

POSSESSION AND USE AGREEMENT AND IMPROVEMENT AGREEMENT

This Possession and Use Agreement and Improvement Agreement (“**Agreement**”) is made this ___ day of July, 2015 between the Regional Transportation District, a political subdivision of the State of Colorado (“**RTD**”), and the Western Stock Show Association, a Colorado non-profit corporation (“**WSSA**”) and the City and County of Denver, Colorado, a home rule city and county (the “**City**”). (RTD, WSSA, and the City are each a “**Party**,” and collectively are the “**Parties**.”)

RECITALS

A. WSSA is the owner of certain real property located in Denver, Colorado (the “**WSSA Property**”), which is part of a larger group of properties generally known and used as the National Western Complex (the “**NW Complex**”).

B. The City is the Owner of certain buildings and improvements located at the NW Complex (the “**City Improvements**”), and which are in place on the WSSA Property pursuant to a leasehold from WSSA (the “**City Leased Property**”). The City is also the beneficiary of certain other easements of record encumbering portions of the WSSA Property (the “**Existing City Easements**”) (the City Improvements, the City Leased Property and the Existing City Easements are referred to herein, collectively, as the “**City Property Interests**.”). WSSA has a leasehold interest in the City Improvements and the City Leased Property from the City such that both WSSA and the City have interests in the City Improvements and the City Leased Property.

C. RTD is expanding its Mass Transportation System by the construction of a Fixed Guideway Mass Transit System that will provide mass transit service to the traveling public in a location and on an alignment known as the North Metro Corridor (the “**Project**”). The terms “Mass transportation system” and “Fixed guideway mass transit system” are defined in C.R.S. §§ 32-9-103 (7) (a) and (6.5), respectively.

D. A portion of the Project, comprising rail lines, a rail station, and associated improvements, will be constructed upon the NW Complex.

E. RTD has stated its intention to acquire, through negotiation or by eminent domain, if necessary, certain property interests owned by WSSA and the City, and comprising portions of the NW Complex in connection with RTD’s completion of the Project (the “**RTD Property Interests**”). The RTD Property Interests include: (1) certain property that will be acquired in fee simple, as more particularly described in **Exhibit A** attached hereto (the “**Fee Take Property**”); and (2) the non-exclusive right to use certain property for certain specified uses, as more particularly described in **Exhibit B** attached hereto (the “**Easement Property**”).

F. Certain of the Easement Property includes portions of the City Property Interests.

G. In order to expedite the Project and to allow the Parties to avoid litigation at this time, WSSA and the City are granting to RTD, for RTD’s benefit and the benefit of its contractors, agents, and all others deemed necessary by RTD in its sole discretion: (1) the irrevocable right to possession and use of the Fee Take Property; and (2) subject to the

provisions of Paragraph 31, the irrevocable, non-exclusive right to possession and use of the Easement Property.

H. The Parties acknowledge that it is in their mutual interest to use their best efforts to work cooperatively to coordinate the activities relating to the Project in a manner that minimizes the impact and minimizes disruption to the operation and functioning of the NW Complex, in particular in the periods immediately before, during and after the annual National Western Stock Show, and also at all other times.

I. RTD agrees to provide for the benefit of WSSA and the City design, permitting and construction services directly relating to the RTD Modifications (as defined below), all other portions of the Project within the limits of the Fee Take Property and the Easement Property and the 46th Avenue Improvements (as defined below), as more particularly described herein (collectively, the “**RTD Infrastructure Replacement**”).

J. In consideration for RTD providing such design, permitting and construction services for the RTD Infrastructure Replacement, and so long as RTD is not in material default of this Agreement, WSSA agrees not to seek just compensation for the cost to cure damages specifically arising out of, and limited only to, the RTD Infrastructure Replacement (the “**Waived Cure Damages**”). The Waived Cure Damages include damages relating to WSSA’s claim that the passageway through the Marion Street underpass must be enlarged (which is being addressed in connection with the RTD Modifications) and any damages relating to WSSA claim that entry/exit to the NWSS Complex from 46th Avenue must be reconstructed (which is being addressed in connection with the 46th Avenue Improvements), both as more particularly described in David B. Clayton’s March 14, 2014 Real Estate Appraisal.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals set forth above, which are incorporated herein, the mutual agreements, promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RTD, WSSA and the City agree as follows:

1. **Effective Date.** As used herein, the term “**Effective Date**” is the date on which both RTD and WSSA have executed this Agreement, as reflected in the signature blocks. RTD will sign after WSSA signs. Following execution of this Agreement by WSSA and RTD, the City shall begin the process of formal review, approval and execution of this Agreement, which the City shall complete promptly. The date the City executes this Agreement is referred to herein as the “**City Execution Date.**”

2. **Purpose of Agreement.** The purpose of this Agreement is to allow RTD to proceed with its Project without delay and to allow the Parties to avoid litigation at this time.

3. **Payment and Possession.**

(a) In consideration of RTD's payment of the sum of Three Million Three Hundred Ninety-Six Thousand Dollars (\$3,396,000) to WSSA (the "**Deposit**"), WSSA irrevocably grants possession of the RTD Property Interests to RTD. This grant of possession of the RTD Property Interests will be effective on the date of RTD's tender of the Deposit as described herein (the "**Possession Date**"). Thereafter, RTD's right to possession and use of the Fee Take Property shall be exclusive, and RTD's right to possession and use of the Easement Property shall be non-exclusive. WSSA and the City shall retain any and all rights it may have that are not inconsistent with RTD's reasonable enjoyment of the Easement Property.

(b) Some or all of the property comprising the RTD Property Interests is currently subject to the following monetary liens:

(i) A Deed of Trust dated July 31, 1992, recorded in the real property records of the clerk and recorder of the City (the "**Records**") on August 14, 1992 at Reception No. R-92-0094010, and subject to: a Modification Agreement recorded in the Records on December 7, 1994 at Reception No. 9400182525; a Modification Agreement recorded in the Records on October 6, 1995 at Reception No. 9500124486; a Modification Agreement recorded in the Records on December 8, 1997 at Reception No. 9700166158, and a Partial Release recorded in the Records on February 2, 1998 at Reception No. 9800014677;

(ii) A Deed of Trust dated July 01, 1999, and recorded in the Records on July 14, 1999 at Reception No. 9900123905;

(iii) A First Deed of Trust, Security Agreement and Assignment of Rents, recorded in the Records on July 14, 1999 at Reception No. 9900123906;

(iv) An Amended and Restated First Deed of Trust dated October 01, 2006, and recorded in the Records on October 17, 2006 at Reception No. 2006165928;

(v) An Assignment of Leases Rents and Other Income recorded in the Records on November 1, 2006 at Reception No. 2006174756;

(vi) A Deed of Trust dated October 05, 2007, and recorded in the Records on October 17, 2007 at Reception No. 2007162501; and

(vii) An Amendment and Ratification of Deed of Trust recorded in the Records on February 7, 2014 at Reception No. 2014013669.

(The above-described monetary liens, along with any other monetary liens or encumbrances created by, through or under WSSA or the City or appearing of record, irrespective of who records them, are collectively referred to herein as the "**Encumbrances**".)

(c) No later than fifteen (15) days from the Effective Date, WSSA shall provide proof acceptable to RTD, in RTD's sole discretion, that all of the Encumbrances have been removed from the property comprising the RTD Property Interests.

(d) Within thirty (30) days of RTD determining in its sole discretion the state of the title is acceptable, RTD shall tender the Deposit to WSSA's legal counsel by check or by wiring the funds, as directed in writing. If RTD determines in its sole discretion that the title to the property comprising the RTD Property Interests is not acceptable, then RTD shall inform the WSSA's legal counsel and the City's legal counsel in writing. Upon sending such notice in accordance with the notice provisions set forth in Paragraph 33, this Agreement shall terminate.

4. **City Consents to Grant of Possession.** Subject to the provisions of Paragraph 31, the City irrevocably consents to the grant of possession of the RTD Property Interests to RTD as of the Possession Date or the City Execution Date, whichever occurs later. Notwithstanding delayed execution by the City, WSSA and RTD agree that the grant of possession of the RTD Property Interests to RTD shall be effective as of the Possession Date.

5. **Indemnification for Liens.** WSSA holds RTD harmless from any and all liability for any unreleased or undisclosed monetary liens or encumbrances affecting the RTD Property Interests that were created by, through or under WSSA, or appearing of record, irrespective of who records them, through the date that RTD takes title to and obtains an easement for the RTD Property Interests; provided, however, that this provision shall not waive or modify RTD's obligation to ensure that the RTD Infrastructure Replacement is completed at no cost to WSSA, free and clear of any liens or encumbrances as set forth herein.

6. **Rights Limited to RTD Property Interests.** RTD's right to possess and use the RTD Property Interests is limited to the RTD Property Interests. If RTD requires access to, or possession or use of any other WSSA Property or City Property Interests, then RTD must first acquire appropriate permission from WSSA or the City, as the case may be.

7. **Marion Street Underpass.** BNSF Railway Company ("**BNSF**") is currently in the process of constructing a new railroad bridge over the Marion Street underpass (the "**First New BNSF Bridge**") and adjacent to the west of the existing BNSF railroad bridge over the Marion Street underpass (the "**Existing BNSF Bridge**"). Upon completion of BNSF's work on the First New BNSF Bridge, the minimum vertical clearance from the ground level at which pedestrian and vehicular traffic passes under the First New BNSF Bridge to the lowest portion of the Marion Street underpass will be approximately eight feet (8'). Following completion of the First New BNSF Bridge, RTD will complete the following work:

(a) Secure all permits necessary to complete all required work efforts including clearance from the United States Army Corps of Engineers and the Colorado State Historic Preservation Officer.

(b) Lower the roadway (the "**Roadway Lowering**") beneath the First New BNSF Bridge to gain a minimum vertical clearance from the roadway of twelve feet (12') for both spans of the two span bridge.

(c) Cut back the sloped embankment to widen the horizontal clearance of the First New BNSF Bridge to gain a minimum horizontal clearance of at least twenty-five feet (25') for each of the two spans of the bridge (the “**Span Enlargement**”). Demolish the Existing BNSF Bridge and replace it with a triple track railroad bridge adjacent and to the east of the First New BNSF Bridge (the “**Second New BNSF Bridge**”) meeting the same horizontal clearance described herein, and vertical clearance described in Paragraph 7(b).

(d) Construct a bridge structure to carry the rail line for the Project, which bridge will be adjacent and to the east of the Second New BNSF Bridge (the “**RTD Bridge**,” and collectively with the Roadway Lowering, the Span Enlargement, demolition of the Existing BNSF Bridge and construction of the Second New BNSF Bridge, the “**RTD Modifications**”). The RTD Bridge shall also meet the horizontal clearance described in Paragraph 7(c) and the vertical clearance in Paragraph 7(b).

(e) So long as the minimum vertical clearance of the First New BNSF Bridge, the Second New BNSF Bridge, and the RTD Bridge following completion of the RTD Modifications is at least ten feet three inches (10'3") as specified herein, WSSA will make no claim that BNSF is in violation of its easement retained in that Quitclaim Deed dated November 30, 1990 between BNSF and WSSA recorded at R-90-01134000 on December 5, 1990 in the office of the Clerk of the City and County of Denver. BNSF shall be a third party beneficiary solely of this Paragraph 7(e) of this Agreement.

8. **The RTD Modifications.** RTD shall complete all work diligently and as quickly as reasonably possible. RTD will complete the Roadway Lowering and the Span Enlargement, on or before November 1, 2015. If any remaining RTD Modifications have not been completed prior to November 1, 2015, then RTD shall demobilize and leave the site prior to December 1, 2015. RTD will return to the site on or after January 31, 2016, after which point, RTD shall diligently complete the RTD Modifications. The RTD Modifications shall be completed in accordance with the following:

(a) The First New BNSF Bridge and the RTD Infrastructure Replacement shall be designed to accommodate a future maximum vertical clearance of 14 feet.

(b) All construction relating to the RTD Modifications shall be completed by RTD at no expense to WSSA in a good and workmanlike manner and shall be free and clear of liens and encumbrances.

(c) Construction of the RTD Modifications shall be completed in accordance with the plans attached hereto as generally shown on **Exhibit C** and subject to final approval by the City and WSSA.

(d) No construction activities shall occur from December 1 through January 31 of each year, unless approved by WSSA in writing.

9. **46th Avenue Access Drive.** As part of its construction of the Project and the RTD Infrastructure Replacement, RTD will reconstruct the existing access drive from 46th Avenue into the south end of the NW Complex (the “**Existing Access Drive**”), as generally shown on

and in accordance with the plans attached hereto as **Exhibit D** (the “**46th Avenue Improvements**”), which shall be subject to final approval by the City and WSSA. RTD’s work on the 46th Avenue Improvements shall commence following completion of the RTD Modifications, and shall be completed no later than November 1, 2017. Construction of the 46th Avenue Improvements shall be completed at no expense to WSSA in a good and workmanlike manner and shall be free and clear of liens and encumbrances.

(a) **Interim Access.** The Existing Access Drive provides the sole means of egress from and the major means of ingress to the southwestern portion of the NW Complex, and preserving such access is critical to the operations of the NW Complex. The Existing Access Drive passes over a portion of the Fee Take Property. Until RTD commences construction on the 46th Avenue Improvements, WSSA shall have a license for itself, its agents, employees, contractors, invitees and licensees to continue to use any portions of Fee Take Property that include the Existing Access Drive, provided such use is in a manner consistent with the historical use of the Existing Access Drive. Until the 46th Avenue Improvements are completed, RTD shall not block, obstruct, or otherwise impair the ability for WSSA to use the Existing Access Drive in a manner consistent with WSSA’s historical use of the Existing Access Drive; provided, however, to the extent that construction of the 46th Avenue Improvements necessitates temporary blockages or obstructions of the Existing Access Drive, RTD shall reasonably coordinate with WSSA to minimize the impact of any impairments to WSSA’s ability to use of the Existing Access Drive. Following completion of the 46th Avenue Improvements, as approved by the City and WSSA, the license granted herein to use portions of the Fee Take Property that include the Existing Access Drive shall terminate.

10. **City Contribution to RTD Infrastructure Replacement.** The City and RTD will enter into a separate Intergovernmental Agreement pertaining to certain City funding contributions to the RTD Infrastructure Replacement and related matters.

11. **Coordination of Construction and Access.** The NW Complex is used year-round for a variety of public and private activities and events (collectively “**NW Events**”). Many NW Events require use of and access to all or substantially all of the NW Complex. In order to minimize disruption to WSSA’s operations and NW Events, RTD shall coordinate with the WSSA regarding its Project, and, to the extent reasonably practicable, RTD shall ensure minimal interruption of WSSA’s use of the remaining NW Complex in connection with scheduled NW Events. As soon as reasonably practicable prior to November 1 and May 1 of each calendar year, WSSA shall provide to RTD a NW Complex event schedule of events scheduled for the next six months (or more). WSSA shall be given timely notice of and shall be invited to RTD’s weekly construction meetings at which time RTD will discuss a “6-week look ahead” of construction activities. RTD will not conduct any construction activities on the RTD Property Interests from December 1 to January 31 of each year, unless approved by the WSSA in writing.

12. **Applicability of Requirements.** References herein to requirements, construction and access restrictions applicable to RTD include RTD and its contractors, subcontractors, agents, and anyone else acting on RTD’s behalf or at RTD’s direction (collectively, “**RTD**”).

Agents”). All such requirements, construction and access restrictions shall apply to all RTD Agents and RTD shall ensure such compliance.

13. **Primary RTD Contract.** On or before the Effective Date, RTD will provide to WSSA a complete open records copy of its contract with the primary contractor for the Project (the “**Primary Contract**”). RTD will provide copies of any amendments to the Primary Contract as soon as reasonably practicable after execution thereof.

14. **RTD Will Not Permit Liens to Attach.** RTD shall contractually require all RTD Agents and any subcontractors to indemnify, defend, and hold WSSA and the City, their officers, partners, directors, agents, and employees harmless against and from any and all claims, liabilities, losses and damages as a result of the work performed in connection with the Project, including any liens which arise thereunder. RTD shall not permit any valid bills, debts or obligations applicable to its operation as they relate to its use of the RTD Property Interests to become delinquent and shall allow no lien, mortgage, judgment, execution, or adjudication in bankruptcy that will in any way impair the rights of WSSA or the City under this Agreement. It shall not be a violation of this paragraph for RTD Agents in good faith to dispute or litigate or arbitrate such bills, debts, or other such obligations. However, from and after the time at which RTD obtains title to the Fee Take Property, the provisions of this paragraph shall no longer apply with respect to liens, mortgages, judgments, executions, or adjudications in bankruptcy relating to the Fee Take Property, but shall continue to apply with respect to the Easement Property.

15. **Waived Cure Damages.** So long as RTD is not in default of this Agreement, WSSA will not seek compensation for the Waived Cure Damages. In the event that WSSA seeks compensation for any Waived Cure Damages, WSSA shall be required to establish that RTD was in default of a relevant and material provision of this Agreement as of the time WSSA asserted a claim for such compensation. Provided, however, nothing herein shall constitute a waiver by WSSA of any other rights or claims to seek Just Compensation, including those arising out of (a) RTD’s acquisition of the Fee Take Property (including, without limitation, damages to the remainder of the WSSA Property resulting from RTD’s acquisition of the Fee Take Property) or the Easement Property, (b) another eminent domain action, (c) any other action, or (d) to the extent permitted by law, and without waiving any provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, the occurrence of any accidental, negligent or willful destruction by RTD or RTD’s contractor during RTD’s performance of the RTD Infrastructure Replacement. To the extent that WSSA seeks to recover any Waived Cure Damages, it shall do so in the context of RTD’s proceeding in eminent domain to acquire the RTD Property Interests, (a “**Condemnation Action**”). If the parties have already reached a settlement prior to WSSA’s assertion of a claim for recovery of any Waived Cure Damages, or if a Condemnation Action has already concluded, WSSA may commence a new action against RTD for breach of contract.

16. **Grant of Possession Absolute.** Notwithstanding any claim by WSSA or the City that RTD has breached this Agreement, any effort by WSSA to seek compensation for the Waived Cure Damages, or any finding by any court of competent jurisdiction that RTD has breached this Agreement, RTD shall continue in possession of the RTD Property Interests.

17. **No Waiver.** It is agreed by entering into this Agreement, the Parties do not waive any rights to raise any issue pertaining to just compensation should RTD commence a Condemnation Action. Without limiting the foregoing, the Parties agree that, by accepting payment of the Deposit, WSSA does not waive any rights to seek the full amount of just compensation to which it is entitled and RTD does not waive any rights to litigate the amount of just compensation, including the value of the property acquired, benefits, damages, costs and fees as provided for in the Colorado statutes, the Colorado Rules of Evidence, the Colorado Rules of Civil Procedure, the Colorado Common Law, the Colorado Constitution and the United States Constitution (“**Just Compensation**”).

18. **RTD’s Use of the RTD Property Interests.** All RTD Agents shall comply with all health and safety requirements applicable to the RTD Property Interests and the WSSA Property including, without limitation, all applicable Occupational Safety and Health Administration requirements. RTD and any RTD Agents accessing the RTD Property Interests will maintain a commercial general liability and automobile liability insurance policy covering the RTD Property Interests with limits of liability of no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. RTD’s self-insured automobile policy satisfies the automobile liability insurance policy requirement with regard to RTD. RTD and any RTD Agents accessing the RTD Property Interests will also maintain Workers Compensation as required by statute, Employers Liability, and an excess or Umbrella policy in the amount of \$1,000,000 per occurrence. After commencement of revenue service of North Metro Corridor rail transit, WSSA may from time to time require reasonable adjustments in such insurance policies, including reasonable increases to policy limits. All such insurance policies shall name WSSA and the City as additional insureds. RTD will require that any RTD Agents accessing the RTD Property Interests indemnify WSSA and the City to the same extent as RTD for any liabilities caused by their work.

19. **Valuation Date/Possession Date.** It is agreed that in the event RTD commences a Condemnation Action pursuant to the terms of this Agreement, then the valuation date for determining the amount of Just Compensation shall be the Possession Date.

20. **City Disclaims Interest in Deposit, Settlement or Just Compensation Award/Verdict.** The City disclaims any interest in the Deposit and in any settlement. The City disclaims any interest in any portion of any payment made in consideration of RTD’s acquisition of the RTD Property Interests, whether such payment may be made in connection with a negotiated acquisition of the RTD Property Interests or as a result of an award/verdict of Just Compensation in connection with a Condemnation Action. The City also agrees it will not seek any compensation of any kind at any time from RTD related to RTD’s acquisition of the RTD Property Interests.

21. **Negotiations and Settlement.** This Agreement is made with the understanding that RTD will continue to negotiate in good faith with WSSA to acquire the RTD Property Interests by direct purchase. In the event WSSA and RTD agree upon the Just Compensation for the RTD Property Interests, then within 30 days of such settlement, subject to any delays in obtaining consent of the City, the Parties will close upon the acquisition of the RTD Property Interests by RTD in accordance with the following:

(a) RTD will pay WSSA in immediately available funds an amount equal to the difference, if any, between Just Compensation owed and the Deposit. Interest will not be paid on any settlement amount in excess of the Deposit;

(b) WSSA will execute and deliver to RTD a Bargain and Sale Deed, in a form to be agreed upon by the Parties, conveying the Fee Take Property to RTD free and clear of the Encumbrances; and

(c) WSSA and RTD will sign an agreement (the “**Bridge Easement Agreement**”) providing for WSSA’s conveyance to RTD of permanent, exclusive and non-exclusive easements over, on, under and through the portions of the Easement Property described in Exhibit B-1 of Exhibit B (the “**Bridge Easement Property**”). The Bridge Easement Agreement shall be substantially in the form attached hereto as Exhibit E.

(d) Should it be necessary, in order for RTD to acquire the interests of any other person or entity in the RTD Property Interests, for RTD to complete its acquisition of any of the RTD Property Interests by commencing a Condemnation Action, WSSA will reasonably cooperate with RTD and shall not unreasonably object to RTD’s efforts, provided that commencement or completion of such a Condemnation Action will not prejudice WSSA’s rights.

22. **Failure of Negotiations**. If a settlement among all parties is not reached within one hundred twenty (120) days of the Effective Date, then this will be a confession that the negotiations to acquire the RTD Property Interests have proved futile. RTD shall then promptly begin a Condemnation Action to acquire the RTD Property Interests. If RTD commences a Condemnation Action, it shall continue in possession of the RTD Property Interests until either a settlement is reached or a Rule and Order as provided for in C.R.S. 38-1-105(3) is entered by the court.

23. **Settlement, Verdict, Award**. In the event of a Condemnation Action, if the settlement, verdict or award of Just Compensation is greater than the Deposit, then the Deposit shall be a partial payment of the Just Compensation to be paid to WSSA and others interested, if any. The Deposit shall be deducted by the court from any award or verdict. If the final verdict or award of Just Compensation is greater than the Deposit, then RTD shall pay into the Registry of the Court the difference between the verdict or award and the Deposit (the “**Additional Compensation Amount**”). RTD shall pay interest on the Additional Compensation Amount at the statutory interest rate from the Possession Date to the date of the making of such payment. If the final verdict or award of Just Compensation is less than the Deposit, then WSSA shall refund to RTD the difference between the verdict or award and the Deposit (the “**RTD Refund Amount**”). WSSA shall pay RTD interest on the RTD Refund Amount at the statutory interest rate from the Possession Date to the date of the making of such refund.

24. **Public Purpose**. The Parties agree there is a public use and purpose for obtaining possession of the RTD Property Interests, which is in furtherance of a public use.

25. **Need and Necessity.** The Parties agree there is a public need and necessity for RTD to acquire the RTD Property Interests for the Project.

26. **Authority.** The Parties agree RTD has the constitutional and statutory authority to acquire the RTD Property Interests by eminent domain, if necessary.

27. **Sole Issue at Trial is Just Compensation.** If there is no settlement, then the sole issue at the valuation hearing will be the Just Compensation to be paid for the acquisition of the RTD Property Interests.

28. **Taxes.** Property taxes for the current year for the Fee Take Property shall be prorated as of the Possession Date; WSSA shall not be responsible for property taxes after the Possession Date. WSSA shall continue to be responsible for property taxes applicable to the Easement Property.

29. **Utilities.** On or before the Possession Date, WSSA will notify any applicable utility companies to cease service to the Fee Take Property as of the Possession Date. If RTD desires utility service, it will be responsible for arranging service with the applicable utility companies.

30. **RTD Grant of Pedestrian Bridge Easement.** Upon completion of the Project on the RTD Property Interests, and upon written request made by the City to RTD within fifteen (15) years of the Effective Date of this Agreement, RTD agrees to grant to the City, for no additional consideration, a non-exclusive easement as may be reasonably necessary for the construction, operation and maintenance of a pedestrian bridge (the “**Pedestrian Bridge**”) crossing the Fee Take Property, which Pedestrian Bridge shall be up to 30 feet wide, and shall be located within 500 feet of the rail station comprising the Project (the “**Pedestrian Bridge Easement**”). Specific terms for the Pedestrian Bridge Easement will be agreed to by RTD and the City. The Pedestrian Bridge shall be constructed at the City’s sole cost and expense.

31. **Easement Conveyances to the City and the Denver Board of Water.** In furtherance of this Agreement, and to provide for the timely completion of the RTD Infrastructure Replacement and the Project, WSSA agrees to grant easements in the portions of the Easement Property described in **Exhibits B-2 and B-3** of **Exhibit B** to parties other than RTD. Specifically:

(a) WSSA shall enter into an easement agreement with the City, on terms mutually agreeable to WSSA and the City (the “**City Easement Agreement**”), granting an easement to the City for utilities and drainage purposes (as more particularly described in the City Easement Agreement, the “**City Easement**”). RTD hereby consents to the grant of the City Easement. Upon mutual execution and recordation of the City Easement Agreement, RTD’s right to possession and use of the portion of the Easement Property described in **Exhibit B-2** of **Exhibit B** shall terminate and be of no further force or effect.

(b) WSSA shall enter into an easement agreement with the Board of Water Commissioners for the City (the “**Water Board**”), on terms mutually agreeable to WSSA and the Water Board (the “**Water Board Easement Agreement**”), granting easements to

the Water Board for utilities purposes (as more particularly described in the Water Board Easement Agreement, the “**Water Board Easements**”). RTD hereby consents to the grant of the Water Board Easements. Upon mutual execution and recordation of the Water Board Easement Agreement, RTD’s right to possession and use of the portion of the Easement Property described in **Exhibit B-3** of **Exhibit B** shall terminate and be of no further force or effect.

(c) WSSA shall enter into the City Easement Agreement and the Water Board Easement Agreement as soon as reasonably possible. RTD agrees and acknowledges that the grants of the City Easement and the Water Board Easements are being made by WSSA directly to the City and the Water Board, respectively, at RTD’s request, under threat of condemnation, and that WSSA is entitled to compensation from RTD for the grant of the City Easement and the Water Board Easements as part of the total Just Compensation that is due to WSSA.

32. **Further Assurances; Cooperation.** The Parties agree to reasonably cooperate to carry out the intents and purposes of this Agreement and to execute such additional documents and perform such further acts as may reasonably be necessary to give effect to the intents and purposes of this Agreement.

33. **Notices.** Any notice pursuant to this Agreement shall be in writing and shall either be hand delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or by reputable national carrier (*e.g.*, FedEx or UPS), to the addresses of the Parties set forth below. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party may change the address to which future notices shall be sent by providing written notice to the other party. Email addresses, where included below, are for convenience only.

To RTD: Regional Transportation District
Attn: General Counsel
1600 Blake Street
Denver, Colorado 80202

With a copy to: Regional Transportation District
Attn: Susan Altes, Manager, Real Property, Capital Programs
1560 Broadway, Suite 650
Denver, Colorado 80202
Susan.Altes@RTD-Denver.com

To WSSA: National Western Stock Show
Attn: Paul Andrews and Ron Rohr
4655 Humboldt St.
Denver, Colorado 80216
pandrews@nationalwestern.com
ronr@nationalwestern.com

With a copy to: Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
Attn: Thomas J. Ragonetti / Bill E. Kyriagis
950 17th Street, Suite 1600
Denver, Colorado, 80202
tjr@ottenjohnson.com
bkyriagis@ottenjohnson.com

To City: Executive Director of Public Works or Designee
201 West Colfax Avenue, Dept. 611
Denver, Colorado 80202

With a copy to: Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

34. **Colorado Governmental Immunity Act:** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S.

35. **Contract.** This Agreement shall be deemed a contract and it shall bind the Parties only when signed by authorized representatives of WSSA, the City and RTD.

36. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

37. **Third-Party Beneficiaries.** This Paragraph 37 is expressly subject to Paragraph 7(e). Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties hereto and their successors and assigns. Nothing contained in this Agreement shall give or allow any claim or right of action by any person or entity not expressly identified as a Party in this Agreement. It is the express intention of the Parties that any person, other than the Parties, that receives benefits under this Agreement shall be deemed to be an incidental beneficiary only.

38. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or make unenforceable any other provision hereof.

39. **No Construction Against Drafter.** Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party.

40. **Execution in Counterparts; Electronic Signatures.** This Agreement may be executed in several counterparts, including with electronic or scanned signatures, each of which will be an original and all of which will constitute one and the same document. Additionally, Parties consent to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

41. **Captions.** The captions or headings herein are for convenience only and do not define, limit or describe the scope or intent of any paragraph of this Agreement.

42. **Time is of the Essence.** Time is of the essence in the performance of the obligations set forth in this Agreement.

43. **Applicable Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute shall be in the District Court for the City and County of Denver, Colorado.

44. **No Merger; Survival of Terms.** In the event of a conveyance of the Fee Take Property to RTD the provisions of this Agreement shall not merge into title and shall continue in full force and effect. If there is no settlement and RTD commences a Condemnation Action, the terms of this Agreement will also survive.

45. **Recording.** RTD will record this Agreement with the Clerk and Recorder of the City and County of Denver.

[Signature pages follow]

WESTERN STOCK SHOW ASSOCIATION

By: Paul D. Andrews

Date: 7/9/15

Paul Andrews
[Printed Name]

Title: President / CEO

THE CITY AND COUNTY OF DENVER, COLORADO

By: _____

Date: _____

[Printed Name]

Title: _____

THE REGIONAL TRANSPORTATION DISTRICT

By: Richard F. Clarke

Date: 7/10/15

RICHARD F. CLARKE
[Printed Name]

Title: Assistant General Manager, Capital Programs

APPROVED AS TO LEGAL FORM FOR RTD

By: Robert R. Duncan, Esq.
Robert R. Duncan, Esq.

Date: 9 July '15

Contract Control Number: PWADM-201522594-00

Contractor Name: Regional Transportation District

By: SEE PREVIOUS PAGE WITH SIGNATURES

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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 _____



**REGIONAL TRANSPORTATION DISTRICT
REAL PROPERTY
TO BE ACQUIRED
FROM**

PARCEL NO. NM-12 REV2
STA. 244+ TO STA. 255+

WESTERN STOCK SHOW ASSOCIATION
DENVER, CO 80216

FOR

NORTH METRO CORRIDOR COMMUTER RAIL PROJECT

EXHIBIT "A"
PARCEL NO. NM-12 REV2
Date: May 18, 2015
DESCRIPTION



Parcel No. NM-12 REV2 of the RTD North Metro Corridor Commuter Rail Project, being a portion of the Northwest Quarter of Section 23, Township 3 South, Range 68 West of the Sixth Principal Meridian, also lying partially in the following tracts of land: described at Reception No. 9000113400, recorded December 5, 1990; described in Book 648 at Page 557, recorded February 26, 1973, both in the City and County of Denver Clerk and Recorder's Office, in said Northwest Quarter, City and County of Denver, Colorado, being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 23 (a found 3-1/4" aluminum cap in range box stamped "COLO DEPT OF TRANSPORTATION T3S R68W 1/4 S14 S23 1994 PLS 23521") WHENCE the Northwest Corner of said Section 23 (a found 3-1/4" aluminum cap stamped "LAND CORNER PLS 16401 15 14 22 23 T3S R68W 1994 BENCHMARK SURVEYING LTD") bears S89°57'28"W a distance of 2636.50 feet (basis of bearing – assumed); THENCE S57°37'58"W, to the southeasterly right-of-way line of the Burlington Northern Railroad Corridor, a distance of 950.23 feet to the POINT OF BEGINNING;

THENCE S44°35'04"E a distance of 29.71 feet;
THENCE S45°40'44"W a distance of 234.82 feet;
THENCE the following three (3) courses coincident with the northerly, northwesterly and westerly lines of the tract of land described as Lease Parcel 1a at said Reception No. 9500159982:

- 1) S89°59'22"W a distance of 16.28 feet;
- 2) S45°22'54"W a distance of 30.94 feet;
- 3) S00°02'47"W a distance of 15.69 feet;

THENCE S45°40'44"W, tangent with the following described curve, a distance of 108.71 feet;

THENCE along the arc of a curve to the left, having a central angle of 1°34'26", a radius of 5717.98 feet, a chord bearing of S44°53'31"W a distance of 157.07 feet, and an arc distance of 157.08 feet;

THENCE the following two (2) courses coincident with the northerly and westerly lines of the tract of land described as Lease Parcel 2 at said Reception No. 9500159982:

- 1) N89°58'22"W, non-tangent with the last described curve, a distance of 6.34 feet;
- 2) S00°03'45"E, non-tangent with the following described curve, a distance of 6.54 feet;

THENCE along the arc of a curve to the left, having a central angle of 0°51'48", a radius of 5717.98 feet, a chord bearing of S43°34'55"W a distance of 86.16 feet, and an arc distance of 86.16 feet;

THENCE S43°09'02"W, tangent with the last described curve, a distance of 414.05 feet to the northerly right-of-way line of 46th Avenue;

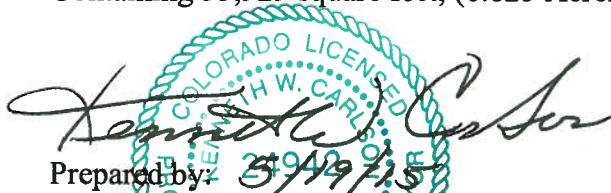
THENCE N89°59'57"W, coincident with said northerly right-of-way line, a distance of 36.99 feet to said easterly right-of-way line of the Burlington Northern Railroad Corridor;

EXHIBIT "A" Continued
NM-12 REV2
May 18, 2015

THENCE the following seven (7) courses coincident with the easterly and southeasterly right-of-way lines of the Burlington Northern Railroad Corridor:

1. N00°35'27"W a distance of 27.26 feet;
2. N44°33'09"E a distance of 287.06 feet;
3. N45°30'28"E a distance of 73.71 feet;
4. S45°26'43"E a distance of 3.94 feet;
5. N48°32'59"E a distance of 6.97 feet;
6. N46°58'18"W a distance of 4.31 feet
7. N45°30'24"E a distance of 702.92 feet to the POINT OF BEGINNING.

Containing 35,929 square feet, (0.825 Acres), more or less.



Prepared by: Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
Ken.Carlson@Jacobs.com

**REGIONAL TRANSPORTATION DISTRICT
REAL PROPERTY
TO BE ACQUIRED
FROM**

PARCEL NO. NM-12A
STA. B249+ TO STA. B250+

Western Stock Show Association
Denver, CO 80216

FOR

NORTH METRO CORRIDOR COMMUTER RAIL PROJECT

EXHIBIT "A"
PARCEL NO. NM-12A
Date: October 16, 2012
DESCRIPTION

Parcel No. NM-12A of the RTD North Metro Corridor Commuter Rail Project, being a portion of the tract of land described as Lease Parcel 2 at Reception No. 9500159982 recorded December 27, 1995 in the City and County of Denver Clerk and Recorder's Office, located in the Northwest Quarter of Section 23, Township 3 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, Colorado, being more particularly described as follows:

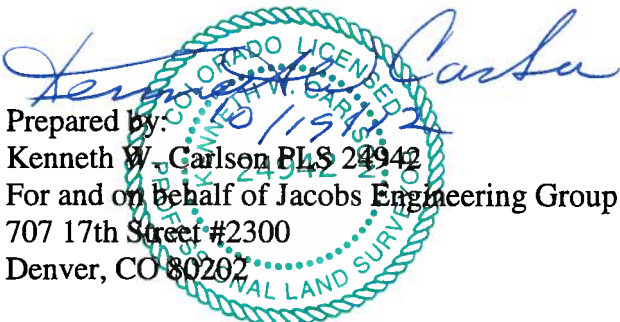
COMMENCING at the North Quarter Corner of said Section 23 (a found 3-1/4" aluminum cap in range box stamped "COLO DEPT OF TRANSPORTATION T3S R68W 1/4 S14 S23 1994 PLS 23521") WHENCE the Northwest Corner of said Section 23 (a found 3-1/4" aluminum cap in range box stamped "LAND CORNER PLS #16401 15 14 22 23 T3S R68W 1994 BENCHMARK SURVEYING LTD") bears S89°57'28"W a distance of 2636.50 feet (basis of bearing – assumed); THENCE S52°01'23"W a distance of 1492.78 feet to the POINT OF BEGINNING;

THENCE along the arc of a curve to the left, having a central angle of 0°05'28", a radius of 5717.98 feet, a chord bearing of S44°03'34"W a distance of 9.10 feet, and an arc distance of 9.10 feet;

THENCE the following two (2) courses coincident with the westerly and northerly lines of said Lease Parcel 2:

- 1) N00°03'45"W non-tangent with the last described curve a distance of 6.54 feet;
- 2) S89°58'22"E a distance of 6.34 feet to the POINT OF BEGINNING.

Containing 21 square feet, more or less.


Prepared by:
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2300
Denver, CO 80202

**REGIONAL TRANSPORTATION DISTRICT
REAL PROPERTY
TO BE ACQUIRED
FROM**

PARCEL NO. NM-12B
STA. B252+ TO STA. B253+

Western Stock Show Association
Denver, CO 80216

FOR

NORTH METRO CORRIDOR COMMUTER RAIL PROJECT

EXHIBIT "A"
PARCEL NO. NM-12B
Date: October 16, 2012
DESCRIPTION


Parcel No. NM-12B of the RTD North Metro Corridor Commuter Rail Project, being a portion a tract of land described as Lease Parcel 1a at Reception No. 9500159982 recorded December 27, 1995 in the City and County of Denver Clerk and Recorder's Office, located in the Northwest Quarter of Section 23, Township 3 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, Colorado, being more particularly described as follows:


COMMENCING at the North Quarter Corner of said Section 23 (a found 3-1/4" aluminum cap in range box stamped "COLO DEPT OF TRANSPORTATION T3S R68W 1/4 S14 S23 1994 PLS 23521") WHENCE the Northwest Corner of said Section 23 (a found 3-1/4" aluminum cap in range box stamped "LAND CORNER PLS #16401 15 14 22 23 T3S R68W 1994 BENCHMARK SURVEYING LTD") bears S89°57'28"W a distance of 2636.50 feet (basis of bearing – assumed); THENCE S53°50'48"W a distance of 1176.24 feet to the POINT OF BEGINNING;

THENCE S45°40'44"W a distance of 53.56 feet;
THENCE the following three (3) courses coincident with the westerly, northwesterly and northerly lines of said Lease Parcel 1a:

- 1) N00°02'47"E a distance of 15.69 feet;
- 2) N45°22'54"E a distance of 30.94 feet;
- 3) N89°59'22"E a distance of 16.28 feet to the POINT OF BEGINNING.

Containing 477 square feet, (0.011 Acres), more or less.


Prepared by: Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2300
Denver, CO 80202



**REGIONAL TRANSPORTATION DISTRICT
REAL PROPERTY
TO BE ACQUIRED
FROM**

PARCEL NO. NM-12C REV2
STA. 262+ TO STA. 275+

Western Stock Show Association
4655 Humboldt Street
Denver, CO 80216

**FOR
NORTH METRO CORRIDOR COMMUTER RAIL PROJECT**

EXHIBIT "A"
PARCEL NO. NM-12C REV2
Date: November 4, 2014
DESCRIPTION

Parcel No. NM-12C REV2 of the RTD North Metro Corridor Commuter Rail Project, being a portion of Parcel 1 as described at Reception No. 9000113400, recorded on November 29, 1990, and a portion of a tract of land described at Reception No. 9800151259, recorded September 10, 1998, all in the City and County of Denver Clerk and Recorder's Office, located in the Southeast and the Southwest Quarters of Section 14, Township 3 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, Colorado, being more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 14 (a found 3-1/4" aluminum cap in range box stamped "COLO DEPT OF TRANSPORTATION T3S R68W 1/4 S14 S23 1994 PLS 23521"); WHENCE the Southeast Corner of said Section 14, same Township and Range (a found 3-1/4" aluminum cap in range box stamped "L.S. 13155") bears N89°50'54"E a distance of 2654.20 feet (basis of bearing – assumed);

THENCE S89°57'28"W coincident with the South Line of the Southwest Quarter of said Section 14 a distance of 210.71 feet to the POINT OF BEGINNING;

THENCE continuing S89°57'28"W coincident with said South Line a distance of 86.38 feet to the southeasterly right of way line of the Burlington Northern Santa Fe Railroad; THENCE the following two (2) courses coincident with said southeasterly right of way line:

- 1) N45°20'38"E a distance of 340.61 feet;
- 2) N45°48'10"E a distance of 873.37 feet to the west right of way line of Brighton Boulevard;

THENCE S00°00'38"E coincident with said west right of way line a distance of 357.35 feet;

THENCE N45°22'00"W a distance of 31.33 feet;

THENCE S89°59'22"W a distance of 224.65 feet;

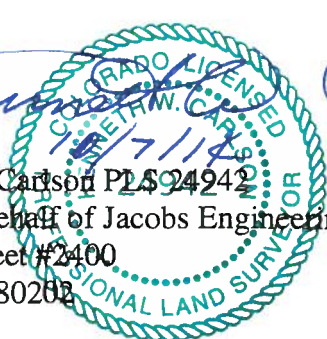
THENCE S45°25'06"W a distance of 464.65 feet;

THENCE S52°58'54"W a distance of 72.00 feet;

THENCE S45°40'44"W a distance of 205.10 feet to the POINT OF BEGINNING.

Containing 107,373 square feet, (2.465 Acres), more or less.

Prepared by:
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202



**REGIONAL TRANSPORTATION DISTRICT
REAL PROPERTY
TO BE ACQUIRED
FROM**

PARCEL NO. NM-12D
STA. 255+ TO STA. 263+

WESTERN STOCK SHOW ASSOCIATION
DENVER, CO 80216

FOR

NORTH METRO CORRIDOR COMMUTER RAIL PROJECT

EXHIBIT "A"
PARCEL NO. NM-12D
Date: May 18, 2015
DESCRIPTION

Parcel No. NM-12D of the RTD North Metro Corridor Commuter Rail Project, being a portion of the Northwest Quarter of Section 23, Township 3 South, Range 68 West of the Sixth Principal Meridian, also lying partially in the following tracts of land: described at Reception No. 9000113400, recorded December 5, 1990; described in Book 54 at Page 616, recorded July 3, 1969; described at Reception No. 9500159982, recorded December 27, 1995; all in the City and County of Denver Clerk and Recorder's Office, in said Northwest Quarter, City and County of Denver, Colorado, being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 23 (a found 3-1/4" aluminum cap in range box stamped "COLO DEPT OF TRANSPORTATION T3S R68W 1/4 S14 S23 1994 PLS 23521"); WHENCE the Northwest Corner of said Section 23 (a found 3-1/4" aluminum cap stamped "LAND CORNER PLS 16401 15 14 22 23 T3S R68W 1994 BENCHMARK SURVEYING LTD") bears S89°57'28"W a distance of 2636.50 feet (basis of bearing – assumed);
THENCE S89°57'28"W coincident with the northerly line of the Northwest Quarter of said Section 23 a distance of 239.36 feet to the POINT OF BEGINNING;

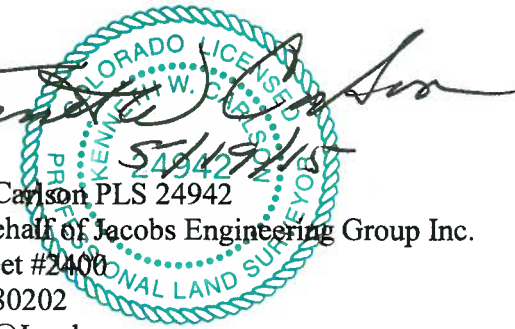
THENCE S45°40'44"W a distance of 702.12 feet;
THENCE N44°35'04"W a distance of 29.87 feet to the southeasterly right-of-way line of the Burlington Northern Railroad Corridor;
THENCE the following nine (9) courses coincident with said southeasterly right-of-way line of the Burlington Northern Railroad Corridor:

- 1) N45°30'24"E a distance of 130.69 feet;
- 2) N45°22'25"E a distance of 163.91 feet;
- 3) N41°21'37"E a distance of 132.23 feet;
- 4) N45°52'22"E a distance of 90.59 feet;
- 5) S44°07'38"E a distance of 5.00 feet;
- 6) N45°52'22"E a distance of 28.23 feet;
- 7) N44°07'38"W a distance of 5.00 feet;
- 8) N45°52'22"E a distance of 114.90 feet;
- 9) N45°20'38"E a distance of 0.75 feet to the northerly line of the Northwest Quarter of Section 23;

THENCE N89°57'28"E coincident with said northerly line a distance of 57.74 feet to the POINT OF BEGINNING.

Containing 23,958 square feet, (0.550 Acres), more or less.

Prepared by:
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202
Ken.Carlson@Jacobs.com



**REGIONAL TRANSPORTATION DISTRICT
PERMANENT EASEMENT
TO BE ACQUIRED
FROM**

PARCEL NO. PE-12C REV1
STA. 255+ TO STA. 256+

WESTERN STOCK SHOW ASSOCIATION
DENVER, CO 80216

FOR

NORTH METRO CORRIDOR COMMUTER RAIL PROJECT

PARCEL NO. PE-12C REV1

Date: May 29, 2015

DESCRIPTION

A Permanent Aerial Easement for construction, operation, and maintenance of a commuter rail, Parcel No. PE-12C REV1 of the RTD North Metro Corridor Commuter Rail Project, being a portion of the Northwest Quarter of Section 23, Township 3 South, Range 68 West of the Sixth Principal Meridian, also lying partially in the following tract of land described at Reception No. 9500159982, recorded December 27, 1995 in the City and County of Denver Clerk and Recorder's Office, City and County of Denver, Colorado, being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 23 (a found 3-1/4" aluminum cap in range box stamped "COLO DEPT OF TRANSPORTATION T3S R68W 1/4 S14 S23 1994 PLS 23521") WHENCE the Northwest Corner of said Section 23 (a found 3-1/4" aluminum cap stamped "LAND CORNER PLS 16401 15 14 22 23 T3S R68W 1994 BENCHMARK SURVEYING LTD") bears S89°57'28"W a distance of 2636.50 feet (basis of bearing - assumed); THENCE S58°23'07"W a distance of 895.56 feet to southeasterly right-of-way line of the Burlington Northern Railroad Corridor also being the POINT OF BEGINNING;

THENCE S44°35'04"E, a distance of 29.87 feet;

THENCE S45°40'44"W, a distance of 56.00 feet;

THENCE N44°35'04"W, to said southeasterly right-of-way line of the Burlington Northern Railroad Corridor, a distance of 29.71 feet;

THENCE N45°30'24"E, coincident with said southeasterly right-of-way line, a distance of 56.00 feet to the POINT OF BEGINNING;

Containing 1,668 square feet, (0.038 Acres), more or less.

And including a Permanent Easement for surface rights for the following described portion of the previously described Aerial parcel;

COMMENCING at the North Quarter Corner of said Section 23 (a found 3-1/4" aluminum cap in range box stamped "COLO DEPT OF TRANSPORTATION T3S R68W 1/4 S14 S23 1994 PLS 23521") WHENCE the Northwest Corner of said Section 23 (a found 3-1/4" aluminum cap stamped "LAND CORNER PLS 16401 15 14 22 23 T3S R68W 1994 BENCHMARK SURVEYING LTD") bears S89°57'28"W a distance of 2636.50 feet (basis of bearing - assumed); THENCE S58°23'07"W, a distance of 895.56 feet, to southeasterly right-of-way line of the Burlington Northern Railroad Corridor;

THENCE S45°30'24"W, coincident with said southeasterly right-of-way line a distance of 25.50 feet to the POINT OF BEGINNING;

THENCE S44°35'04"E, a distance of 29.80 feet;

THENCE S45°40'44"W, a distance of 5.00 feet;

THENCE N44°35'04"W, to said southeasterly right-of-way line of the Burlington Northern Railroad Corridor, a distance of 29.78 feet;

THENCE N45°30'24"E, coincident with said southeasterly right-of-way line, a distance of 5.00 feet to the POINT OF BEGINNING.

Containing 149 square feet, (0.003 Acres), more or less.

Prepared by:

Kenneth W. Carlson PLS 21942

For and on behalf of Jacobs Engineering Group Inc.

707 17th Street #2400

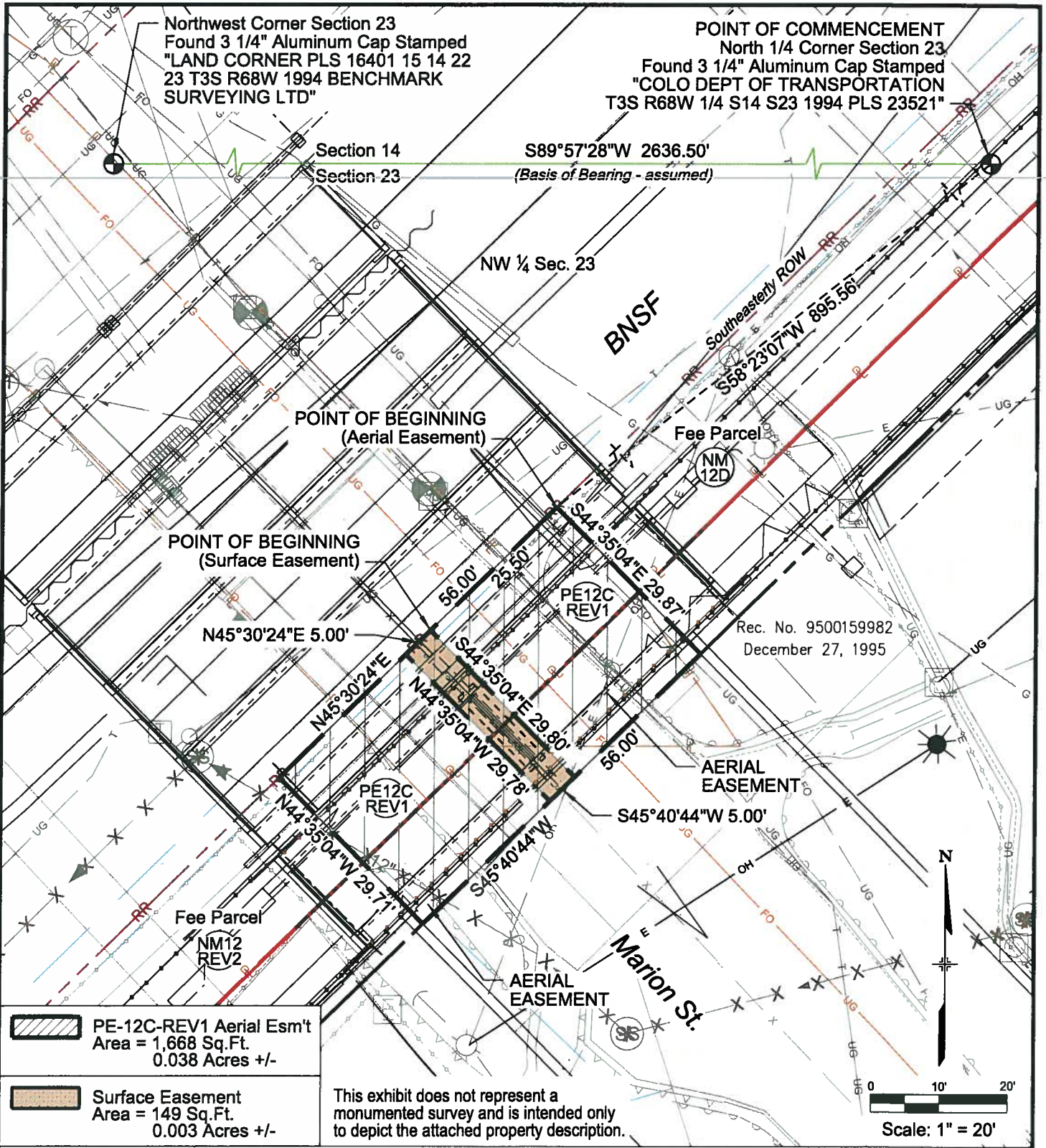
Denver, CO 80202


Ken.Carlson@Jacobs.com


05/31/15

Northwest Corner Section 23
 Found 3 1/4" Aluminum Cap Stamped
 "LAND CORNER PLS 16401 15 14 22
 23 T3S R68W 1994 BENCHMARK
 SURVEYING LTD"

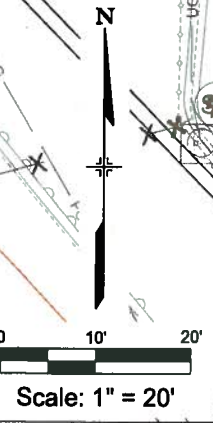
POINT OF COMMENCEMENT
 North 1/4 Corner Section 23
 Found 3 1/4" Aluminum Cap Stamped
 "COLO DEPT OF TRANSPORTATION
 T3S R68W 1/4 S14 S23 1994 PLS 23521"



 PE-12C-REV1 Aerial Esm't
 Area = 1,668 Sq.Ft.
 0.038 Acres +/-

 Surface Easement
 Area = 149 Sq.Ft.
 0.003 Acres +/-

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



6/1/2015 11:16:29 AM K:\072120 Fastracks\NORTH METRO\dgn\Exhibit\PE-12C-REV1\PE-12C-REV1 - Copy.dgn

JACOBS PROJECT NO.	WVXV7415		
CLIENT PROJECT NO.	072120		
REVISION DESCRIPTION			
DRAWN	KRW	DATE	05/29/15
SCALE	1"=20'		

JACOBS
 707 17th Street 2400 Denver, CO. 80202
 (303) 820-5240 Fax (303) 820-4842

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS ENGINEERING GROUP INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF ENGINEERING GROUP INC. SHALL BE AT THE SOLE RISK OF THE USER.

RTD North Metro Corridor Commuter Rail City and County of Denver, Colorado NW 1/4 Sec. 23, T3S, R68W, 6th P.M.		
TITLE: Exhibit "A" Permanent Easement No. PE-12C-REV1		
REVISION:	DRAWING NO. PE-12C-REV1.dgn	SHEET NO.

**REGIONAL TRANSPORTATION DISTRICT
PERMANENT EASEMENT
TO BE ACQUIRED
FROM**

PARCEL NO. PE-12B REV1
STA. 256+ TO STA. 264+

Western Stock Show Association
Denver, CO 80216

FOR

NORTH METRO CORRIDOR COMMUTER RAIL PROJECT

PERMANENT EASEMENT NO. PE-12B REV1

Date: July 25, 2013

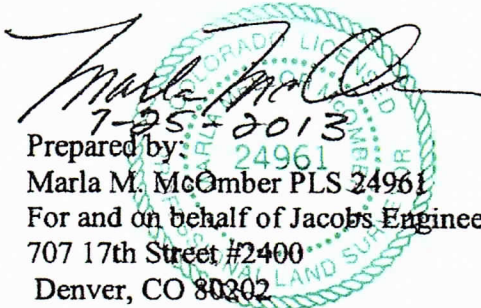
DESCRIPTION

A Permanent Easement for Utilities and Drainage, Parcel No. PE-12B REV1 of the RTD North Metro Corridor Commuter Rail Project, being a portion of the Northwest Quarter of Section 23, Township 3 South, Range 68 West of the Sixth Principal Meridian, also lying partially in a tract of land described at Book 54 at Page 616, recorded July 03, 1969, and also lying partially in a parcel of land described at Reception Number 9000113400, recorded December 5, 1990, both in the City and County of Denver Clerk and Recorder's Office, all in said Northwest Quarter, City and County of Denver, Colorado, being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 23 (a found 3-1/4" aluminum cap in range box stamped "COLO DEPT OF TRANSPORTATION T3S R68W 1/4 S14 S23 1994 PLS 23521") WHENCE the Center-North Sixteenth Corner of Section 23, same Township and Range (a found 3-1/4" aluminum cap in range box") bears S00°00'30"W a distance of 1319.43 feet (basis of bearing – assumed); THENCE S89°57'28"W coincident with the North Line of said Northwest Quarter of Section 23 a distance of 221.86 feet to the POINT OF BEGINNING;

THENCE S44°19'16"E a distance of 12.78 feet;
THENCE S45°40'44"W a distance of 662.13 feet;
THENCE N44°19'16"W a distance of 25.00 feet;
THENCE N45°40'44"E a distance of 649.60 feet to said North Line of the Northwest Quarter of Section 23;
THENCE N89°57'28"E coincident with said North Line a distance of 17.50 feet to the POINT OF BEGINNING.

Containing 16,477 square feet, (0.378 Acres), more or less.


Prepared by: Marla M. McOmber PLS 24961
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2400
Denver, CO 80202

**REGIONAL TRANSPORTATION DISTRICT
PERMANENT EASEMENT
TO BE ACQUIRED
FROM**

PARCEL NO. PE-12
STA. B246+ TO STA. B248+

Western Stock Show Association
Denver, CO 80216

FOR

NORTH METRO CORRIDOR COMMUTER RAIL PROJECT

PERMANENT EASEMENT NO. PE-12

Date: October 16, 2012

DESCRIPTION

A Permanent Easement for Utilities, Parcel No. PE-12 of the RTD North Metro Corridor Commuter Rail Project, being a portion of a tract of land described in Book 5436 at Page 148, recorded November 1, 1940 and a portion of a tract of land described in Book 5410 at Page 175, recorded July 29, 1940, all in the City and County of Denver Clerk and Recorder's Office, located in the Northwest Quarter of Section 23, Township 3 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, Colorado, being more particularly described as follows:

COMMENCING at North Quarter Corner of Section 23 (a found 3 1/4" aluminum cap stamped COLO DEPT OF TRANSPORTATION T3S R68W 1/4 S14 S23 1994 PLS 23521), whence the Northwest Corner of Section 23 (a found 3 1/4" aluminum cap stamped LAND CORNER PLS #16401 15 14 22 23 T3S R68W 1994 BENCH MARK SURVEYING LTD) bears S89°57'28"W a distance of 2636.50 feet (basis of bearing – assumed);


THENCE S49°52'57"W a distance of 1714.94 feet to the POINT OF BEGINNING;

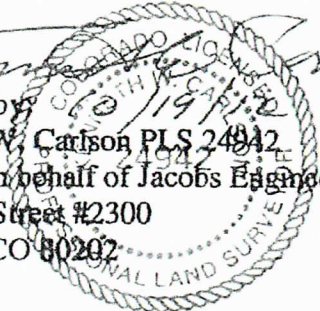
THENCE S43°09'02"W a distance of 112.55 feet;

THENCE N00°01'54"E a distance of 6.16 feet;

THENCE N45°22'54"E a distance of 108.14 feet to the POINT OF BEGINNING.

Containing 237 square feet, (0.005 Acres), more or less.


Prepared by
Kenneth W. Carlson PLS 24842
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2300
Denver, CO 80202



**REGIONAL TRANSPORTATION DISTRICT
PERMANENT EASEMENT
TO BE ACQUIRED
FROM**

PARCEL NO. PE-12A
STA. B252+ TO STA. B254+

Western Stock Show Association
Denver, CO 80216

FOR

NORTH METRO CORRIDOR COMMUTER RAIL PROJECT

PERMANENT EASEMENT NO. PE-12A

Date: October 16, 2012

DESCRIPTION

A Permanent Easement for Utilities, Parcel No. PE-12A of the RTD North Metro Corridor Commuter Rail Project, being a portion of a tract of land described as Lease Parcel 1a at Reception No. 9500159982, recorded December 27, 1995, also being a portion of a tract of land described in Book 648 at Page 557, recorded February 26, 1973, all in the City and County of Denver Clerk and Recorder's Office, located in the Northwest Quarter of Section 23, Township 3 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, Colorado, being more particularly described as follows:

COMMENCING at North Quarter Corner of Section 23 (a found 3 1/4" aluminum cap in range box stamped "COLO DEPT OF TRANSPORTATION T3S R68W 1/4 S14 S23 1994 PLS 23521"), whence the Northwest Corner of Section 23 (a found 3 1/4" aluminum cap in range box stamped "LAND CORNER PLS #16401 15 14 22 23 T3S R68W 1994 BENCH MARK SURVEYING LTD") bears S89°57'28"W a distance of 2636.50 feet (basis of bearing – assumed);

THENCE S52°24'44"W a distance of 1099.50 feet to the POINT OF BEGINNING;

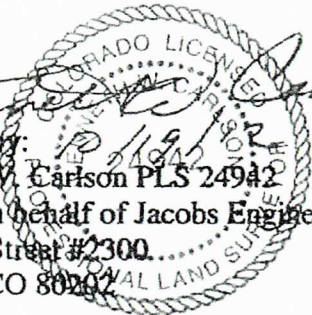
THENCE S45°22'54"W a distance of 107.23 feet;

THENCE N44°37'06"W a distance of 12.00 feet;

THENCE N45°22'54"E a distance of 95.00 feet;

THENCE N89°50'57"E a distance of 17.13 feet to the POINT OF BEGINNING.

Containing 1,213 square feet, (0.028 Acres), more or less.


Prepared by:
Kenneth W. Carlson PLS 24942
For and on behalf of Jacobs Engineering Group Inc.
707 17th Street #2300
Denver, CO 80202



1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

Sheet Revisions		
Date	Description	Initials
06-27-13	Released for RFP	MAH
12-13-13	NTP	MAH
04-23-14	Update	MAH

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



Right of Way Plans				
Title Sheet				
Project Number: 70018				
Project Location: RTD Fastracks North Metro Rail Line				
Project Location: Denver Union Station to Highway 7				
Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
			1A	172

Date	Description	Sheets	Initials
03/28/13	Revised Parcels NM-10 & PE-9	2A, 16-18	JSX
04/01/13	Revised Parcels NM-6 & PE-6	2, 13-15	JSX
04/02/13	Revised Parcels NM-5, PE-5, NM-11	2, 2A, 13, 18	JSX
04/03/13	Revised Parcels NM-4, NM-13, Removed Parcel PE-4, PE-15	2-2B, 9, 10	JSX
04/04/13	Revised Parcel PE-8	2, 16	JSX
04/08/13	Added Parcel PE-6A, PE-14A	2, 15	JSX
05/20/13	Removed Parcel PE-6-REV1, Revised Parcel PE-6A, PE-20	2, 2C, 13-15, 32	MAH
06/04/13	Revised Parcels PE-20A, PE-20C, PE-20D, & PE-20W	2C, 32-34, 36, 39	MWV
06/20/13	Revised Parcels NM-5-REV1 & PE-5-REV1	2, 13, 28	JSX
06/27/13	Released for RFP		
07/15/13	Revised Parcels NM-3, NM-5 & PE-5	2, 10, 149	JSX
07/16/13	Revised Parcels NM-12C & PE-12B	2A, 2B, 22-26, 151	JSX
07/26/13	Revised Parcel NM-12	2A, 21-24, 151	JSX
07/31/13	Added Parcels NM-25R, NM-29R, NM-29AR, NM-30R & NM-32R	2C, 32, 41, 47, 153-155	JSX
08/08/13	Added Parcels NM-3B, NM-3C, NM-3D, NM-3E, NM-3F & Revised Parcels NM-3, NM-3A, NM-14, NM-14A, NM-14B	2, 2B, 10-13, 18-20, 149-151	JSX
08/20/13	Removed Parcel NM-45 & Revised Parcel NM-34	2D, 66, 67, 158, 159	JSX
10/10/13	Added Parcel NM-42A, NM-42B, NM-42C Labels & Rev. NM-42A acreage	2D, 105-108, 165, 166	MAH
10/16/13	Edited Address for Parcels NM-32 & NM-32R	2C	MAH
11/25/13	Revised Parcel NM-32A	2C, 47-50, 155, 156	MAH
11/25/13	Added Parcels PE-25, PE-25A	2C, 32, 153	MAH
11/26/13	Revised Design for 72nd Avenue Station	2C, 47-50, 155, 156	MAH
12/06/13	Revised Ownership of Parcel NM-7	2, 15, 15B, 150	MAH
12/06/13	Removed Parcel NM-37, Added Parcel NM-42D	2D, 66, 67, 158, 159	MAH
12/06/13	Added Parcels NM-34-REV1, NM-35, NM-35A, NM-36, NM-42D Labels	2D, 66, 67, 68, 158, 159	MAH
12/11/13	Added Parcels NM-47, NM-47A, NM-48A	2E, 79, 80, 81, 82, 161	MAH
12/13/13	NTP		
12/23/13	Added Parcel NM-43	2D, 125-127, 168-169	JSX
01/02/14	Added Parcels NM-38 & NM-39	2D, 94-96, 163-164	JSX
01/07/14	Added Parcel PE-32, Revised Parcel NM-32A-REV1	2C, 47- 49, 155, 156	MAH
01/10/14	Removed Parcel NM-37A, Added Parcel NM-42E	2D,2E,106-108,165,166	MAH
01/22/14	Removed Parcel PE-32, Added Parcel NM-32B	2C, 2D, 47, 49, 155	MAH
01/23/14	Added Easement Information	15, 15B, 16, 17	MAH
01/29/14	Updated Parcel NM-7-REV1 Title Information, Updated Parcels NM-8, PE-8-REV1, NM-9, PE-9-REV1 Title Information and Parcel Address	2, 2A	MAH
02/11/14	Added Parcel NM-46 Parent Parcel Information	2E, 81,161	MAH
02/14/14	Added Parcels NM-49, NM-50, NM-51	2E, 163	MAH
03/21/14	Added Parcels NM-40, NM-41, Added Labels for Parcel NM-42E	2D, 2E, 106, 107, 108, 165, 166	MAH
04/18/14	Updated Parcel NM-32 Ownership Color	2C,2D,47,48,49,155,15	MAH
04/22/14	Added Labels for Parcels NM-47, NM-47A, NM-48	2E, 79, 80, 81, 82, 161	MAH
04/22/14	Added Parcel PE-2A	2, 34, 35,153	MAH
04/22/14	Added Parcel PE-33I	2D, 47, 49, 155	MAH
04/22/14	Added Parcels NM-52, NM-53	2E, 41, 154	MAH
04/22/14	Added Parcel NM-54	2E, 67, 68, 159	MAH
04/23/14	Added Parcels NM-55, NM-56, NM-57, NM-57A, NM-58	2E, 65, 65A, 158	MAH
04/22/14	Added Parcel PE-59	2F, 93, 163	MAH
04/22/14	Added Parcel PE-42	2D, 83, 84, 161	MAH
04/23/14	Update	Plan Set	MAH
05/22/14	Added Labels for Parcel NM-38	2D, 95, 96, 163, 164	MAH

Date	Description	Sheets	Initials
06/03/14	Added Labels for Parcel NM-50	2E, 90, 91, 91A, 163	MAH
06/04/14	Removed Parcel NM-24, Added Parcel NM-53	2C, 40, 154	MAH
06/17/14	Revised Parcel NM-35	2D, 66, 67, 68, 158, 159	MAH
07/07/14	Added Labels for Parcel NM-39	2D, 94, 95, 96, 163	WML
07/11/14	Removed Parcel NM-47A, Revised Parcel NM-47	2E, 79, 80, 81, 161	KRW
08/04/14	Revised Ownership of Parcel NM-36	2D, 67, 158, 159	KRW
08/20/14	Updated Design Files	Plan Set	MAH
09/10/14	Revised Parcel NM-41	2D, 106, 107, 108, 165, 166	KRW
09/17/14	Revised Ownership of Parcel NM-36-REV1	2D, 67, 158, 159	MAH
09/25/14	Updated Design Files	Plan Set	MAH
09/30/14	Upload to Plan Set to Aconex RTD-INFML-001560	Plan Set	MAH
10/03/14	Revised Parcel NM-40	2D, 107, 108, 109, 165, 166	MAH
10/06/14	Revised Parcel NM-48	2E, 80, 81, 82, 161	MAH
10/09/14	Added Parcel NM-6A	2, 13, 150	MAH
10/09/14	Added Parcel PE-23	2C, 34, 35, 35A, 153	MAH
10/15/14	Revised Parcel NM-34-REV1	2D, 66, 67, 158, 159	MAH
10/22/14	Revised Parcel NM-12C-REV1	2A, 23, 24, 25, 26, 151, 152	KRW
10/27/14	Updated Design Files	Plan Set	MAH
10/28/14	Removed Parcels PE-42 & PE-59	2E, 2F, 83, 84, 93, 161, 163	MAH
10/30/14	Updated Design Files	Plan Set	MAH
10/31/14	Added Parcel Labels for NM-46	2E, 80, 81, 82, 161	MAH
11/11/14	Added Plat Info Devonshire Square Second Filing	63, 64	SOO
11/07/14	Added Parcels NM-53A & NM-53B	1A, 2E, 2F, 49, 49A, 155	MAH
11/20/14	Updated Design Files	Plan Set	MAH
11/21/14	Added Parcel NM-53 (Previously Submitted as Parcel NM-24)	2E, 40, 154	MAH
11/24/14	Added Parcel Labels for PE-53	2E, 41, 154	MAH
12/05/14	Added Parcel NM-1A	2, 11, 12, 149	MAH
12/12/14	Removed Parcel PE-21, Added Parcel NM-21	2B, 35, 36, 153	MAH
12/12/14	Updated Design Files	Plan Set	MAH
12/15/14	Added Labels for Parcel NM-1D	2, 24-32, 151-153	MAH
12/17/14	Updated Design Files	Plan Set	MAH
01/05/15	Removed Parcel NM-27, Added Parcel PE-27	2C, 37, 154	MAH
01/05/15	Removed Parcel NM-27A, Added Parcel PE-27A	2C, 38, 154	MAH
01/05/15	Removed Parcel NM-27AA, Added Parcel PE-27AA	2C, 38, 39, 154	MAH
01/08/15	Revised Parcel NM-1D, Added Parcel PE-1D	2, 24-32, 151-153	MAH
01/19/15	Removed Parcels PE-8-REV1 & PE-9-REV1	2A, 16, 150	MAH
01/26/15	Revised Parcel NM-1D-REV1, Added Parcel NM-1DA	2, 24-31, 151-153	MAH
02/04/15	Revised Parcel NM-32A-REV2, Added Parcel NM-32C	2D, 47-50, 155, 156	MAH
04/10/15	Updated Design Files	Plan Set	MAH
04/21/15	Added Easement Information	31, 32, 88, 89	MAH
04/23/15	Revised Parcels NM-46 & NM-48-REV1	2E, 80, 81, 82, 161	BPB
04/28/15	Added Easement Information	27, 38	MAH
05/08/15	Added Parcels NM-12D & PE-12C, Revised Parcel NM-12-REV1	2A, 2B, 20-24, 151	BPB
06/04/15	Revised Parcel PE-12C	2B, 22, 151	BPB

6/9/2015 12:45:00 PM K:\072120_Fastracks\NORTH METRO\dgn\ROWPlan_Sheets\NM-VR-PL001TTI-REV.dgn



1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

Sheet Revisions		
Date	Description	Initials
06-27-13	Released for RFP	SOO
07-16-13	Revised NM-12C	JSX
07-26-13	Revised NM-12	SOO
12-13-13	NTP	MAH
01-29-14	Updated Parcels NM-8, PE-8-REV1, NM-9, PE-9-REV1	MAH
	Title Information and Parcel Address	MAH
04-23-14	Update	MAH

Sheet Revisions		
Date	Description	Initials
10-22-14	Revised Parcel NM-12C-REV1	KRW
01-19-15	Removed Parcels PE-8-REV1 & PE-9-REV1	MAH
05-08-15	Revised Parcel NM-12-REV1	MAH

Sheet Revisions		
Date	Description	Initials

JACOBS
707 17th Street, Suite 2400
Denver, Colorado 80202
Phone: 303-820-5240
Fax: 303-820-5298

Right of Way Plans Tabulation of Properties				
Project Number: 70018				
Project Location: RTD Fastracks North Metro Rail Line				
Project Location: Denver Union Station to Highway 7				
Project Code:	Last Mod. Date:	Subset Sheets:	Sheet No.:	Total No. of Sheets:
	05-08-15		2A	172

Parcel Number	ROW Sheet Number	Owner / Address	Parcel Address	State Parcel I.D. Number	Area In Acres (Square Feet)				Bk. & Pg. No. And / Or Rec. No.	Property Release Date	Remarks
					Area of Parcel	Existing ROW	Net Area	Remainder Left			
PE6 REV1		PARCEL REMOVED						N/A	N/A		Parcel Removed
NM 6A	13	Reddy Ice Corp PO Box 311220, New Braunfels, TX 78131	2101 31st St	0222400099000	4.155 (180,986)		0.135 (5,897)	N/A	4.020 (175,089)		03903A2008
PE6A REV1	15, 15B	Reddy Ice Corp PO Box 2250, Universal City, TX 78148	2101 31st St	0222400071000	6.284 (273,716)		0.088 (3,812)				03903A2008
NM-7 REV1	15	Taxi Building III LLC 3455 Ringsby Ct, Denver, CO 80216	2101 31st St	0222400070000	1.898 (82,662)		0.480 (20,900)	N/A	1.418 (61,762)		03892DA2008
NM 8	15, 16	Taxi Building III LLC 3455 Ringsby Ct, Denver, CO 80216	3459 Ringsby Ct	0222400080000	2.340 (101,920)		0.506 (22,049)	N/A	1.834 (79,871)		03896D2008 Parcel B
PE8 REV1		PARCEL REMOVED						N/A	N/A		Parcel Removed
NM 9	16	Ringsby Court LLC 3455 Ringsby Ct, Denver, CO 80216	3457 Ringsby Ct	0222400081000	0.454 (19,772)		0.258 (11,231)	N/A	0.196 (8,541)		03896D2008 Parcel A
PE9 REV1		PARCEL REMOVED						N/A	N/A		Parcel Removed
NM10 REV1	16, 17, 18	Ready Mixed Concrete Company PO Box 2290, Denver, CO 80201	4395 Washington St	0222400078000	6.262 (272,775)		2.342 (102,006)	N/A	3.920 (170,769)		0402CB2008
NM11 REV1	18	KLN Properties LLC 2003 King Way, Denver, CO 80211	4410 Washington St	0222138021000	1.342 (58,476)		0.214 (9,322)	N/A	1.128 (49,154)		
NM12 REV2	20, 21, 22	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	4700 Lafayette	0223200200000	7.410 (322,779)		0.825 (35,929)	N/A	6.585 (286,850)		H0317655
NM12 REV2	20, 21, 22	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	4700 Lafayette	0223200206000				N/A	N/A		H0317655
NM12 REV2	20, 21, 22	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	4700 Lafayette	0223200209000				N/A	N/A		H0317655
NM12 REV2	20, 21, 22	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	4700 Lafayette	0223201037000				N/A	N/A		H0317655
NM 12A	21	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	4655 Humboldt St	0223200203000 0223200204000 0223200220000	3.550 (154,637)		0.000 (21)	N/A	3.549 (154,616)		H0317655
NM 12A	21	City and County of Denver 201 W Colfax Ave, Denver, CO 80202	4655 Humboldt St		see above		see above	N/A	N/A		Improvements Only
NM 12A	21	Aramark Entertainment Services P.O. Box 7548 Philadelphia, PA 19101	4655 Humboldt St		see above		see above	N/A	N/A		Improvements Only
NM 12B	22	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216, also	4655 Humboldt St	0223200203000 0223200204000 0223200220000	5.363 (233,618)		0.011 (477)	N/A	5.352 (233,141)		H0317655
NM 12B	21	City and County of Denver 201 W Colfax Ave, Denver, CO 80202	4655 Humboldt St		see above		see above	N/A	N/A		Improvements Only
NM 12B	21	Aramark Entertainment Services P.O. Box 7548 Philadelphia, PA 19101	4655 Humboldt St		see above		see above	N/A	N/A		Improvements Only
NM12C REV2	23-26	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	1400 E 47th Ave	0214300025000	9.133 (397,817)		2.465 (107,373)	N/A	6.668 (290,444)		H0326210
NM12C REV2	23-26	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	1400 E 47th Ave	0214408002000	see above		see above	N/A	N/A		H0326210
NM12C REV2	23-26	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	1400 E 47th Ave	0214300118000	see above		see above	N/A	N/A		H0326210
NM12C REV2	23-26	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	1400 E 47th Ave	0214400095000	see above		see above	N/A	N/A		H0326210

PRELIMINARY
SUBJECT TO REVISION

5/8/2015 10:11:03 AM K:\072120_Fastracks\NORTH_METRO\dgn\Sheets\NM-VR-PL002TAB.dgn



1560 BROADWAY, SUITE 700
DENVER, COLORADO 80202
(303) 299-6990

Sheet Revisions		
Date	Description	Initials
06-27-13	Released for RFP	SOO
07-16-13	Revised PE-12B	JSX
08-08-13	Added Parcels NM-14A, NM-14B & Revised Parcel NM-14	JSX
12-13-13	NTP	MAH
04-23-14	Update	MAH
12-12-14	Removed Parcel PE-21, Added Parcel NM-21	MAH

Sheet Revisions		
Date	Description	Initials
05-08-15	Added Parcels PE-12C	MAH
06-04-15	Revised Parcel PE-12C	MAH

Sheet Revisions		
Date	Description	Initials

JACOBS
707 17th Street, Suite 2400
Denver, Colorado 80202
Phone: 303-820-5240
Fax: 303-820-5298

Right of Way Plans Tabulation of Properties				
Project Number: 70018				
Project Location: RTD Fastracks North Metro Rail Line				
Project Location: Denver Union Station to Highway 7				
Project Code:	Last Mod. Date:	Subset Sheets:	Sheet No.:	Total No. of Sheets:
	06-04-15		28	172

Parcel Number	ROW Sheet Number	Owner / Address	Parcel Address	State Parcel I.D. Number	Area In Acres (Square Feet)			Bk. & Pg. No. And / Or Rec. No.	Property Release Date	Remarks
					Area of Parcel	Existing ROW	Net Area			
NM 12D	22, 23	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	4700 Lafayette	0223200200000	7.410 (322,779)		0.550 (23,958)	N/A N/A	6.860 (298,821)	H0317655
PE 12	21	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	1101 E. 46th Ave	0223200206000			0.005 (237)	N/A N/A	N/A N/A	H0317655
PE 12A	22	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	4700 Lafayette	0223200203000 0223200204000 0223200220000			0.028 (1,213)	N/A N/A	N/A N/A	H0317655
PE 12A	22	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	4700 Lafayette	0223200209000			see above	N/A N/A	N/A N/A	H0317655
PE12B REV1	22, 23, 24	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	4700 Lafayette	0223200200000			0.378 (16,477)	N/A N/A	N/A N/A	H0326210
PE12B REV1	22, 23, 24	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	4700 Lafayette	0223201037000			see above	N/A N/A	N/A N/A	
PE12C REV1	23	Western Stock Show Association 4655 Humboldt St, Denver, CO 80216	4700 Lafayette	0223200200000	7.410 (322,779)		0.038 (1,668)	N/A N/A	N/A N/A	H0317655
NM13 REV1	9	EJ Holdings LLLP & Howard L. Bellowe 2222 S. Albion St, Denver, CO 80222	2323 Delgany St	0227401012000	3.667 (159,732)		0.086 (3,745)	N/A N/A	3.581 (155,987)	
NM14 REV1	11	Regional Transportation District 1600 Blake St, Denver, CO 80202	1960 31st St	0227300095000	9.304 (405,279)		0.045 (1,950)	N/A N/A	9.259 (403,329)	
PE 14		PARCEL REMOVED						N/A N/A	N/A N/A	Parcel Removed
NM 14A	11, 12, 13	Regional Transportation District 1600 Blake St, Denver, CO 80202			9.304 (405,279)		0.904 (39,366)	N/A N/A	N/A N/A	
PE 14A	15B	Regional Transportation District 1600 Blake St, Denver, CO 80202	2019 31st St		4.830 (210,405)		0.077 (3,348)	N/A N/A	4.753 (207,057)	
PE 14B		PARCEL REMOVED						N/A N/A	N/A N/A	Parcel Removed
PE 15		PARCEL REMOVED						N/A N/A	N/A N/A	Parcel Removed
NM 16		NOT USED						N/A N/A	N/A N/A	
NM 17		NOT USED						N/A N/A	N/A N/A	
NM 18		NOT USED						N/A N/A	N/A N/A	
NM 19		NOT USED						N/A N/A	N/A N/A	
PE20 REV1	32	SUNCOR ENERGY (U.S.A.) INC.	Commerce City CO	0182513202001	0.627 (27,296)		0.000 (9)	N/A N/A	N/A N/A	P/O Lot 1, Block 2, SUNCOR SUBDIVISION FILING NO. 1 Reception Number 2012000007022, 1-31-2012
PE20A REV1	32, 33, 34	SUNCOR ENERGY (U.S.A.) INC.	Commerce City CO	0182513201001	22.526 (981,239)		0.641 (27,910)	N/A N/A	N/A N/A	P/O Lot 2, Block 1, SUNCOR SUBDIVISION FILING NO. 1 Reception Number 2012000007022, 1-31-2012
PE20C REV1	36	SUNCOR ENERGY (U.S.A.) INC.	Commerce City CO	0182512102002	137.990 (6,010,846)		0.050 (2,188)	N/A N/A	N/A N/A	P/O Lot 1, Blk 1, COMOCO SUBDIVISION FILING NO. 1 Reception Number C0316498, 9-11-1997
PE20D REV1	39	SUNCOR ENERGY (U.S.A.) INC.	Commerce City CO	0182512102002 0182512102003	137.990 (6,010,846)		0.003 (137)	N/A N/A	N/A N/A	P/O Lot 1, Blk 1, & Tract A, COMOCO SUBDIVISION FILING NO. 1 Reception Number C0316498, 9-11-1997
PE20W REV1	32, 33	SUNCOR ENERGY (U.S.A.) INC.	Commerce City CO	0182513201001	22.526 (981,239)		0.051 (2,231)	N/A N/A	N/A N/A	P/O Lot 2, Block 1, SUNCOR SUBDIVISION FILING NO. 1 Reception Number 2012000007022, 1-31-2012
PE 20Z	32	SUNCOR ENERGY (U.S.A.) INC.	Commerce City CO	0182513202001	0.627 (27,296)		0.024 (1,067)	N/A N/A	N/A N/A	P/O Lot 1, Block 2, SUNCOR SUBDIVISION FILING NO. 1 Reception Number 2012000007022, 1-31-2012

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PRELIMINARY

Exhibit C
Page 3 of 10

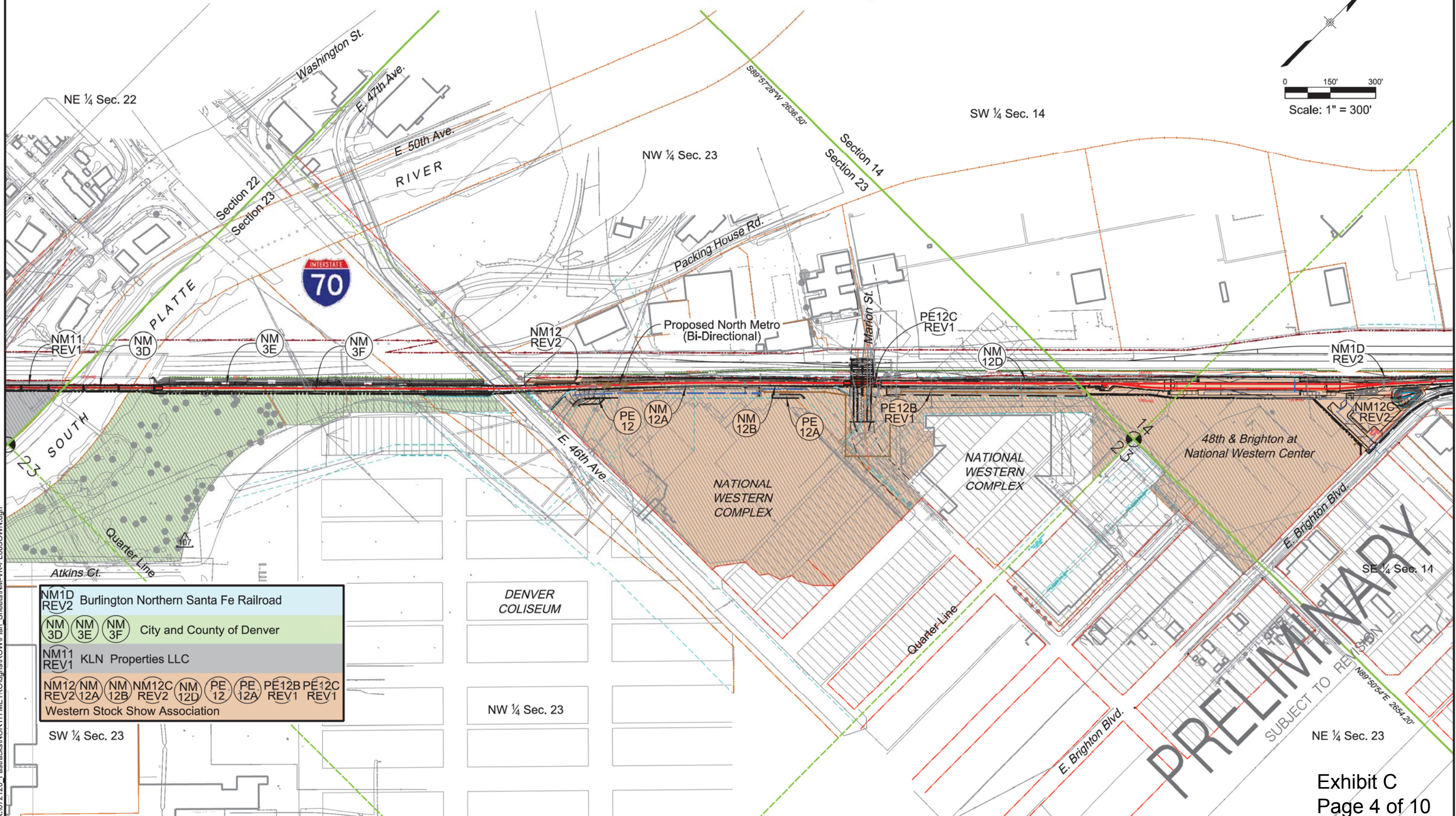
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Date	Description	Initials
04-03-13	Revised Parcel NM-11	JSX
06-27-13	Released for RFP	SOO
07-16-13	Revised Parcel NM-12C & PE-12B	JSX
07-26-13	Revised NM-12	SOO
08-08-13	Added Parcels NM-3D, NM-3E & NM-3F	JSX
12-13-13	NTP	MAH
04-23-14	Update	MAH

Sheet Revisions		
Date	Description	Initials
10-22-14	Revised Parcel NM-12C-REV1	KRW
12-15-14	Added Labels for Parcel NM-1D	MAH
01-08-15	Revised Parcel NM-1D	MAH
01-26-15	Revised Parcel NM-1D-REV1	MAH
05-08-15	Revised Parcel NM-12-REV1	BPB
05-08-15	Added Parcels NM-12D & PE-12C	BPB
06-04-15	Revised Parcel PE-12C	BPB

Sheet Revisions		
Date	Description	Initials

Right of Way Plans Ownership Sheet				
Project Number: 70018				
Project Location: RTD Fastracks North Metro Rail Line				
Project Location: Phase I, Segment I & Segment II				
Project Code:	Last Mod. Date:	Subset Sheets:	Sheet No.:	Total No. of Sheets:
	06-04-15		151	172

Sections 14, 22 & 23, Township 3 South, Range 68 West, 6th P.M.



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Sheet Revisions		
Date	Description	Initials
06-27-13	Released for RFP	SOO
07-26-13	Revised NM-12	SOO
08-08-13	Added Parcel NM-3F	JSX
12-13-13	Added Range Line Information	MAH
12-13-13	NTP	MAH
04-23-14	Update	MAH
05-08-15	Revised Parcel NM-12-REV1	BPB

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

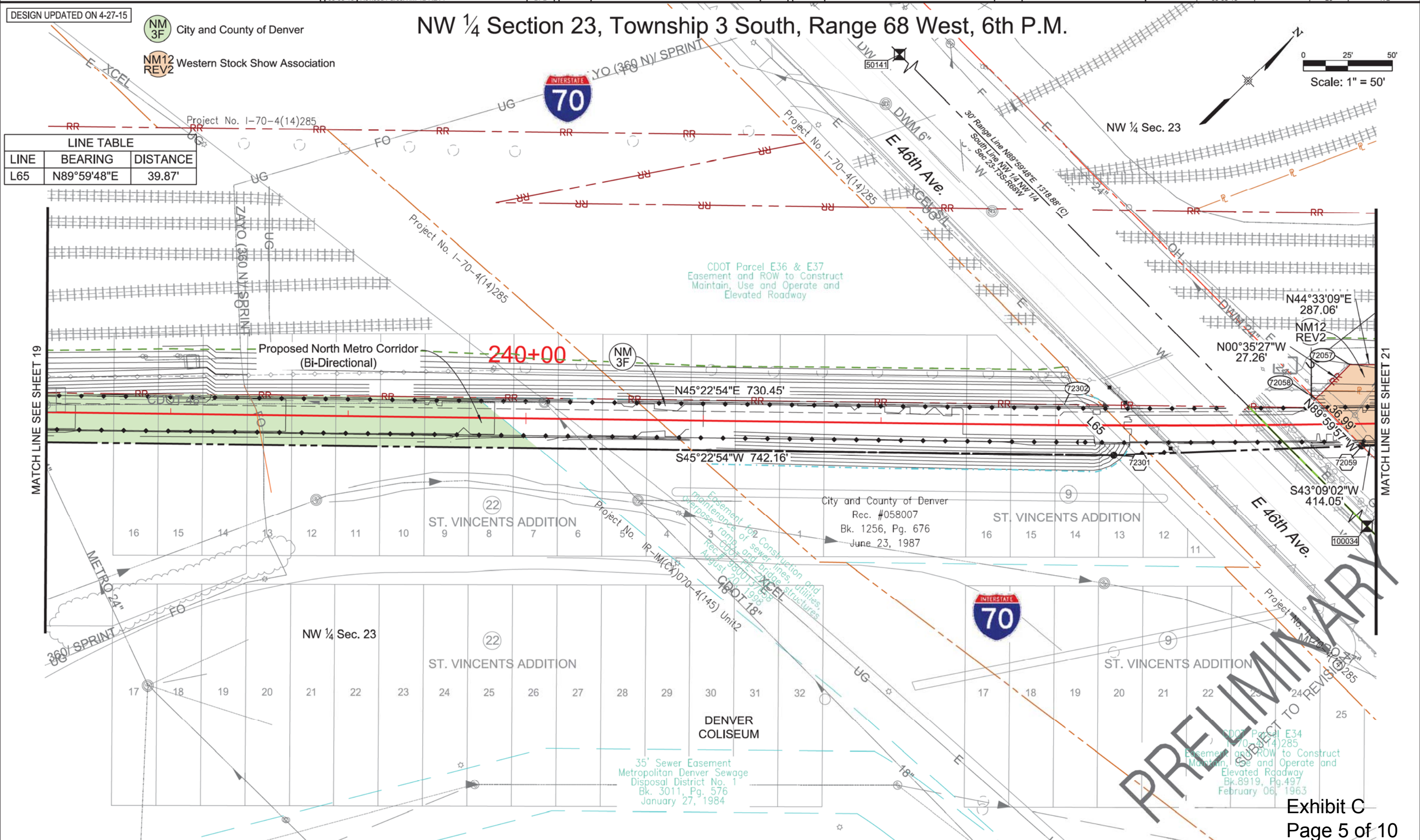
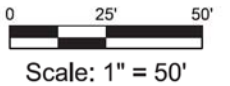
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Plan Sheets				
Project Number: 70018				
Project Location: RTD Fastracks North Metro Rail Line				
Project Location: Phase I, Segment II				
Project Code	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	05-08-15		20	172

NW 1/4 Section 23, Township 3 South, Range 68 West, 6th P.M.

DESIGN UPDATED ON 4-27-15

- NM 3F City and County of Denver
- NM12 REV2 Western Stock Show Association

LINE TABLE		
LINE	BEARING	DISTANCE
L65	N89°59'48"E	39.87'



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Sheet Revisions		
Date	Description	Initials
06-27-13	Released for RFP	SOO
07-26-13	Revised NM-12	SOO
12-13-13	Added Range Line Information	MAH
12-13-13	NTP	MAH
04-23-14	Update	MAH
05-08-15	Revised Parcel NM-12-REV1	BPB

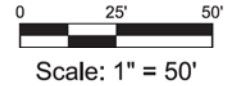
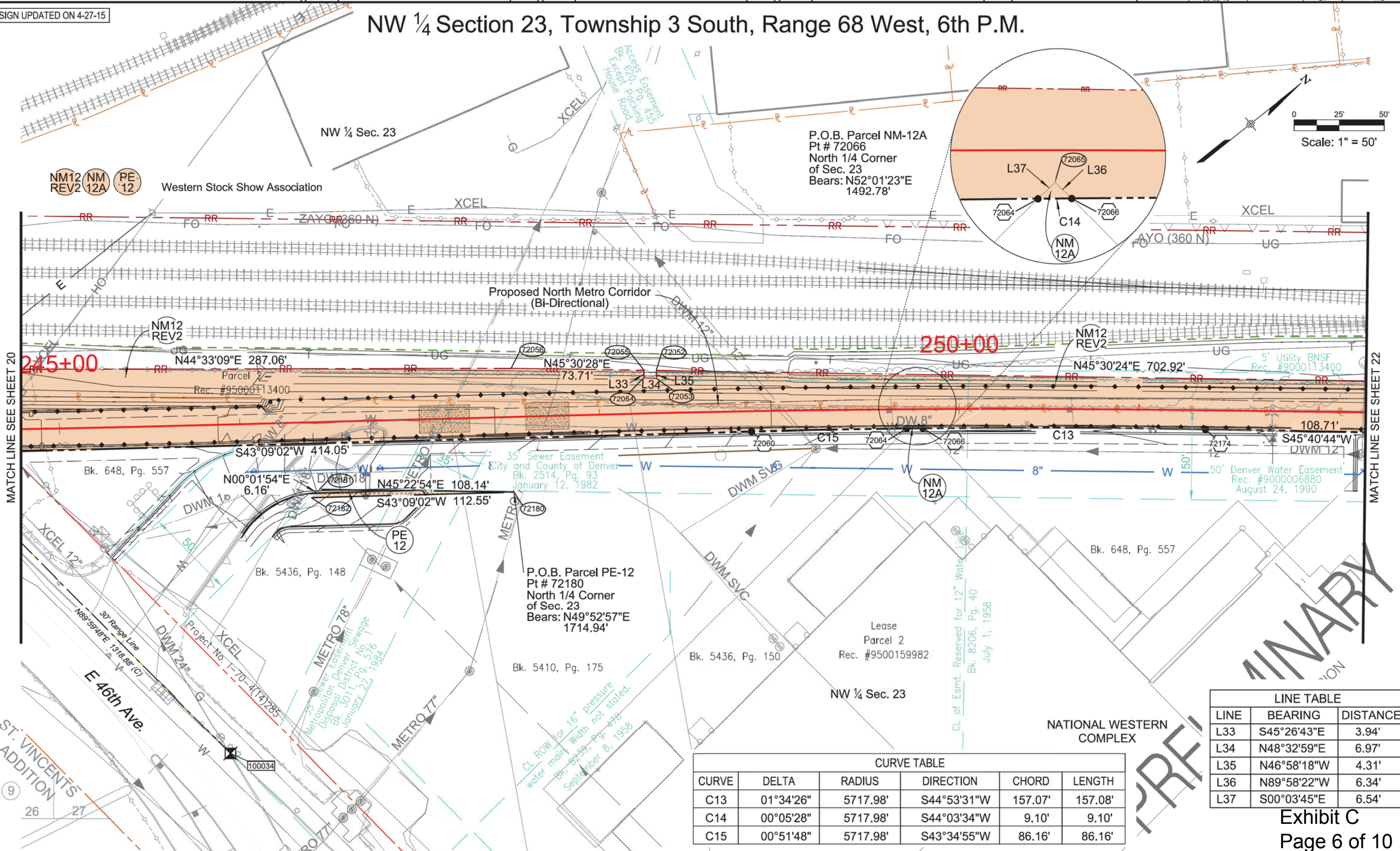
Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Right of Way Plans				
Plan Sheets				
Project Number: 70018				
Project Location: RTD Fastracks North Metro Rail Line				
Project Location: Phase I, Segment II				
Project Code:	Last Mod. Date:	Subset Sheets:	Sheet No.:	Total No. of Sheets:
	05-08-15		21	172

DESIGN UPDATED ON 4-27-15

NW 1/4 Section 23, Township 3 South, Range 68 West, 6th P.M.



CURVE TABLE					
CURVE	DELTA	RADIUS	DIRECTION	CHORD	LENGTH
C13	01°34'26"	5717.98'	S44°53'31"W	157.07'	157.08'
C14	00°05'28"	5717.98'	S44°03'34"W	9.10'	9.10'
C15	00°51'48"	5717.98'	S43°34'55"W	86.16'	86.16'

LINE TABLE		
LINE	BEARING	DISTANCE
L33	S45°26'43"E	3.94'
L34	N48°32'59"E	6.97'
L35	N46°58'18"W	4.31'
L36	N89°58'22"W	6.34'
L37	S00°03'45"E	6.54'

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Sheet Revisions		
Date	Description	Initials
06-27-13	Released for RFP	SOO
07-16-13	Revised PE-12B	JSX
07-26-13	Revised NM-12	SOO
12-13-13	NTP	MAH
04-23-14	Update	MAH
05-08-15	Revised Parcel NM-12-REV1	BPB
05-08-15	Added Parcels NM-12D & PE-12C	BPB

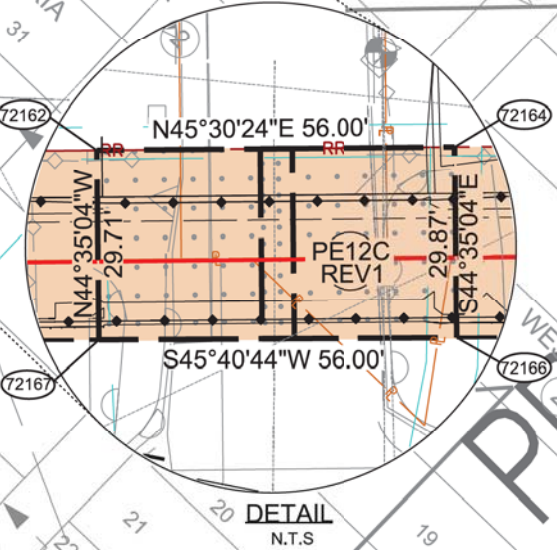
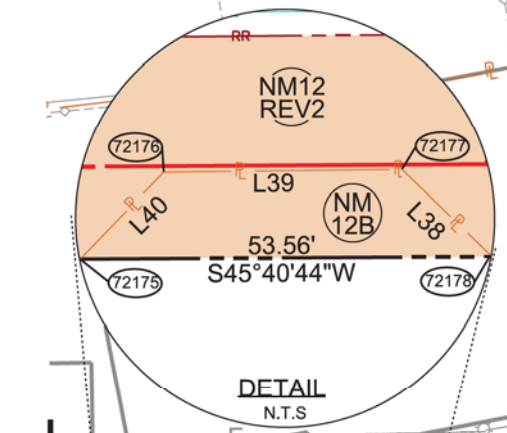
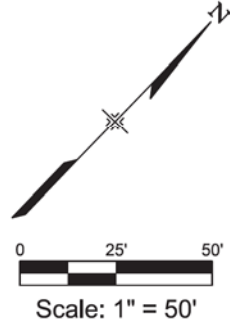
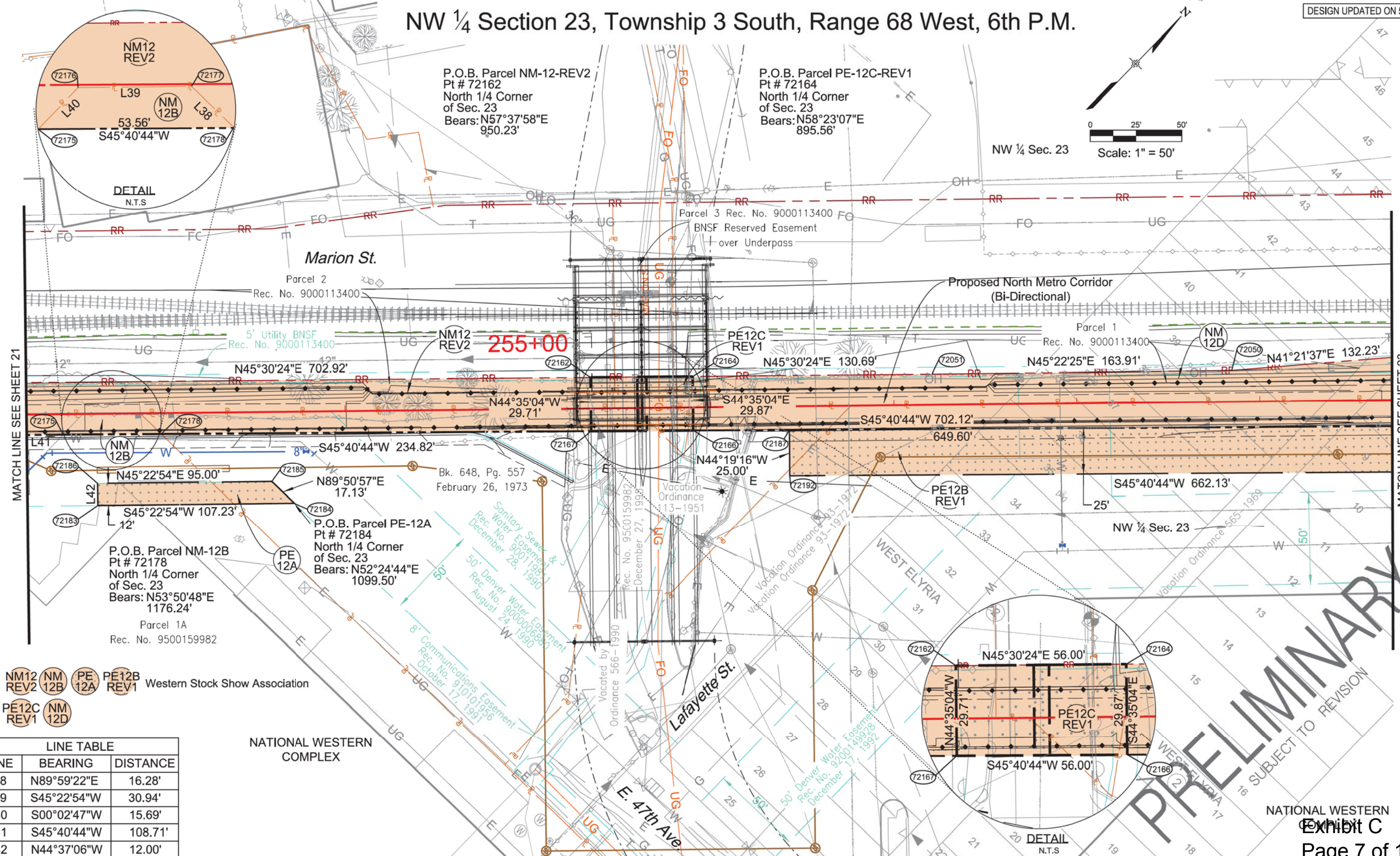
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Date	Description	Initials
06-04-15	Revised Parcel PE-12C	BPB

Sheet Revisions		
Date	Description	Initials

Right of Way Plans				
Plan Sheets				
Project Number: 70018				
Project Location: RTD Fastracks North Metro Rail Line				
Project Location: Phase I, Segment II				
Project Code	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	06-04-15		22	172

NW 1/4 Section 23, Township 3 South, Range 68 West, 6th P.M.

DESIGN UPDATED ON 5-27-15



- NM12 REV2
 - NM 12B
 - PE 12A
 - PE12B REV1
 - PE12C REV1
 - NM 12D
- Western Stock Show Association

LINE TABLE		
LINE	BEARING	DISTANCE
L38	N89°59'22"E	16.28'
L39	S45°22'54"W	30.94'
L40	S00°02'47"W	15.69'
L41	S45°40'44"W	108.71'
L42	N44°37'06"W	12.00'

NATIONAL WESTERN COMPLEX

PRELIMINARY

SUBJECT TO REVISION

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Sheet Revisions		
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06-27-13	Released for RFP	SOO
07-16-13	Revised NM-12C & PE-12B	JSX
07-26-13	Revised NM-12	SOO
12-13-13	NTP	MAH
04-23-14	Update	MAH
10-22-14	Revised Parcel NM-12C-REV1	KRW
05-08-15	Added Parcel NM-12D	BPB

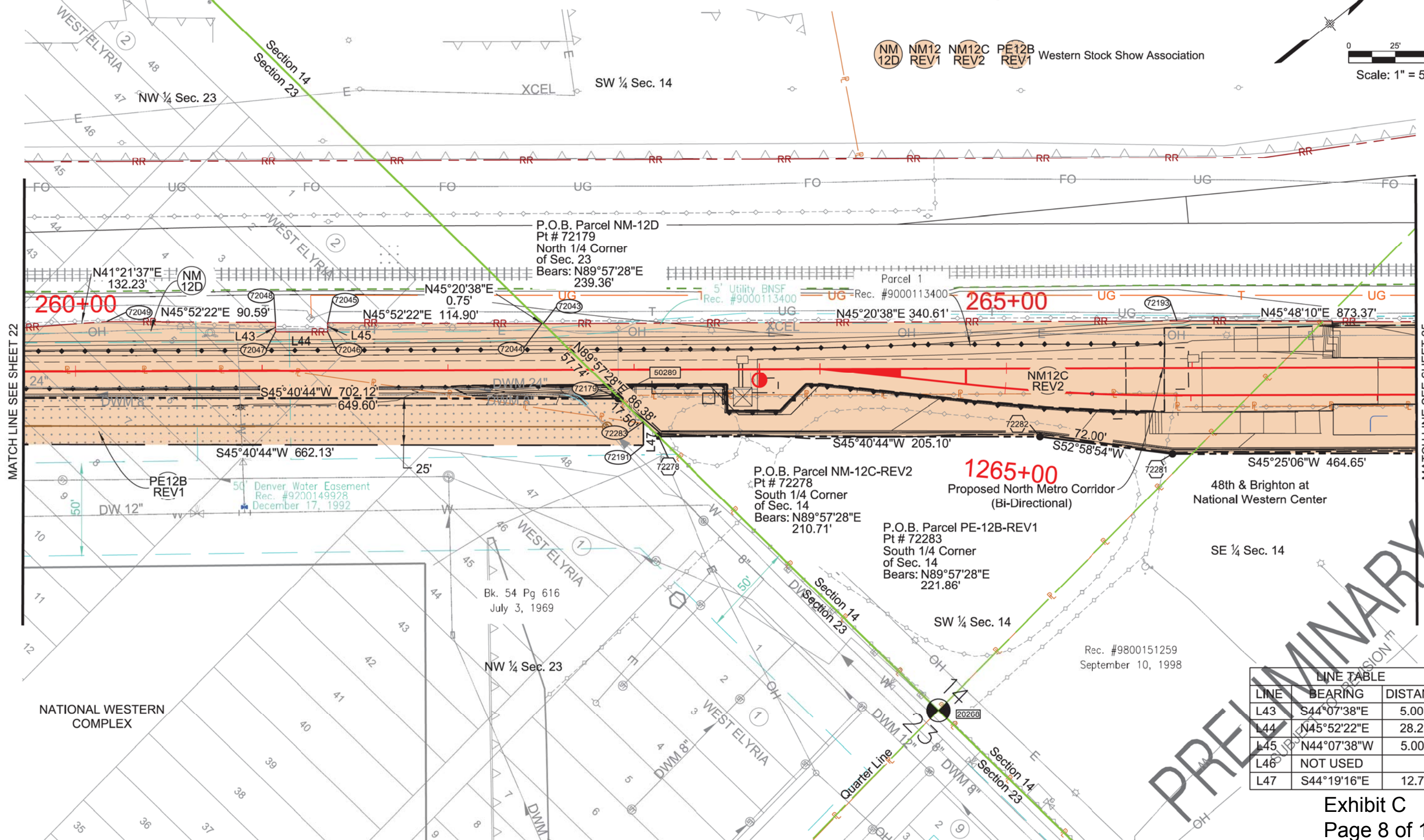
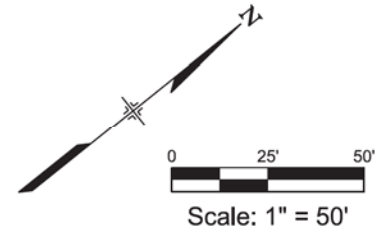
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Sheet Revisions		
Date	Description	Initials

Right of Way Plans				
Plan Sheets				
Project Number: 70018				
Project Location: RTD Fastracks North Metro Rail Line				
Project Location: Phase I, Segment II				
Project Code	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	05-08-15		23	172

DESIGN UPDATED ON 4-27-15

South 1/2 Section 14 & NW 1/4 Section 23, Township 3 South, Range 68 West, 6th P.M.



MATCH LINE SEE SHEET 25

LINE TABLE		
LINE	BEARING	DISTANCE
L43	S44°07'38"E	5.00'
L44	N45°52'22"E	28.23'
L45	N44°07'38"W	5.00'
L46	NOT USED	
L47	S44°19'16"E	12.78'

PRELIMINARY

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Sheet Revisions		
Date	Description	Initials
06-27-13	Released for RFP	SOO
07-16-13	Revised NM-12C & PE-12B	JSX
07-26-13	Revised NM-12	JSX
12-13-13	Added Range Line Information	MAH
12-13-13	NTP	MAH
04-23-14	Update	MAH
10-22-14	Revised Parcel NM-12C-REV1	KRW

Sheet Revisions		
Date	Description	Initials
12-15-14	Added Labels for Parcel NM-1D	MAH
01-08-15	Revised Parcel NM-1D	MAH
01-26-15	Revised Parcel NM-1D-REV1	MAH
05-08-15	Added Parcel NM-12D	BPB

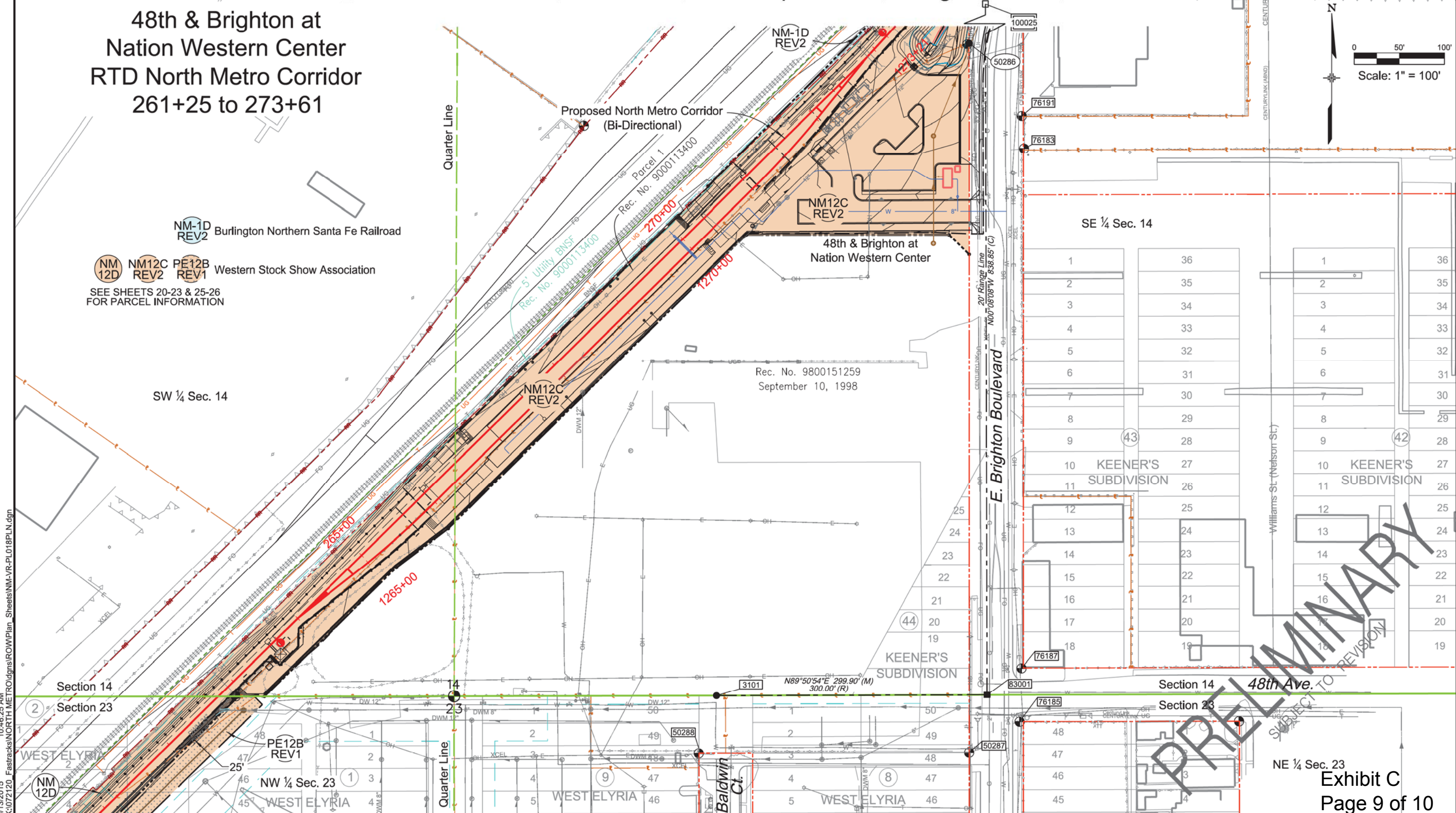
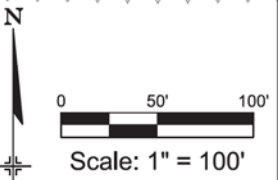
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Right of Way Plans				
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Project Number: 70018				
Project Location: RTD Fastracks North Metro Rail Line				
Project Location: Phase I, Segment I				
Project Code	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	05-08-15		24	172

DESIGN UPDATED ON 4-27-15

S 1/2 Section 14 & NW 1/4 Section 23, Township 3 South, Range 68 West, 6th P.M.

48th & Brighton at
Nation Western Center
RTD North Metro Corridor
261+25 to 273+61

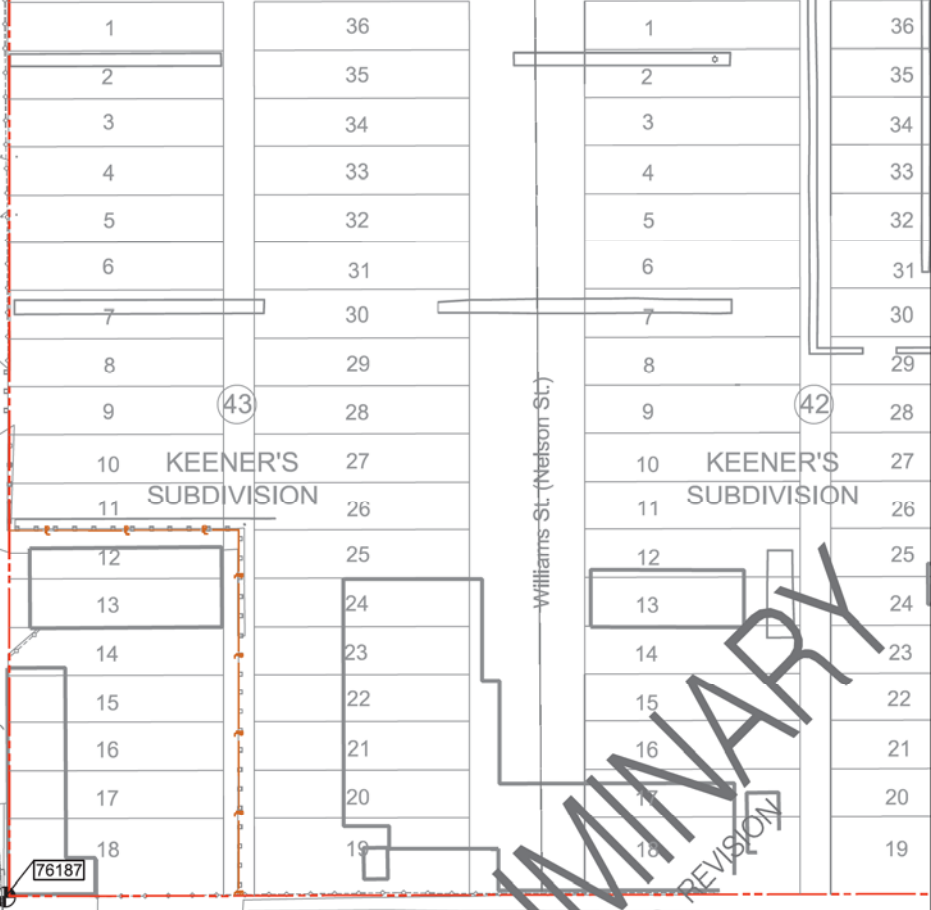


NM-1D REV2 Burlington Northern Santa Fe Railroad

NM 12D, NM12C REV2, PE12B REV1 Western Stock Show Association
SEE SHEETS 20-23 & 25-26 FOR PARCEL INFORMATION

Rec. No. 9800151259
September 10, 1998

SE 1/4 Sec. 14



PRELIMINARY

SUBJECT TO REVISION

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Sheet Revisions		
Date	Description	Initials
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07-16-13	Revised NM-12C	JSX
12-13-13	Added Range Line Information	MAH
12-13-13	NTP	MAH
04-23-14	Update	MAH
10-22-14	Revised Parcel NM-12C-REV1	KRW
12-15-14	Added Labels for Parcel NM-1D	MAH

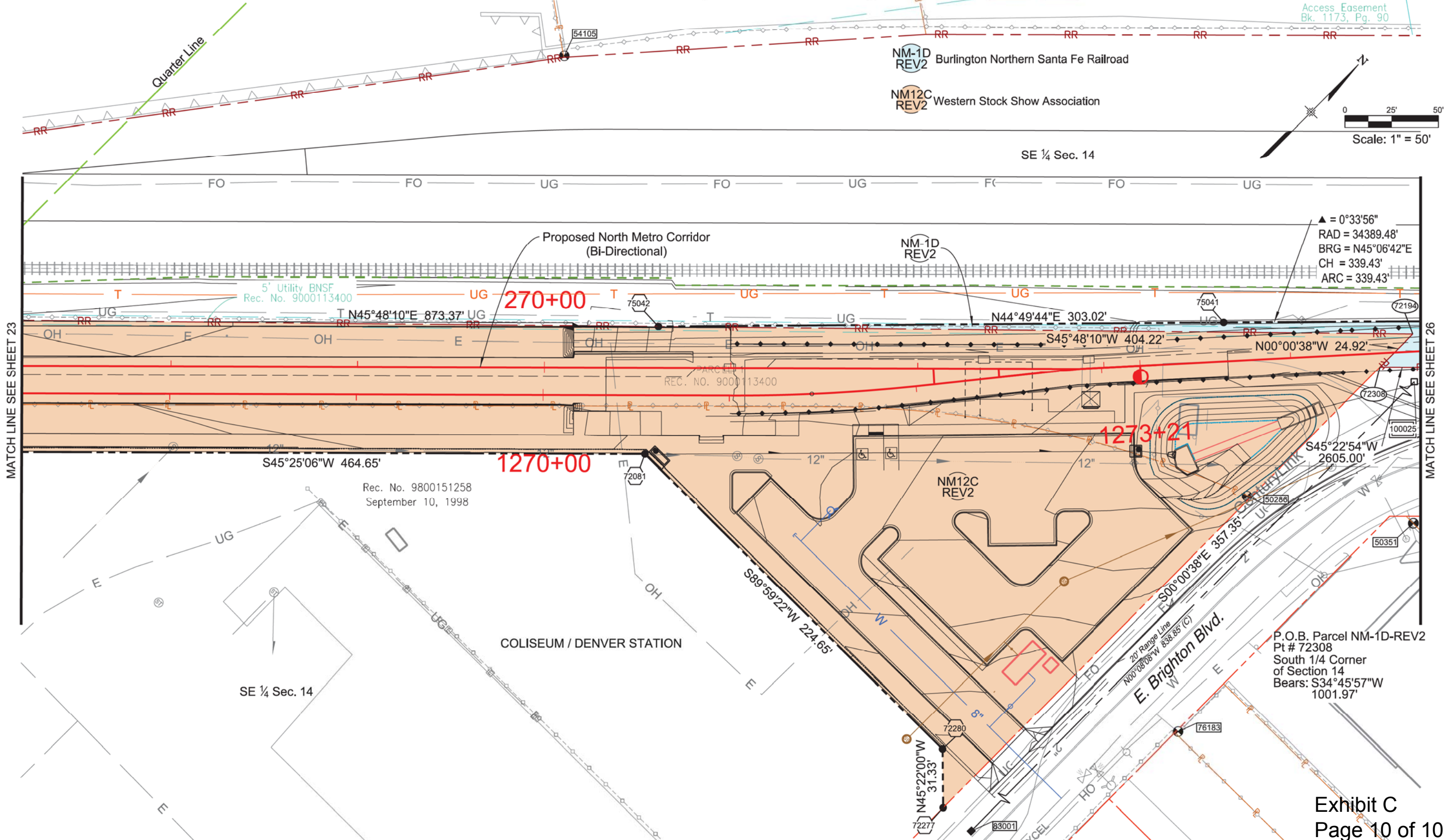
Sheet Revisions		
Date	Description	Initials
01-08-15	Revised Parcel NM-1D	MAH
01-26-15	Revised Parcel NM-1D-REV1	MAH

Sheet Revisions		
Date	Description	Initials

Right of Way Plans Plan Sheets				
Project Number: 70018				
Project Location: RTD Fastracks North Metro Rail Line				
Project Location: Phase I, Segment I				
Project Code	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
	01-26-15		25	172

DESIGN UPDATED ON 12-17-14

SE ¼ Section 14, Township 3 South, Range 68 West, 6th P.M.



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NOTES:

SURVEYING

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SECTION 18-4-508.
- ALL STATIONS AND OFFSETS SHOWN ON THE PLANS ARE TO THE CONTROL LINES UNLESS OTHERWISE NOTED. THE USE OF CONTROL MONUMENTS FOR CONSTRUCTION STAKING OTHER THAN THOSE SHOWN ON THE PLANS OR APPROVED BY THE PW DEPT IS PROHIBITED, AND USE OF SUCH MONUMENTS IS AT THE CONTRACTOR'S SOLE RISK.
- PROPOSED FINISHED GROUND ELEVATIONS FOR ITEMS TO BE ADJUSTED, RESET OR MODIFIED SHALL BE FIELD VERIFIED BY THE CONTRACTOR.

GENERAL

- PROPOSED FINISHED GROUND ELEVATIONS FOR ITEMS TO BE ADJUSTED, RESET, OR MODIFIED SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
- THE CONTRACTOR SHOULD REMOVE MATERIALS AND EQUIPMENT FROM THE ROADWAY ROW AT THE CLOSE OF DAILY OPERATIONS. THE TRAFFIC CONTROL PLAN (TCP) MUST INCLUDE PROTECTIVE MEASURES WHERE MATERIALS AND EQUIPMENT MAY BE STORED IN THE ROW, BUT ENSURE FIVE FEET OF PEDESTRIAN CLEARANCE ON SIDEWALKS. THE CONTRACTOR SHALL NOT STOCKPILE MATERIAL IN THE CLEAR ZONE OF THE TRAVELED WAY.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PROJECT PERMITS ASSOCIATED WITH CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR BEING AWARE OF, NOTIFYING, COORDINATING AND SCHEDULING ALL INSPECTIONS REQUIRED FOR FINAL APPROVALS AND PROJECT ACCEPTANCE. ALL WORK, INCLUDING CORRECTION WORK, IS SUBJECT TO NOTIFICATION AND INSPECTION REQUIREMENTS.
- IF ANY OF THE CONTRACTOR'S OPERATIONS DESTROY OR DAMAGE ANY PROPERTY, PUBLIC OR PRIVATE, THE CONTRACTOR SHALL PROMPTLY REPAIR OR REPLACE SUCH PROPERTY, TO THE SATISFACTION OF THE OWNER, BEFORE THE OWNER WILL ACCEPT OR PAY FOR THE WORK PERFORMED UNDER THE CONTRACT. IF THE CONTRACTOR FAILS TO REPAIR OR REPLACE SUCH PROPERTY, THE OWNER, MAY UNDERTAKE SUCH REPAIR OR REPLACEMENT AND DEDUCT THE COST OF THE SAME FROM AMOUNTS PAYABLE TO THE CONTRACTOR UNDER THE CONTRACT. REPAIR DAMAGED PROPERTY TO CONDITION EQUAL OR BETTER THAN EXISTING.
- PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, ALL STORM DRAIN INLETS, LATERALS, MAINS AND OTHER STORM RUNOFF APPURTENANCES WITHIN THE PROJECT LIMITS SHALL BE CLEARED OF SEDIMENT AND DEBRIS IN ACCORDANCE WITH DENVER WASTEWATER MANAGEMENT DEPARTMENT STANDARDS. AFTER CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ANY SEDIMENT OR DEBRIS FROM THE STORM SEWER SYSTEM AT NO COST TO THE CITY.
- PRIOR TO FINAL ACCEPTANCE, ALL DISTURBED PORTIONS OF ROADWAY ROW SHALL BE CLEANED UP AND RESTORED TO THEIR ORIGINAL CONDITION, SUBJECT TO OWNER AND CITY APPROVAL.
- NO WORK SHALL BE PERMITTED ON HOLIDAYS WITHOUT PRIOR AUTHORIZATION OR UNLESS OTHERWISE SPECIFIED. THE CITY MAY RESTRICT WORK IN THE ROW DURING ADVERSE WEATHER CONDITIONS OR DURING PERIODS OF HIGH TRAFFIC VOLUME.
- NO CLEATED OR TRACKED EQUIPMENT MAY WORK IN OR MOVE OVER PAVED SURFACES WITHOUT MATS.
- PROTECTION AND REPLACEMENT OF STREET IMPROVEMENTS ARE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THESE IMPROVEMENTS ARE FULLY COMPLETED AND ACCEPTED BY THE OWNER AND THE CITY.

PROJECT PLANS, SPECIFICATIONS, PERMITS

- ALL MATERIAL, EQUIPMENT, INSTALLATION AND CONSTRUCTION WITHIN THE CITY OF DENVER ROW SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING STANDARD REFERENCES AS APPLICABLE:
 - CITY AND COUNTY OF DENVER, STANDARDS AND DETAILS FOR ENGINEERING DIVISION
 - STORM DRAINAGE AND SANITARY SEWER CONSTRUCTION DETAIL AND TECHNICAL SPECIFICATIONS
 - DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS FOR CONSTRUCTION GENERAL CONTRACT CONDITIONS
 - WASTEWATER MANAGEMENT DIVISION STANDARD DETAILS
 - TRAFFIC STANDARD DRAWINGS AND TRAFFIC ENGINEERING SERVICES PROJECT SPECIALS
 - COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND STANDARD PLANS. (M&S STANDARDS)
 - FEDERAL HIGHWAY ADMINISTRATION (FHWA), MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR STREETS AND HIGHWAYS AND THE COLORADO SUPPLEMENT THERETO
 - AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIALS (AASHTO) ROADSIDE DESIGN GUIDE
- THE CONTRACTOR SHALL HAVE ONSITE AT ALL TIMES, ONE COPY OF THE APPROVED PLANS, ONE COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND COPIES OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB.

UTILITIES

- THE TYPE, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS, UNLESS OTHERWISE NOTED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. RESPONSIBILITIES FOR THE RELOCATION OF UTILITY LINES ARE AS NOTED IN THE PROJECT SPECIAL PROVISIONS. THE CONTRACTOR SHALL COOPERATE WITH COMPANIES TRYING TO COORDINATE THE RELOCATION EFFORT. LINES NOT RELOCATED SHALL BE PROTECTED BY THE CONTRACTOR IN PLACE. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 1-800-922-1987, AT LEAST 3 WORKING DAYS PRIOR TO BEGINNING EXCAVATION OR GRADING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES DURING CONSTRUCTION. DAMAGED UTILITIES SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR IS REQUIRED TO RESET, ADJUST OR REPLACE ANY UTILITIES THAT ARE IMPACTED BY CONSTRUCTION AND ARE DESIGNED TO REMAIN WITHIN THE PROJECT LIMITS.
- LOCATIONS FOR POTHOLING SHALL BE AS APPROVED BY THE OWNER.

REMOVALS, EXISTING ITEMS, SAW CUTTING

- ALL ITEMS TO BE REMOVED AND NOT RESET OR NOTED TO BE RETURNED TO THE OWNER SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY.
- WHERE IT IS REQUIRED TO REMOVE EXISTING CONCRETE OR ASPHALT, CUTTING SHALL BE DONE TO A NEAT WORK LINE TO FULL DEPTH USING A SAW, CUTTING WHEEL, OR OTHER METHOD APPROVED BY THE OWNER. THIS WILL NOT BE PAID SEPARATELY, BUT SHALL BE INCLUDED IN THE WORK.
- REMOVAL OF EXISTING CURB AND GUTTER, SIDEWALK, DRIVEWAYS, CURB CUTS, AND OTHER CONCRETE ITEMS THAT ARE ATTACHED OR ADJACENT TO OTHER CONCRETE ITEMS SHALL BE REMOVED TO THE NEAREST JOINT, AS NEEDED TO AVOID DAMAGING THE REMAINING CONCRETE ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ADJACENT SIDEWALK DURING CURB AND GUTTER REMOVAL AND SHALL REPLACE DAMAGED SECTIONS AT NO ADDITIONAL COST TO THE PROJECT.
- THE CONTRACTOR IS REQUIRED TO RESET, ADJUST, OR REPLACE ANY UTILITIES, LANDSCAPING, SPRINKLER SYSTEMS, SIGNS, SIDEWALKS, ETC. THAT ARE IMPACTED BY CONSTRUCTION AND ARE NOT DESIGNATED TO BE REMOVED.
- THE CONTRACTOR SHALL USE AGGREGATE BASE COURSE OR ASPHALT MILLINGS TO FILL AREA LEFT BY REMOVAL OF DRIVEWAY OR CURB RAMP PRIOR TO PLACEMENT OF NEW SIDEWALK, DRIVEWAY OR CURB RAMP.

PAVEMENT

- A TACK COAT IS REQUIRED PRIOR TO THE PLACEMENT OF SUBSEQUENT LIFTS OF HMA.
- WHERE NEW CONSTRUCTION IS TO ABUT EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE REMOVED TO A NEAT VERTICAL LINE TO CREATE A CLEAN CONSTRUCTION JOINT.
- PATCH ASPHALT PAVEMENT AS NECESSARY TO JOIN NEW GUTTERS WITH EXISTING PAVEMENT.
- WHEN AN EXISTING ASPHALT STREET IS CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE EXISTING STREET CONDITION SHALL BE DOCUMENTED BEFORE ANY CUTS ARE MADE. PATCHING SHALL BE DONE IN CONFORMANCE WITH THE PROJECT STANDARDS. THE FINISHED PATCH SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE. ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY-DOWN MACHINE.

EARTHWORK AND EXCAVATIONS

- THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND TOES OF SLOPE AS SHOWN ON THE PLANS AND CROSS SECTION. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS AT THE EXPENSE OF THE CONTRACTOR.
- WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. COST FOR DUST PALLIATIVE SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED INCIDENTAL TO THE WORK.
- THE DEPTH OF RECONDITIONING AND FOR THE BASES OF CUTS AND FILLS SHALL BE 6 INCHES. THE PROJECT SPECIFIED MOISTURE DENSITY CONTROL SHALL BE APPLIED FOR THE SPECIFIED DEPTH. THE EXCAVATION REQUIRED FOR COMPACTION OF BASES OF CUTS AND FILLS WILL BE CONSIDERED SUBSIDIARY TO THAT OPERATION AND WILL NOT BE PAID FOR SEPARATELY.
- MOISTURE DENSITY CONTROL SHALL BE APPLIED FULL DEPTH FOR ALL EMBANKMENTS.
- DURING EACH PHASE OF CONSTRUCTION, THE CONTRACTOR SHALL SHAPE TO DRAIN AND COMPACT THE WORK AREA TO A UNIFORM CROSS-SECTION. ELIMINATE ALL RUTS AND LOW SPOTS THAT COULD HOLD WATER. AREAS AND FACILITIES SUBJECT TO FLOODING, REGARDLESS OF THE SOURCE OF WATER, SHALL BE PROMPTLY DEWATERED AND RESTORED AT NO ADDITIONAL COST TO THE CITY.
- ALL WORK SHALL BE PROPERLY BACKFILLED PRIOR TO THE END OF THE WORKDAY. NO OPEN HOLES ARE ALLOWED OVERNIGHT.
- WHERE CONSISTENT WITH SAFETY AND SPACE CONSIDERATIONS, EXCAVATED MATERIAL IS TO BE PLACED ON THE UPHILL SIDE OF TRENCHES.
- MATERIAL REMOVED FROM ANY PORTION OF THE ROADWAY PRISM MUST BE REPLACED IN LIKE KIND WITH EQUAL OR BETTER COMPACTION. NO SEGREGATION OF MATERIALS WILL BE PERMITTED.

CONCRETE

- IF CONCRETE REPLACEMENT IS NECESSARY, THE ENTIRE AFFECTED SLAB OR PANEL MUST BE REPLACED.
- THE CONTRACTOR SHALL SELECT AND USE A BOXOUT AT CATCH BASINS, MANHOLES, AND OTHER ROADWAY APPURTENANCES OF SIMILAR AND LARGER SIZE. SEE CCD STD DWG NO. 11.5.
- SIDEWALK SHALL BE CLASS P CONCRETE. THE USE OF 3/4 IN (#67) TOP SIZE AGGREGATE IS ALLOWED.
- BENDER BOARDS (TWO INCH MINIMUM THICKNESS) SHALL BE USED ON ALL CURVES OF LESS THAN 75 FOOT RADIUS.
- CURB AND GUTTER ANGLE BREAKS SHALL BE SMOOTHED WITH A 2 FT. RADIUS UNLESS OTHERWISE SHOWN ON THE PLANS.
- PROVIDE A 2 FT. CURB AND GUTTER TRANSITION AT EACH END OF INLETS.
- THE CONTRACTOR SHALL INSTALL 1/2 IN EXPANSION JOINT MATERIAL BETWEEN THE CURB, CURB AND GUTTER AND THE SIDEWALK, AND AROUND INLET STRUCTURES OR BLOCKOUTS OR AS DIRECTED BY THE PROJECT MANAGER.
- CURB RAMPS SHALL BE CONSTRUCTED USING TRUNCATED DOMES AS SHOWN IN THE CITY AND COUNTY OF DENVER STANDARD DETAILS. TRUNCATED DOMES AND GROOVES SHALL NOT BE PAID SEPARATELY, BUT INCLUDED IN THE COST OF THE CONCRETE CURB RAMP.

TRAFFIC

- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT, INCLUDING PROPER TRAFFIC CONTROL DEVICES AND PERSONNEL. A TRAFFIC CONTROL PLAN (TCP) IS SUBJECT TO CITY APPROVAL PRIOR TO COMMENCING WORK ON ROADWAY ROW. A COPY OF APPROVED TCPS MUST BE AVAILABLE ON SITE DURING WORK. TRAFFIC CONTROL IS TO BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL PAVEMENT MARKINGS MUST BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
- COORDINATE ALL TRAFFIC SIGNAL EQUIPMENT RELOCATIONS WITH PUBLIC WORKS TRAFFIC ENGINEERING SERVICES (TES).

LANDSCAPING

- THE CONTRACTOR SHALL NOT SPRAY, CUT OR TRIM TREES OR OTHER LANDSCAPING WITHIN THE ROW UNLESS SUCH WORK IS OTHERWISE SPECIFIED IN THIS PERMIT OR CLEARLY INDICATED ON THE APPROVED PLANS.
- SEEDING, SODDING AND PLANTING IN THE ROW SHALL BE AS SPECIFIED OR OTHERWISE APPROVED BY THE CITY. CONSTRUCTION, MAINTENANCE AND WATERING REQUIREMENTS SHALL CONFORM TO CITY STANDARD SPECIFICATIONS.
- UNLESS STREETScape HAS BEEN APPROVED, THE CONTRACTOR SHALL LANDSCAPE ALL ROW WITH SOD AND TREES. ALL LANDSCAPING WITHIN THE ROW SHALL BE IN CONFORMANCE WITH THE LATEST STREETScape DESIGN MANUAL. NO LOOSE MATERIAL (I.E. ROCK, BARK, GRAVEL, ETC.) SHALL BE ALLOWED. DECORATIVE CONCRETE OR LOW GROWING PLANT MATERIAL MAY BE ALLOWED ONLY WITH THE SPECIFIC APPROVAL OF THE CITY. TREES SHALL BE PRE-APPROVED BY THE DEPARTMENT OF PARKS AND RECREATION, FORESTRY OFFICE, AND SHALL BE A MINIMUM OF 20-FEET FROM PROPERTY CORNERS AT INTERSECTIONS, 25-FEET FROM STREET LIGHTS AND 10-FEET FROM EDGE OF DRIVEWAYS.
- CONTACT STEVE TRAYLOR WITH CITY OF DENVER FORESTRY OPERATIONS AT (303) 698-5510 PRIOR TO ANY CONSTRUCTION WITHIN DENVER NATURAL AREAS OR RIPARIAN CORRIDORS.

A	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/03/14
NO.	REVISIONS	BY	DATE

DESIGNED BY: JC DATE: 10/02/14
 DRAWN BY: DM DATE: 10/02/14



REGIONAL RAIL PARTNERS
 BUILDING BETTER TOGETHER

CHECKED BY: BM DATE: 11/03/14
 APPROVED BY: DATE:



PARSONS BRINCKERHOFF
 555 17TH STREET SUITE 500 DENVER, CO 80202 (303) 832-9091

HORIZ. SCALE: N/A
 VERT. SCALE: N/A



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 1600 BLAKE STREET DENVER, COLORADO 80202 (303) 628-9000

NORTH METRO RAIL LINE

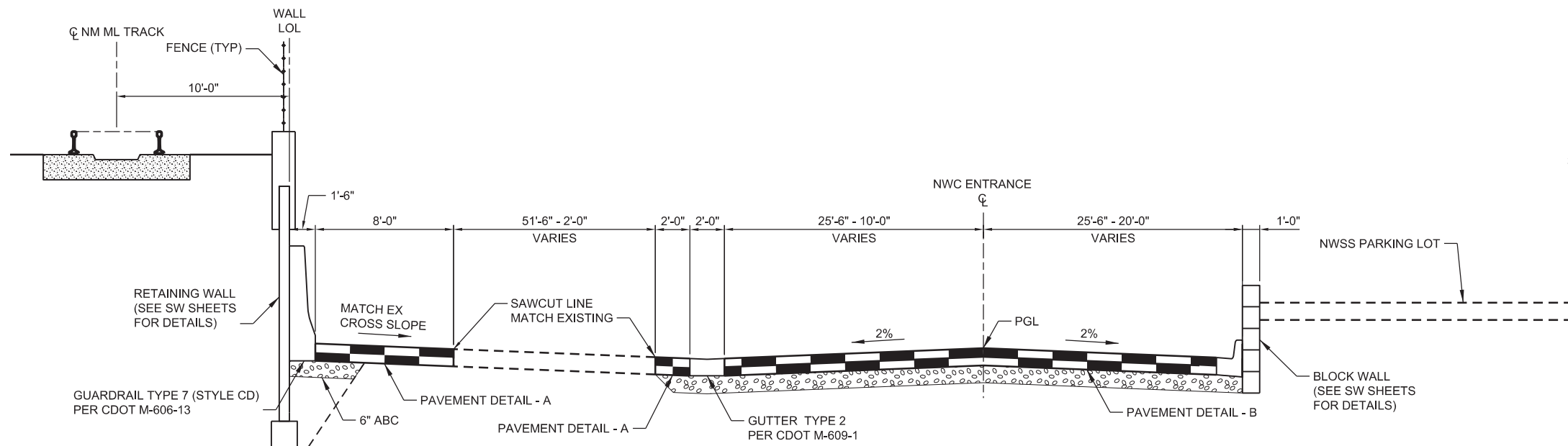
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PRELIMINARY
NOT FOR
CONSTRUCTION

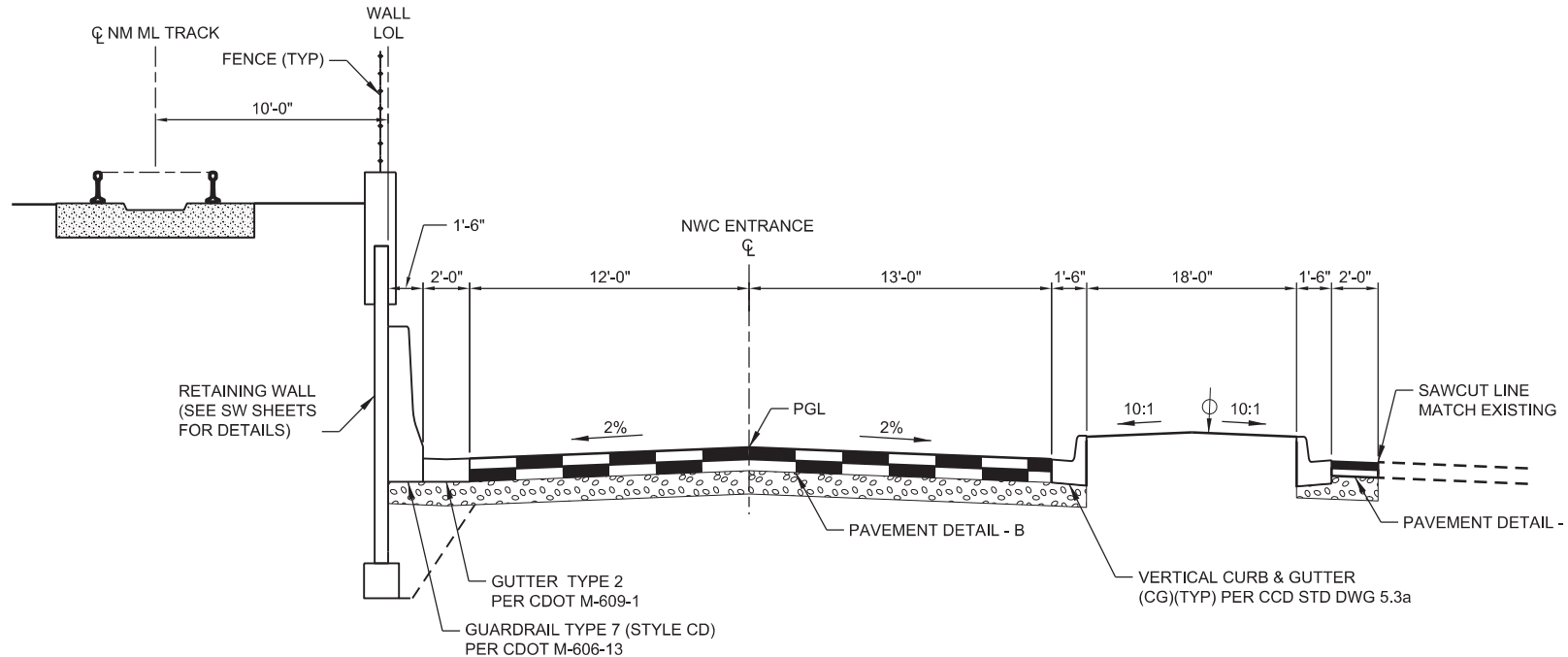
Exhibit D
Page 1 of 33

DWG No. CN-001

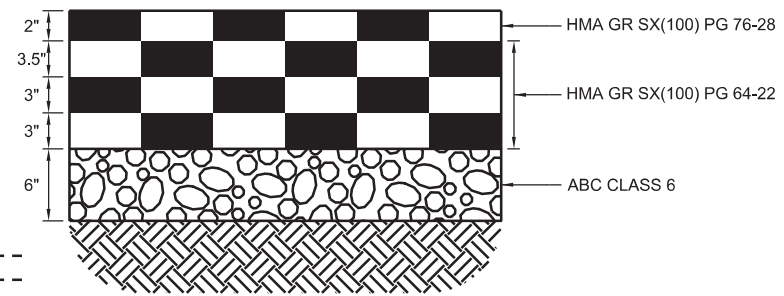
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NATIONAL WESTERN COMPLEX ENTRANCE
 NWC ENTRANCE CL - STA 20+88.31 TO STA 21+46.82



NATIONAL WESTERN COMPLEX ENTRANCE
 NWC ENTRANCE CL - STA 21+46.82 TO STA 22+12.80



PAVEMENT DETAIL - B
 NATIONAL WESTERN COMPLEX ENTRANCE

NOTE: CONTRACTOR MAY PROPOSE ALTERNATIVE LIFTS THAT WILL ACHIEVE NO SEGREGATION AND COMPACTION TO TARGET 94% RICE

TYPICAL SECTION LEGEND:

- 4" TOPSOIL, SEEDING & MULCHING
- PGL PROFILE GRADE LINE
- LOL WALL LAYOUT LINE

TYPICAL SECTION NOTES

1. BREAK POINT ON SLOPES AND IN BOTTOMS OF DITCHES SHALL BE ROUNDED DURING CONSTRUCTION.
2. THE LONGITUDINAL PAVEMENT SEAM CREATED BETWEEN THE EXISTING ASPHALT AND THE NEW ASPHALT SHALL NOT BE LOCATED ON THE WHEEL PATH.
3. AT THE LOCATIONS WHERE NEW ASPHALT IS TO ABUT EXISTING ASPHALT, SAWCUT THE EXISTING PAVEMENT 2 FOOT BACK FROM THE EXISTING EDGE AND REMOVE PAVEMENT. FROM THE SAWCUT LINE, MILL EXISTING PAVEMENT BACK 1 FOOT TO A DEPTH OF 2 INCHES. TACK EXPOSED VERTICAL ASPHALT EDGE PRIOR TO PAVING.

NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/03/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: BM	DATE: 07/08/14	CHECKED BY: JC	DATE: 11/3/14	HORIZ. SCALE: NTS
DRAWN BY: BM	DATE: 07/08/14	APPROVED BY:	DATE:	VERT. SCALE: NTS

PARSONS BRINCKERHOFF

555 17TH STREET
SUITE 500
DENVER, CO 80202 (303) 832-9091

North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
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NORTH METRO RAIL LINE
 CIVIL
 TYPICAL SECTIONS
 NATIONAL WESTERN COMPLEX ENTRANCE AT 46TH AVE

PRELIMINARY
 NOT FOR
 CONSTRUCTION

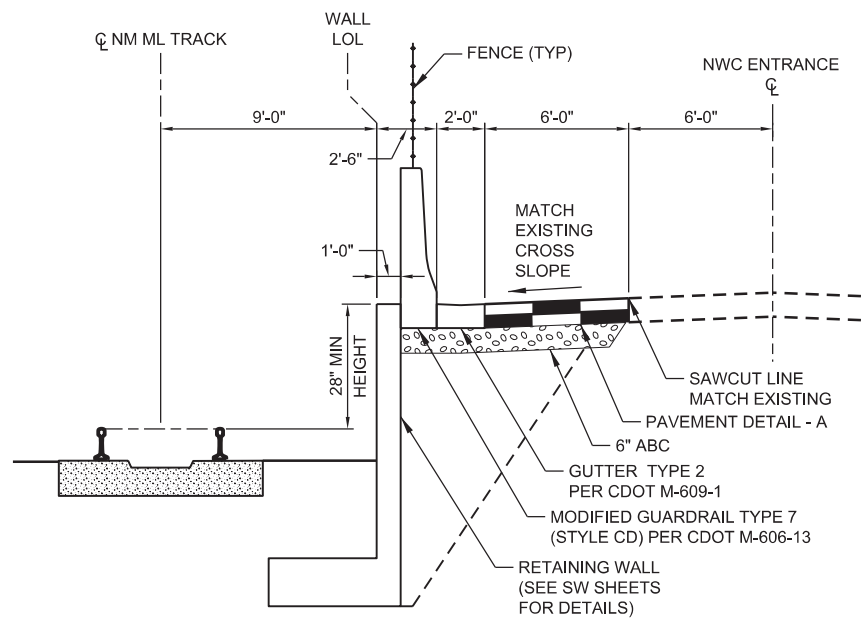
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 DWG No. CT-002

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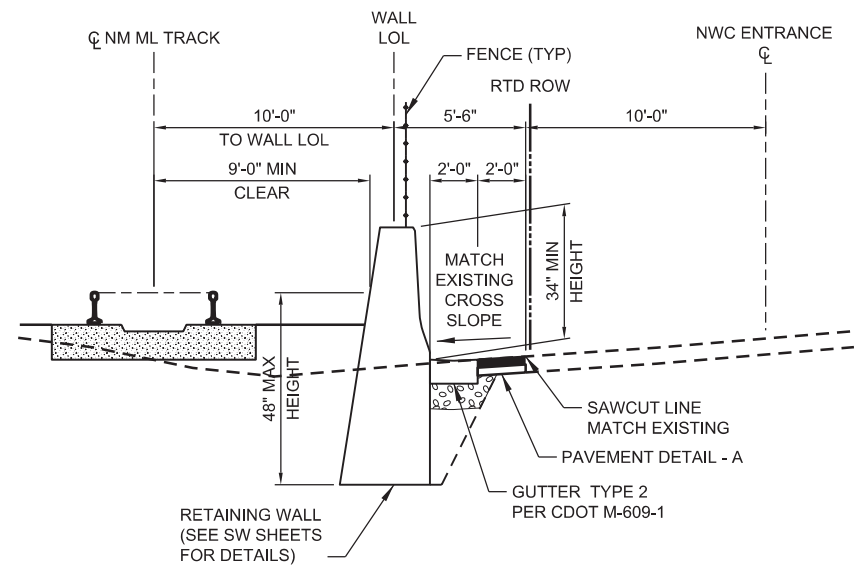


PAVEMENT DETAIL - A
NATIONAL WESTERN COMPLEX
PARKING AREA

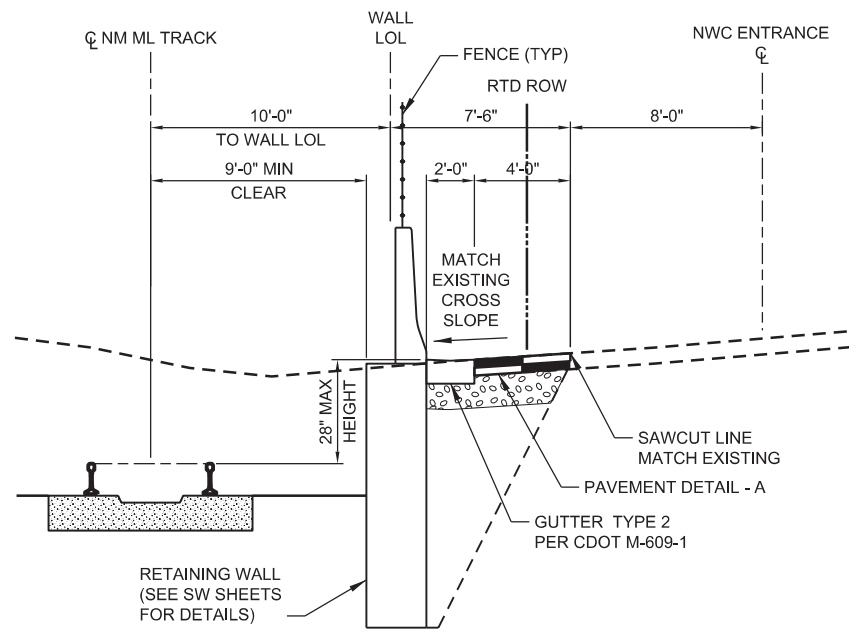
NOTE: CONTRACTOR MAY PROPOSE ALTERNATIVE LIFTS THAT WILL ACHIEVE NO SEGREGATION AND COMPACTION TO TARGET 94% RICE



NATIONAL WESTERN COMPLEX
 NWC ENTRANCE CL - STA 22+12.80 TO STA 30+29.47
 NWC ENTRANCE CL - STA 37+07 TO STA 37+81



NATIONAL WESTERN COMPLEX
 NWC ENTRANCE CL - STA 31+07 TO STA 37+06



NATIONAL WESTERN COMPLEX
 NWC ENTRANCE CL - STA XX+XX TO STA XX+XX

TYPICAL SECTION LEGEND:

- 4" TOPSOIL, SEEDING & MULCHING
- PGL PROFILE GRADE LINE
- LOL WALL LAYOUT LINE

TYPICAL SECTION NOTES

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NO.	REVISIONS	BY	DATE
A	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04 (CT-002)	JC	12/05/14

DESIGNED BY: BM	DATE: 10/15/14	CHECKED BY: JC	DATE: 11/3/14	HORZ. SCALE: NTS
DRAWN BY: BM	DATE: 10/15/14	APPROVED BY:	DATE:	VERT. SCALE: NTS

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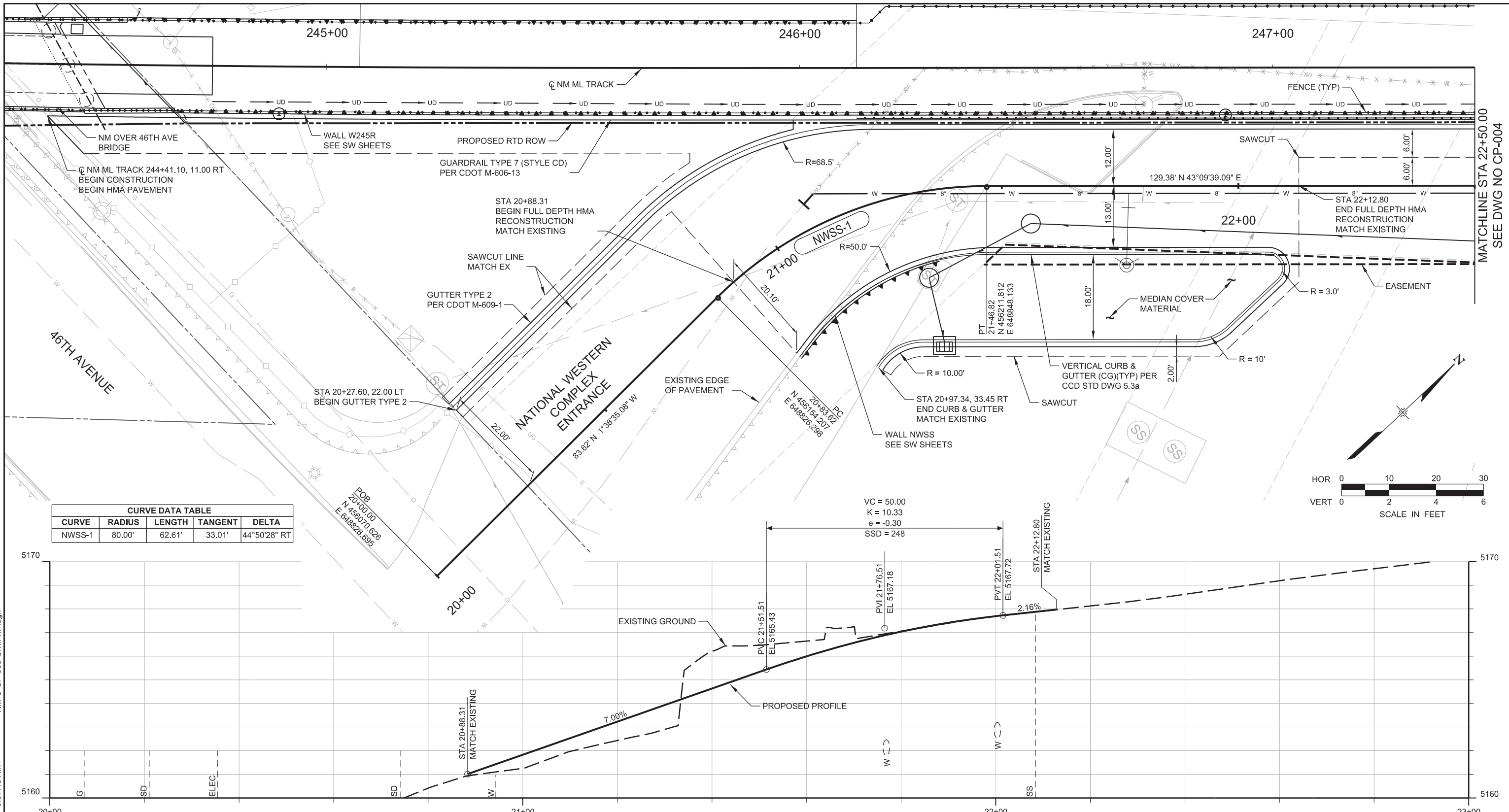
RTD FasTracks
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 REGIONAL TRANSPORTATION DISTRICT
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NORTH METRO RAIL LINE

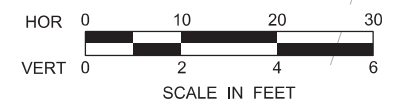
 CIVIL
 TYPICAL SECTIONS
NATIONAL WESTERN COMPLEX

PRELIMINARY
 NOT FOR
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CURVE DATA TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
NWSS-1	80.00'	62.61'	33.01'	44°50'28" RT



NOTES:

- EXISTING UTILITIES ARE ONLY APPROXIMATIONS. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION
- DESIGN SPEED IS 15MPH
- FOR ADDITIONAL INFORMATION, SEE CG SHEETS

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04 (CP-002)	JC	08/08/14

DESIGNED BY: JB DATE: 07/08/14
 DRAWN BY: DM DATE: 07/08/14

CHECKED BY: JC DATE: 11/03/14
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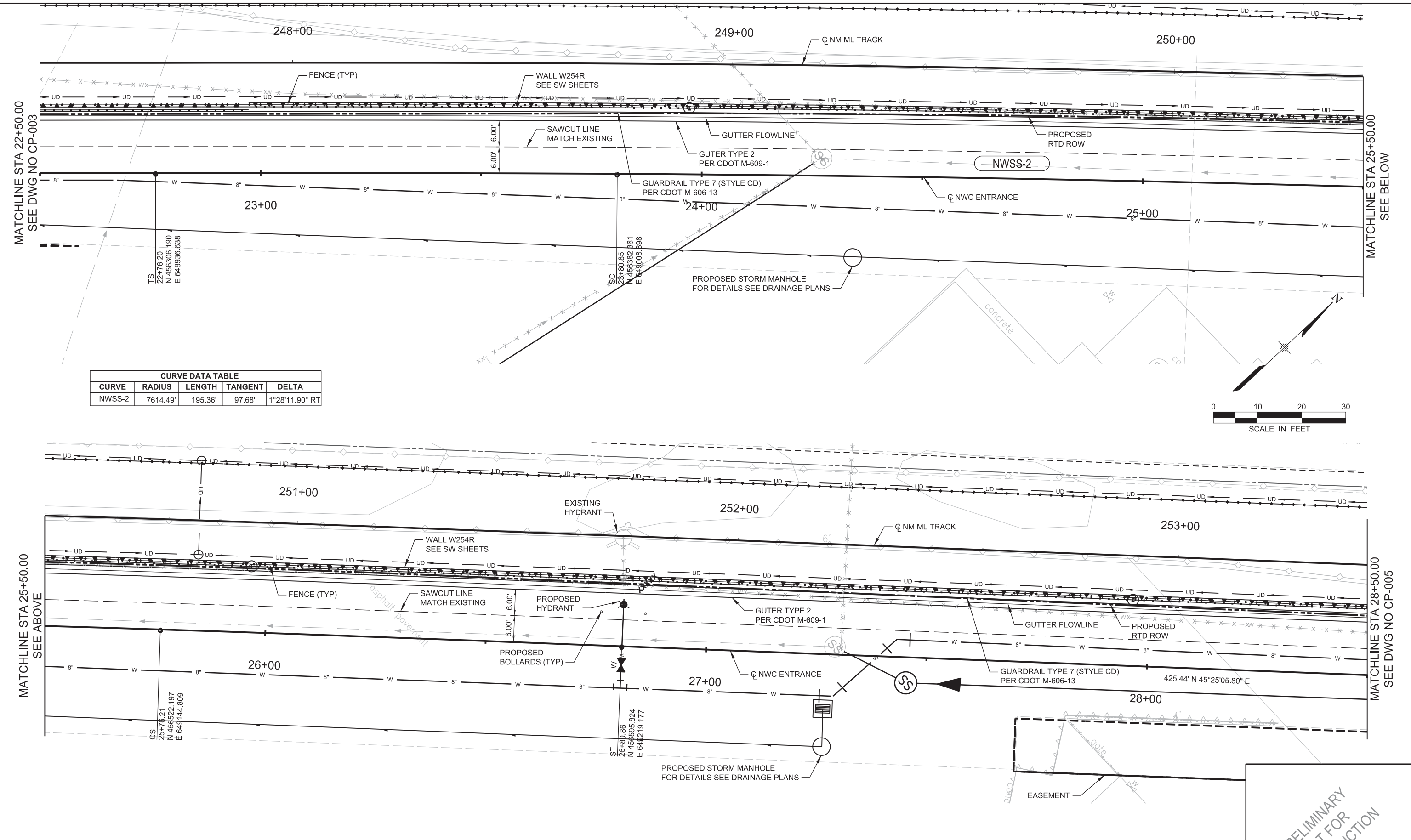
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NORTH METRO RAIL LINE
 CIVIL
 PLAN AND PROFILE
 NATIONAL WESTERN COMPLEX ENTRANCE AT 46TH AVE

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CURVE DATA TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
NWSS-2	7614.49'	195.36'	97.68'	1°28'11.90" RT

NO.	REVISIONS	BY	DATE
A	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14

DESIGNED BY: JB DATE: 10/15/14
 DRAWN BY: DM DATE: 10/15/14


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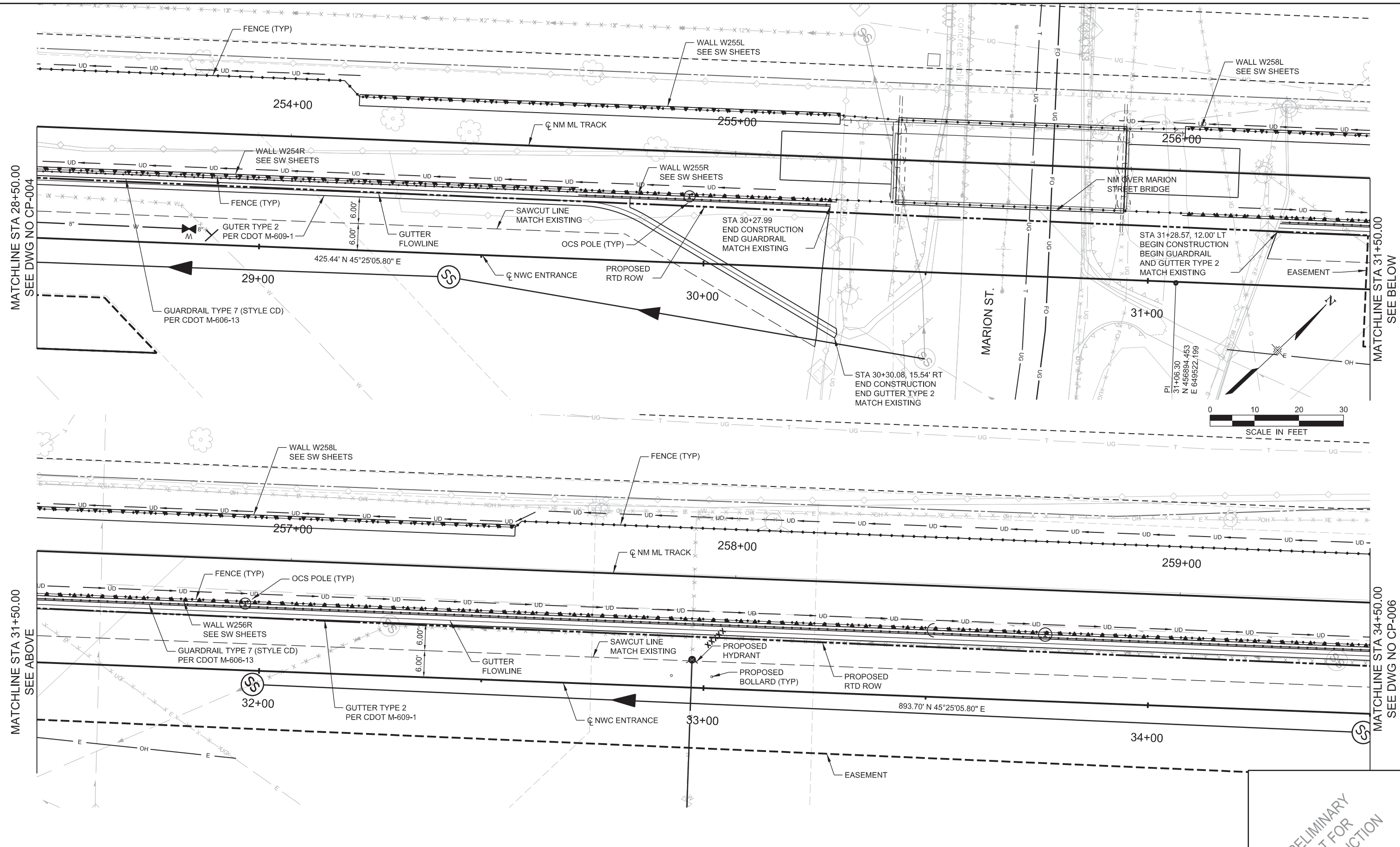

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NORTH METRO RAIL LINE
 CIVIL PLANS
 NATIONAL WESTERN COMPLEX ENTRANCE AT 46TH AVE

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NO.	REVISIONS	BY	DATE
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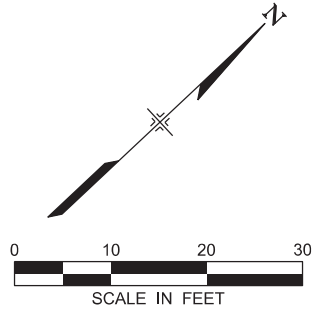
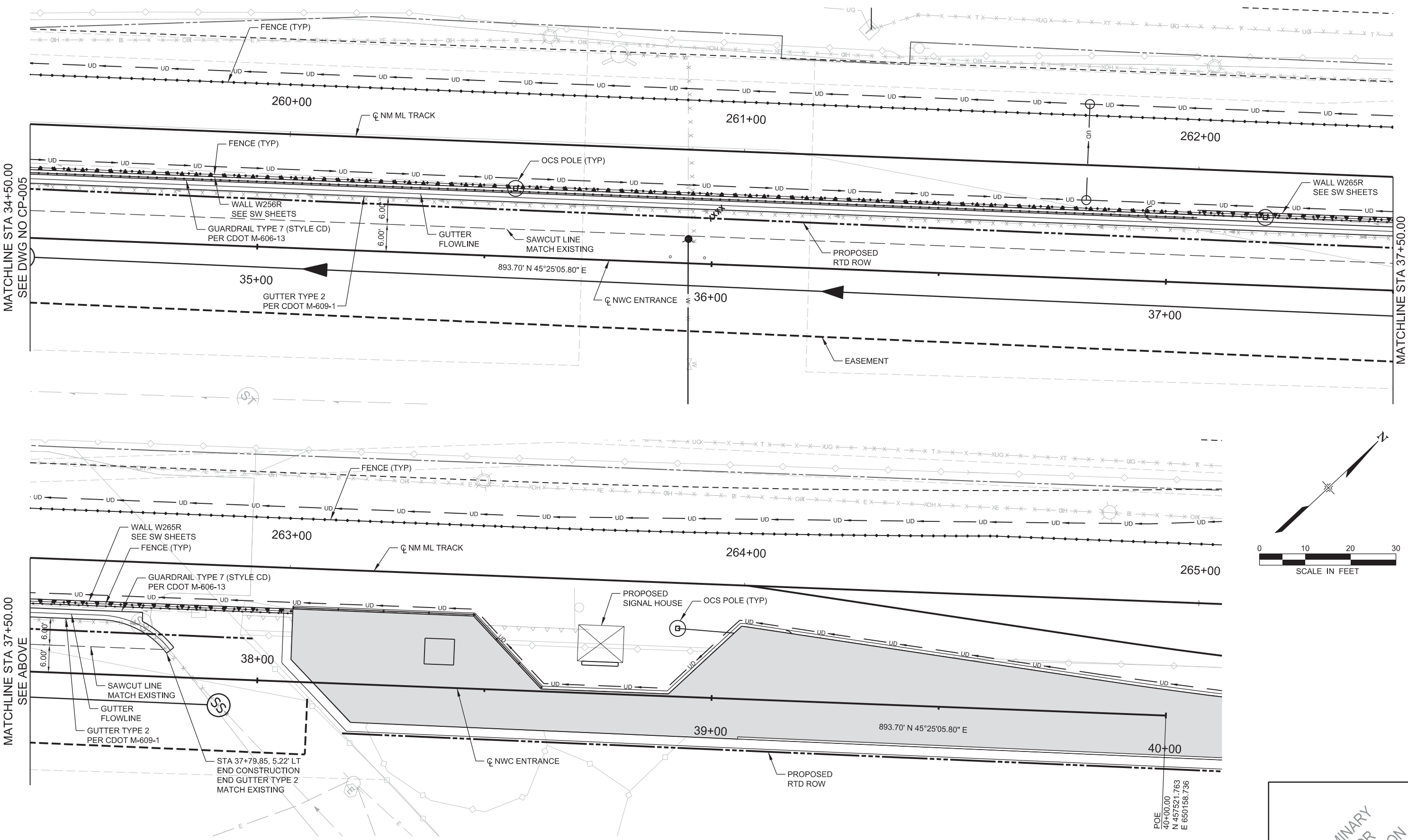

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NORTH METRO RAIL LINE
 CIVIL PLANS
 NATIONAL WESTERN COMPLEX

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NO.	REVISIONS	BY	DATE
A	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14

DESIGNED BY: JB DATE: 10/15/14
 DRAWN BY: DM DATE: 10/15/14

CHECKED BY: JC DATE: 11/03/14
 APPROVED BY: DATE:

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NORTH METRO RAIL LINE
 CIVIL PLANS
 NATIONAL WESTERN COMPLEX

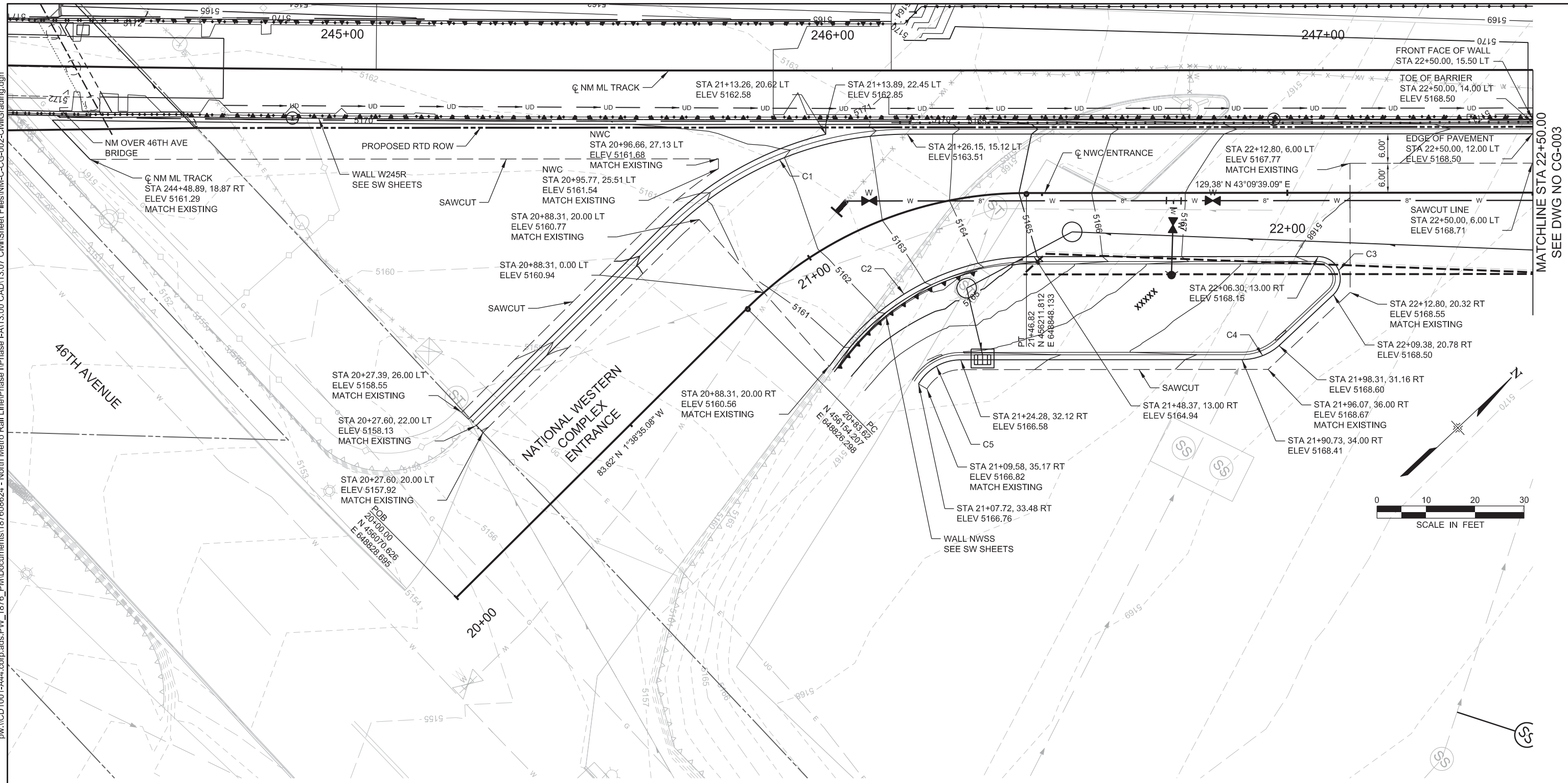
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LINE AND CURVE TABLE							
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C1	53.48	44.80°	68.39	456153.58	648804.31	456202.32	648822.78
C2	46.01	52.78°	50.00	456161.55	648845.84	456204.05	648858.68
C3	10.75	136.84°	4.50	456246.31	648898.30	456243.23	648906.09
C4	8.66	43.16°	11.50	456228.05	648906.09	456220.59	648902.97
C5	10.38	59.45°	10.00	456178.775	648863.763	456169.129	648861.458

DESIGNED BY: JB	DATE: 11/15/14	CHECKED BY: JC	DATE: 11/3/14
DRAWN BY: DM	DATE: 11/15/14	APPROVED BY:	DATE:
A ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04		JC	12/05/14
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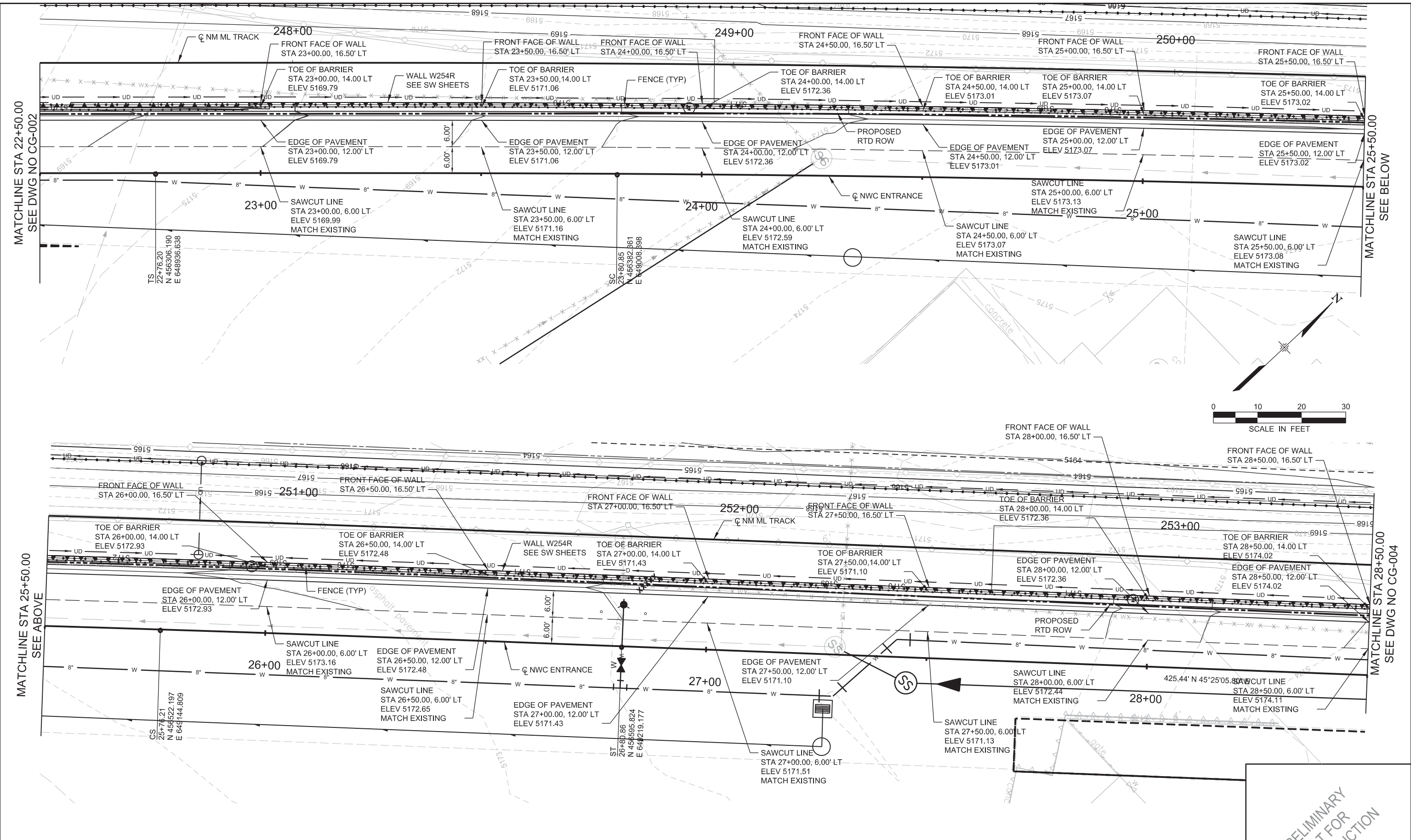

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 REGIONAL TRANSPORTATION DISTRICT
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NORTH METRO RAIL LINE
 CIVIL
 GRADING DETAIL PLAN
 NATIONAL WESTERN COMPLEX ENTRANCE AT 46TH AVE

PRELIMINARY
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Exhibit D
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 DWG No. CG-002

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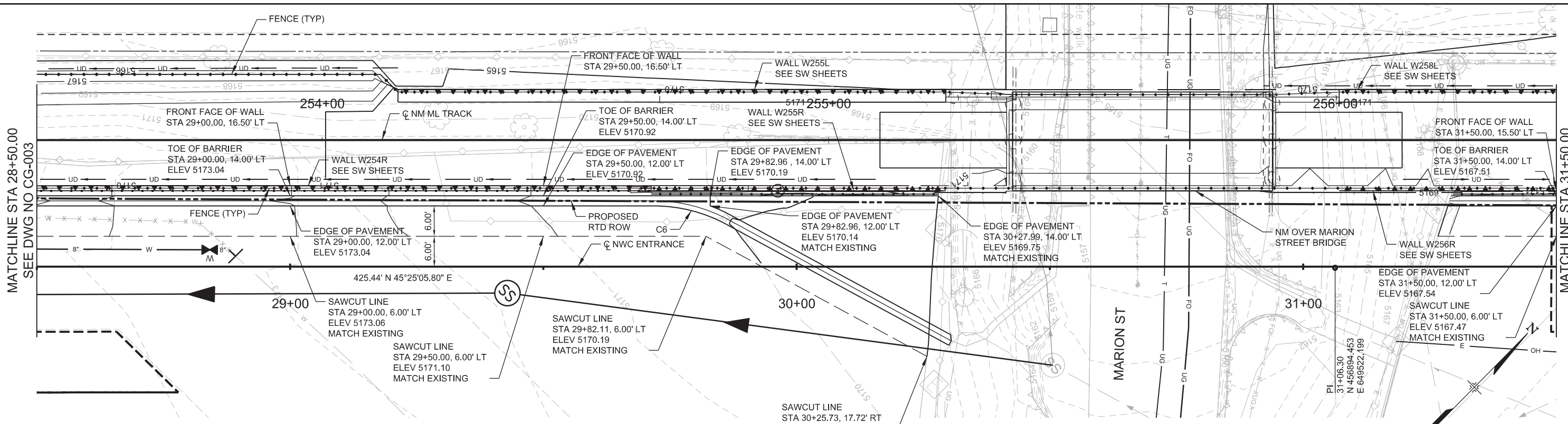
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NORTH METRO RAIL LINE
 CIVIL
 GRADING DETAIL PLANS
 NATIONAL WESTERN COMPLEX ENTRANCE AT 46TH AVE

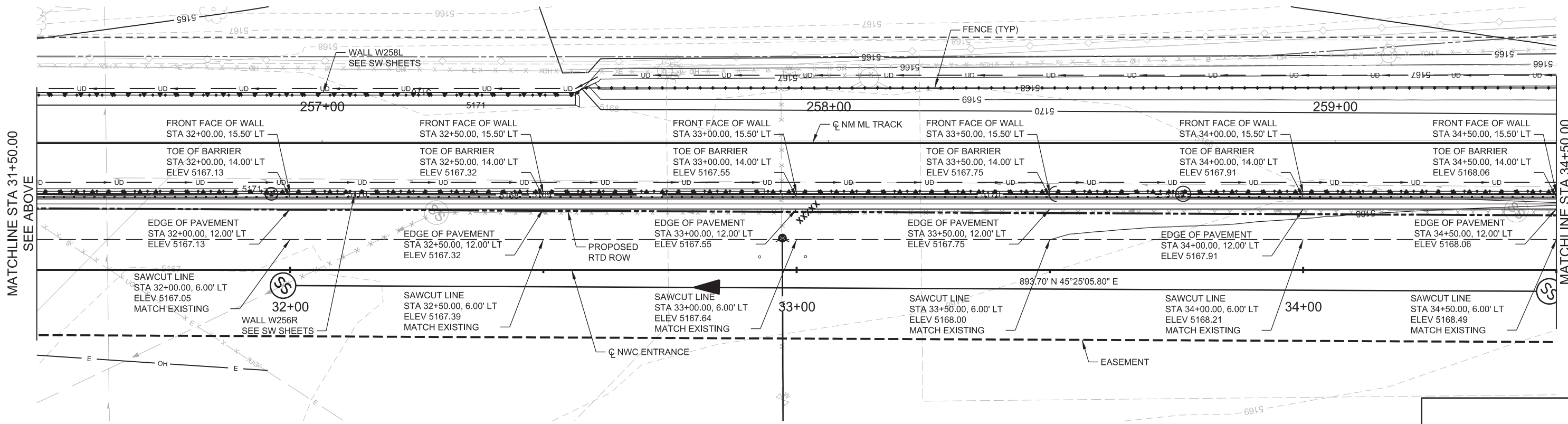
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Page 9 of 33
 DWG No. CG-003

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LINE AND CURVE TABLE

LINE #/CURVE #	LENGTH	DIRECTION/Delta	RADIUS	START NORTHING	START EASTING	END NORTHING	END EASTING
C6	14.94	28.54°	30.00	456808.60	649417.99	456816.07	649430.76



NO.	REVISIONS	BY	DATE
A	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14

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NORTH METRO RAIL LINE
 CIVIL
 GRADING DETAIL PLANS
 NATIONAL WESTERN COMPLEX ENTRANCE AT 46TH AVE

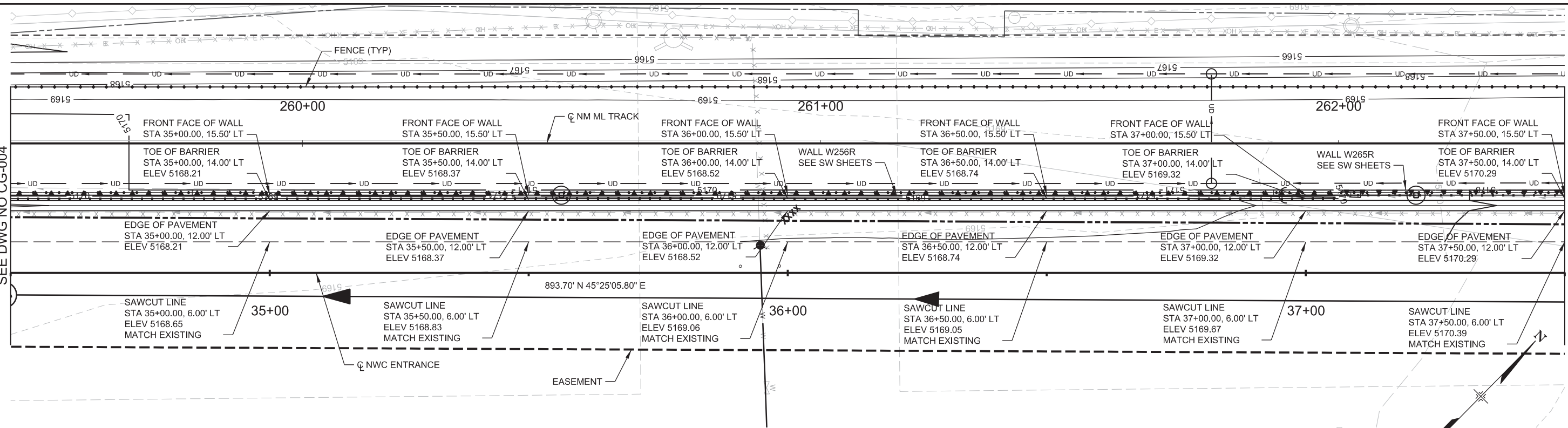
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 DWG No. CG-004

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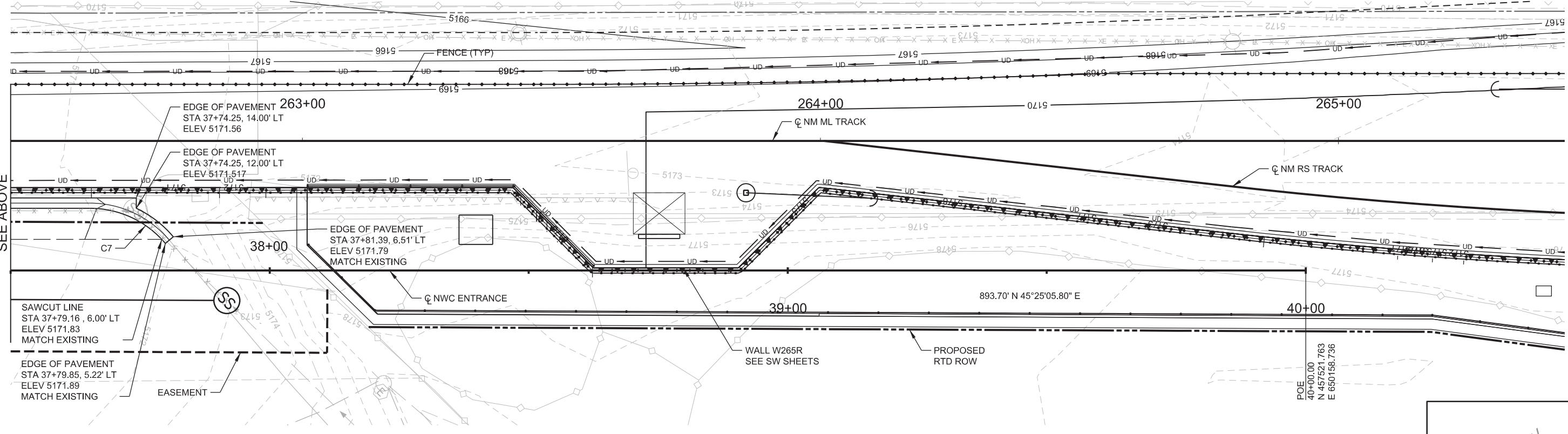
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SEE DWG NO CG-004

MATCHLINE STA 37+50.00
SEE ABOVE

MATCHLINE STA 37+50.00
SEE BELOW



LINE AND CURVE TABLE							
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C7	16.57	49.97°	19.00	457087.13	649836.35	457092.52	649851.47



NO.	REVISIONS	BY	DATE
A	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14

DESIGNED BY: JB	DATE: 10/15/14	CHECKED BY: JC	DATE: 11/3/14	HORIZ. SCALE: 1" = 20'
DRAWN BY: DM	DATE: 10/15/14	APPROVED BY:	DATE:	VERT. SCALE: NA

PARSONS BRINCKERHOFF

REGIONAL RAIL PARTNERS

555 17TH STREET
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DENVER, CO 80202 (303) 832-9091

RTD FasTracks
North Metro Rail Line

REGIONAL TRANSPORTATION DISTRICT
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DENVER, COLORADO 80202
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NORTH METRO RAIL LINE

CIVIL
GRADING DETAIL PLANS
NATIONAL WESTERN COMPLEX ENTRANCE AT 46TH AVE

Exhibit D

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DWG No. CG-005

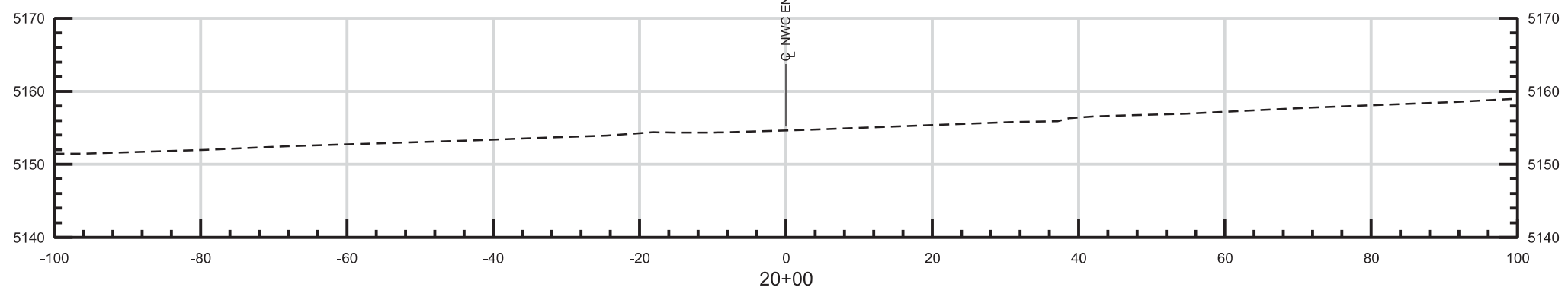
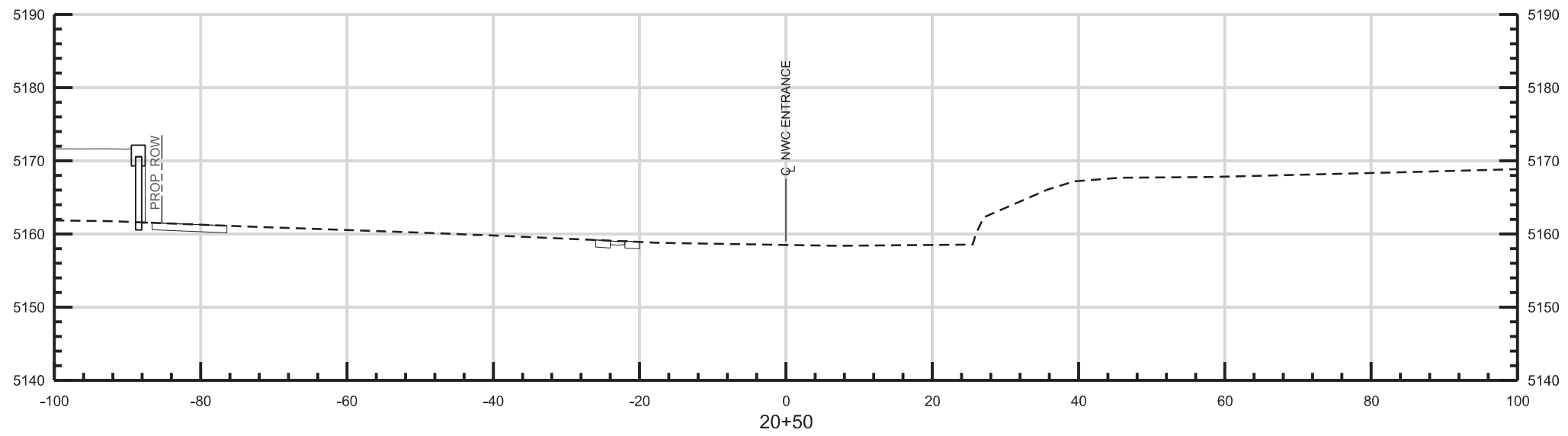
PRELIMINARY
NOT FOR
CONSTRUCTION

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014

CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

HORZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'



PARSONS BRINCKERHOFF
 555 17TH STREET
 SUITE 500
 DENVER, CO 80202 (303) 832-9091

RTD FasTracks
 North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 20+00 TO STA 20+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

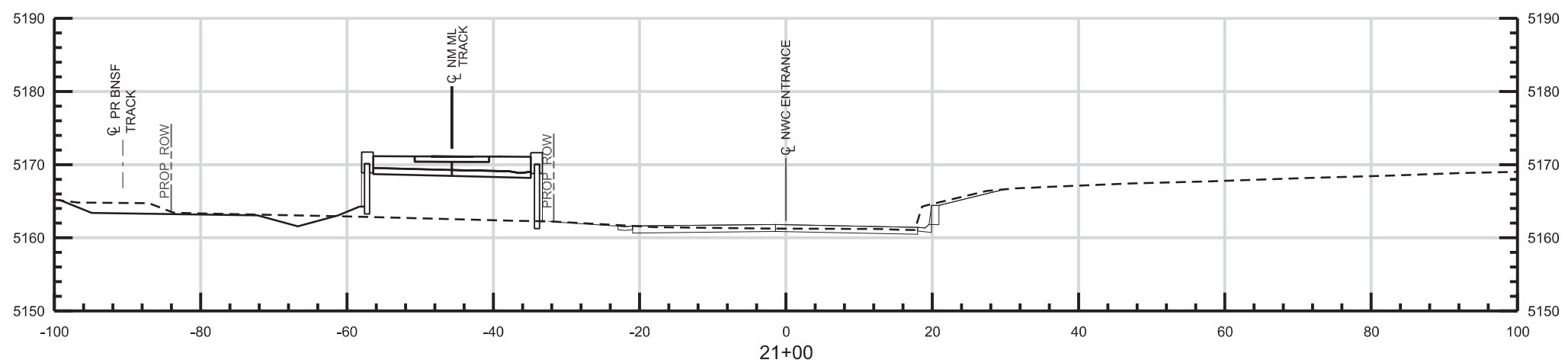
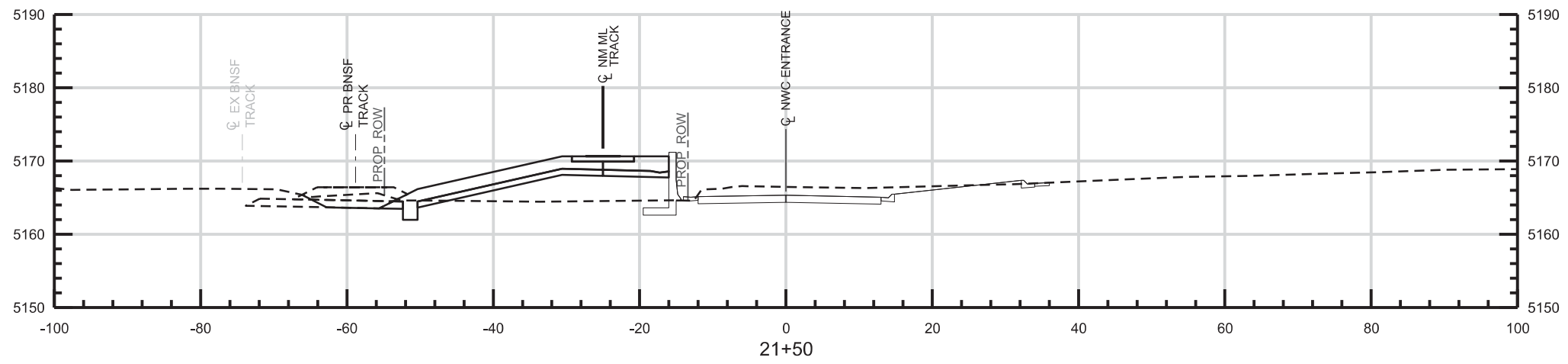
Exhibit D
Page 12 of 33
 DWG No. CX-008

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014



CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

PARSONS BRINCKERHOFF
 555 17TH STREET
 SUITE 500
 DENVER, CO 80202 (303) 832-9091

HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'

RTD FasTracks
 North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 21+00 TO STA 21+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

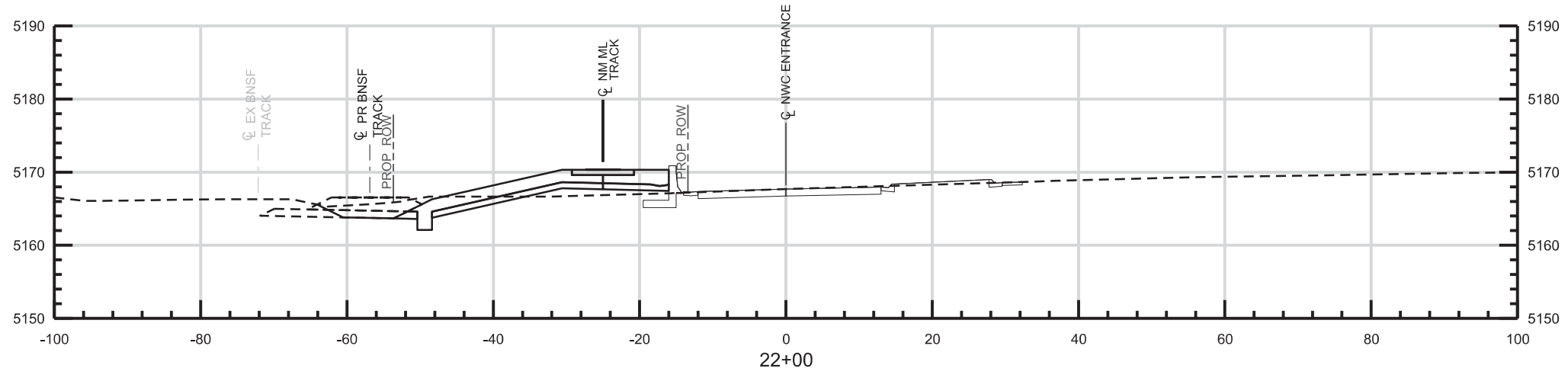
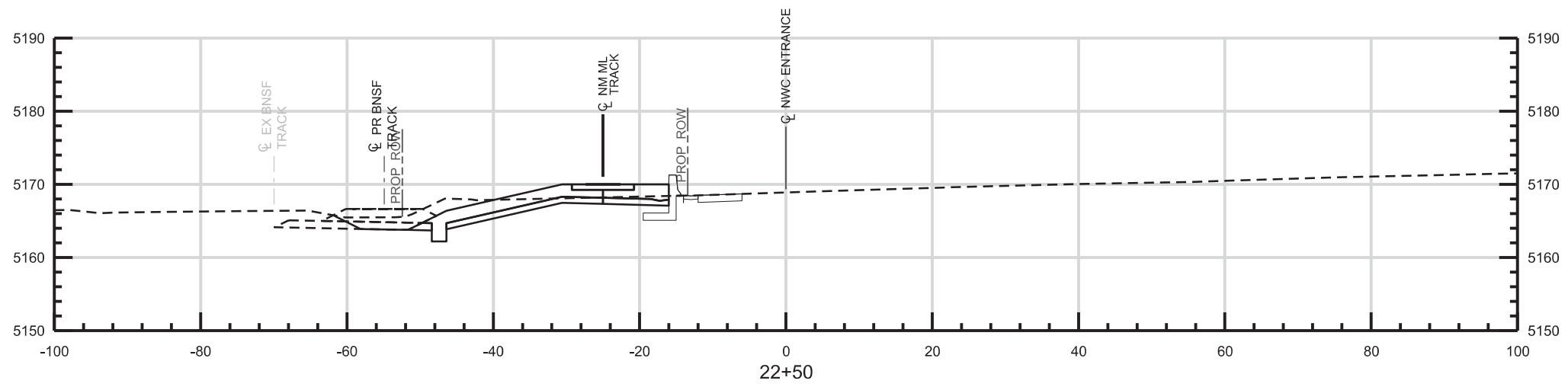
Exhibit D
Page 13 of 33
 DWG No. CX-009

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014



CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

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HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'

RTD FasTracks
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 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 22+00 TO STA 22+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

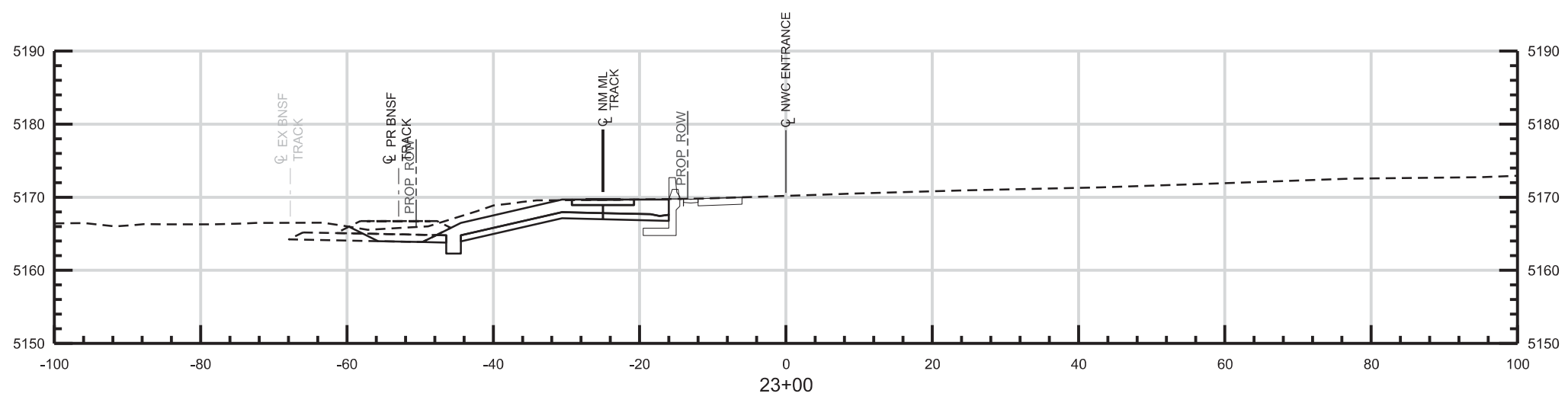
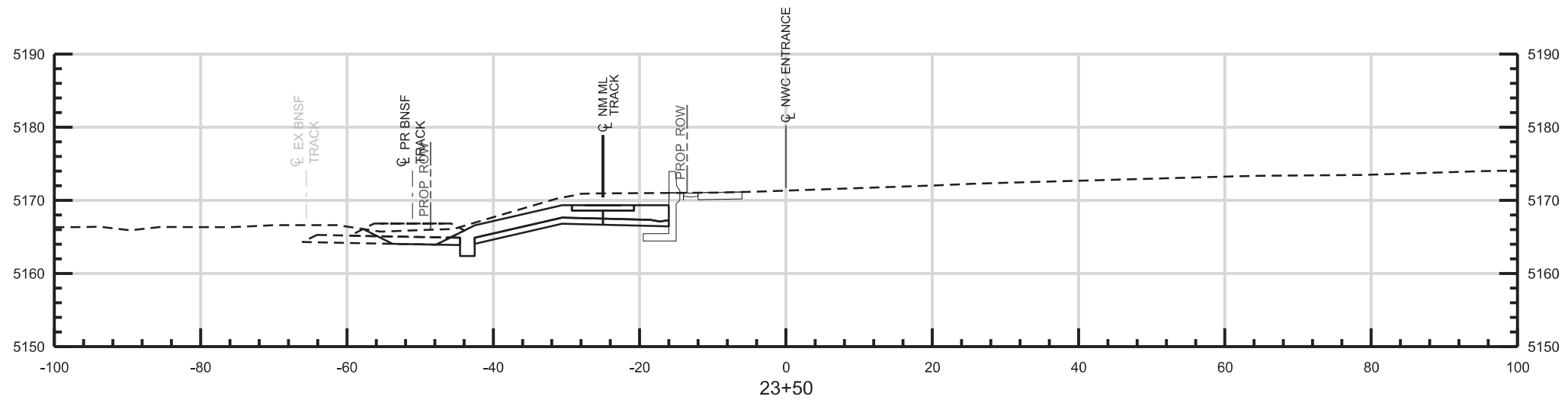
Exhibit D
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 DWG No. CX-010

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014



CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

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HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'

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 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
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 (303) 628-9000

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 23+00 TO STA 23+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

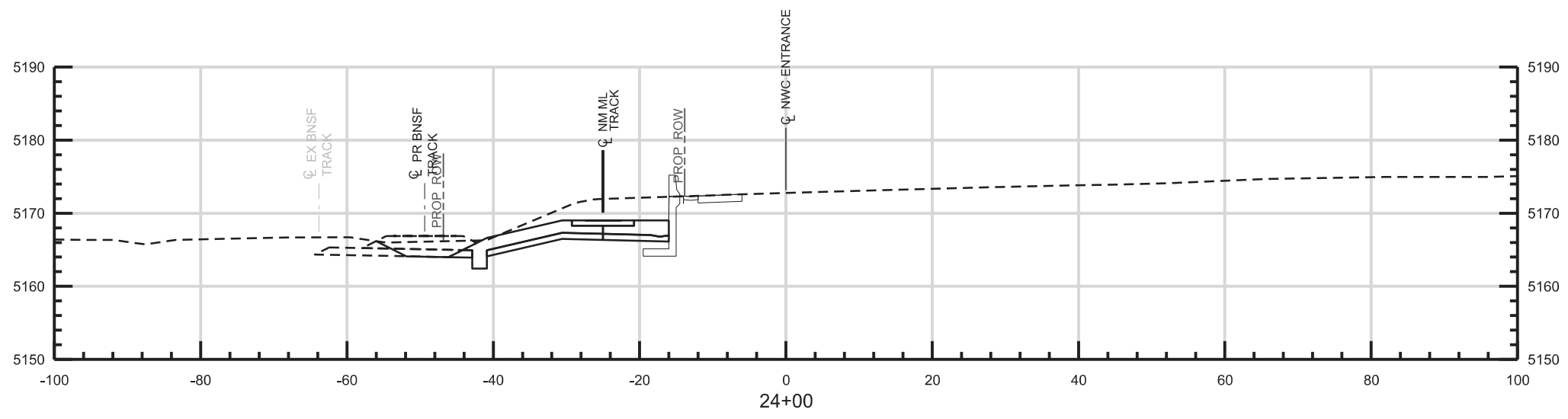
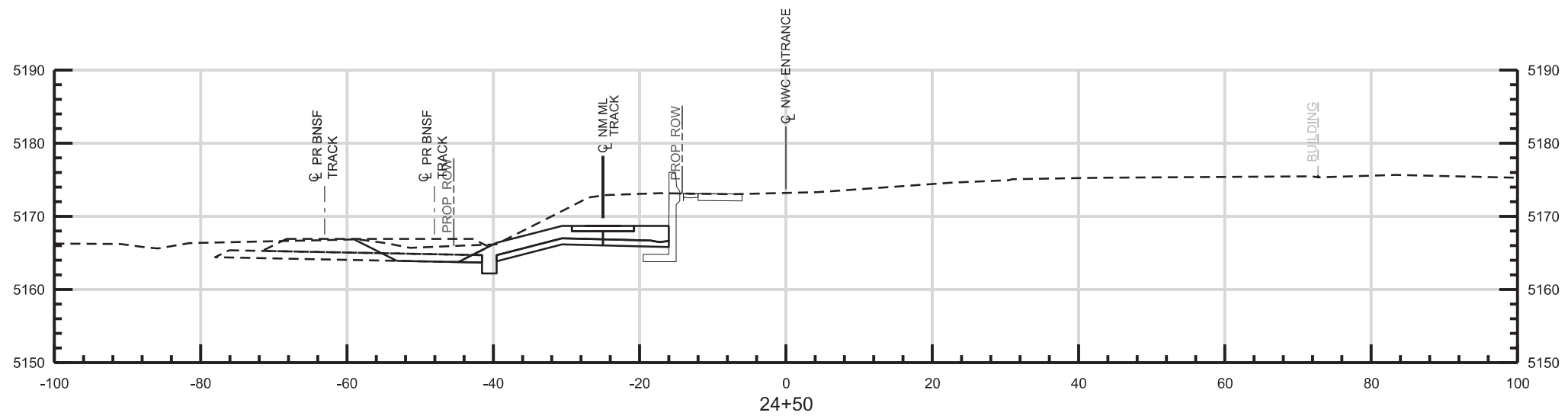
Exhibit D
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 DWG No. CX-011

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014



CHECKED BY: JC DATE: 11/7/2014
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HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'

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 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
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NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 24+00 TO STA 24+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

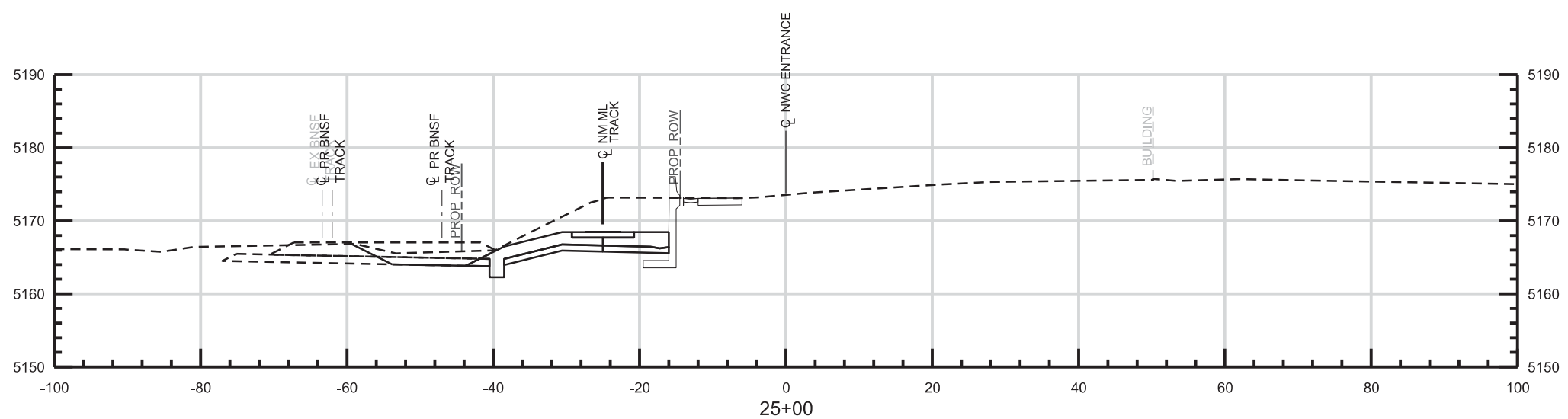
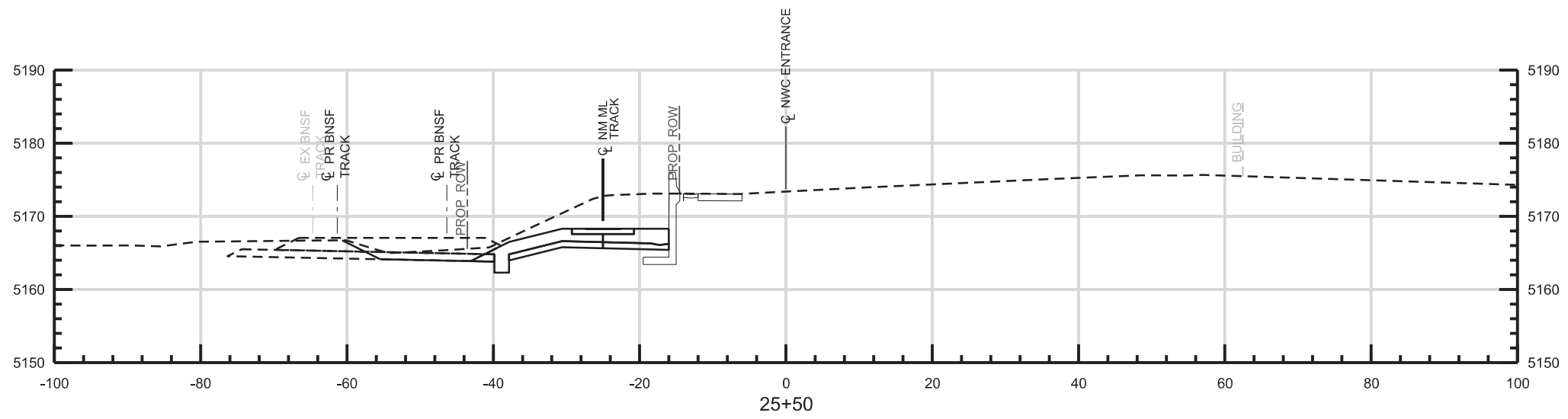
Exhibit D
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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014



CHECKED BY: JC DATE: 11/7/2014
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HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'

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 1600 BLAKE STREET
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NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 25+00 TO STA 25+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

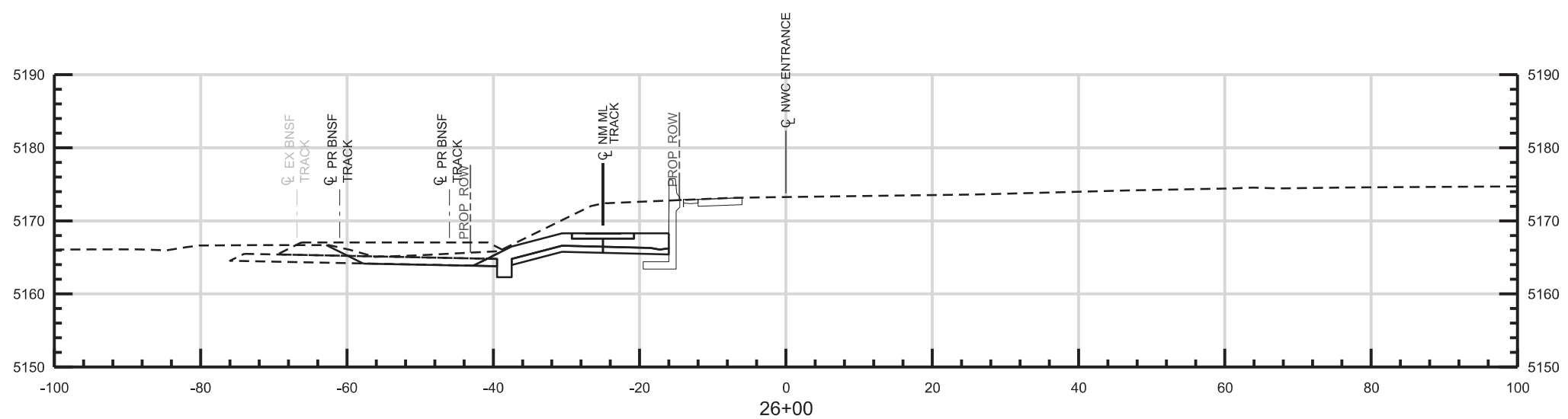
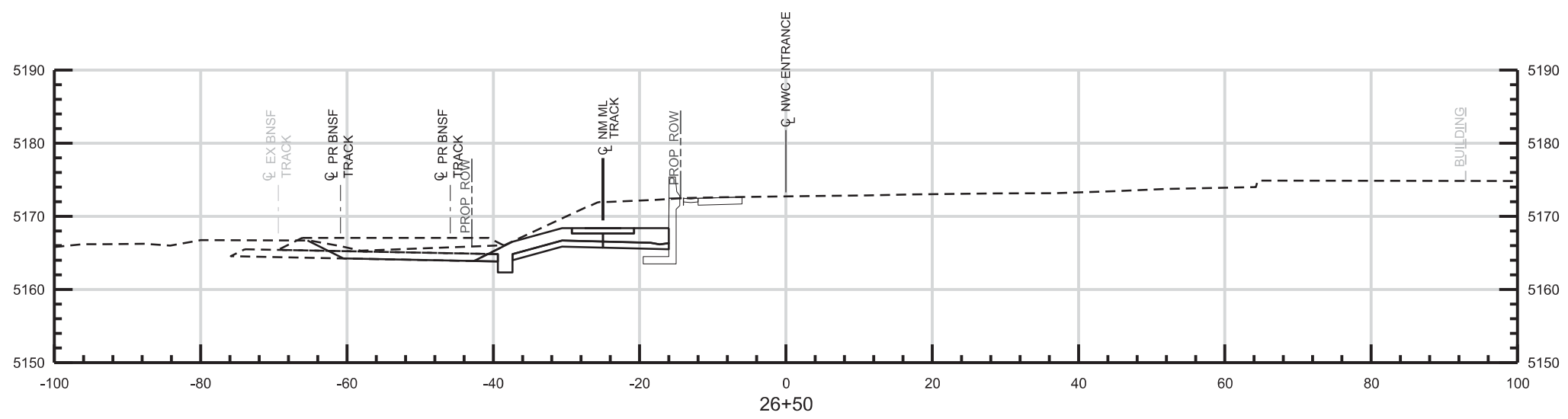
Exhibit D
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 DWG No. CX-013

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014

CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'



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NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 26+00 TO STA 26+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

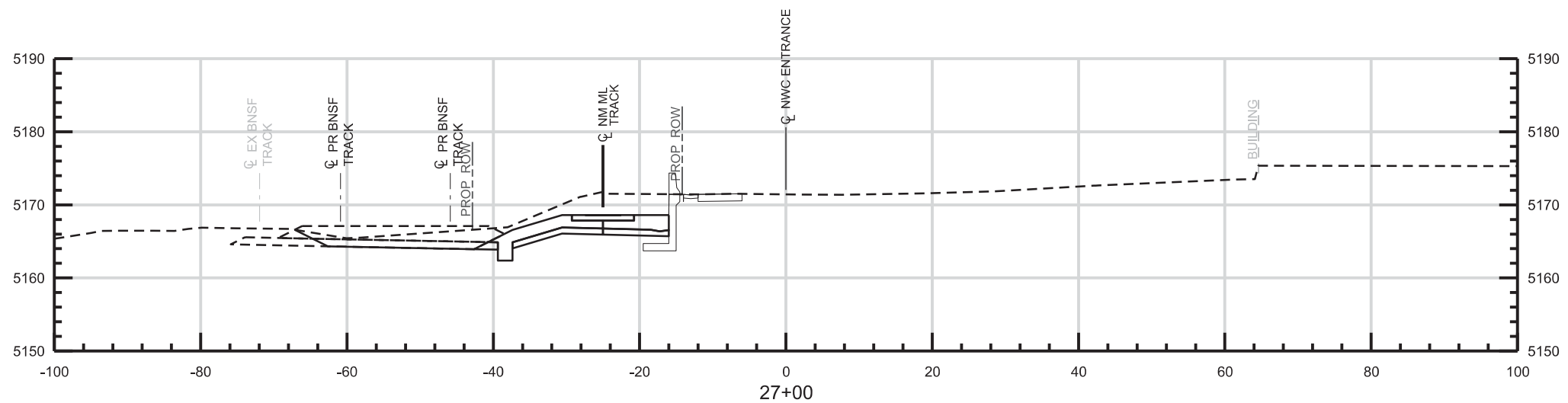
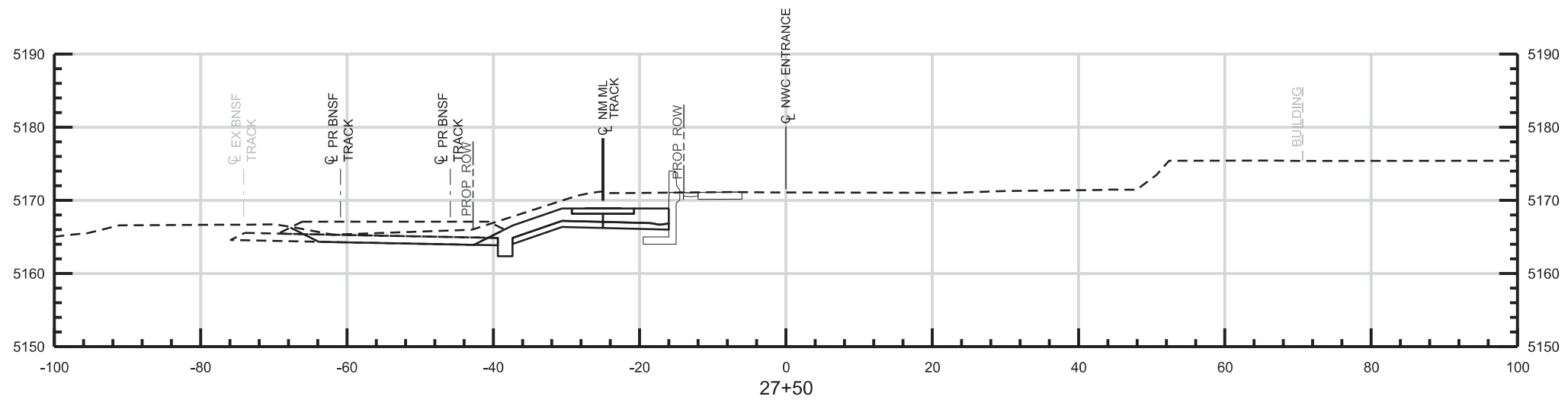
Exhibit D
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 DWG No. CX-014

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014

CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

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 Rail Line

REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
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 (303) 628-9000

NORTH METRO RAIL LINE

NWC ENTRANCE
 STA 27+00 TO STA 27+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

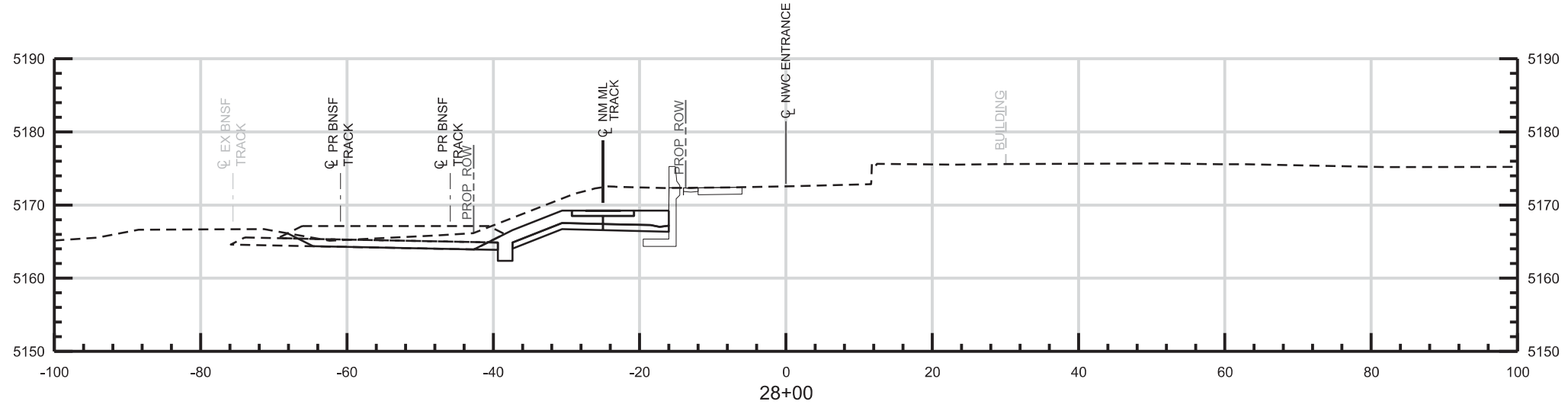
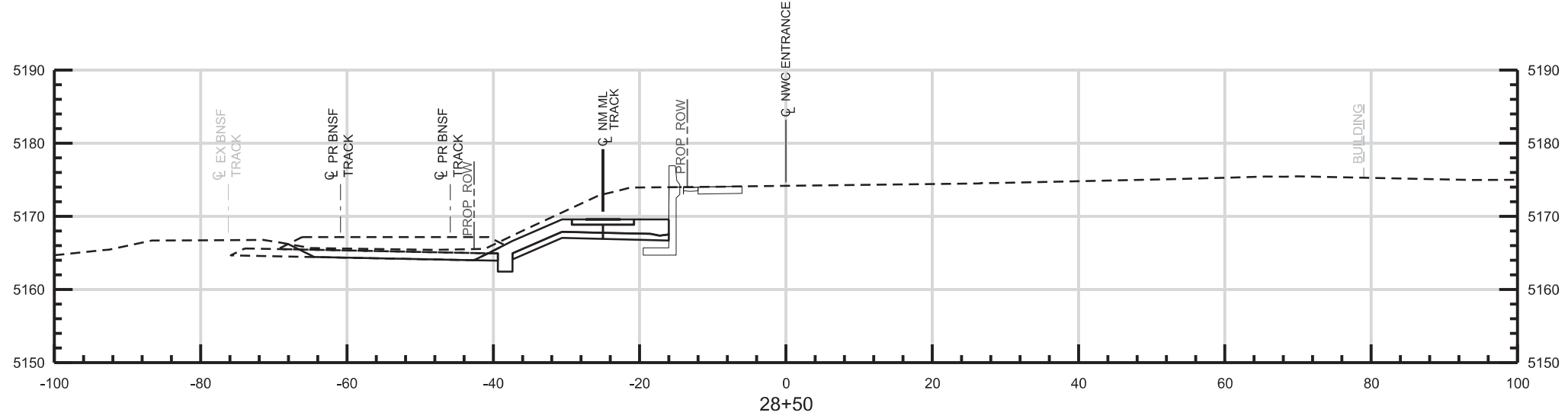
Exhibit D
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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014



CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

PARSONS BRINCKERHOFF
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 DENVER, CO 80202 (303) 832-9091

HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'

RTD FasTracks
 North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 28+00 TO STA 28+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

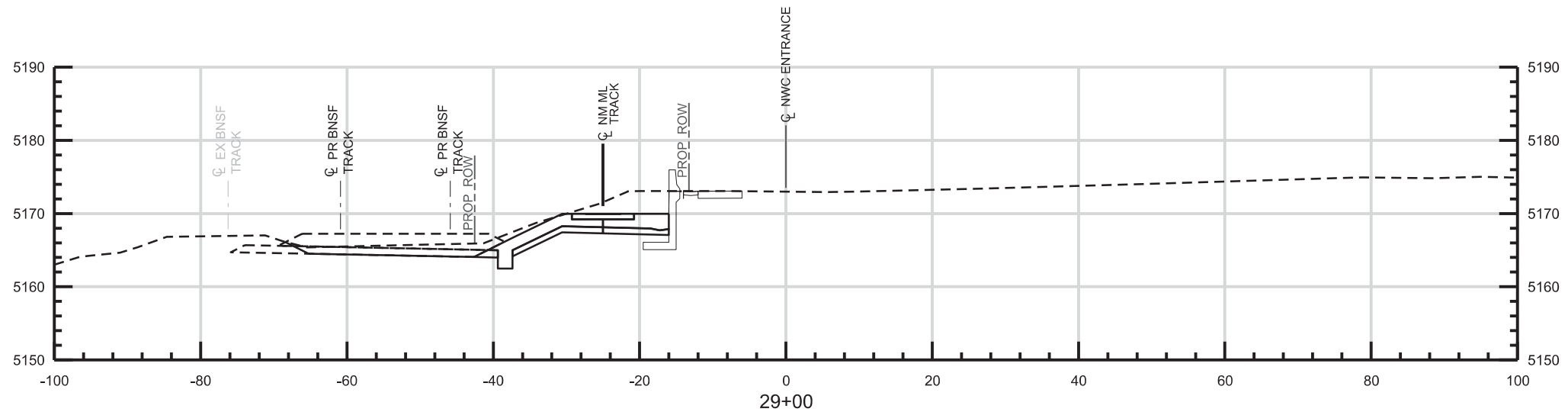
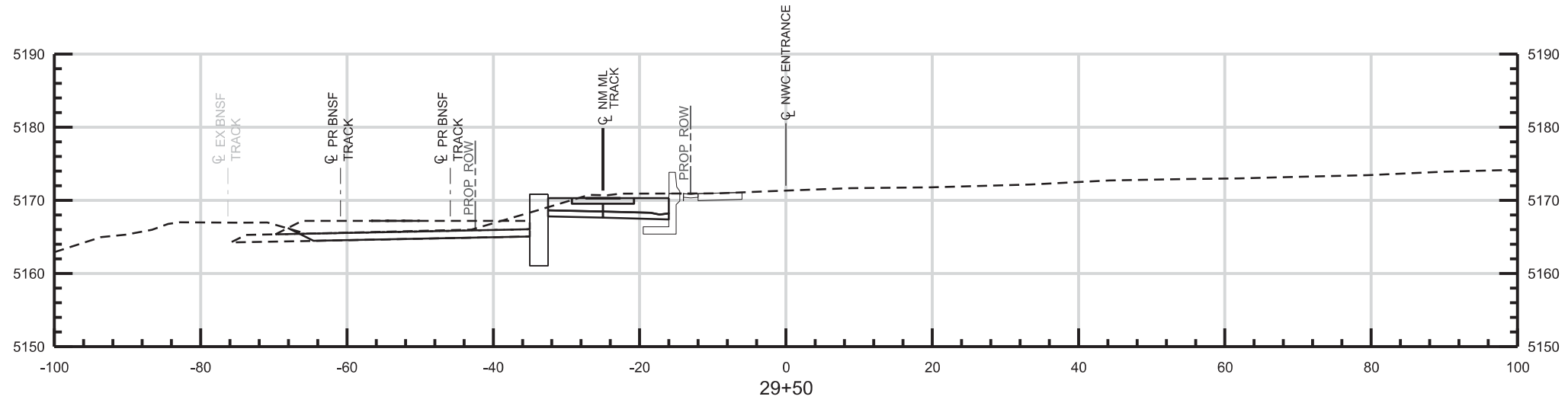
Exhibit D
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 DWG No. CX-016

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014

CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'



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RTD FasTracks
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 REGIONAL TRANSPORTATION DISTRICT
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 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 29+00 TO STA 29+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

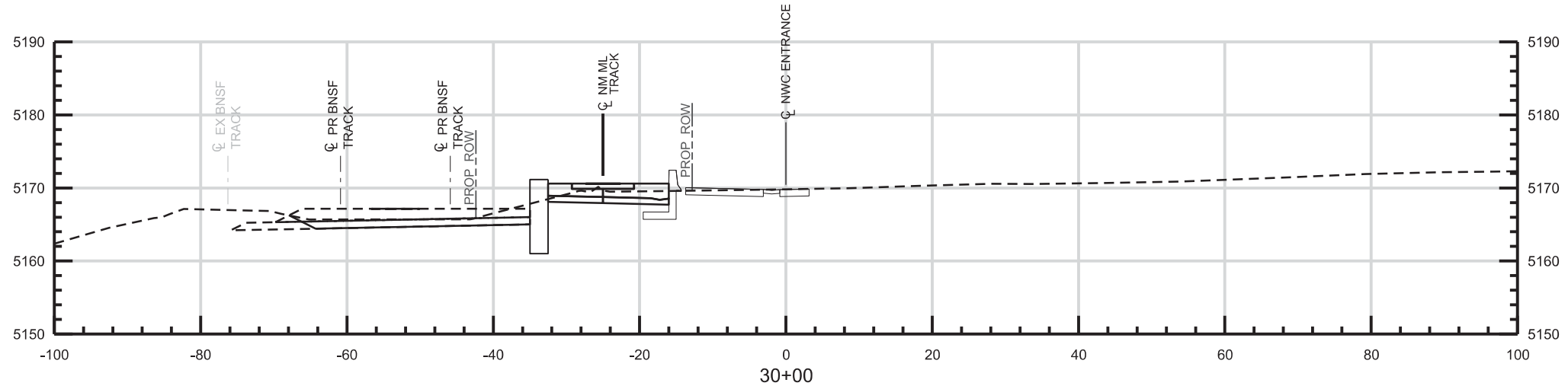
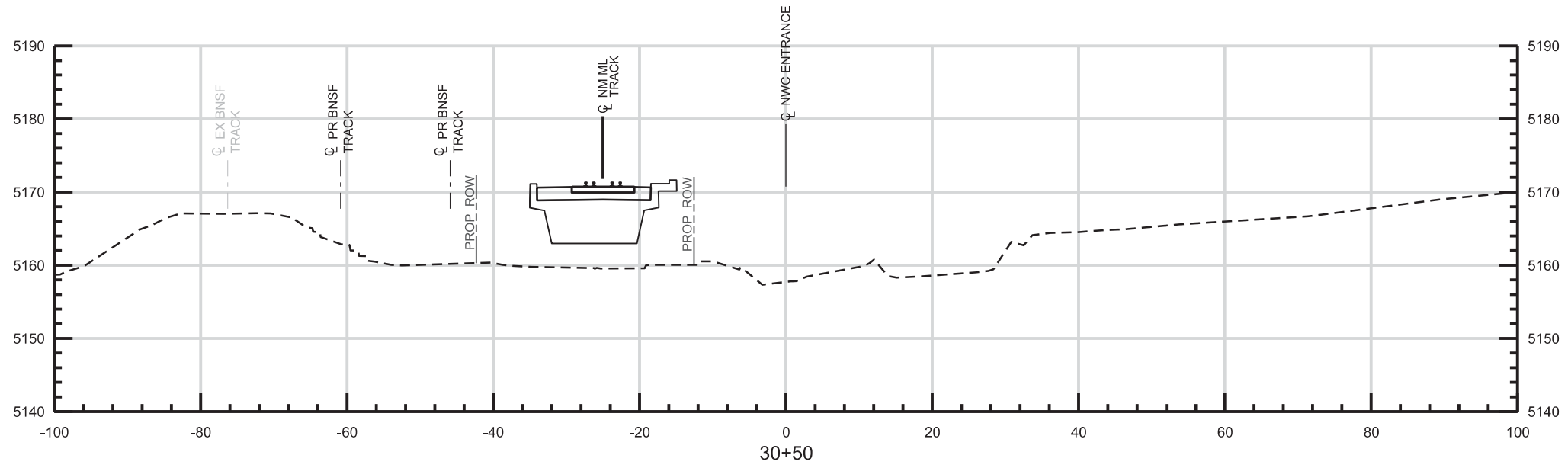
Exhibit D
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 DWG No. CX-017

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014



CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

PARSONS BRINCKERHOFF
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 SUITE 500
 DENVER, CO 80202 (303) 832-9091

HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'

RTD FasTracks
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 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
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 (303) 628-9000

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 30+00 TO STA 30+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

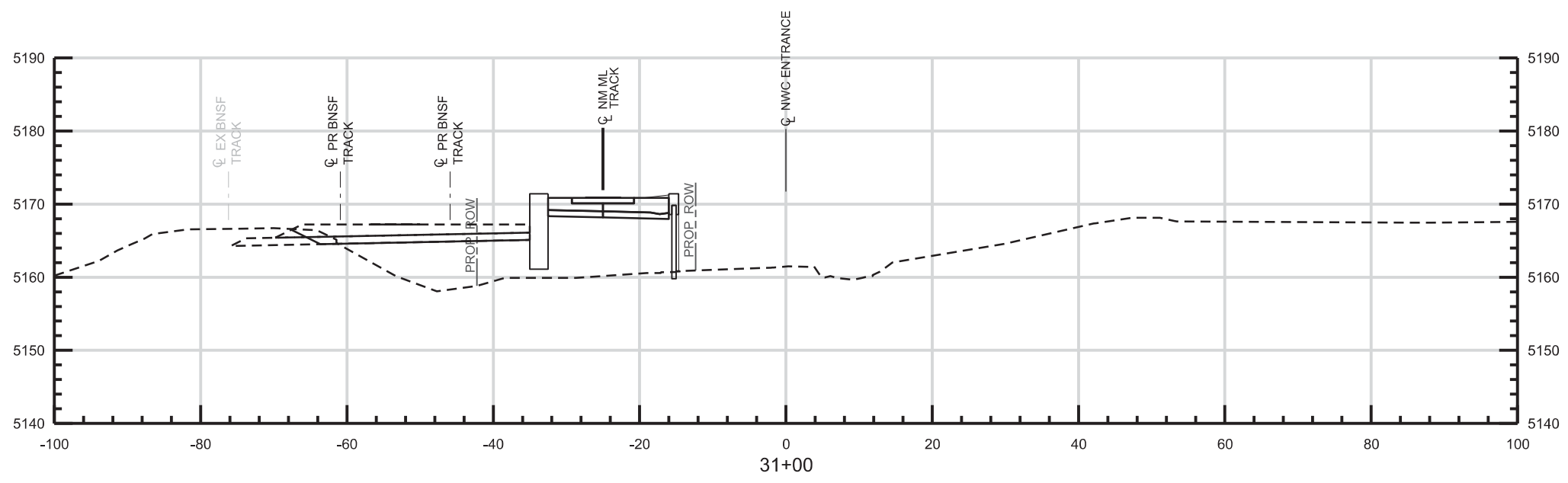
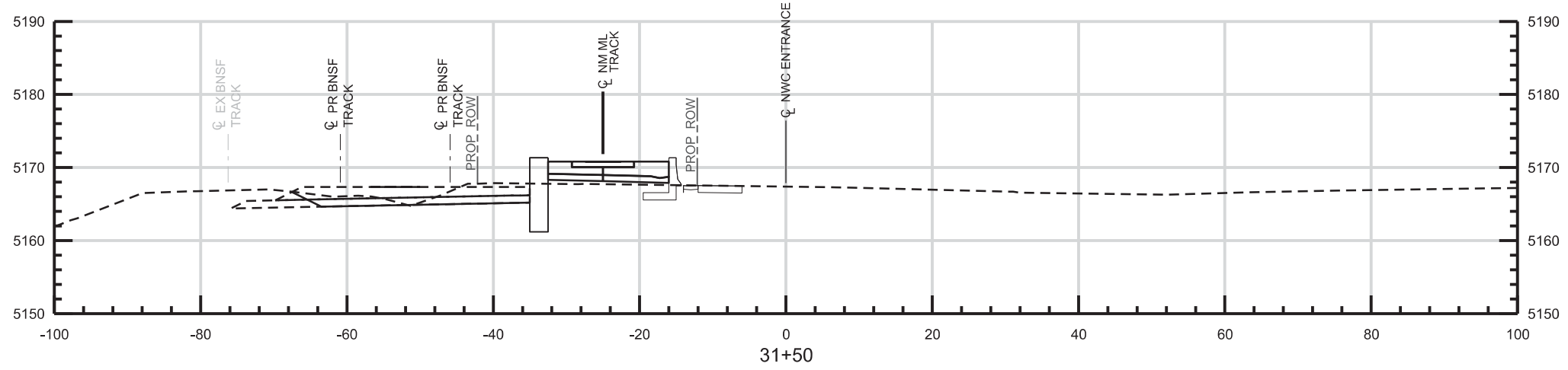
Exhibit D
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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014

CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

HORZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'



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 REGIONAL TRANSPORTATION DISTRICT
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 (303) 628-9000

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 31+00 TO STA 31+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

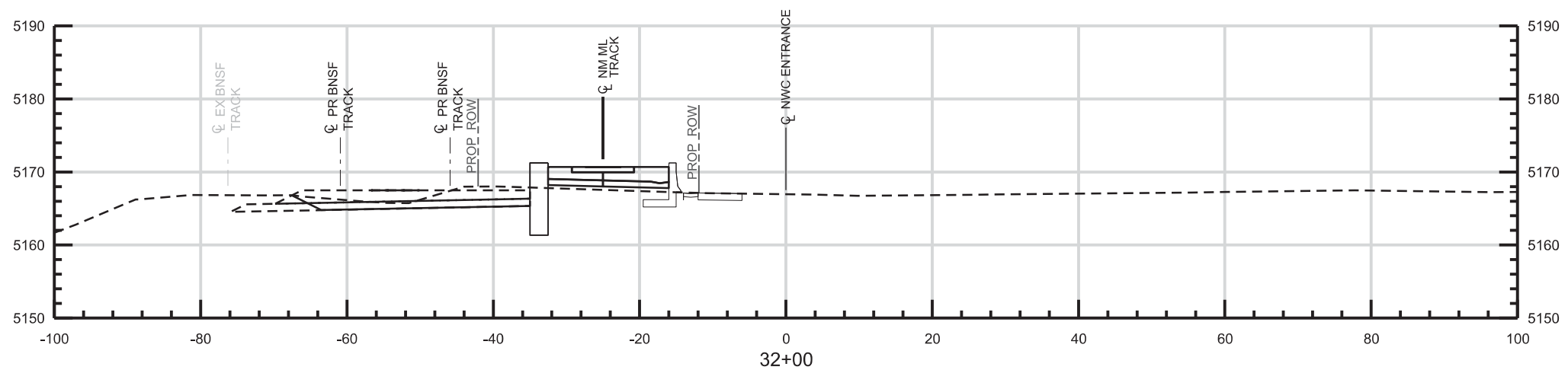
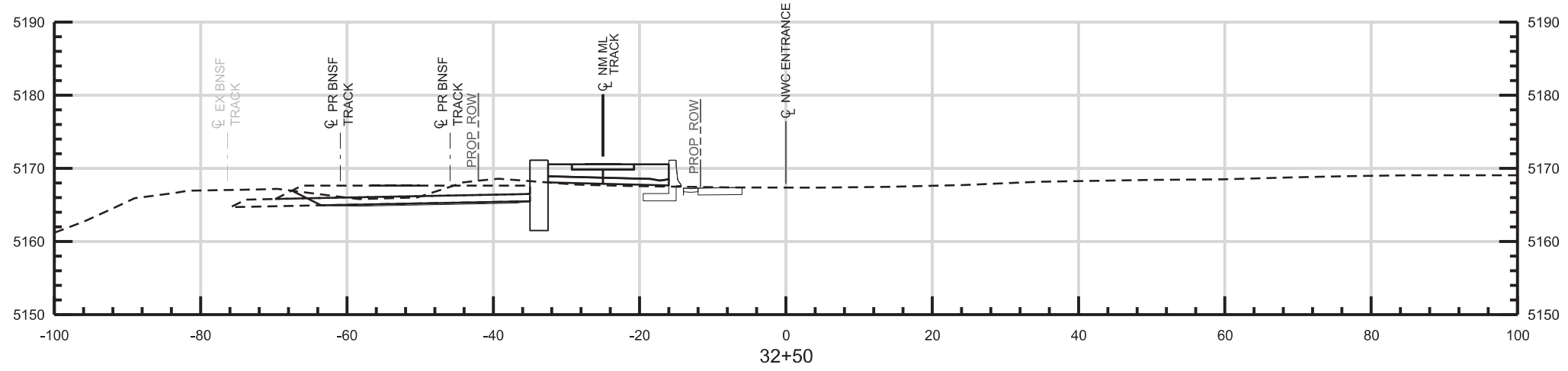
Exhibit D
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 DWG No. CX-019

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014

CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'



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 REGIONAL TRANSPORTATION DISTRICT
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 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 32+00 TO STA 32+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

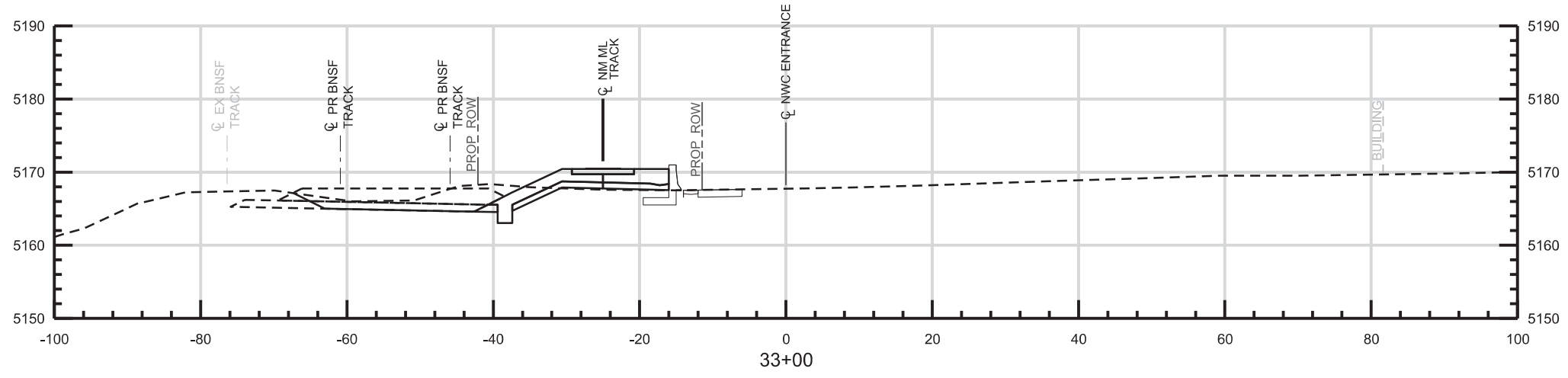
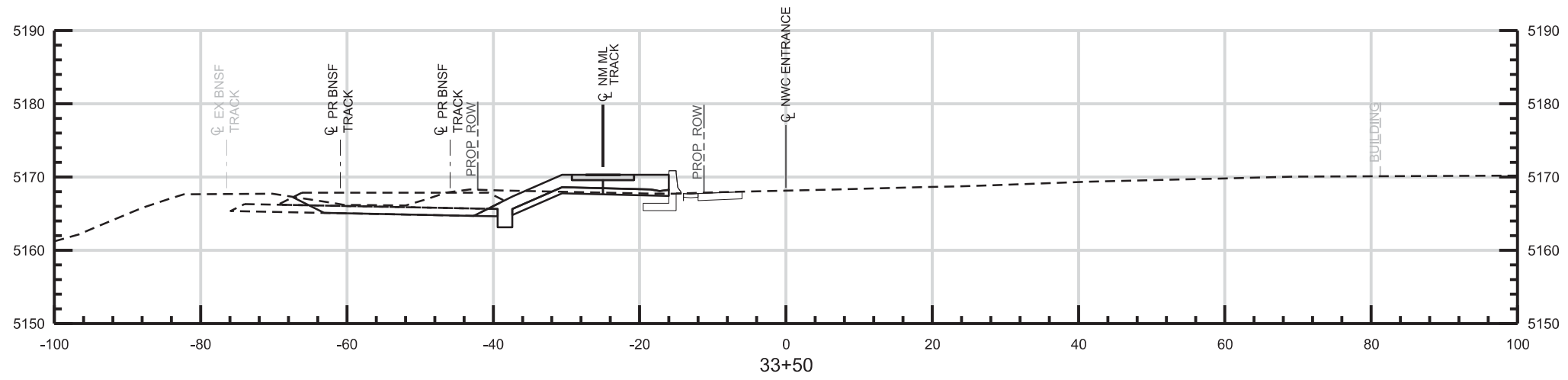
Exhibit D
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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014



CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

PARSONS BRINCKERHOFF
 555 17TH STREET
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 DENVER, CO 80202 (303) 832-9091

HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'

RTD FasTracks
 North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 33+00 TO STA 33+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

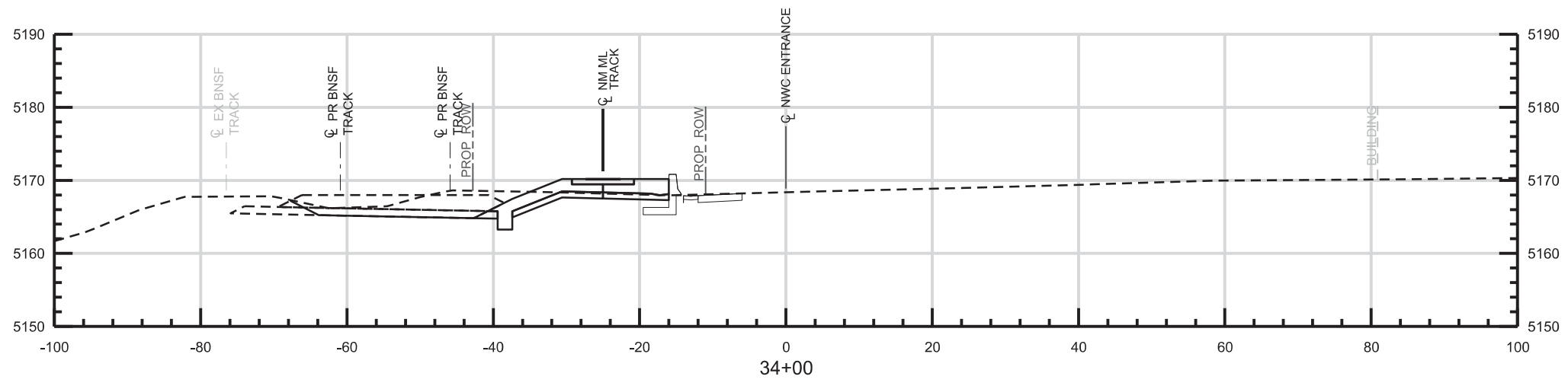
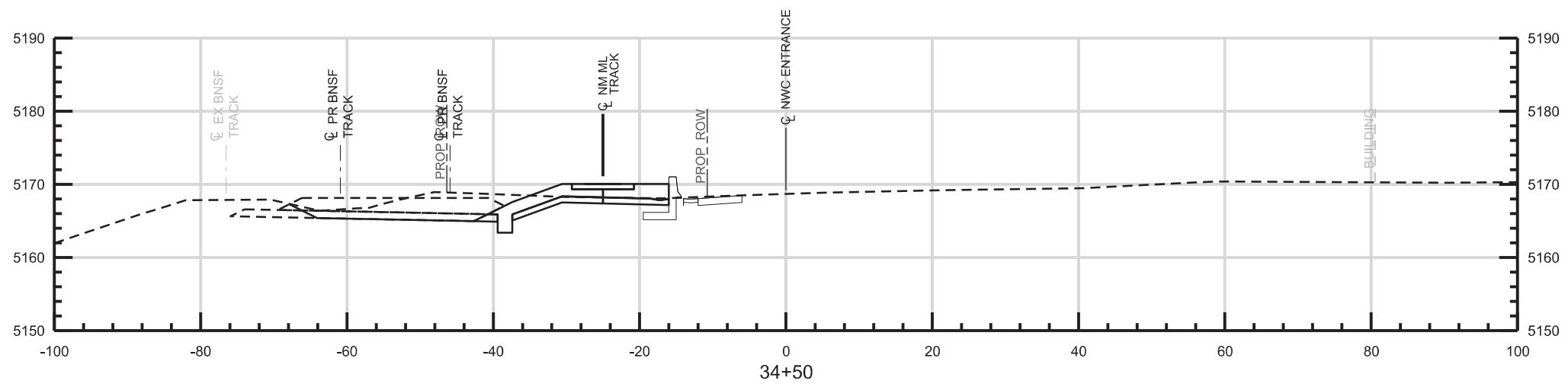
Exhibit D
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 DWG No. CX-021

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014



CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

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 555 17TH STREET
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 DENVER, CO 80202 (303) 832-9091

HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'

RTD FasTracks
 North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 34+00 TO STA 34+50

PRELIMINARY
 NOT FOR
 CONSTRUCTION

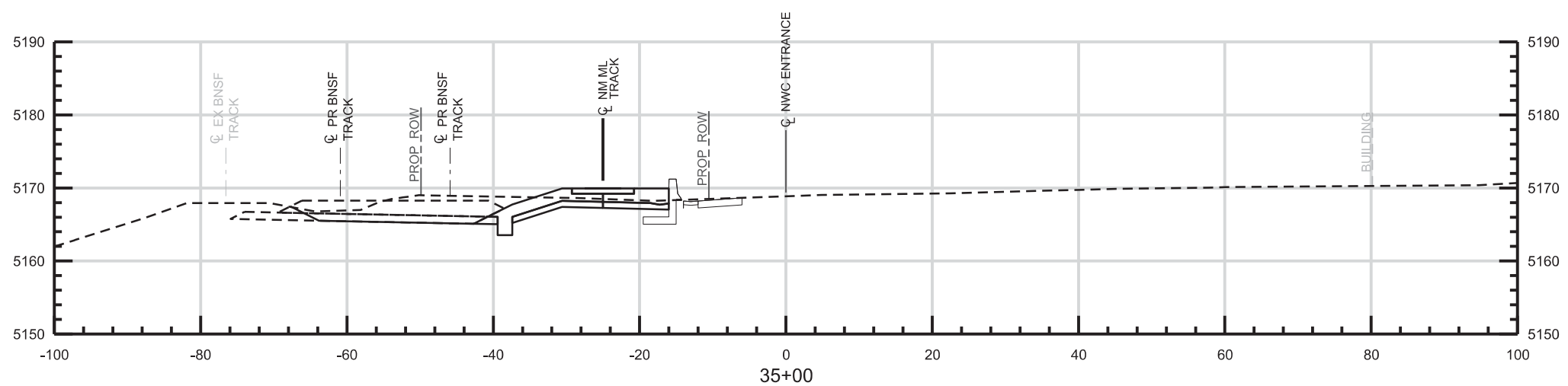
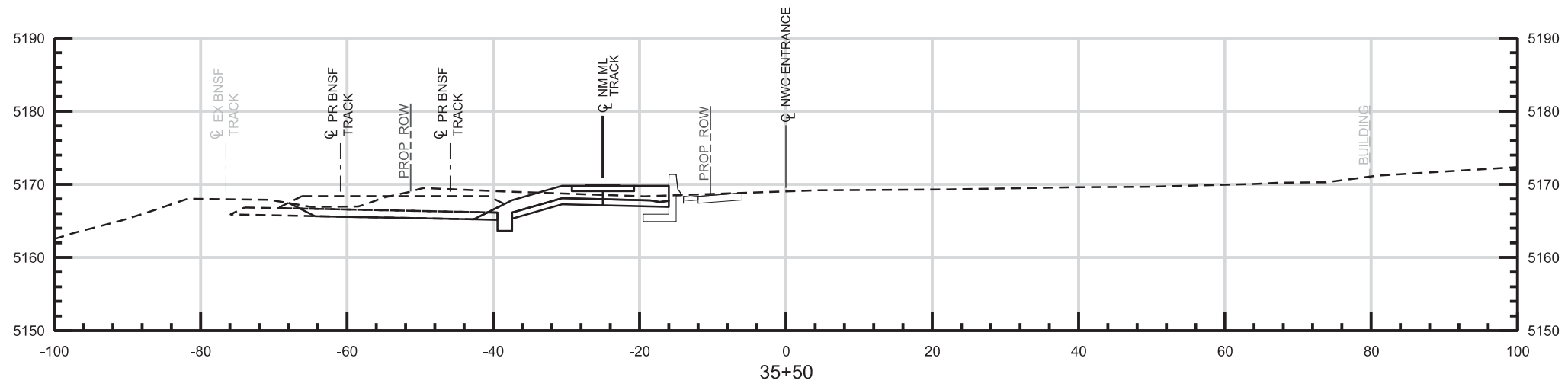
Exhibit D
Page 26 of 33
 DWG No. CX-022

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014

CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'



PARSONS BRINCKERHOFF
 555 17TH STREET
 SUITE 500
 DENVER, CO 80202 (303) 832-9091

RTD FasTracks
 North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 35+00 TO STA 35+50

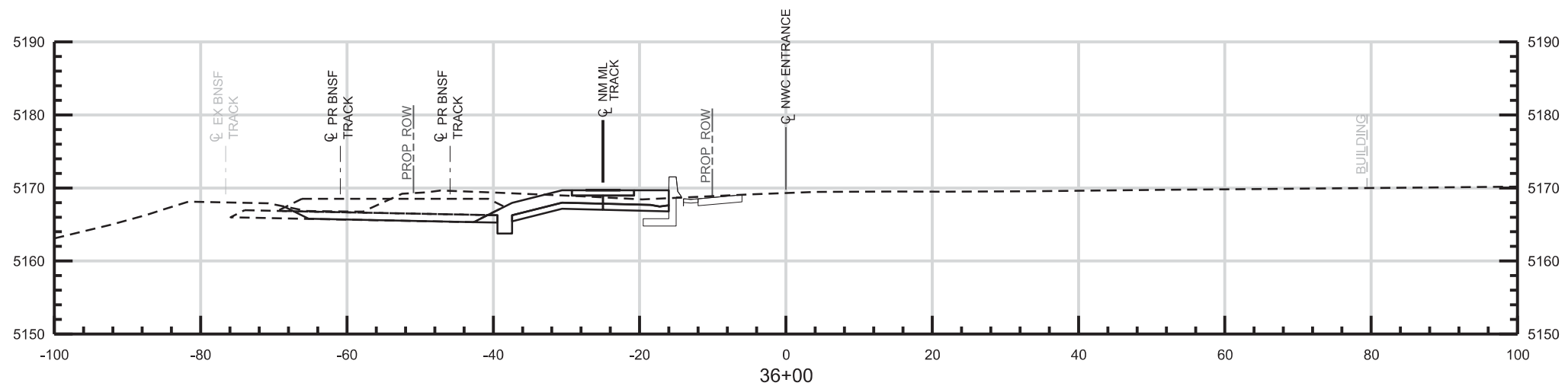
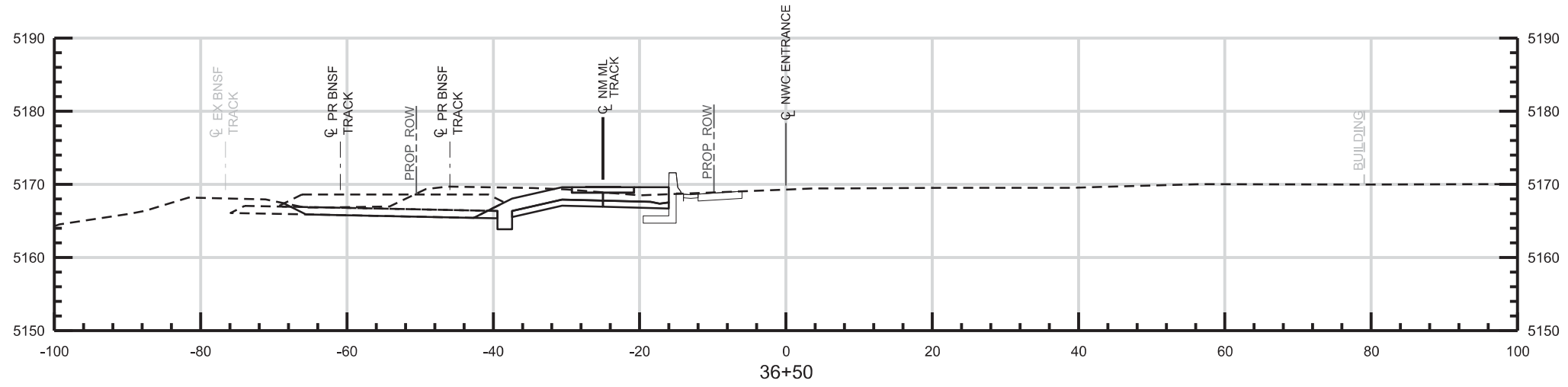
PRELIMINARY
 NOT FOR
 CONSTRUCTION

Exhibit D
Page 27 of 33
 DWG No. CX-023

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NO.	REVISIONS	BY	DATE
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A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
DRAWN BY: JB DATE: 11/04/2014



CHECKED BY: JC DATE: 11/7/2014
APPROVED BY: DATE:

PARSONS BRINCKERHOFF
555 17TH STREET
SUITE 500
DENVER, CO 80202 (303) 832-9091

HORIZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 20'

RTD FasTracks
North Metro Rail Line
REGIONAL TRANSPORTATION DISTRICT
1600 BLAKE STREET
DENVER, COLORADO 80202
(303) 628-9000

NORTH METRO RAIL LINE
NWC ENTRANCE
STA 36+00 TO STA 36+50

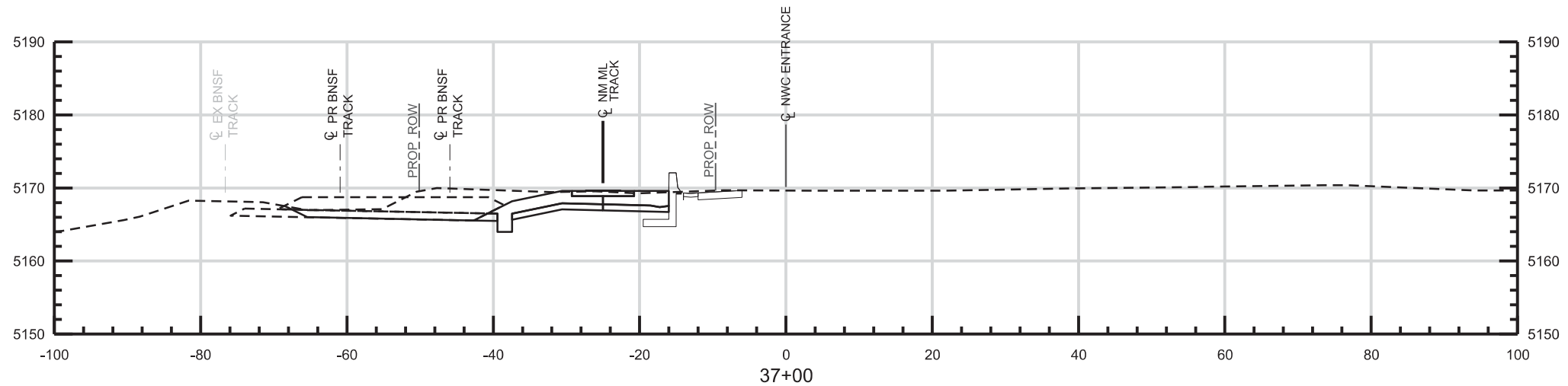
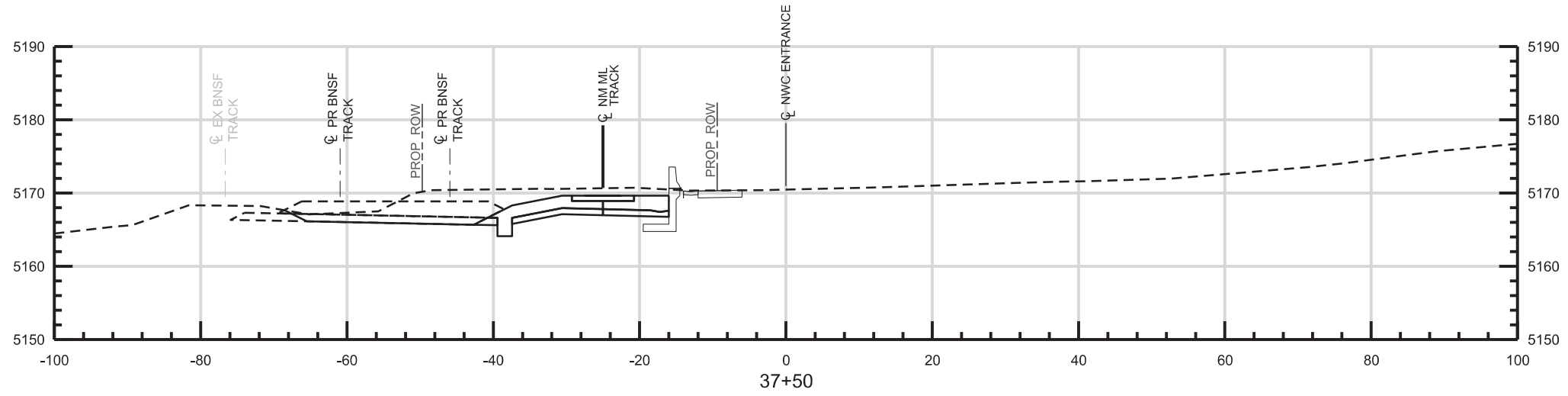
PRELIMINARY
NOT FOR
CONSTRUCTION

Exhibit D
Page 28 of 33
DWG No. CX-024

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12/4/2014



NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014

CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 37+00 TO STA 37+50

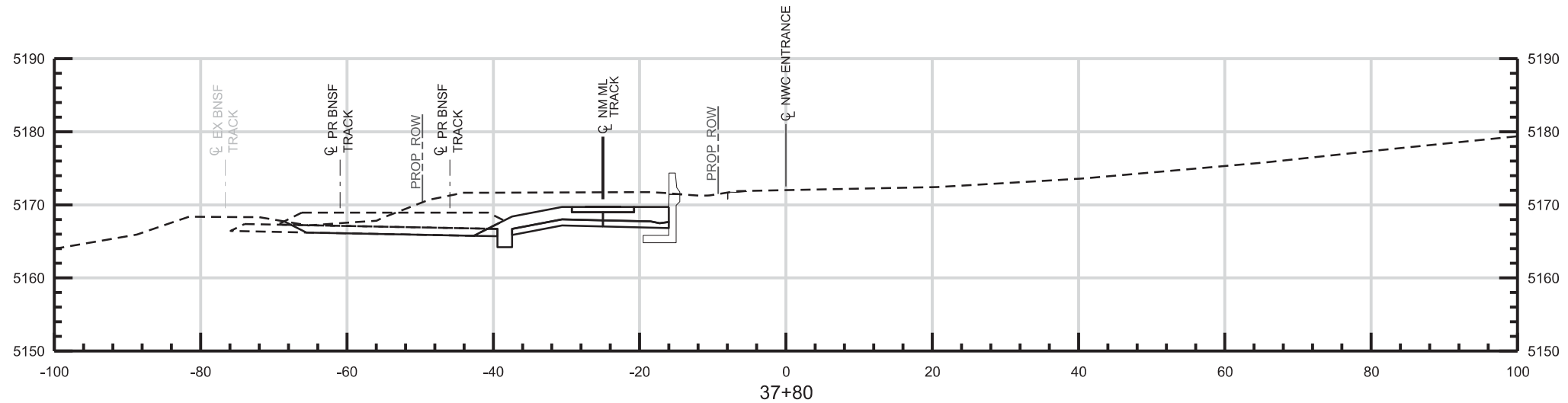
PRELIMINARY
 NOT FOR
 CONSTRUCTION

Exhibit D
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 DWG No. CX-025

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014

CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

NORTH METRO RAIL LINE
 NWC ENTRANCE
 STA 37+80 TO STA 37+80

PRELIMINARY
 NOT FOR
 CONSTRUCTION

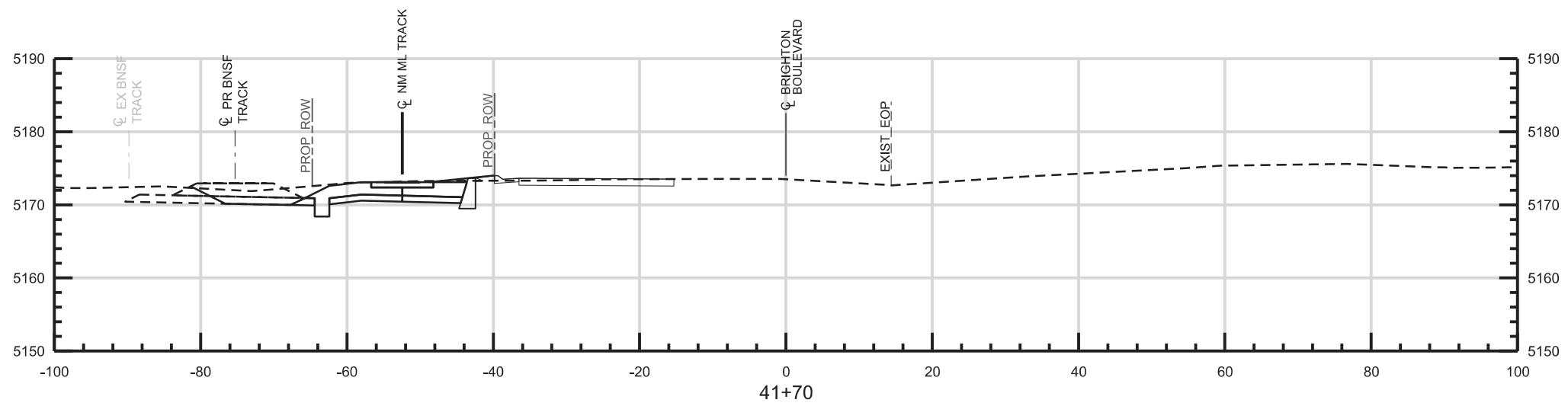
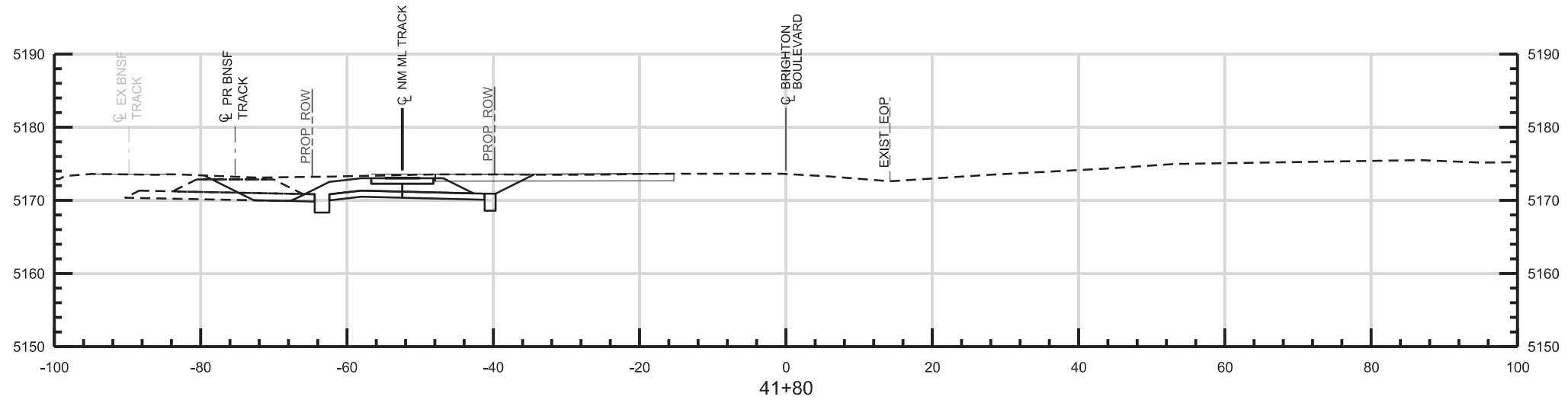
Exhibit D
Page 30 of 33
 DWG No. CX-026

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/14
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	JC	08/08/14

DESIGNED BY: JB DATE: 11/04/2014
 DRAWN BY: JB DATE: 11/04/2014



CHECKED BY: JC DATE: 11/7/2014
 APPROVED BY: DATE:

PARSONS BRINCKERHOFF
 555 17TH STREET
 SUITE 500
 DENVER, CO 80202 (303) 832-9091

HORIZ. SCALE: 1" = 20'
 VERT. SCALE: 1" = 20'

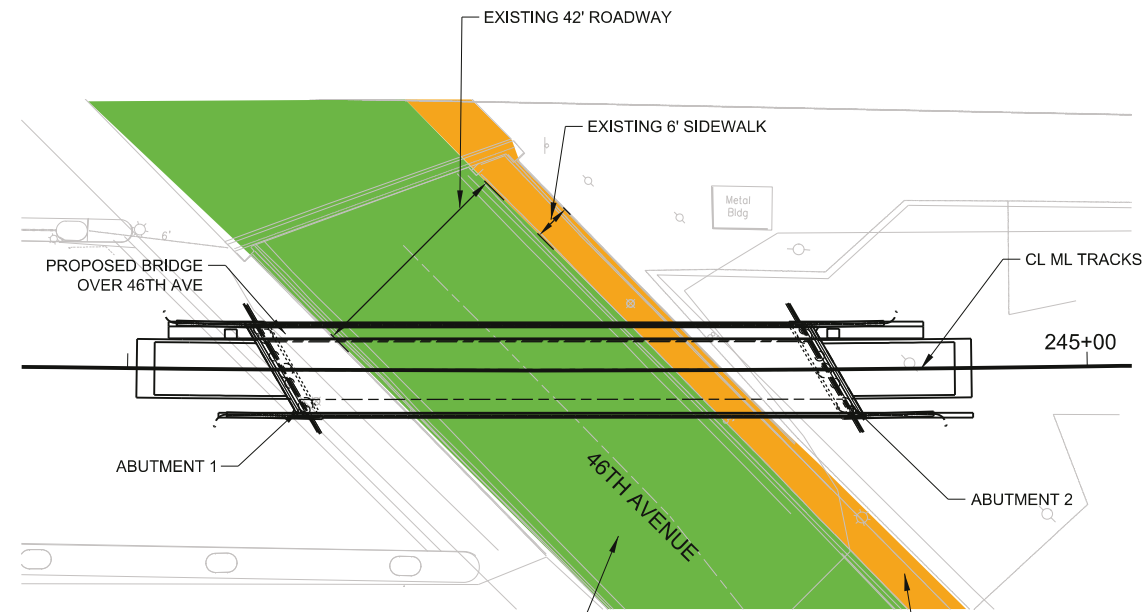
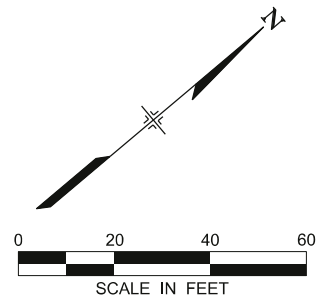
RTD FasTracks
 North Metro Rail Line
 REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
 BRIGHTON BOULEVARD/RIVERSIDE CEMETERY ACCESS
 STA 41+70 TO STA 41+80

PRELIMINARY
 NOT FOR
 CONSTRUCTION

Exhibit D
Page 31 of 33
 DWG No. CX-032

- ROADWAY CLOSURE
- SIDEWALK CLOSURE



ROADWAY SHALL BE CLOSED DURING GIRDER ERECTION.
SHORT TERM NIGHT TIME CLOSURE PREFERRED

PEDESTRIAN WALKWAY SHALL BE CLOSED DURING GIRDER ERECTION.
CONTRACTOR SHALL MAKE ACCOMODATIONS TO PROTECT PEDESTRIANS
ON WALKWAY THROUGH CONSTRUCTION ZONE AT ALL TIMES

GENERAL NOTES

- 1 PRIOR TO BEGINNING OF WORK IN THE ROW, THE CONTRACTOR SHALL CREATE A SITE SPECIFIC AND DETAILED CONSTRUCTION TRAFFIC CONTROL PLAN WHICH COVERS ALL PHASES AND DAY/NIGHT SIGNAGE CONDITIONS OF WORK, INCLUDING FINAL SIGNING AND STRIPING.
- 2 THE CONSTRUCTION TRAFFIC CONTROL PLAN SHALL BE REVIEWED AND ACCEPTED BY THE APPLICABLE AGENCY PRIOR TO COMMENCING ANY WORK.
- 3 CONTRACTOR SHALL DESIGNATE A TRAFFIC CONTROL SUPERVISOR AS DESCRIBED IN THE CONTRACT DOCUMENTS. THE TRAFFIC CONTROL SUPERVISOR MUST BE AVAILABLE 24 HOURS A DAY THROUGHOUT THE DURATION OF CONSTRUCTION.
- 4 CONTRACTOR SHALL FOLLOW CDOT SECTION 630 AND STANDARD PLANS S-630-1 AS THE BASELINE FOR ALL TRAFFIC CONTROL OPERATIONS.
- 5 CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITH RTD & BNSF WHILE WORKING IN RR ROW (FLAGGER REQUIRED)
- 6 AREA UNDER BRIDGE MAY NEED TO BE CLOSED FOR SHORT DURATIONS DURING DECK POURS AND PAINTING OPERATIONS.

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NO.	REVISIONS	BY	DATE
B	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	REP	12/05/2014
A	ISSUED FOR 60% SUBMITTAL, CDRL 03-036.07.04	REP	08/08/2014

DESIGNED BY: CMD DATE: 07/19/2014
 DRAWN BY: CTM DATE: 07/19/2014

CHECKED BY: REP DATE: 12/05/2014
 APPROVED BY: REP DATE:

HORZ. SCALE: 1" = 40'
 VERT. SCALE: N/A

2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058

REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

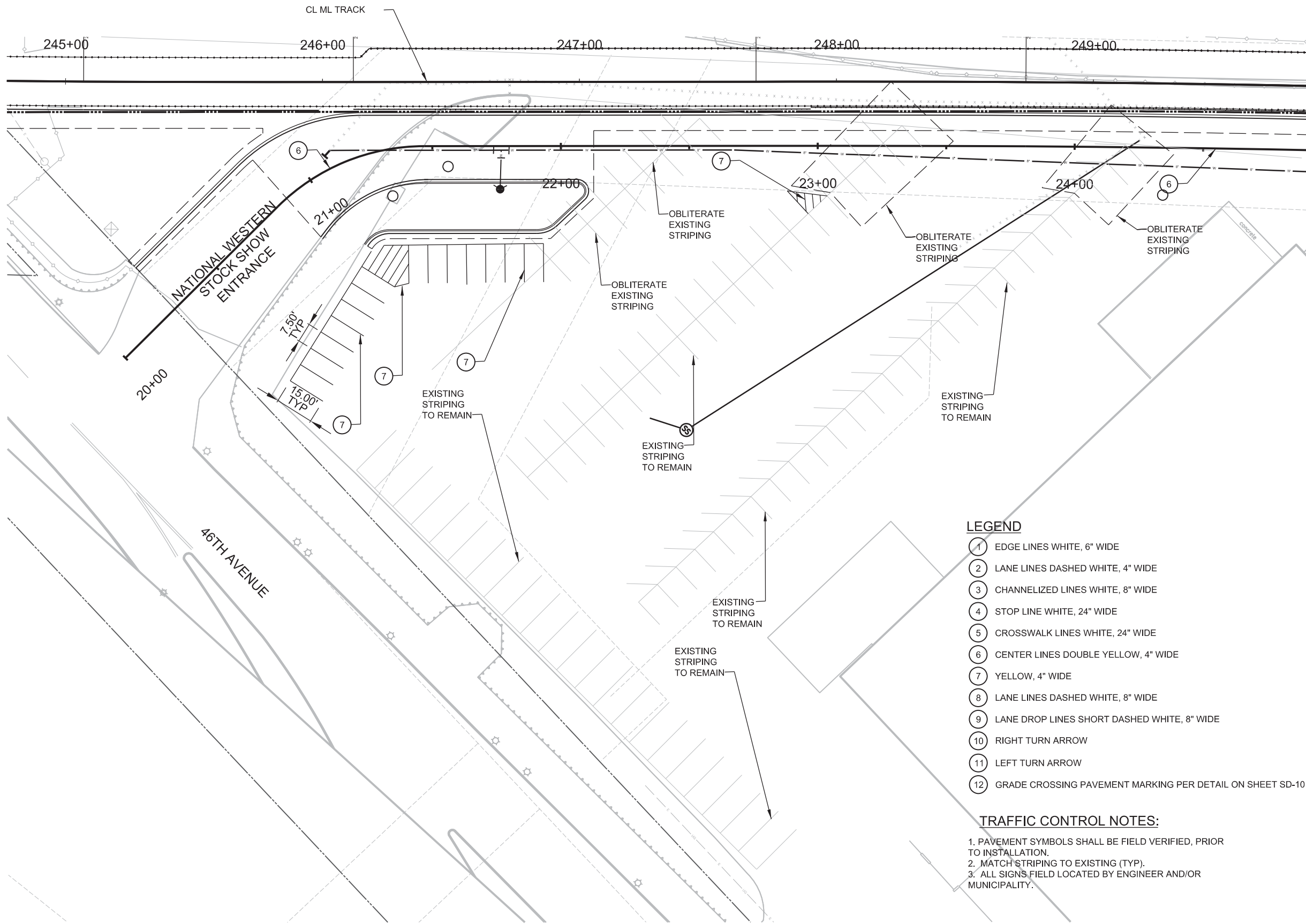
NORTH METRO RAIL LINE

PHASING PLAN
 46TH AVENUE

PRELIMINARY
NOT FOR
CONSTRUCTION

Exhibit D
Page 32 of 33
 DWG No. PH-001

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 1/5/2015 11:54:50 AM
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LEGEND

- ① EDGE LINES WHITE, 6" WIDE
- ② LANE LINES DASHED WHITE, 4" WIDE
- ③ CHANNELIZED LINES WHITE, 8" WIDE
- ④ STOP LINE WHITE, 24" WIDE
- ⑤ CROSSWALK LINES WHITE, 24" WIDE
- ⑥ CENTER LINES DOUBLE YELLOW, 4" WIDE
- ⑦ YELLOW, 4" WIDE
- ⑧ LANE LINES DASHED WHITE, 8" WIDE
- ⑨ LANE DROP LINES SHORT DASHED WHITE, 8" WIDE
- ⑩ RIGHT TURN ARROW
- ⑪ LEFT TURN ARROW
- ⑫ GRADE CROSSING PAVEMENT MARKING PER DETAIL ON SHEET SD-101

TRAFFIC CONTROL NOTES:

1. PAVEMENT SYMBOLS SHALL BE FIELD VERIFIED, PRIOR TO INSTALLATION.
2. MATCH STRIPING TO EXISTING (TYP).
3. ALL SIGNS FIELD LOCATED BY ENGINEER AND/OR MUNICIPALITY.


NO.	REVISIONS	BY	DATE
A	ISSUED FOR 90% SUBMITTAL, CDRL 03-037.07.04	JC	12/05/2014

DESIGNED BY: VKV DATE: 11/05/2014
 DRAWN BY: VKV DATE: 11/05/2014



REGIONAL RAIL PARTNERS
Balfour Beatty / GRAHAM JOINT VENTURE

CHECKED BY: REP DATE: 12/05/2014
 APPROVED BY: REP DATE:



Stantec

2000 SOUTH COLORADO BOULEVARD
 SUITE 2-300
 DENVER, COLORADO 80222
 (303) 758-4058



RTD FasTracks
 North Metro
 Rail Line

REGIONAL TRANSPORTATION DISTRICT
 1600 BLAKE STREET
 DENVER, COLORADO 80202
 (303) 628-9000

NORTH METRO RAIL LINE
NATIONAL WESTERN STOCK SHOW PARKING LOT
SIGNING AND STRIPING PLAN

PRELIMINARY
 NOT FOR
 CONSTRUCTION

Exhibit D
Page 33 of 33
 DWG No. CK-002

BRIDGE EASEMENT AGREEMENT

THIS BRIDGE EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the ____ day of _____ 2015, by and between WESTERN STOCK SHOW ASSOCIATION, a Colorado non-profit corporation (“**WSSA**” or the “**Grantor**”) and the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado (“**RTD**” or the “**Grantee**”).

WITNESSETH:

For and in consideration of the sum of Ten and no/100 Dollars (\$10.00) paid by the Grantee to the Grantor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. DEFINITIONS. The following terms shall have the following meanings throughout this Agreement:

A. “**Bridge**” means the bridge, conceptually described and depicted in the plans attached hereto as **Exhibit 1** (the “**Plans**”), that will be constructed by RTD at the Marion Street Site (defined below) on, over and through the Bridge Easement Property (defined below), which will provide access for the construction, operation, maintenance, repair and replacement of RTD’s North Metro Commuter Rail Line (the “**Rail Line**”).

B. “**Bridge Easement Property**” means the air rights over that portion of the Marion Street Site necessary for the construction, operation, maintenance, repair and replacement of the Bridge; the legal description of the Bridge Easement Property is attached hereto as **Exhibit 2**, and is labeled as “Aerial Esm’t” on the included diagram.

C. “**Center Pier**” means the pier necessary for RTD to construct, maintain and support the Bridge; the legal description of the location of the Center Pier is also depicted on **Exhibit 2**, and is labeled as “Surface Easement” on the included diagram .

D. “**Marion Street Site**” means that certain roadway located in the City and County of Denver that is at or near the intersection of Marion Street and East 47th Avenue (shown in **Exhibit 3**).

2. BRIDGE EASEMENT. WSSA hereby grants and conveys to RTD a perpetual easement to the Bridge Easement Property for any and all activities related to the construction, operation, maintenance, repair and replacement of the Rail Line (the “**Bridge Easement**”). RTD shall have exclusive use of the Bridge Easement from the bottom of the Bridge beam through the Bridge and above that portion of the Bridge reasonably necessary for construction, operation, maintenance, repair and replacement of the Bridge. RTD shall

have non-exclusive use of the Bridge Easement below the Bridge beam, consistent with the terms set forth herein.

3. CENTER PIER EASEMENT. WSSA also grants and conveys to RTD a perpetual, exclusive easement for purposes of construction, operation, maintenance, repair and replacement of the Center Pier that will support the Bridge (the “**Center Pier Easement**”). The Bridge Easement and Center Pier Easement shall be collectively referred to herein as the “**Easements**”.

4. RIGHTS GRANTED TO RTD. The Easements shall include the right to use the Bridge Easement Property and Center Pier and shall belong to RTD, its successors and assigns, its officers, agents, employees, designees, contractors, guests, and invitees and all those acting by or on behalf of them, pursuant to the following terms:

a. The right for ingress and egress over, under, across, and through the Bridge Easement Property.

b. The right to use the Bridge and to cause such noise, vibration and other effects that are usually caused by a commuter rail train traveling on, across and over a bridge; and

c. The right to construct, operate, maintain, repair and replace the Bridge or Center Pier to allow for the operation of the Rail Line; and

d. The right to enter upon the Bridge Easement Property to construct, operate, maintain, repair and replace the Bridge and Center Pier, or to remove objects that may unreasonably interfere with RTD’s rights herein; and

e. The right to have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Bridge and of the Center Pier; and

f. The right to assign to any governmental entity or to any public utility provider all rights to use and all obligations associated with the Easements being granted herein; and

g. The right to have and exercise the right and authority to grant temporary construction easements or license agreements to any governmental entity or public utility provider for any purpose authorized herein; and

h. WSSA will not unreasonably interfere with the rights granted to RTD in subparagraphs 4(a) through 4(g) above during RTD’s construction, operation, maintenance, repair and replacement activities; and

i. Notwithstanding any other provision of this Agreement, in order to minimize impact on the National Western Stock Show, except in the case of a bona fide emergency, RTD shall not conduct any construction, operation, maintenance, repair and replacement under the bridge beam on the Bridge Easement Property from December 1

through January 31 of each year without the prior written consent of WSSA.

5. RTD'S ACCEPTANCE. RTD hereby agrees to accept WSSA's grant and conveyance of the Easements.

6. CONSTRUCTION/MAINTENANCE. All construction, operation, maintenance, repair and replacement work relating to the Bridge or Rail Line, or otherwise conducted by RTD on the Bridge Easement Property shall be completed by RTD, at no expense to WSSA, in a good and workmanlike manner and shall be free and clear of liens and encumbrances. RTD shall keep and maintain in good repair any of its work and property on the Bridge Easement Property and Center Pier. RTD shall give WSSA reasonable written advance notice before commencing repairs.

7. TOOLS AND EQUIPMENT. WSSA shall not store any tools, equipment, material or property on the Bridge Easement Property without the prior express written consent of RTD. To the extent that RTD gives any such express prior written consent, all tools, equipment and materials shall be kept or stored at least four feet from the outer rail of any rail track (measured horizontally) or Center Pier in the vicinity of the Bridge Easement Property. WSSA shall not store or use any explosives or other highly flammable substances on the Bridge Easement Property. WSSA specifically assumes all risk of loss, damage, or destruction to any property that it stores on the Bridge Easement Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft or vandalism.

8. ENVIRONMENTAL MATTERS. Neither party shall use, produce, treat, generate, release, discharge, store, dispose, transport or cause to be transported any hazardous substances at, on, under, over, in or about the Bridge Easement Property or Center Pier. A party shall notify the other party in writing within ten (10) days of its receipt of any notice of a violation of any environmental law or regulation relating to the Bridge Easement property. Such notice shall include a copy of any notice of violation. The term "hazardous substances" shall mean any toxic or hazardous or noxious substance, material or waste that is regulated by any government authority. For purposes of this paragraph 8, the following activities shall not constitute the transport of hazardous materials in or about the Bridge Easement Property or Center Pier: (a) fuel trucks with approximate tank sizes of up to 150 gallons driven through the Bridge Easement Property by or on behalf of WSSA; (b) weed sprayer trucks with approximate tank sizes of up to 250 gallons driven through the Bridge Easement Property by or on behalf of WSSA; and (c) up to 100 pound propane tanks transported through the Bridge Easement Property by or on behalf of WSSA.

9. WSSA'S USE OF BRIDGE EASEMENT PROPERTY. WSSA shall retain fee ownership of the Bridge Easement Property and may use it for any purpose not inconsistent with RTD's reasonable enjoyment of RTD's rights set forth in this Agreement. The Parties expressly agree that uses of the Bridge Easement Property that are consistent with WSSA's historical use of the Bridge Easement Property are consistent with RTD's reasonable enjoyment of the Bridge Easement Property. Such uses include use of the Bridge Easement Property as an underpass under one or more railroad bridges for purposes

including, but not limited to: passage of pedestrian, livestock and vehicle traffic; transport of livestock feed and supplies; transport of equipment and supplies used by WSSA; and transport of trash and other waste generated on-site. WSSA's use of the Bridge Easement Property shall be in conformance with all appropriate ordinances, regulations, resolutions and laws of the governmental entity or entities with authority over the Bridge Easement Property.

10. NO INTERFERENCE BY WSSA. WSSA shall not interfere in any manner with the construction, operation, maintenance, repair and replacement of the Rail Line over or through the Bridge Easement Property. WSSA shall not place, erect, install, or permit on the Bridge Easement Property any building, structure or other above ground construction that may interfere with the Rail Line, unless it has RTD's express prior written consent. WSSA shall not take any action that would impair the lateral or subjacent support for the commuter rail line track or any pier, base or supporting structure, including the Center Pier. If WSSA violates the terms of this paragraph, then the violation shall immediately be eliminated by WSSA upon receipt of written notice from RTD. If WSSA does not immediately eliminate the violation, then RTD shall have the immediate right to correct or eliminate such violation at the expense of the WSSA. WSSA shall promptly reimburse RTD for any expenses related thereto.

11. RTD'S USE OF THE BRIDGE EASEMENT PROPERTY; INSURANCE. RTD, its contractors, subcontractors, agents, and anyone else acting on RTD's behalf or at RTD's direction (collectively, "RTD Agents") shall comply with all health and safety requirements applicable to the Bridge Easement Property including, without limitation, all applicable Occupational Safety and Health Administration requirements. RTD and any RTD Agents accessing the Bridge Easement Property will maintain a commercial general liability and automobile liability insurance policy covering the Bridge Easement Property with limits of liability of no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. RTD's self-insured automobile policy satisfies the automobile liability insurance policy requirement with regard to RTD. RTD and any RTD Agents accessing the Bridge Easement Property will also maintain Workers Compensation as required by statute, Employers Liability, and an excess or Umbrella policy in the amount of \$1,000,000 per occurrence. After commencement of revenue service of North Metro Corridor rail transit, WSSA may from time to time require reasonable adjustments in such insurance policies, including reasonable increases to policy limits. All such insurance policies shall name WSSA as additional insureds. RTD will require that any RTD Agents accessing the Bridge Easement Property indemnify WSSA to the same extent as RTD for any liabilities caused by their work.

12. BENEFITS AND BURDENS. The benefits and burdens of the Easements shall inure to and be binding upon the legal representatives, successors and permitted assigns of RTD and WSSA.

13. RUNS WITH THE LAND. The provisions of this Agreement shall run with the land. The Bridge Easement and Center Pier Easement shall be appurtenant to that certain property conveyed by WSSA to RTD in fee simple, pursuant to the Bargain and Sale Deed dated _____ and recorded in the real property records of the

City and County of Denver on _____ at Reception No.
_____.

14. MODIFICATION AND WAIVER. This Agreement may not be modified except by a writing signed by all of the parties hereto. Neither party shall be deemed to have waived any right or remedy under or with respect to this Agreement unless such waiver is expressed in a writing signed by such party. No waiver of any right or remedy under or with respect to this Agreement by a party on any occasion or in any circumstance shall be deemed to be a waiver of any other right or remedy on that occasion or in that circumstance nor a waiver of the same or of any other right or remedy on any other occasion or in any other circumstance.

15. HEADINGS AND INTERPRETATION. Headings and captions contained in this Agreement are solely for the convenience of the parties and are not to be considered in interpreting or construing this Agreement or the parties' rights, remedies, and obligations hereunder. The words "herein," "hereof," and "hereunder," when used in this Agreement, refer to this Agreement in its entirety. Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include all genders.

16. EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in several counterparts, including with electronic or scanned signatures, each of which will be an original and all of which will constitute one and the same document. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

17. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the obligations set forth in this Agreement.

18. APPLICABLE LAW; VENUE. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute shall be in the District Court for the City and County of Denver, Colorado.

19. RECORDING. RTD will record this Agreement with the Clerk and Recorder of the City and County of Denver.

THIS AGREEMENT shall become effective on the date it is signed by the appropriate representatives for Grantor and RTD.

Grantor:

Western Stock Show Association, a Colorado non-profit corporation

By: _____

Date: _____

[Printed Name]

Title: _____

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this ____ day of _____ 2015 by

_____.

Witness my hand and official seal.

My commission expires:

Notary Public

Grantee:

REGIONAL TRANSPORTATION DISTRICT

By: _____

Date: _____

[Printed Name]

Title: _____

APPROVED AS TO FORM:

Robert R. Duncan, Esq.
The Law Office of Robert R. Duncan, LLC

#

CONSENT AND SUBORDINATION OF LENDER

U.S. BANK NATIONAL ASSOCIATION, a national banking association (“**Lender**”), is the beneficiary under: (A) a First Deed of Trust, Security Agreement and Assignment of Rents granted by Western Stock Show Association, a Colorado nonprofit corporation (“**Borrower**”), to the Public Trustee of the City and County of Denver, Colorado (the “**Public Trustee**”), for the benefit of Lender, recorded on October 17, 2006 at Reception No. 2006165928 in the Real Estate Records of the City and County of Denver, Colorado (the “**County Records**”); and (B) an Amended and Restated First Deed of Trust, Security Agreement and Assignment of Rents granted by Borrower to the Public Trustee for the benefit of Lender, recorded on October 17, 2007 at Reception No. 2007162501 in the County Records (collectively, the “**Deeds of Trust**”).

Lender hereby consents to and approves the foregoing Bridge Easement Agreement and agrees that the lien(s) of the Deeds of Trust are subject and subordinate to the foregoing Bridge Easement Agreement.

Dated as of the ____ day of _____, 2015.

LENDER:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____

[Printed Name]

Title: _____

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

The foregoing Consent and Subordination of Lender, was acknowledged before me this ____ day of _____, 2015, by _____, as Vice President of U.S. Bank National Association, a national banking association.

Witness my hand and official seal.

Notary Public

My commission expires: _____#

#