

FIRST AMENDMENT TO LEASE AGREEMENT AND ASSIGNMENT AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT AND ASSIGNMENT AGREEMENT (the “**Amendment**”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”), and **ENVIRONMENTAL LEARNING FOR KIDS**, a Colorado nonprofit corporation, whose address is 14460 East 50th Avenue, Denver, Colorado 80239 (the “**Lessee**”).

WITNESSETH:

WHEREAS, the City and Lessee entered into a Lease Agreement and Assignment Agreement dated November 17, 2014 (Contract Control # 201418361) (the “**Agreement**”); and

WHEREAS, three errors have been discovered in the Agreement which the City and the Lessee agree to correct by this Amendment, with these three errors being:

- 1) the ALTA/ACSM land improvement survey, identified as Exhibit A-1 in Sub-section 1.A of the Agreement, was not included in the exhibits to the Agreement; and
- 2) the Commencement Date of December 16, 2014, for the term of the Lease was not included in Sub-section 2.A. of the Agreement;
- 3) the insurance requirements for design professionals, contractors and sub-contractors were erroneously labeled as Exhibit C in Sub-section 21.G. of the Agreement, instead of the correct label “Exhibit D,” and were not included in the exhibits to the Agreement; and

WHEREAS, the Lessee proposes to initiate the design and construction of Improvements as contemplated in, and in accordance with, the Agreement, and in particular Sub-section 1.A, Sub-section 4.A, Section 18, Exhibit B, and Section 21 of the Agreement; and

WHEREAS, the Lessee has requested the City to assist in obtaining grant and other funds from other governmental entities for the purpose of covering portions of the cost of design and construction of said Improvements; and

WHEREAS, the City is willing to provide such assistance, with the understanding that the obligation for raising all of the required funds for the Improvements still remains with the Lessee except to the extent, and upon the condition, that the City is successful in obtaining grants or other funding from other governmental entities for the purpose stated above; and

WHEREAS, the City is in the process of entering a grant with Great Outdoors Colorado (“**GOCO**”) for an Education Center & Montbello Open Space Master Site Plan (Contract Number 15551) (“**GOCO Grant**”) which would fund \$75,000 worth of work on design and

construction documents for the Improvements contemplated under the Agreement; and

WHEREAS, the Lessee acknowledges that it must comply with the terms and conditions of the GOCO Grant and the Grant Restrictions as stated in the Agreement and will take the proper and necessary actions, at all times, to assure that the City is able to perform and comply with the City's obligations under the GOCO Grant and the Grant Restrictions; and

NOW, THEREFORE, for and in consideration of the premises set forth in the recitals above and incorporated herein by reference, and the mutual covenants and agreements hereinafter contained, the City and Lessee agree as follows:

I. The ALTA/ACSM land improvement survey that the Agreement identified as being **Exhibit A-1** in Sub-section 1.A. is attached to this Amendment and is incorporated into the Agreement.

II. That Sub-section 2.A. of the Agreement is amended to read:

2.A. Term: The term of this Lease shall begin on December 16, 2014, which is the date on which the City acquired fee simple title in the Premises ("Commencement Date") and shall expire fifty (50) calendar years later, unless sooner terminated pursuant to the terms of this Lease ("**Term**"). The Term of this Lease may be extended, upon mutual agreement of the City and Lessee, in the manner specified in Section 30 of this Agreement. The City and Lessee agree to negotiate any extension of the Term or other amendment to this Lease in good faith, but neither the City nor Lessee is under any obligation to enter into any amendment to this Agreement or a new agreement to extend the Term of this Lease.

III. That the reference to **Exhibit C** in Sub-section 21.G is hereby changed to **Exhibit D** and the insurance requirements for design professionals, contractors and sub-contractors are attached as **Exhibit D** to this Amendment and incorporated into the Agreement.

IV. That the following provisions are added to the Agreement under the heading "Improvement Funding":

IMPROVEMENT FUNDING

45. **GOCO GRANT.**

A. Provided that the Lessee executes this Amendment and complies with the terms and conditions of this Amendment, the City will continue to use its best efforts to obtain the GOCO Grant, as described in the Recitals, and will take the necessary steps to execute and perform the agreement authorized by GOCO for the GOCO Grant ("**GOCO Grant**

Agreement”). Subject to the terms and conditions of this Amendment and the GOCO Grant Agreement, the City agrees to accept the grant funds remitted by GOCO and then to distribute the grant funds to the Lessee as provided in Section 46 of this Amendment.

B. The Lessee agrees and covenants to assume all the City’s liabilities, and binds itself to the City for all of the City’s obligations to GOCO, as set forth in the GOCO Grant Agreement. Unless a valid claim is asserted by GOCO based on the sole negligence or wrongful act of the City for which liability arises under the terms of the GOCO Grant Agreement, the Lessee shall be responsible and liable to the City for any claim arising under the Grant Agreement, in the same manner and extent as the City may be responsible and liable to GOCO.

C. The Lessee agrees that it will cooperate with the City in providing all information, reports and documents needed for the execution and performance of the GOCO Grant Agreement. The Lessee agrees and covenants that it will not use the GOCO Grant funds for any purpose other than the purpose authorized under the GOCO Grant Agreement. The obligation to design, construct, install, maintain and repair the improvements paid for, in whole or part, by the GOCO Grant shall be solely the responsibility of the Lessee and shall be performed in accordance with the Agreement, as amended herein, and the GOCO Grant Agreement.

D. Nothing in this Section 45 modifies or limits the rights and obligations of the Lessee under the Agreement, including with respect to the Grant Restrictions. Nothing in this Section 45 modifies or limits the rights and obligations of the City, or the legal recourse the City has, under the Agreement.

46. **DISTRIBUTION OF GOCO GRANT FUNDS.**

A. Subject to appropriation and availability of the GOCO Grant funds, reimbursement for invoiced costs incurred by the Lessee will be paid by the City to the Lessee for the compensation made to design professionals retained by the Lessee, in accordance with the Agreement, for work on design and construction documents for the Improvements contemplated under the Agreement and the GOCO Grant Agreement (the “**Work**”). As the Work progresses and invoices are submitted by the design professionals to the Lessee for the Work performed, the Lessee will submit the complete and accurate invoices, along with a written and signed confirmation from the Lessee that the Work noted on the invoices has been satisfactorily performed, to the Finance Office of the Denver Department of Parks and Recreation.

B. The City reserves the right to review the Work performed before paying the Lessee from the GOCO Grant funds. All payments are subject to the prior approval of the Executive Director of Parks and Recreation.

C. All payments on invoices are intended to reimburse the Lessee for the costs it has incurred and paid for the Work. The Lessee shall be solely responsible for paying the design professionals on a timely basis and handling any disputes over payments in an appropriate and timely basis. The City shall have no responsibility for paying directly to the design professionals for any Work, and, in the event that it becomes necessary under the Agreement, the GOCO Grant Agreement, or a court order, for the City to pay directly the design professionals for Work performed, the Lessee shall be in breach or default of the Agreement, as amended herein.

D. Nothing in this Section 46 modifies or limits the responsibility of the Lessee under Section 18 or Section 21 of the Agreement to pay the costs of all Work related to the Improvements contemplated under the Agreement or the GOCO Grant Agreement.

V. Except as amended herein, the Agreement is affirmed and ratified and shall remain in full force and effect.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: FINAN-201418361-01

Contractor Name: Environmental Learning for Kids

By: Loretta E Pineda

Name: Loretta E Pineda
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



ALTA/ACSM LAND TITLE SURVEY

A PART OF LOT 7, BLOCK 1, KOLL PEORIA CENTER FLING NO. 1,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 24,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY AND COUNTY OF DENVER, STATE OF COLORADO
SHEET 1 OF 2
TOTAL AREA = 240,572 SQ FT, OR 5.52 ACRES, MORE OR LESS

Parcel Description

(PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY)
A PART OF LOT 7, BLOCK 1, KOLL PEORIA CENTER FLING NO. 1, BEING A SUBDIVISION SITUATED IN THE NW 1/4 OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE AT RECEPTION NUMBER 9900000721, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RANGE POINT IN ALBROOK DRIVE, BEING A 20 FOOT RANGE LINE, AS MONUMENTED BY A RECOVERED 3-1/4" ALUMINUM CAP IN A RANGE BOX, STAMPED "PLUS 379933", WHENCE A RANGE POINT IN SAID ALBROOK DRIVE, BEING ON A 20 FOOT RANGE LINE AND A POINT OF CURVATURE, AS MONUMENTED BY A RECOVERED #8 REBAR IN A RANGE BOX, BEING S8870'00"E, A DISTANCE OF 414.81 FEET, FORMING THE BASIS THEREOF, BEING USED IN THIS DESCRIPTION WITH ALL BEARINGS BEING RELATIVE THERETO;
THENCE DEPARTING AND PERPENDICULAR TO SAID 20 FOOT RANGE LINE, S22°00'00"W, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALBROOK DRIVE, SAID POINT ALSO BEING THE MOST NORTHERLY BOUNDARY CORNER OF SAID LOT 7;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALSO BEING THE NORTHERLY BOUNDARY OF SAID LOT 7, BEING 50.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH SAID 20 FOOT RANGE LINE, THE FOLLOWING TWO COURSES:
1) S88°00'00"E, A DISTANCE OF 414.81 FEET TO A POINT OF CURVATURE,
2) ALONG A RANGE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 120°00'00", A RADIUS OF 965.00 FEET AND AN ARC LENGTH OF 8.90 FEET TO THE POINT OF BEGINNING, 195.00 FEET AND AN ARC LENGTH OF 8.90 FEET THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE BEING A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 113°40'37", A RADIUS OF 965.00 FEET AND AN ARC LENGTH OF 194.83 FEET TO THE NORTHEAST BOUNDARY CORNER OF SAID LOT 7;
THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG THE EXTERIOR BOUNDARY OF SAID LOT 7 THE FOLLOWING EIGHT COURSES:
1) S40°30'09"W, A DISTANCE OF 150.00 FEET;
2) S52°05'31"E, A DISTANCE OF 133.14 FEET;
3) S49°30'02"E, A DISTANCE OF 125.00 FEET;
4) S40°29'58"W, A DISTANCE OF 98.77 FEET;
5) S29°59'56"W, A DISTANCE OF 9.00 FEET TO A POINT OF CURVATURE;
6) ALONG A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 49°30'00", A RADIUS OF 245.00 FEET AND AN ARC LENGTH OF 211.66 FEET;
7) ALONG A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 49°30'00", A RADIUS OF 245.00 FEET AND AN ARC LENGTH OF 211.66 FEET;
8) S90°00'00"W, A DISTANCE OF 441.91 FEET TO THE SOUTHWEST BOUNDARY CORNER OF SAID LOT 7;
THENCE ALONG WESTERLY BOUNDARY LINE OF SAID LOT 7, N00°00'00"E, A DISTANCE OF 272.00 FEET TO THE POINT OF BEGINNING;
THENCE DEPARTING AND PERPENDICULAR TO THE LAST DESCRIBED COURSE, S90°00'00"E, A DISTANCE OF 283.96 FEET;
THENCE N22°00'00"E, A DISTANCE OF 124.39 FEET;
THENCE PERPENDICULAR TO THE LAST DESCRIBED COURSE, S68°00'00"E, A DISTANCE OF 33.70 FEET;
THENCE PERPENDICULAR TO THE LAST DESCRIBED COURSE, N22°00'00"E, A DISTANCE OF 231.67 FEET TO THE POINT OF BEGINNING,
CITY AND COUNTY OF DENVER,
STATE OF COLORADO



Vicinity Map
NOT TO SCALE

Boundary Closure Report

Length: 194.84' Radius: 965.00'
Chord: 017'34.05"
Course: S40°30'09"W Length: 150.00'
Course: S52°05'31"E Length: 133.14'
Course: S49°30'02"E Length: 125.00'
Course: S40°29'58"W Length: 98.77'
Course: S29°59'56"W Length: 9.00'
Length: 211.66' Radius: 245.00'
Chord: 049°30'00"
Course: S65°14'58"W Length: 441.91'
Course: N90°00'00"E Length: 272.00'
Course: N00°00'00"E Length: 283.96'
Course: N90°00'00"E Length: 124.39'
Course: S68°00'00"E Length: 33.70'
Course: N22°00'00"E Length: 231.67'
Perimeter: 2373.61'
Area: 240,572 Sq. Ft.
Error Closure: 0.00
Error North: -0.000
Error East: 0.002
Precision 1: 237361/0000.00

Surveyor's Certificate

TO THE TRUST FOR PUBLIC LAND--COLORADO OFFICE, FIRST AMERICAN TITLE INSURANCE COMPANY, AND THE CITY AND COUNTY OF DENVER:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAILED REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA/ACSM ITEMS 1, 2, 3, 4, 7(G), 8, 9, 11(G), 13, 14, 16, 17, AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 10, 2012.

PURSUANT TO COLORADO STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, RULE 6.2.2 THE UNRESPONSIBLE FURTHER CERTIFIES THAT THIS MAP OR PLAT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

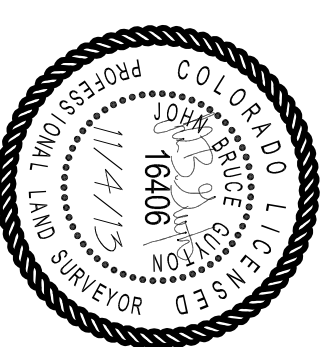
JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN & CEO, FLATRONS, INC.
FBI JOB NO. 12-60482

Notes

- FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER 558398-2, DATED SEPTEMBER 23, 2013 AT 5:00 P.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS ALTA/ACSM LAND TITLE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE TRUST FOR PUBLIC LAND--COLORADO OFFICE, FIRST AMERICAN TITLE INSURANCE COMPANY, AND THE CITY AND COUNTY OF DENVER NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
- THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- BASED ON BEARINGS, AN ASSUMED BEARING OF NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF THE SUBJECT PROPERTY, BETWEEN A FOUND #4 REBAR WITH YELLOW PLASTIC CAP "LS 34183" AT THE SOUTHWEST CORNER OF PARCEL AND A FOUND #4 REBAR WITH ORANGE PLASTIC CAP "LS 23899" AT THE SOUTH CENTRAL PORTION OF PARCEL AS SHOWN HEREON, ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
- ONLY SURFACE EVIDENCE OF UTILITIES VISIBLE AT THE TIME OF THE FIELD WORK ON OCTOBER 10, 2012 AND JANUARY 17, 2009 (FLATRONS, INC. JOB NO. 08-54020) IS SHOWN HEREON. ALL UNDERGROUND UTILITIES MUST BE FIELD LOCATED BY THE APPROPRIATE AGENCY OR UTILITY COMPANY PRIOR TO ANY EXCAVATION, PURSUANT TO C.R.S. SEC. 9-15-103.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMPLETS A CLASS TWO (2) MISDEAMOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508, WHOEVER WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCHMARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH, 18 U.S.C. § 1858 (2009).
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
- SUBSURFACE BUILDINGS, IMPROVEMENTS OR STRUCTURES ARE NOT NECESSARILY SHOWN. BUILDINGS AND/OR IMPROVEMENTS OR STRUCTURES ON ADJACENT PROPERTIES SHALL BE MORE THAN 15' FEET FROM ANY OF THE PROPERTY LINES OF THE SUBJECT PROPERTY ARE NOT NECESSARILY SHOWN.
- FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE X (UNSHADDED). AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP, MAP NO. 08040460114 G (PANEL NOT PRINTED ALL IN ZONE X), DATED NOVEMBER 17, 2005. FLOOD INFORMATION IS SUBJECT TO CHANGE.
- DATES OF FIELD WORK: OCTOBER 16, 2013 (CURRENT), OCTOBER 10, 2012, AND JANUARY 17, 2009 (FLATRONS, INC. JOB #08-54020).
- THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE COMMITMENT AND PARTIALLY AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST IDENTIFIES THE SUBJECT COMMITMENT EXCERPTION NUMBER, DATE RECORDED, RECEPTION NUMBER, AND/OR BOOK AND PAGE:
10) JULY 7, 1989 REC NO. 60628 THE RIGHT OF A PROPRIETOR OF A VEIN OR LOPE TO EXTRACT AND REMOVE HIS ORE
11) OCTOBER 29, 1998 REC NO. 9800181257 THE RIGHT OF A PROPRIETOR OF A VEIN OR LOPE TO EXTRACT AND REMOVE HIS ORE
12) DECEMBER 21, 1998 REC NO. 9800214807 TERMS, CONDITIONS, PROVISIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE EASEMENT AND INDEMNITY AGREEMENT (BLANKET)
13) JANUARY 30, 2001 REC NO. 2001012521 TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE EASEMENT AND INDEMNITY AGREEMENT (BLANKET)
14) JANUARY 4, 1999 REC NO. 9900000721 TERMS, CONDITIONS, PROVISIONS, EASEMENTS, NOTES, COVENANTS, RESTRICTIONS, AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF KOLL PEORIA CENTER FLING NO. 1 (EASEMENTS SHOWN)
15) FEBRUARY 19, 1999 REC NO. 9900029999 TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE DETENTION POND COVENANT AND PERMIT
16) DECEMBER 17, 2009 REC NO. 2009162834 DENVER ASSESSORS PARCEL RECONFIGURATION

Notes continued

- THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE COMMITMENT AND DO NOT APPEAR TO AFFECT THE SUBJECT PROPERTY. THE FOLLOWING LIST CONTAINS THE TITLE COMMITMENT EXCERPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE:
11) JULY 6, 1994 REC NO. 9400108277 COVENANTS, CONDITIONS, RESTRICTIONS, PROVISIONS, EASEMENTS AND DECLARATIONS OF COVENANTS, RESTRICTIONS AND EASEMENTS (BLANKET)
12) THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
13) THE TOTAL AREA OF THE SUBJECT PROPERTY IS 240,572 SQ. FT. OR 5.52 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A MORE OR LESS FIGURE, AND IS NOT TO BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.
14) THERE ARE NO PAINTED PARKING SPACES ON THE SUBJECT PROPERTY.
15) ADJACENT OWNERSHIP INFORMATION IS PER CITY AND COUNTY OF DENVER ASSESSOR WEBSITE AS RESEARCHED ON OCTOBER 19, 2012 AND IS SUBJECT TO CHANGE. SUBJECT PROPERTY OWNERSHIP INFORMATION IS PER THE TITLE EXAMINATION DONE FOR THE AFOREMENTIONED TITLE COMMITMENT.
16) THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF SURVEY.
17) THERE WAS NO OBSERVABLE EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SWAMP OR SANITARY LANDFILL AT THE TIME OF SURVEY.
18) THERE WAS NO OBSERVABLE EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES OR STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AT TIME OF SURVEY.
19) THERE ARE NO BUILDINGS ON THE SUBJECT PARCEL.
20) THERE ARE NO BUILDINGS ON THE SUBJECT PARCEL.
21) ADDRESSES WERE RESEARCHED ON THE CITY AND COUNTY OF DENVER ASSESSORS WEB SITE ON OCTOBER 20, 2012.
22) THE NEAREST INTERSECTION IS ALBROOK DRIVE AND TULSA COURT 200, (CENTER OF INTERSECTION), FROM THE EASTERN MOST CORNER OF SUBJECT PARCEL.



ALTA/ACSM LAND TITLE SURVEY	
DATE:	OCTOBER 23, 2012
FBI JOB NO.:	12-60482
DRAWN BY:	W. BECKETT
DATE:	OCTOBER 23, 2012
FBI JOB NO.:	12-60482
OTHERS (See Note 3)	SHEET 1 OF 2
THE TRUST FOR PUBLIC LAND--COLORADO OFFICE	
Others (See Note 3)	
DRAMA BY:	W. BECKETT
DATE:	OCTOBER 23, 2012
FBI JOB NO.:	12-60482
DRAWN BY:	W. BECKETT
DATE:	OCTOBER 23, 2012
FBI JOB NO.:	12-60482
DRAMA BY:	W. BECKETT
DATE:	OCTOBER 23, 2012
FBI JOB NO.:	12-60482

Surveying, Engineering & Geomatics
Flatrons, Inc.
3825 IHS AVE, STE. 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830

665 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

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www.FlatronsInc.com
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NO.	DATE
1/8	11/4/13
2/8	10/24/13
3/8	10/16/13
4/8	9/24/13
5/8	5/6/13
6/8	12/11/12
7/8	10/26/12
8/8	10/26/12
9/8	10/26/12
10/8	10/26/12
11/8	10/26/12
12/8	10/26/12

EXHIBIT D

CONTRACTOR'S INSURANCE REQUIREMENTS for CONTRACTOR AGREEMENT

(as used below "Contractor" shall mean any consultant, sub-consultant, contractor or sub-contractor retained or hired by or on behalf of the Lessee or its agent or representative.)

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Contractor Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Contractor Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City and County of Denver, as and where specified by the City, and to Environmental Learning for Kids (the "Notification Parties") in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Notification Parties. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Notification Parties by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). If any policy is in excess of a deductible or self-insured retention, the Notification Parties must be notified by Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Contractor Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Contractor. Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Contractor Agreement.

(2) Proof of Insurance: Contractor shall provide a copy of this Contractor Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Contractor Agreement prior to placement of coverages required under this Contractor Agreement. Contractor certifies that the certificate of insurance, preferably an ACORD certificate, complies with all insurance requirements of this Contractor Agreement. The acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Contractor Agreement shall not act as a waiver of Contractor's breach of this Contractor Agreement or of any of the rights or remedies under this Contractor Agreement. Additional proof of insurance, including but not limited to policies and endorsements, may be required.

(3) Additional Insureds: For Commercial General Liability, Auto Liability and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers and Environmental Learning for Kids and its officials, officers, employees and volunteers as additional insured.

(4) Waiver of Subrogation: For all coverages required under this Contractor Agreement, Contractor's insurer shall waive subrogation rights against the City and County of Denver and Environmental Learning for Kids.

(5) Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Contractor Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and

subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request.

(6) Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City and County of Denver and Environmental Learning for Kids, as a material representation upon which the City and Environmental Learning for Kids are relying, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Contractor Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Contractor Agreement.

(7) Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(8) Business Automobile Liability: Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Contractor Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

(9) Contractors Pollution Liability: Contractor shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City and County of Denver and Environmental Learning for Kids. (Construction Contractor Only)

(10) Professional Liability (Errors & Omissions): Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. (Design Professionals Only)

(11) Builders' Risk or Installation Floater: Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The City and County of Denver, Environmental Learning for Kids, Contractor, and sub-contractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City and County of Denver. (Construction Contractor Only)

(12) Additional Provisions:

- (a) For Commercial General Liability, the policy must provide the following:
 - (i) That this Contractor Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;

- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City and County of Denver or Environmental Learning for Kids.
- (b) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided, whichever is earlier.
- (c) Contractor shall advise the Notification Parties in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.