

1. Thence N89°29'49"E along a line 80.50 feet southerly of and parallel with the northerly line of said Northwest Quarter of Section 15 a distance of 116.45 feet;
2. Thence N00°30'11"W a distance of 5.00 feet;
3. Thence N89°29'49"E along a line 75.50 feet southerly of and parallel with the northerly line of said Northwest Quarter of Section 15 a distance of 251.54 feet;
4. Thence S00°30'11"E a distance of 25.00 feet;
5. Thence S10°49'42"W a distance of 154.56 feet;
6. Thence S89°29'49"W along a line 252.00 feet southerly of and parallel with the northerly line of said Northwest Quarter of Section 15 a distance of 257.21 feet;
7. Thence N46°34'50"W a distance of 111.65 feet;

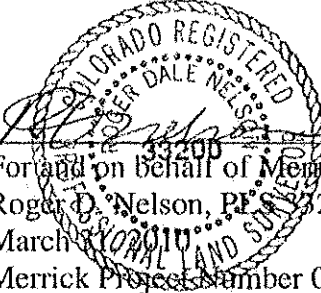


For and on behalf of Merrick & Company
Roger D. Nelson, PLS 33200
March 31, 2010
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916

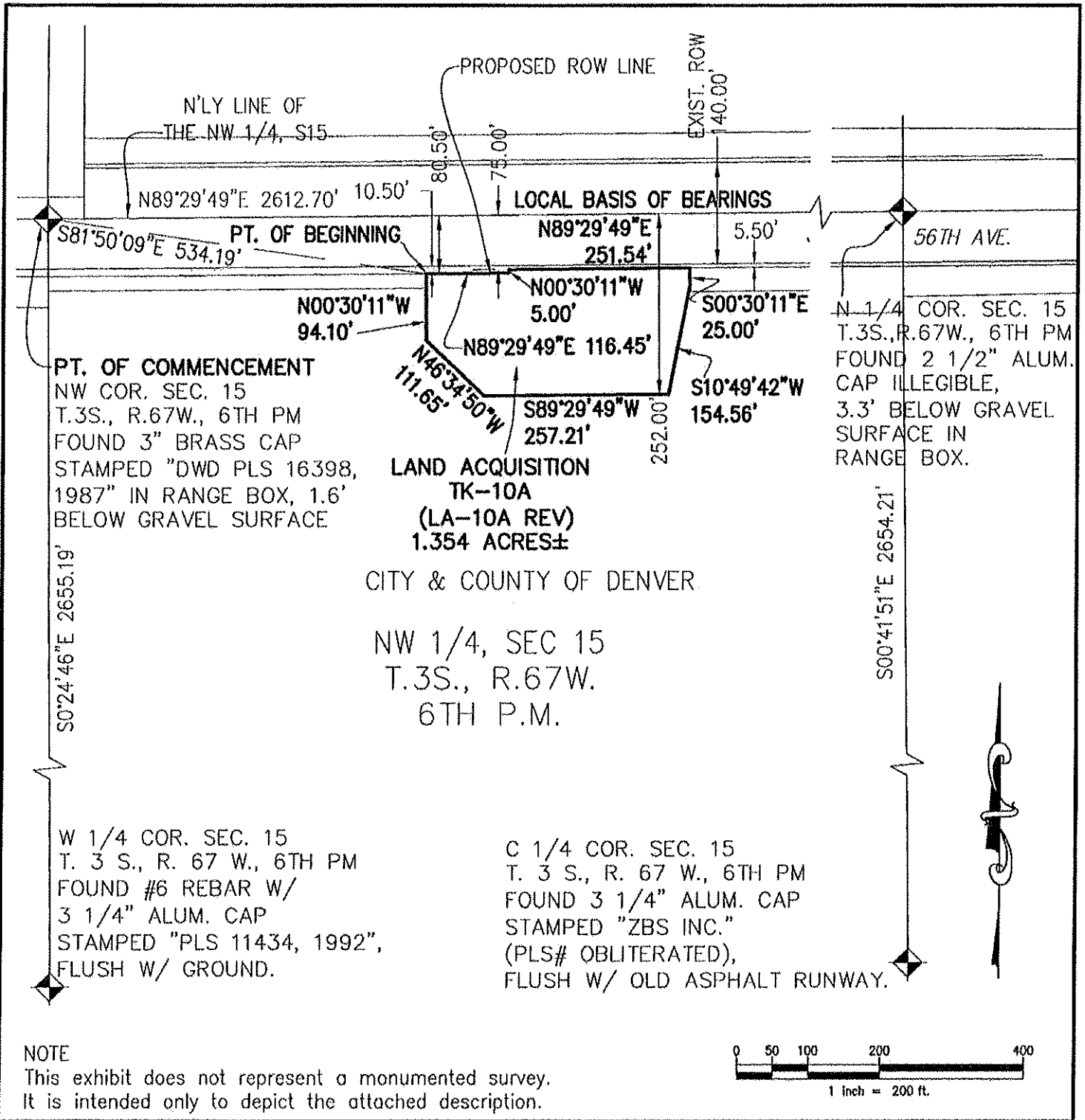
8. Thence N00°30'11"W a distance of 94.10 feet to the **POINT OF BEGINNING**.

The above described land acquisition contains 1.354 acres (58,971 sq. ft.), more or less.

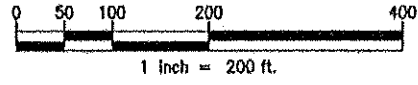
Project Basis of Bearings: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983(92), central zone and are based on a line bearing N89°29'46"E between the Northwest Corner of said Section 15, T.3S., R.67W., 6TH P.M., being a found 3" Brass Cap stamped "DWD PLS 16398, 1987" in range box, 1.6' below gravel surface and the Northeast Corner of said Section 15, being a found 3 1/4" Aluminum Cap stamped "ZBS INC., PLS 11434, 1991" in range box, 0.6' below asphalt surface.




For and on behalf of Merrick & Company
Roger D. Nelson, P.E. No. 33200
March 11, 2010
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916



NOTE
 This exhibit does not represent a monumented survey.
 It is intended only to depict the attached description.



MERRICK PROJECT NO.		0301525302	
CLIENT PROJECT NO.		STU-M320-058	
REVISION DESCRIPTION			
DRAWN	MSD	DATE 03/31/10	SCALE 1"=200'
 MERRICK <small>Engineers & Architects</small>			
2450 South Peoria Street Aurora, Colorado 80014			

CITY AND COUNTY OF DENVER 56TH AVE. QUEBEC TO HAVANA		
TITLE:		
LAND ACQUISITION TK-10A (LA-10A REV)		
REVISION:	DRAWING NO.	SHEET NO.
		1 OF 1

EXHIBIT A
PROJECT CODE: 16749
PROJECT NUMBER: STU-M320-058
LAND ACQUISITION TK-10B (LA-10B)
DATE: MARCH 31, 2010

DESCRIPTION

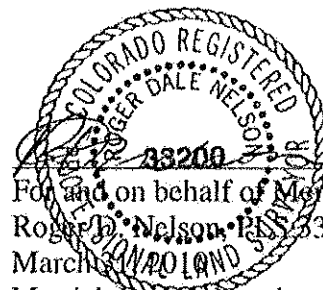
Land Acquisition TK-10B (LA-10B) of the City and County of Denver, State of Colorado, Project Code 16749, Project Number STU-M320-058, containing 0.243 acres (10,565 sq. ft.), more or less, located in the Northwest Quarter of Section 15, Township 3 South, Range 67 West, of the Sixth Principal Meridian, City and County of Denver, State of Colorado, said land acquisition being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 15, a 3" brass cap stamped "DWD PLS 16398, 1987" in a range box, 1.6' below the gravel surface, whence the North Quarter corner of said Section 15, an illegible 2 1/2" aluminum cap, 3.3' below the gravel surface in a range box bears N89°29'49"E, a distance of 2612.70 feet;

Thence S00°24'46"E along the westerly line of said Northwest Quarter of Section 15 a distance of 80.50 feet to the **POINT OF BEGINNING**;


1. Thence N89°29'49"E along a line 80.50 feet southerly of and parallel with the northerly line of said Northwest Quarter of Section 15 a distance of 528.22 feet;
2. Thence S00°30'11"E a distance of 20.00 feet;
3. Thence S89°29'49"W along a line 100.50 feet southerly of and parallel with said northerly line of the Northwest Quarter of Section 15 a distance of 528.25 feet to the westerly line of said Northwest Quarter of Section 15;
4. Thence N00°24'46"W along said westerly line of the Northwest Quarter of Section 15 a distance of 20.00 feet to the **POINT OF BEGINNING**.

The above described land acquisition contains 0.243Acres (10,565 sq. ft.), more or less.



For and on behalf of Merrick & Company
Roger D. Nelson, PLS 33200
Merrick
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916

Project Basis of Bearings: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983(92), central zone and are based on a line bearing N89°29'46"E between the Northwest Corner of said Section 15, T.3S., R.67W., 6TH P.M., being a found 3" Brass Cap stamped "DWD PLS 16398, 1987" in range box, 1.6' below gravel surface and the Northeast Corner of said Section 15, being a found 3 1/4" Aluminum Cap stamped "ZBS INC., PLS 11434, 1991" in range box, 0.6' below asphalt surface.



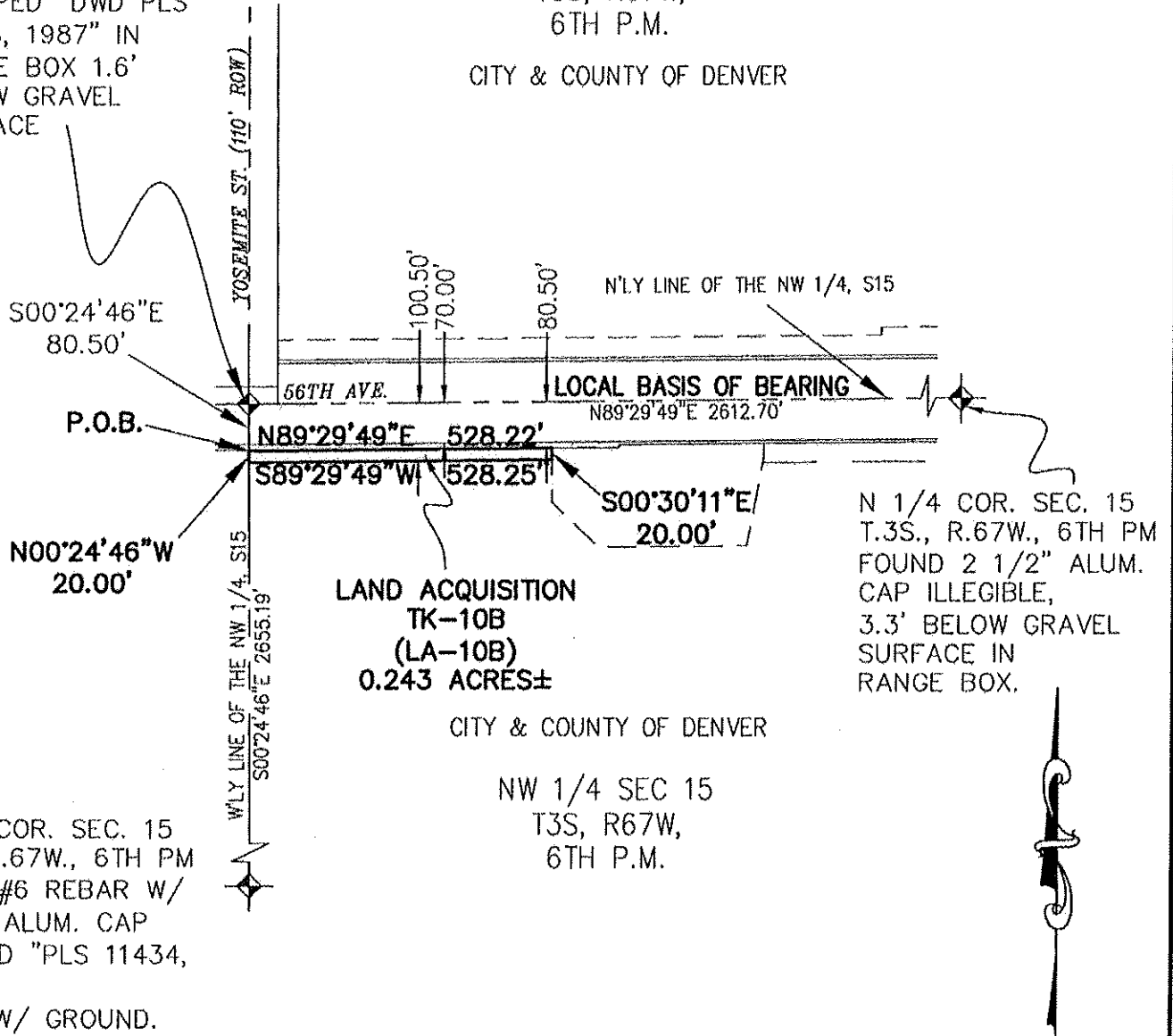
For and on behalf of Merrick & Company
Roger D. Nelson, PLS 33200
March 31, 2010
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916

POINT OF COMMENCEMENT

NW COR. SEC. 15
 T.3S., R.67W., 6TH PM
 FOUND 3" BRASS CAP
 STAMPED "DWD PLS
 16398, 1987" IN
 RANGE BOX 1.6'
 BELOW GRAVEL
 SURFACE

SW 1/4 SEC 10
 T3S, R67W,
 6TH P.M.

CITY & COUNTY OF DENVER



W 1/4 COR. SEC. 15
 T.3S., R.67W., 6TH PM
 FOUND #6 REBAR W/
 3 1/4" ALUM. CAP
 STAMPED "PLS 11434,
 1987",
 FLUSH W/ GROUND.

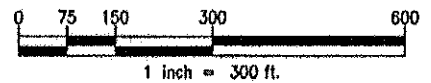
N 1/4 COR. SEC. 15
 T.3S., R.67W., 6TH PM
 FOUND 2 1/2" ALUM.
 CAP ILLEGIBLE,
 3.3' BELOW GRAVEL
 SURFACE IN
 RANGE BOX.


CITY & COUNTY OF DENVER

NW 1/4 SEC 15
 T3S, R67W,
 6TH P.M.

NOTE

This exhibit does not represent a monumented survey.
 It is intended only to depict the attached description.



MERRICK PROJECT NO.		0301525302	
CLIENT PROJECT NO.		STU-M320-043	
REVISION DESCRIPTION			
DRAWN	MSD	DATE	03/31/10
		SCALE	1"=300'
 MERRICK Engineers & Architects 2450 South Peoria Street Aurora, Colorado 80014			

CITY AND COUNTY OF DENVER 56TH AVE. QUEBEC TO HAVANA		
TITLE:		
LAND ACQUISITION TK-10B (LA-10B)		
REVISION:	DRAWING NO.	SHEET NO.
		1 OF 1

EXHIBIT A
PROJECT CODE: 16749
PROJECT NUMBER: STU-M320-058
LAND ACQUISITION TK-10C (LA-10C)
DATE: MARCH 31, 2010

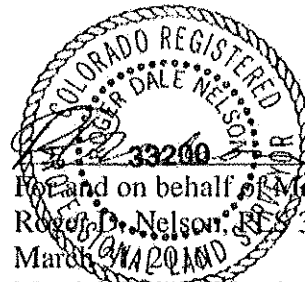
DESCRIPTION

Land Acquisition TK-10C (LA-10C) of the City and County of Denver, State of Colorado, Project Code 16749, Project Number STU-M320-058, containing 0.685 acres (29,846 sq. ft.), more or less, located in the Northwest Quarter of Section 15, Township 3 South, Range 67 West, of the Sixth Principal Meridian, City and County of Denver, State of Colorado, said land acquisition being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 15, a 3" brass cap stamped "DWD PLS 16398, 1987" in a range box, 1.6' below the gravel surface, whence the North Quarter corner of said Section 15, an illegible 2 1/2" aluminum cap, 3.3' below the gravel surface in a range box bears N89°29'49"E, a distance of 2612.70 feet;

Thence S85°41'13"E a distance of 899.26 feet to the **POINT OF BEGINNING**;

1. Thence N89°29'49"E along a line 75.50 feet southerly of and parallel with the northerly line of said Northwest Quarter of Section 15 a distance of 808.88 feet;
2. Thence S00°30'11"E a distance of 6.50 feet;
3. Thence N89°29'49"E along a line 82.00 feet southerly of and parallel with said northerly line of the Northwest Quarter of Section 15 a distance of 53.33 feet;
4. Thence S00°30'11"E a distance of 59.00 feet;
5. Thence S89°29'49"W along a line 141.00 feet southerly of and parallel with said northerly line of the Northwest Quarter of Section 15 a distance of 53.33 feet;
6. Thence N00°30'11"W a distance of 32.50 feet;

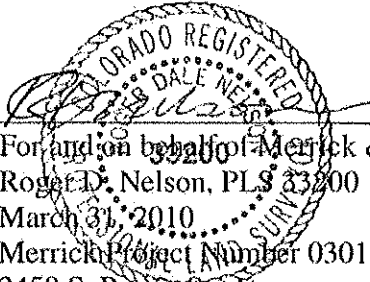


For and on behalf of Merrick & Company
Roger D. Nelson, P.S. 33200
March 31, 2010
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916

7. Thence S89°29'49"W along a line 100.50 feet southerly of and parallel with said northerly line of the Northwest Quarter of Section 15 a distance of 810.48 feet;
8. Thence N10°49'42"E a distance of 8.16 feet;
9. Thence N00°30'11"W a distance of 25.00 feet to the **POINT OF BEGINNING**.

The above described land acquisition contains 0.685 Acres (29,846 sq. ft.), more or less.

Project Basis of Bearings: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983(92), central zone and are based on a line bearing N89°29'46"E between the Northwest Corner of said Section 15, T.3S., R.67W., 6TH P.M., being a found 3" Brass Cap stamped "DWD PLS 16398, 1987" in range box, 1.6' below gravel surface and the Northeast Corner of said Section 15, being a found 3 1/4" Aluminum Cap stamped "ZBS INC., PLS 11434, 1991" in range box, 0.6' below asphalt surface.



For and on behalf of Merrick & Company
Roger D. Nelson, PLS 33200
March 31, 2010
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916

POINT OF COMMENCEMENT

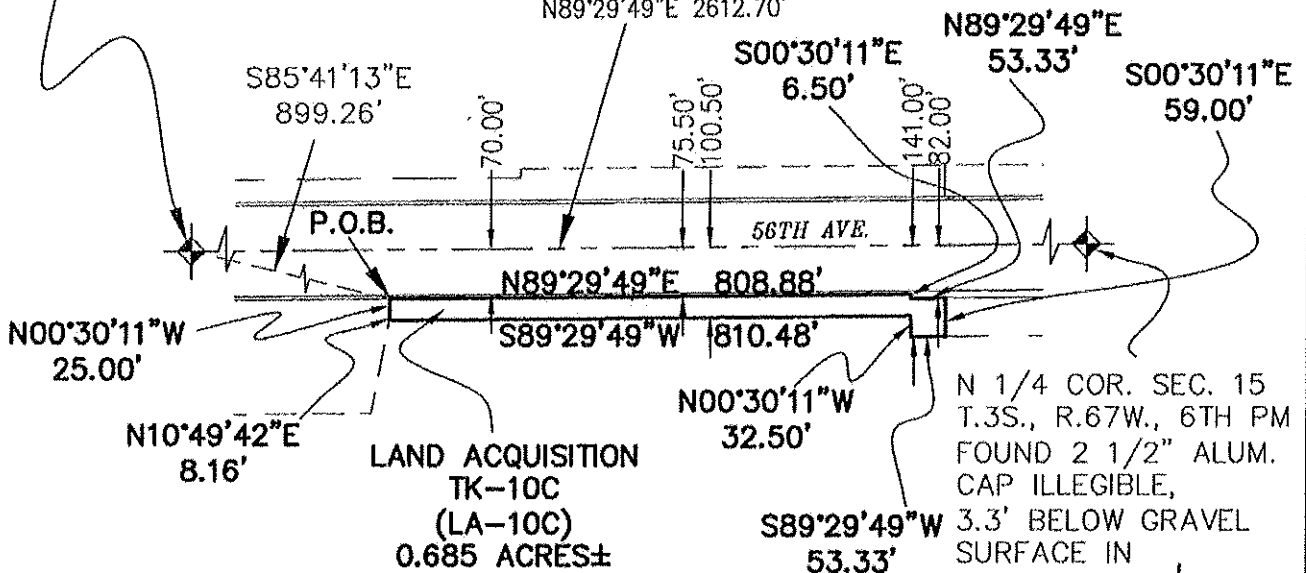
NW COR. SEC. 15
 T.3S., R.67W., 6TH PM
 FOUND 3" BRASS CAP
 STAMPED "DWD PLS
 16398, 1987" IN
 RANGE BOX 1.6'
 BELOW GRAVEL
 SURFACE

SW 1/4 SEC 10
 T3S, R67W,
 6TH P.M.

CITY & COUNTY OF DENVER

LOCAL BASIS OF BEARING

N'LY LINE OF THE NW 1/4, S15
 N89°29'49"E 2612.70'



N 1/4 COR. SEC. 15
 T.3S., R.67W., 6TH PM
 FOUND 2 1/2" ALUM.
 CAP ILLEGIBLE,
 3.3' BELOW GRAVEL
 SURFACE IN
 RANGE BOX.

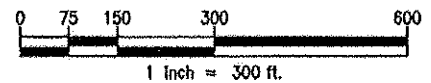
CITY & COUNTY OF DENVER

NW 1/4 SEC 15
 T3S, R67W,
 6TH P.M.



NOTE

This exhibit does not represent a monumented survey.
 It is intended only to depict the attached description.



MERRICK PROJECT NO.		0301525302	
CLIENT PROJECT NO.		STU-M320-058	
REVISION DESCRIPTION			
DRAWN	MSD	DATE	03/31/10
SCALE		1"=300'	
MERRICK Engineers & Architects 2450 South Peoria Street Aurora, Colorado 80014			

CITY AND COUNTY OF DENVER 56TH AVE. QUEBEC TO HAVANA		
TITLE:		
LAND ACQUISITION TK-10C (LA-10C)		
REVISION:	DRAWING NO.	SHEET NO.
		1 OF 1

EXHIBIT A
PROJECT CODE: 16749
PROJECT NUMBER: STU-M320-058
LAND ACQUISITION TK-13C (LA-13 REV. 3)
DATE: MARCH 31, 2010

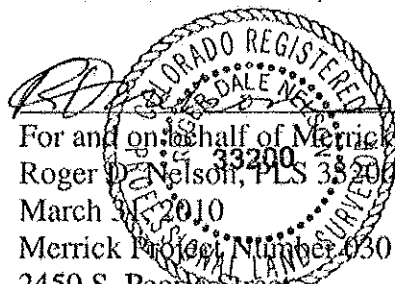
DESCRIPTION

Land Acquisition TK-13C (LA-13 Rev. 3) of the City and County of Denver, State of Colorado, Project Code 16749, Project Number STU-M320-058, containing 0.975 acres (42,469 sq. ft.), more or less, located in the Southeast Quarter of Section 10, Township 3 South, Range 67 West, of the Sixth Principal Meridian, City and County of Denver, State of Colorado, said land acquisition being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 10, being monumented with an illegible 2 ½" aluminum cap in a range box 3.3' below the gravel surface, whence the Southeast corner of said Section 10, being monumented with a 3 ¼" aluminum cap in a range box 0.6 feet below the asphalt surface stamped "ZBS Inc., PLS 11434, 1991" bears N89°29'43"E, a distance of 2612.80 feet;

Thence continuing N0°23'55"W along the westerly line of said Southeast Quarter of Section 10 a distance of 75.50 feet to the **POINT OF BEGINNING**;

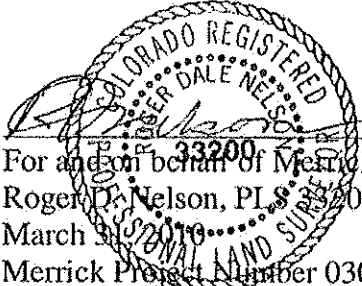
1. Thence N0°23'55"W along said westerly line of the Southeast Quarter of Section 10 a distance of 25.00 feet;
2. Thence N89°29'43"E along a line 100.50 feet northerly of and parallel with the southerly line of said Southeast Quarter of Section 10 a distance of 518.24 feet;
3. Thence S00°30'17"E a distance of 25.00 feet;
4. Thence N89°29'43"E along a line 75.50 feet northerly of and parallel with said southerly line of the Southeast Quarter of Section 10 a distance of 263.00 feet;
5. Thence N00°30'17"W a distance of 25.00 feet;
6. Thence N89°29'43"E along a line 100.50 feet northerly of and parallel with said southerly line of the Southeast Quarter of Section 10 a distance of 334.24 feet;


For and on behalf of Merrick & Company
Roger D. Nelson, PLS 33200
March 31, 2010
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916

7. Thence N88°51'43"E a distance of 846.16 feet to the westerly line of a 100.00 foot Railroad Easement recorded in Book 1561 at Page 134 on November 25, 1969 in the office of the Adams County Clerk and Recorder;
8. Thence S01°00'08"E along said westerly line a distance of 9.86 feet to the northwesterly corner of a Partial Assignment of Easements recorded at Reception Number 2007195495, in the office of the City and County of Denver Clerk and Recorder;
9. Thence continuing S01°00'08"E along the westerly line of said Partial Assignment of Easements a distance of 15.14 feet;
10. Thence S88°51'43"W a distance of 846.24 feet;
11. Thence S89°29'43"W along a line 75.50 feet northerly of and parallel with said southerly line of the Southeast Quarter of Section 10 a distance of 1115.67 feet to the **POINT OF BEGINNING.**

The above described land acquisition contains 0.975 acres (42,469 sq. ft.), more or less.

Project Basis of Bearings: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983(92), central zone and are based on a line bearing N89°29'46"E between the Northwest Corner of said Section 15, T.3S., R.67W., 6TH P.M., being a found 3" Brass Cap stamped "DWD PLS 16398, 1987" in range box, 1.6' below gravel surface and the Northeast Corner of said Section 15, being a found 3 1/4" Aluminum Cap stamped "ZBS INC., PLS 11434, 1991" in range box, 0.6' below asphalt surface.

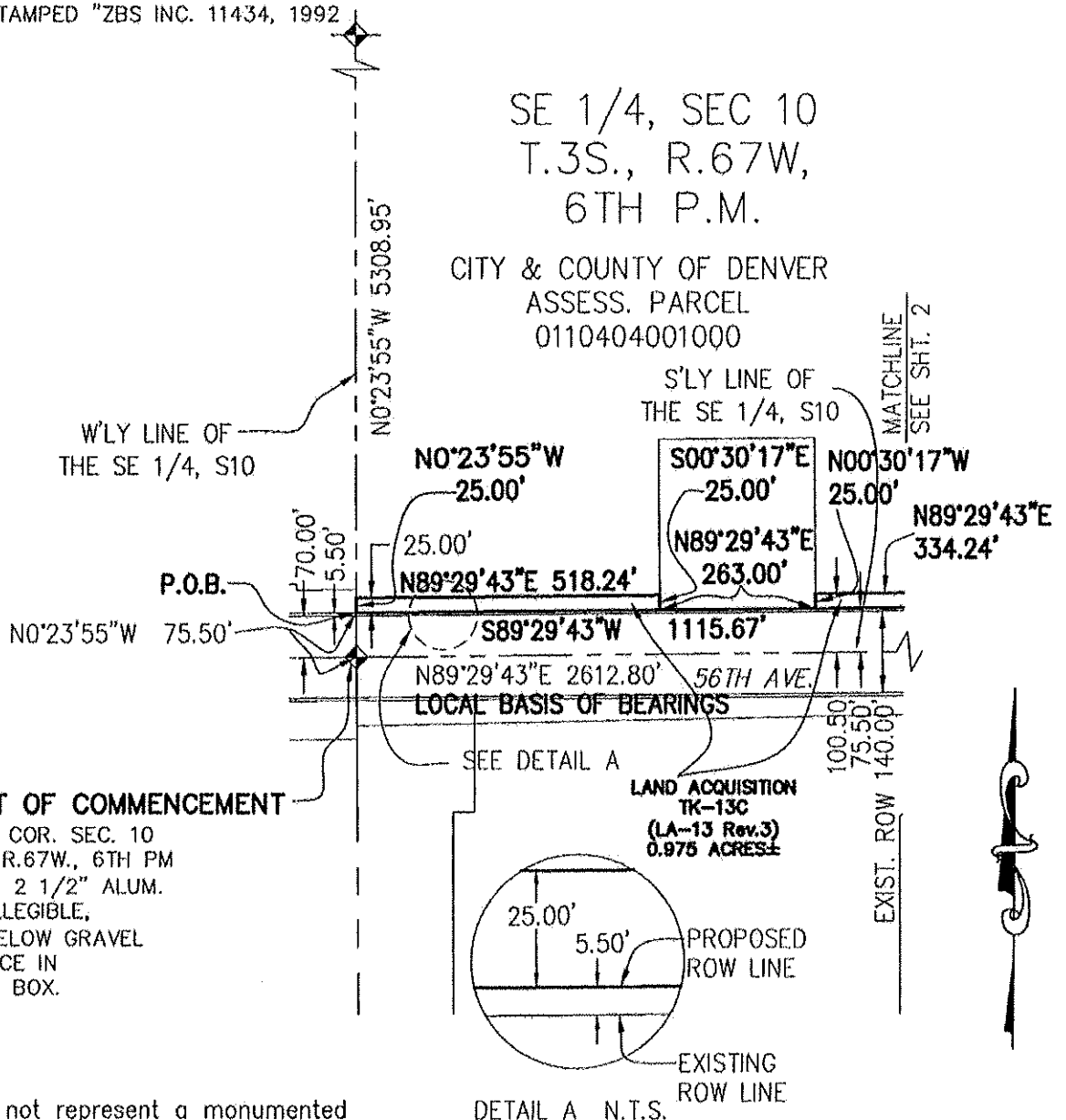


For and on behalf of Merrick & Company
Roger D. Nelson, PLS 33200
March 31, 2019
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916

N 1/4 COR. SEC. 10
 T.3S., R.67W., 6TH PM
 FOUND 2 1/2" ALUM. PIPE
 W/3 1/4" ALUM. CAP
 STAMPED "ZBS INC. 11434, 1992"

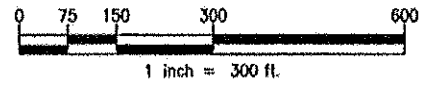
SE 1/4, SEC 10
 T.3S., R.67W,
 6TH P.M.


CITY & COUNTY OF DENVER
 ASSESS. PARCEL
 0110404001000



POINT OF COMMENCEMENT
 S 1/4 COR. SEC. 10
 T.3S., R.67W., 6TH PM
 FOUND 2 1/2" ALUM.
 CAP ILLEGIBLE,
 3.3' BELOW GRAVEL
 SURFACE IN
 RANGE BOX.

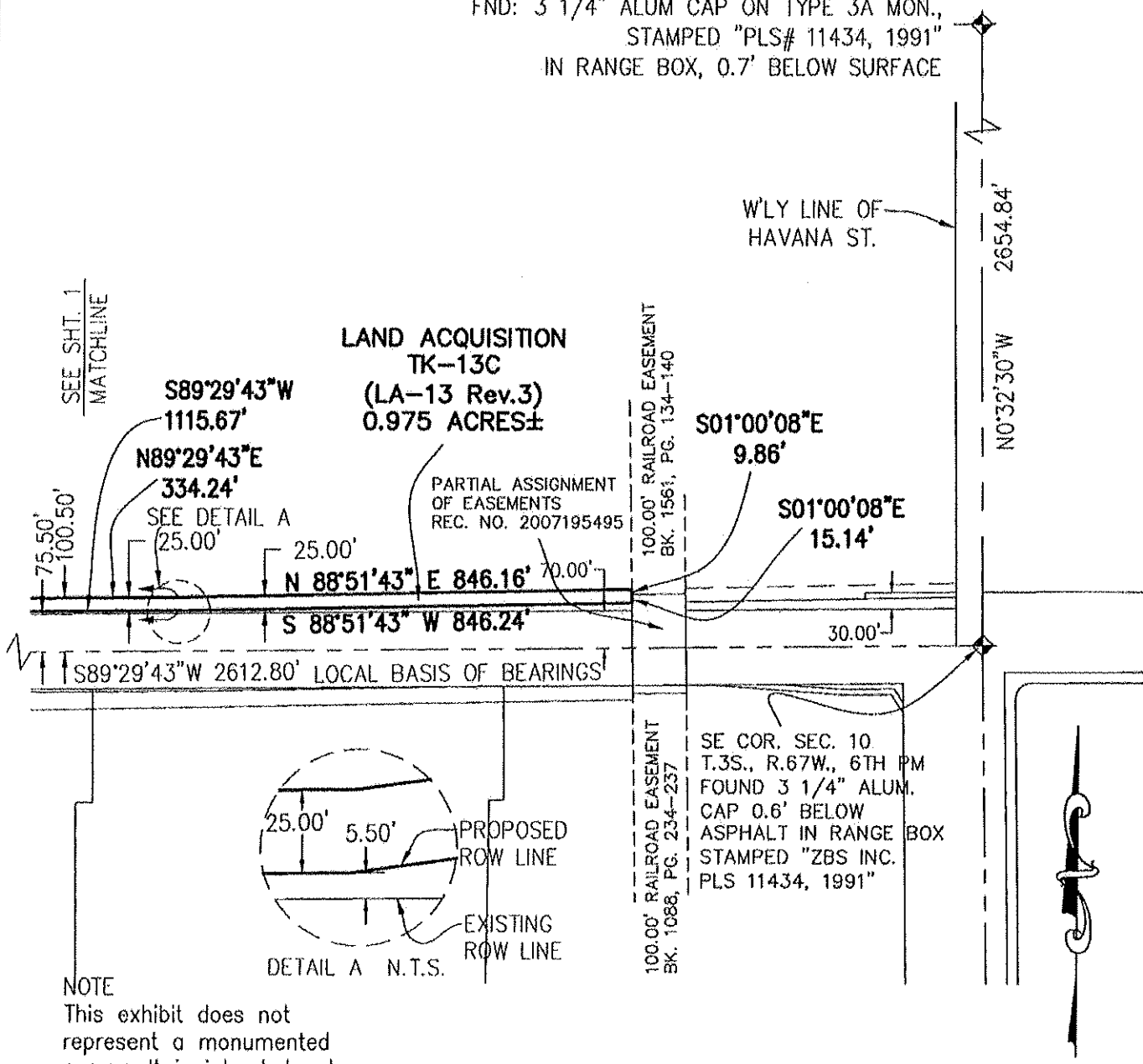
NOTE
 This exhibit does not represent a monumented survey. It is intended only to depict the attached description.



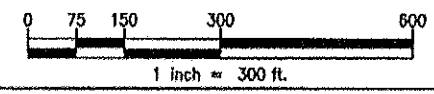
MERRICK PROJECT NO.		0301525302	
CLIENT PROJECT NO.		STU-44320-058	
REVISION DESCRIPTION			
DRAWN	MSD	DATE 03/31/10	SCALE 1"=300'
 MERRICK Engineers & Architects 2450 South Peoria Street Aurora, Colorado 80014			


CITY AND COUNTY OF DENVER 56TH AVE. QUEBEC TO HAVANA		
TITLE: LAND ACQUISITION TK-13C (LA-13 Rev.3)		
REVISION:	DRAWING NO.	SHEET NO. 1 OF 2

E 1/4 COR SEC 10, T3S, R67W, 6th P.M.
 FND: 3 1/4" ALUM CAP ON TYPE 3A MON.,
 STAMPED "PLS# 11434, 1991"
 IN RANGE BOX, 0.7' BELOW SURFACE



NOTE
 This exhibit does not represent a monumented survey. It is intended only to depict the attached description.



MERRICK PROJECT NO.	0301525302
CLIENT PROJECT NO.	SIU-M320-058
REVISION DESCRIPTION	
DRAWN	MSD
DATE	03/31/10
SCALE	1"=300'
 MERRICK Engineers & Architects 2450 South Peoria Street Aurora, Colorado 80014	

CITY AND COUNTY OF DENVER 56TH AVE. QUEBEC TO HAVANA		
TITLE: LAND ACQUISITION TK-13C (LA-13 Rev.3)		
REVISION:	DRAWING NO.	SHEET NO.
		2 OF 2

EXHIBIT A
PROJECT CODE: 16749
PROJECT NUMBER: STU-M320-058
LAND ACQUISITION TK-13D (LA-13A REV.)
DATE: MARCH 31, 2010

DESCRIPTION

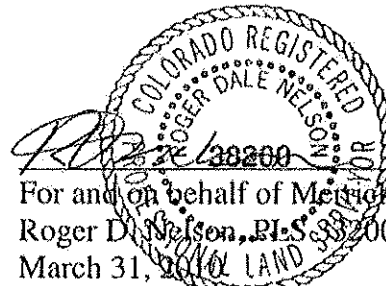
Land Acquisition TK-13D (LA-13A Rev.) of the City and County of Denver, State of Colorado, Project Code 16749, Project Number STU-M320-058, containing 1.742 acres (75,875 sq. ft.), more or less, located in the Southeast Quarter of Section 10, Township 3 South, Range 67 West, of the Sixth Principal Meridian, City and County of Denver, State of Colorado, said land acquisition being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 10, an illegible 2 ½" aluminum cap in a range box 3.3 feet below the gravel surface, whence the Southeast corner of said Section 10, a 3 ¼" aluminum cap in a range box 0.6 feet below the gravel surface stamped "ZBS Inc., PLS 11434, 1991", bears N89°29'43"E a distance of 2612.80 feet;

Thence N81°12'34"E a distance of 523.90 feet to the **POINT OF BEGINNING**;

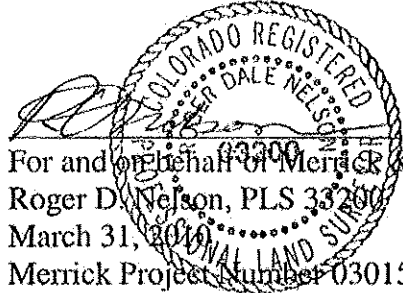
1. Thence N00°30'17"W a distance of 288.50 feet;
2. Thence N89°29'43"E along a line 364.00 feet northerly of and parallel with the southerly line of said Southeast Quarter of Section 10 a distance of 263.00 feet;
3. Thence S00°30'17"E a distance of 288.50 feet;
4. Thence S89°29'43"W along a line 75.50 feet northerly of and parallel with said southerly line of the Southeast Quarter of Section 10 a distance of 263.00 feet to the **POINT OF BEGINNING**.

The above described land acquisition contains 1.742 acres (75,875 sq. ft.), more or less.



For and on behalf of Merrick & Company
Roger D. Nelson, P.S. 38200
March 31, 2010
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916

Project Basis of Bearings: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983(92), central zone and are based on a line bearing N89°29'46"E between the Northwest Corner of said Section 15, T.3S., R.67W., 6TH P.M., being a found 3" Brass Cap stamped "DWD PLS 16398, 1987" in range box, 1.6' below gravel surface and the Northeast Corner of said Section 15, being a found 3 1/4" Aluminum Cap stamped "ZBS INC., PLS 11434, 1991" in range box, 0.6' below asphalt surface.



For and on behalf of Merrick & Company
Roger D. Nelson, PLS 33200
March 31, 2016
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916

SE 1/4, SEC 10
T.3S., R.67W.,
6TH P.M.

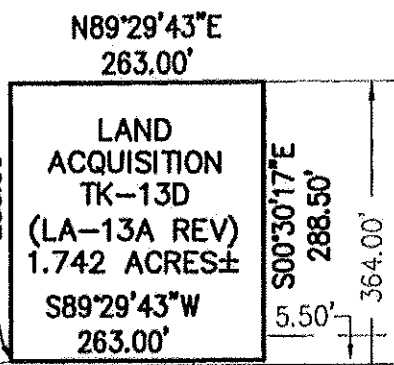
CITY & COUNTY OF DENVER
ASSESS. PARCEL 0110404001000

PT. OF COMMENCEMENT

S 1/4 COR. SEC. 10
T.3S., R.67W., 6TH PM
FOUND 2 1/2" ALUM.
CAP ILLEGIBLE,
3.3' BELOW GRAVEL
SURFACE IN
RANGE BOX.

E 1/4 COR SEC 10, T3S, R67W.
FND: 3 1/4" ALUM CAP ON T
STAMPED "PLS# 11434, 1991"
IN RANGE BOX, 0.7' BELOW SL

SE COR. SEC. 10
T.3S., R.67W., 6TH PM
FOUND 3 1/4" ALUM. CAP
0.6' BELOW ASPHALT
IN RANGE BOX,
STAMPED "ZBS INC.
PLS 11434, 1991"



PROPOSED ROW LINE
PT. OF BEGINNING

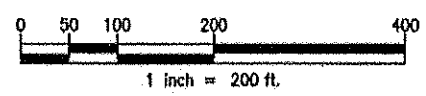
N81°12'34"E 523.90'
N89°29'43"E 2612.80'
LOCAL BASIS OF BEARINGS
56TH AVE. 75.50'


S'LY LINE OF
THE SE 1/4, S10

EXIST. ROW
140.00'

HAVANA ST.

NOTE
This exhibit does not represent a
monumented survey. It is intended only to
depict the attached description.



MERRICK PROJECT NO.		0301525302	
CLIENT PROJECT NO.		STU-M320-058	
REVISION DESCRIPTION			
DRAWN	MSD	DATE	03/31/10
		SCALE	1"=200'
 MERRICK Engineers & Architects 2450 South Peoria Street Aurora, Colorado 80014			

CITY AND COUNTY OF DENVER 56TH AVE. QUEBEC TO HAVANA		
TITLE: LAND ACQUISITION TK-13D (LA-13A REV)		
REVISION:	DRAWING NO.	SHEET NO.
		1 OF 1

EXHIBIT A
PROJECT CODE: 16749
PROJECT NUMBER: STU-M320-058
LAND ACQUISITION TK-13B (LA-13B REV.)
DATE: APRIL 9, 2010

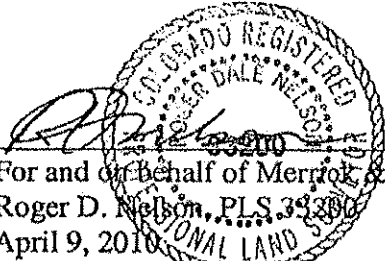
DESCRIPTION

Land acquisition TK-13B (LA-13B Rev.) of the City and County of Denver, State of Colorado, Project Code 16749, Project Number STU-M320-058, containing 0.251 acres (10,921 sq. ft.), more or less, located in the Southeast Quarter of Section 10, Township 3 South, Range 67 West, of the Sixth Principal Meridian, City and County of Denver, State of Colorado, said land acquisition being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 10, being monumented with a 3/4" aluminum cap in a range box 0.6 feet below the asphalt surface stamped "ZBS Inc., PLS 11434, 1991" whence the South Quarter corner of said Section 10, being monumented with an illegible 2 1/2" aluminum cap in a range box 3.3' below the gravel surface, bears S89°29'43"W, a distance of 2612.80 feet;

Thence N27°05'54"W a distance of 111.84 feet to the westerly Right-of-Way line of Havana St. as described in Adams County Road Petition Number 507 having a date of February 6, 1907, and being the **POINT OF BEGINNING**;

1. Thence S89°29'43"W along a line being 100.00 feet northerly of and parallel with the southerly line of said Southeast Quarter of Section 10 a distance of 169.61 feet;
2. Thence S00°30'19"E a distance of 10.38 feet;
3. Thence S88°51'43"W a distance of 331.16 feet to the easterly line of a Partial Assignment of Easements recorded at Reception Number 2007195495, in the office of the City and County of Denver Clerk and Recorder;
4. Thence N01°00'08"W along said easterly line a distance of 14.03 feet to the northeasterly corner of said Partial Assignment of Easements;

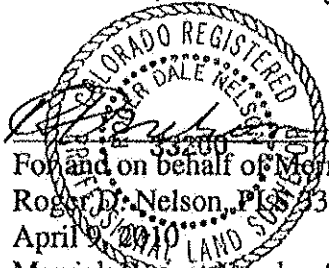


For and on behalf of Merrick & Company
Roger D. Nelson, PLS 33380
April 9, 2010
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916

5. Thence continuing N01°00'08"W along the easterly line of a 100.00 foot Railroad Easement recorded in book 1561 at Page 134 on November 25, 1969 in the office of the Adams County Clerk and Recorder, a distance of 10.97 feet;
6. Thence N88°51'43"E a distance of 500.99 feet to a point on said westerly Right-of-Way line of Havana St.
7. Thence S00°32'30"E along said westerly Right-of-Way line of Havana St. a distance of 16.50 feet to the **POINT OF BEGINNING.**

The above described parcel contains 0.251 acres (10,921 sq. ft.), more or less.

Project Basis of Bearings: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983(92), central zone and are based on a line bearing N89°29'46"E between the Northwest Corner of said Section 15, T.3S., R.67W., 6TH P.M., being a found 3" Brass Cap stamped "DWD PLS 16398, 1987" in range box, 1.6' below gravel surface and the Northeast Corner of said Section 15, being a found 3 ¼" Aluminum Cap stamped "ZBS INC., PLS 11434, 1991" in range box, 0.6' below asphalt surface.



For and on behalf of Merrick & Company
Roger D. Nelson, PLS 33200
April 9, 2010
Merrick Project Number 0301525302
2450 S. Peoria Street
Aurora, CO 80014
(303) 353-3916

E 1/4 COR SEC 10, T3S, R67W, 6th P.M.
 FND: 3 1/4" ALUM CAP ON TYPE 3A MON.,
 STAMPED "PLS# 11434, 1991"
 IN RANGE BOX, 0.7' BELOW SURFACE

SE 1/4, SEC 10
 T.3S., R.67W.,
 6TH P.M.

CITY & COUNTY OF DENVER
 ASSESS. PARCEL
 0110404001000

LAND ACQUISITION
 TK-13B
 (LA-13B REV)
 0.251 ACRES±

N01°00'08"W
 10.97'
 N01°00'08"W
 14.03'
 PARTIAL ASSIGNMENT
 OF EASEMENTS
 REC. NO. 2007195495

100.00' RAILROAD EASEMENT
 BK. 1561, PG. 134-140

N88°51'43"E
 500.99'

S00°30'19"E
 10.38'

S00°32'30"E
 16.50'

P.O.B.

PARTIAL ASSIGNMENT
 OF EASEMENTS
 REC. NO. 2007195495

S89°29'43"W 2612.80'
 LOCAL BASIS OF BEARINGS

56TH AVE.

N27°05'54"W 111.84'

S'LY LINE OF
 THE SE 1/4, S10

S88°51'43"W
 331.16'

S89°29'43"W
 169.61'

POINT OF COMMENCEMENT
 SE COR. SEC. 10
 T.3S., R.67W., 6TH PM
 FOUND 3 1/4" ALUM. CAP
 0.6' BELOW ASPHALT
 IN RANGE BOX,
 STAMPED "ZBS INC.
 PLS 11434, 1991"

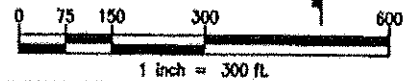
S 1/4 COR. SEC. 10
 T.3S., R.67W., 6TH PM
 FOUND 2 1/2" ALUM.
 CAP ILLEGIBLE,
 3.3' BELOW GRAVEL
 SURFACE IN
 RANGE BOX.


100.00' RAILROAD EASEMENT
 BK. 1088, PG. 234-237

HAVANA ST. (120' ROW)

NOTE

This exhibit does not represent a monumented survey. It is intended only to depict the attached description.



MERRICK PROJECT NO.	0301525302		
CLIENT PROJECT NO.	STU-M320-058		
REVISION DESCRIPTION			
DRAWN	MSD	DATE	04/09/10
	SCALE	1"=300'	
 MERRICK Engineers & Architects 2450 South Peoria Street, Aurora, Colorado 80014			

CITY AND COUNTY OF DENVER 56TH AVE. QUEBEC TO HAVANA		
TITLE: LAND ACQUISITION TK-13B (LA-13B REV)		
REVISION:	DRAWING NO.	SHEET NO.
		1 OF 1

Exhibit B

Permitted Exceptions

Deed Restrictions and Covenants that may be included in Permitted Exceptions

Background

Deeds from DIA to SDC (1 for Trunk Open Space; 1 for Non-Trunk Open Space):

Non Trunk Open Space Deed

1. Reservation of Mineral Rights
2. Reservation of Underground Water Rights
3. No Aircraft Operations Covenant
4. Water Well Covenant
5. Access Rights to Recycled Materials

Trunk Open Space Deed

1. Reservation of Mineral Rights
2. Reservation of Underground Water Rights
3. No Aircraft Operations Covenant
4. Water Well Covenant
5. Use Restrictions
6. Access Rights to Recycled Materials

Deeds from SDC to City (1 for Trunk Open Space; 1 for Non-Trunk Open Space)

Non Trunk Open Space Deed

1. Limited Supplemental Declaration Subjecting Property to Only the Community Fee of the Community Declaration and Contingent Supplemental Declaration in the Event of a Transfer of the Property
2. Architectural Declaration
3. Inclusion of Property in Westerly Creek Metropolitan District
4. Access Rights to Recycled Materials

Trunk Open Space Deed

1. Covenant to build trunk open space pursuant to Stapleton Development Plan as set forth in Section 9 of IFDA 32 (subject to appropriation)
2. Limited Supplemental Declaration Subjecting Property to Only the Community Fee of the Community Declaration and Contingent Supplemental Declaration in the Event of a Transfer of the Property
3. Architectural Declaration

4. Inclusion of Property in Westerly Creek Metropolitan District
5. Use Restrictions
6. Access Rights to Recycled Materials

Restrictions and Covenants to be included as Permitted Exceptions in Deed from City to Forest City:

1. Reservation of Mineral Rights
2. Reservation of Underground Water Right
3. No Aircraft Operations Covenant
4. Water Well Covenant
5. Limited Supplemental Declaration Subjecting Property to Only the Community Fee of the Community Declaration and Contingent Supplemental Declaration in the Event of a Transfer of the Property
6. Architectural Declaration
7. Inclusion of Property in Westerly Creek Metropolitan District
8. Reserved Slope and Drainage Easement per Option Agreement

Exhibit C

Form of Revocable Street Occupancy Permit

→ Use as basis for FC inspection access

CITY AND COUNTY OF DENVER



DEPARTMENT OF PUBLIC WORKS

Transportation Engineering Division
Public Works Permit Operations
2000 West 3 rd Ave
DENVER, COLORADO 80223
Phone: (303) 446-3759
<http://www.denvergov.org/PWPermits>

Revocable Street Occupancy Permit

Permit #
2010-R02209

Address: 4395 N Davenport Way Permit: Fiber Optics Start: 03/26/2010 End: 04/02/2010
Contractor: ADVANCED UNDERGROUND INC License No: 235603 Phone: (303) 659-0046
CBD or CGN?: No Arterial?: No Police Required? 0 Flagman Required 0

Location	Location Description	Occupancy	Restrictions	RW Closure Type	Length
4395 N Davenport Way	Albrook: Cornish Way-Davenport Way	03/26/2010 to 03/27/2010	8:30am to 3:30pm No Weekends	Close Parking Lane	100
4395 N Davenport Way	Albrook: Cornish Way-Davenport Way	03/26/2010 to 03/27/2010		Close Sidewalk	250
4395 N Davenport Way	Albrook: Cornish Way-Davenport Way	03/29/2010 to 04/02/2010	8:30am to 3:30pm No Weekends	Close Parking Lane	100
4395 N Davenport Way	Albrook: Cornish - Davenport	03/26/2010 to 04/02/2010	8:30am to 3:30pm	Close Sidewalk	250

Conditions:

- Barricades per MUTCD
- New fiber optic line.

Approving Engineer:

ISSUED BY:

DATE:
03/26/2010

Responsible Party: HOUSTON VALORIE L Contractor Signature: _____
Number: (303) 659-0046 Date: _____

Fee Type	Amount	FUND ORG NO	Pay Date	Trans.#	Void	Total Amount	\$1,262.70
APRT	\$802.60	01010-5032300-376830				Amount	\$0.00
APRX	\$460.20	01010-5032300-414700				Previously	
						Amount Due=	\$1,262.70

A copy of this permit shall be placed on the driver's side dashboard of all vehicle/s which will occupy any portion of the length of the right-of-way authorized to be occupied by this permit.

This permit authorizes vehicles or equipment to occupy a street and/or alley for the purpose of providing service in said street or alley, or for the purpose of providing service of construction access to abutting property. This permit does not authorize an excavation within street or alley Right-Of-Way. The General Contractor on construction sites shall safeguard and protect all improvements, utilities, and traffic control equipment on the adjoining streets and alleys, and shall be responsible for repairing any items that are damaged by construction activities.

This Permit and Traffic Control Plan must be on site at all times.

Authority: Section 64-852 of the Denver Revised Municipal Code

Disputes regarding this Permit shall be resolved by administrative hearing pursuant to Denver R.M.C., Section 60-106. Failure to comply may result in the imposition of civil penalties up to \$10,000 per day pursuant to the Denver R.M.C., Section 60-107.

In the event any claim is made against the City & County of Denver, or any department, officer, or employee thereof, through, by reason of or in connection with any act or omission of permittees in relation to this Permit, permittees agree to defend, indemnify, and hold the City & County of Denver and any department, officer, or employee, or each of them harmless from any claim.

Barricades, cones, signs are required in accordance with the "Manual on Uniform Traffic Control Devices" as revised by the Colorado supplement.

Contact Public Works at 303-446-3759 for construction activities, and CPD Neighborhood Inspection Services at 720-865-3200 for necessary permits.

This permit must be available at the job site at all times.

Contractor is responsible for resolving all local access issues.

Temporary storage of Traffic Control Devices in areas that are maintained by the Department of Parks & Recreation shall have prior written approval of the Department of Parks & Recreation before beginning any placement or work. Contractor must notify the Department of Parks & Recreation at 303-688-4002 to obtain all necessary permits & authorizations.

THIS IS A REVOCABLE PERMIT AND CAN BE REVOKED WITHOUT CAUSE

Exhibit D

Form of Quitclaim Deed

**QUITCLAIM DEED
(Stapleton at 56th)**

THE CITY AND COUNTY OF DENVER, a Colorado municipal corporation and home rule city ("Grantor"), whose address is 1437 Bannock Street, Denver, Colorado, 80202, for the consideration of _____ (\$____), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells and quitclaims to Forest City Enterprises, Inc., an Ohio corporation ("Grantee"), whose address is _____, the following real property in the City and County of Denver, State of Colorado, to-wit ("Property"):

**SEE EXHIBIT 1 ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE**

Reserving unto the Grantor the Reserved Permanent Easement set forth in Exhibit 2, attached hereto and incorporated herein by reference.

SIGNED this _____ day of _____, 20____.

ATTEST:

**CITY AND COUNTY OF
DENVER**

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

By: _____
Mayor

APPROVED AS TO FORM:

Denver City Attorney

By: _____
Assistant City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___ by _____, Mayor of the City and County of Denver.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 1

Property Legal Description

EXHIBIT 2

RESERVED PERMANENT EASEMENT (56th – Slope and Drainage Facilities)

The City and County of Denver, a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“City”) hereby reserves unto itself an exclusive and perpetual right to enter upon the Property described in Exhibit 1 to the Quitclaim Deed from the City to Forest City Enterprises, Inc., (“Forest City”) to locate, construct, inspect, operate, maintain, repair, remove, replace, relocate and reconstruct:

1. Drainage Facilities - drainage facilities for stormwater and sewage and other uses, including related underground and surface facilities and appurtenances thereto (“Drainage Facilities”); and
2. Slope - a slope for lateral and subadjacent support to the extent necessary for the full, complete and unmolested use and enjoyment of 56th Avenue right-of-way improvements and related Drainage Facilities (“Slope”).

into, within, over, upon, across, through and under the Property described in Exhibit 1 to the Quitclaim Deed.

To have and hold such Reserved Permanent Easement unto itself and unto its successors and assigns forever.

A. No building, structure, wall, fence, tree, irrigation system, utility installation or other above or below ground obstruction that may interfere with the purposes of this Reserved Permanent Easement may be placed, erected, installed or permitted upon the Property. The City shall also have the right to trim or remove trees, bushes, undergrowth and other obstructions on or adjacent to the Property interfering with or presenting a hazard to the location, construction, inspection, operation, maintenance, repair, removal, replacement, relocation and reconstruction of the Slope or Drainage Facilities.

B. Forest City shall not in the reasonable opinion of the City’s Manager of Public Works materially change either the grade or degree of the Slope or the Drainage Facilities or otherwise materially modify or alter the Property from the condition that it exists on the date of the Quitclaim Deed. In connection with any future development of the adjacent property, Forest City, at its election, may substitute a wall or other improvements for the Slope, in whole or in part, for purposes of providing the subadjacent and lateral support that the Slope in its present configuration now provides and/or may substitute the Drainage Facilities for other facilities providing adequate drainage for 56th Avenue. If Forest City ever proposes such a substitution, Forest City shall furnish the City’s Manager of Public Works with construction plans therefor, which plans shall be subject to the City’s Manager of Public Works approval, which approval shall not be unreasonably withheld or delayed. In the event any such substituted improvements are constructed, this Reserved Permanent Easement shall be deemed automatically modified to cover only such substituted improvements that are providing subjacent and lateral support or drainage, as applicable, and shall no longer apply to the Slope or Drainage Facilities or portion

thereof that were replaced by the substituted improvements. Forest City and the City shall execute and Forest City shall record in the Denver County real property records evidence of such modification or termination of the Reserved Permanent Easement in a form satisfactory to the parties. The cost of construction and maintenance of any such substituted improvement shall be borne by Forest City. Forest City may use the Property in any lawful manner that will not interfere with and is consistent with the Reserved Permanent Easement reserved herein.

C. The City also reserves the right of ingress to and egress over and across the Property by such route or routes as shall occasion the least practical damage and inconvenience to the Forest City, for the purpose of locating, constructing, inspecting, operating, maintaining, repairing, removing, replacing, relocating and reconstructing the Slope and Drainage Facilities.

D. In the event the terms of this Reserved Permanent Easement are violated, such violation shall immediately be corrected by Forest City upon receipt of written notice from the City's Manager of Public Works, or the City may itself elect to correct or eliminate such violation at Forest City's expense. In the event the City corrects such violation, Forest City shall promptly reimburse the City for any costs or expenses incurred by the City in enforcing the terms of this Reserved Permanent Easement.

E. Forest City releases the City from any and all claims for damages arising in any way or incident to the construction, reconstruction, repair, replacement, and/or maintenance by the City, or its agents, of the Slope and Drainage Facilities within of the Property.

F. The City, to the extent practicable, agrees to restore the Property to a condition similar to what it was prior to the City's activities, except as necessarily modified to accommodate the Slope and Drainage Facilities. All obligations of the City are subject to prior appropriation of monies expressly made by City Council and paid into the Treasury of the City.

G. Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable State or federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Reserved Permanent Easement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver District Court in the City and County of Denver, Colorado.

H. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the City and Forest City and all covenants herein shall apply to and run with the land.

Exhibit E
Purchase Price

Calculation of Purchase Price

Parcel	Size (S.F.)	Appraisal Price/S.F.	Base Price	CPI Adjusted Price
Parcel LA-9A District VIII	68,978	\$ 0.580808 CPI Adjustment ⁽¹⁾	\$ 40,062.97 1.231604179	\$ 49,341.73
Parcel LA-10A Rev. District VII	58,971	\$ 0.700184 CPI Adjustment ⁽¹⁾	\$ 41,290.55 1.231604179	\$ 50,853.61
Parcel LA-10B District VII	10,565	\$ 0.700184 CPI Adjustment ⁽¹⁾	\$ 7,397.44 1.231604179	\$ 9,110.72
Parcel LA-10C District VII	29,846	\$ 0.700184 CPI Adjustment ⁽¹⁾	\$ 20,897.69 1.231604179	\$ 25,737.68
Parcel LA-13 Rev3 District VIII	42,469	\$ 0.580808 CPI Adjustment ⁽¹⁾	\$ 24,666.33 1.231604179	\$ 30,379.16
Parcel LA-13A Rev District VIII	75,876	\$ 0.580808 CPI Adjustment ⁽¹⁾	\$ 44,069.39 1.231604179	\$ 54,276.04
Parcel LA-13B Rev District VIII	10,921	\$ 0.580808 CPI Adjustment ⁽¹⁾	\$ 6,343.00 1.231604179	\$ 7,812.07
Total	297,626	CPI Adjusted Total Price		\$ 227,511.02

CPI 12/17/99	=	162.7	
CPI 2nd half of 2009	=	200.382	
CPI Adjustment ⁽¹⁾	=	200.382 / 162.7	1.231604179
Acreage Conversion	=	6.83255	(total acres in all parcels)
System Development Fee (\$15,000/per acre)	=	\$102,488.29	

Total CPI Adjusted Total Price	\$ 227,511.02
System Development Fee	\$ 102,488.29
Total Purchase Price	\$ 329,999.31