

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this “**Amendment**”), dated as of the date indicated on the City’s signature page (the “**First Amendment Effective Date**”), is made by and between the City and County of Denver (the “**City**”), a municipal corporation organized and operating as a home rule city under the laws of the State of Colorado, and Broadway Station Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 1**”). The City and District No. 1 are sometimes referred to in this Amendment collectively as the “Parties,” or each individually as a “Party.”

WITNESSETH:

A. District No. 1 was organized by order of the District Court in and for the City and County of Denver, entered on May 22, 2006, to provide for, among other matters, the financing, design, planning, acquisition, construction, installation, operation, maintenance, repair, and replacement of various public infrastructure improvements and facilities as more fully set forth in its Service Plan, which was approved by the City Council on February 6, 2006, as amended and supplemented by that First Amendment to Service Plan, effective as of October 31, 2017 (together and as may be further amended or restated from time to time, the “**Service Plan**”).

B. The Service Plan requires District No. 1 to approve and execute an intergovernmental agreement once organized.

C. The City and District No. 1 approved and executed that certain Intergovernmental Agreement effective October 20, 2017, as amended by that Memorandum concerning Modification of Intergovernmental Agreement Exhibit C – Operations and Maintenance Matrix, dated April 15, 2022 (collectively, the “**2017 IGA**”).

D. The Parties desire to amend the 2017 IGA as set forth below.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, the covenants and conditions contained herein, and for other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the 2017 IGA as follows:

1. Authority and Capitalized Terms.

(a) Unless otherwise defined herein, capitalized terms used herein without definition shall have the meanings set forth in the 2017 IGA.

(b) The provisions of this Amendment shall supersede and prevail over any conflicting provisions of the 2017 IGA. Save and except as expressly amended hereby, all of the terms and provisions of the 2017 IGA continue in full force and effect and are applicable to the provisions of this Amendment and the obligations of the parties hereunder.

2. Amendments. The 2017 IGA is hereby amended as follows:

(a) **Section 1.1 Definitions.** Section 1.1 is hereby amended by deleting the following defined terms in their entirety and replacing them with the defined terms, or inserting new defined terms, as set forth below:

(i) “Development Agreement” is deleted and replaced with:

“Development Agreement” means the Agreement Concerning Environmental Standards, Open Space, Vested Rights, And Horizontal Infrastructure Design And Construction between the City and the Organizer, which Development Agreement was approved by the Denver City Council on June 20, 2016 and is recorded in the real property records of the City and County of Denver at Reception No. 2016086857, as such agreement may be amended from time to time.

(ii) “Eligible Costs” is deleted and replaced with:

“Eligible Costs” means (i) the estimated costs of Construction of the Eligible Improvements, including without limitation the costs of, and all expenses and fees associated with, any demolition, environmental remediation and insurance, engineering, architectural, surveying, construction, management, inspection, permits, insurance, deductibles on any type of insurance, land acquisitions, and legal, accounting and other professional services, some or all of which Eligible Improvements may be financed, funded, acquired, constructed and completed by the Districts as set forth in the Infrastructure Development Budget, which costs may be adjusted in accordance with the Adjusted Infrastructure Development Budget, and may vary item by item over time with respect to both the amount of the costs and the scope of such Eligible Improvements, and (ii) the costs of any other capital improvements, equipment, land acquisitions, and related expenses authorized in accordance with Sections 4.2 and 4.3.

(iii) “Infrastructure Master Plan” or “IMP” is deleted and replaced with:

“Infrastructure Master Plan” or “IMP” means the Infrastructure Master Plan, which was approved by the City's Development Review Committee and is on file with the City Clerk at File No. 2016-0236, as the same may be amended from time to time.

(iv) “Executive Director of Public Works” is deleted and replaced with:

“Executive Director of DOTI” means the Executive Director of the City’s Department of Transportation and Infrastructure or such Executive Director’s designee. Any references to the “Executive Director of Public Works” in the 2017 IGA shall be automatically updated to instead refer to the Executive Director of DOTI.

(b) **Section 8.16. No Discrimination in Employment.** A new Section 8.16 shall be incorporated into the 2017 IGA as follows:

“No Discrimination in Employment. In connection with the performance of work under the Agreement, the District may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The District shall insert the foregoing provision in all subcontracts.”

(c) **Section 8.17. Examination of Records.** A new Section 8.17 shall be incorporated into the 2017 IGA as follows:

“Examination of Records. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the District’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The District shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the termination of this Agreement according to its terms or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require District to make disclosures in violation of state or federal privacy laws. The District shall at all times comply with D.R.M.C. 20-276.”

(d) **Section 8.18. Compliance with Denver Wage Laws.** A new Section 8.18 shall be incorporated into the 2017 IGA as follows:

“Compliance with Denver Wage Laws. To the extent applicable to the District’s provision of services hereunder, the District shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. sections. By executing this Agreement, the District expressly acknowledges that the District is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the District, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. sections shall result in the penalties and other remedies authorized therein. The District shall insert the foregoing provision in all subcontracts.”

(e) **Section 8.19. Liability.** A new Section 8.19 shall be incorporated into the 2017 IGA as follows:

“Liability. At all times during the term of this Agreement the District shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended. This obligation shall survive the termination of this Agreement.”

(f) **Section 8.20. Relationship of Parties.** A new Section 8.20 shall be incorporated into the 2017 IGA as follows:

“Relationship of Parties. No Party to this Agreement shall be deemed to be an agent of the other or be deemed as acting on the other’s behalf for agency purposes. Each Party agrees not to assume, create, or enter into any obligation, agreement, or commitment of any nature on behalf of the other, except as specifically authorized in this Agreement. All Parties further agree not to make any warranties or representations to any third party concerning any matters that are not in accordance with this Agreement.”

(g) **Exhibit B.** Exhibit B attached to the 2017 IGA is hereby deleted in its entirety and replaced by the attached Exhibit B, which is hereby incorporated by reference. All references in the 2017 IGA to Exhibit B shall be deemed to refer to the Exhibit B attached to this Amendment.

(h) **Exhibit C.** Exhibit C attached to the 2017 IGA is hereby deleted in its entirety and replaced by the attached Exhibit C, which is hereby incorporated by reference. All references in the 2017 IGA to Exhibit C shall be deemed to refer to the Exhibit C attached to this Amendment.

3. **No Other Changes.** Except as expressly modified hereby, the terms of the 2017 IGA shall remain unmodified and in full force and effect. The 2017 IGA, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect.

4. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each Party may rely upon a “pdf” or electronic counterpart of this Amendment signed by the other Party with the same effect as if such Party had received an original counterpart signed by such other Party. The Parties agree not to object to the admissibility of the Amendment 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.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date set forth above.

**THIS IS JUST A SAMPLE CITY SIGNATURE PAGE
CITY SIGNATURE PAGE SHALL BE SEPARATELY GENERATED**

CITY: **CITY AND COUNTY OF DENVER**, a municipal corporation

By: _____
[]
[]

DISTRICT NO. 1: **BROADWAY STATION METROPOLITAN DISTRICT NO. 1**
a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Mark Tompkins, President

Attest:

By: _____
Elizabeth Lee, Assistant Secretary

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date set forth above.

**THIS IS JUST A SAMPLE CITY SIGNATURE PAGE
CITY SIGNATURE PAGE SHALL BE SEPARATELY GENERATED**

CITY: CITY AND COUNTY OF DENVER, a municipal corporation

By: _____
[]
[]

DISTRICT NO. 1: BROADWAY STATION METROPOLITAN DISTRICT NO. 1
a quasi-municipal corporation and political subdivision of the State of Colorado

By: ^{DocuSigned by:} *Mark Tompkins* _____
_{28702B19447046F...}
Mark Tompkins, President

Attest:

By: ^{Signed by:} *Elizabeth Lee* _____
_{11980EE2090C962}
Elizabeth Lee, Assistant Secretary

Contract Control Number:
Contractor Name:
NO 1

FINAN-202581784-01 [201736714-01]
BROADWAY STATION METROPOLITAN DISTRICT

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:

Mayor

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

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

Assistant City Attorney

Manager of Finance

By:

Auditor

Contract Control Number:
Contractor Name:
NO 1

FINAN-202581784-01 [201736714-01]
BROADWAY STATION METROPOLITAN DISTRICT

By: See Attached Signature Page

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B (Revised)

Exhibit B		SITE INFRASTRUCTURE CONSTRUCTION BUDGET		2017 Initial Budget		2025 Amendment	
Phase	Phase Description	Metro District Costs	TIF Costs	Metro District Costs	TIF Costs	Metro District Costs	TIF Costs
Phase SE0.5 - Pond C, Outfall to River and Extension of Storm Sewer from Pond C to East Side of RR							
01-Hard & Soft Costs	Detention Pond C and Outfall to River		771,385		771,385		771,385
02-Hard & Soft Costs	Storm Outfall - Pond C to East Side of R&R		1,037,115		1,037,115		1,037,115
Sub-Total Phase 0.5			1,808,500		1,808,500		1,808,500
Phase SE0.75 - Wet Utilities & Temporary Roads for Fire & Construction for SE1							
03-Hard & Soft Costs	S. Bannock Way (W. Tennessee Ave. to W. Hoye Pl.)		639,578		639,578		639,578
04-Hard & Soft Costs	W. Hoye Pl. (Broadway to S. Bannock Way)		608,115		608,115		608,115
05-Hard & Soft Costs	W. Tennessee Ave. (Broadway to S. Bannock Way)		1,003,407		1,003,407		1,003,407
06-Hard & Soft Costs	S. Bannock Way (W. Hoye Pl. to S. Acoma Bridge)		387,433		387,433		387,433
07-Hard & Soft Costs	Acoma St. (W. Hoye Pl. to South Market Square)		315,298		315,298		315,298
08-Hard & Soft Costs	Offsite Water		239,205		239,205		239,205
Sub-Total Phase 0.75			3,193,037		3,193,037		3,193,037
Phase SE1 - Permanent Roads & Dry Utilities: Parcels E&F							
09-Hard & Soft Costs	S. Bannock Way (W. Hoye Pl. to S. Acoma Bridge)		299,106		299,106		299,106
10-Hard & Soft Costs	Acoma St. (W. Hoye Pl. to South Market Square) [NOTE: Deleted from SOW]		1,251,899		-		-
11-Hard & Soft Costs	Broadway Streetscape Improvements (W. Hoye Pl. to Mississippi)		155,869		155,869		155,869
12-Hard & Soft Costs	Mississippi Streetscape & Trail Improvements		257,476		257,476		257,476
13-Hard & Soft Costs	S. Bannock Way (W. Tennessee to W. Hoye Pl.) - No Streetscape		193,404		193,404		193,404
14-Hard & Soft Costs	W. Hoye Pl. (S. Bway to S. Bannock Way) - w/Streetscape on South Side Only & Temp North Walks		463,601		463,601		463,601
15-Hard & Soft Costs	W. Tennessee Ave. (S. Broadway to S. Bannock Way) - w/o Streetscape		1,028,013		1,028,013		1,028,013
Sub-Total Phase SE1			3,649,366		2,397,467		2,397,467
Phase SE2 - Temporary Roads, Wet & Dry Utilities & Permanent Roads: Parcels C & D							
16-Hard & Soft Costs	W. Tennessee Ave. (S. Bannock Way to Broadway) - South Side Streetscape Only	407,739		407,739			
17-Hard & Soft Costs	W. Hoye Pl. (S. Broadway to S. Bannock Way) - North Side Streetcape Only	189,237		189,237			
18-Hard & Soft Costs	S. Bannock Way (Tenn to Hoye) - Streetscape Only	184,286		184,286			
19-Hard & Soft Costs	Acoma St (Tennessee to Hoye)	1,439,517		1,439,517			
20-Hard & Soft Costs	Broadway Streetscape Improvements (Hoye to Tennessee)	105,153		105,153			
21-Hard & Soft Costs	Gateway Entry Sign	300,000		300,000			
21A-Hard & Soft Costs	South Pedestrian Bridge East Landing Plaza^					591,292	
Sub-Total Phase SE2		2,625,931		3,217,223			
Phase SE2.5 Wet Utilities & Temporary Roads for Fire & Construction for SE3							
22-Hard & Soft Costs	Parcels H and S Utilities		41,415		41,415		41,415
23-Hard & Soft Costs	Garden Utilities		70,215		70,215		70,215
24-Hard & Soft Costs	S. Bannock Way (W. Tennessee Ave. to Acoma St.)		920,958		920,958		920,958
25-Hard & Soft Costs	Acoma St (W. Tennessee Ave. to W. Kentucky Ave.)		816,849		816,849		816,849
Sub-Total Phase SE2.5			1,849,436		1,849,436		1,849,436

Phase SE3 - Temporary Roads, Wet & Dry Utilities & Permanent Roads; Parcels A,B, & H					
26-Hard & Soft Costs	Parcels H and S	1,073,551		1,073,551	
27-Hard & Soft Costs	Garden Plaza	1,044,973		1,044,973	
28-Hard & Soft Costs	Broadway Streetscape Improvements (Tennessee to Kentucky)	188,382		188,382	
29-Hard & Soft Costs	Acoma St (Tennessee to Kentucky)	1,931,696		1,931,696	
30-Hard & Soft Costs	S. Bannock Way (Tennessee to Acoma)	557,752		557,752	
31-Hard & Soft Costs	Tennessee (Bannock to Broadway) - North Streetscape Only	407,739		407,739	
Sub-Total Phase SE3		5,204,092		5,204,092	
Phase NW5 - Parcels K, L & N (aka Santa Fe Yards)					
32-Hard & Soft Costs	West Kentucky Avenue (Santa Fe to W. Kentucky Ave.)	2,346,821		2,346,821	
33-Hard & Soft Costs	West Kentucky Avenue (W. Kentucky Ave. to Cherokee)	1,428,118		1,428,118	
34-Hard & Soft Costs	South Cherokee Street (W. Kentucky Ave. to I-25)	2,062,953		2,062,953	
35-Hard & Soft Costs	Private Drive (MD owned, non-CCD ROW)	1,801,302		1,801,302	
36-Hard & Soft Costs	Santa Fe Drive (Profile/Elevation Change)		2,416,865		2,416,865
37-Hard & Soft Costs	Santa Fe -R/R Accel/Decel		2,320,827		2,320,827
38-Hard & Soft Costs	North Pedestrian Bridge & R/R approvals & E/W Landing Plazas (consolidate previous line items) *	8,088,250		4,918,889	11,477,407
39-Hard & Soft Costs	North Pedestrian Bridge & R/R approvals & E/W Landing Plazas (consolidate previous line items) *	1,861,170			
40-Hard & Soft Costs	North Pedestrian Bridge & R/R approvals & E/W Landing Plazas (consolidate previous line items) *	2,400,000			
41-Hard & Soft Costs	North Pedestrian Bridge & R/R approvals & E/W Landing Plazas (consolidate previous line items) *	742,188			
42-Hard & Soft Costs	North Pedestrian Bridge & R/R approvals & E/W Landing Plazas (consolidate previous line items) *	1,054,688			
43-Hard & Soft Costs	North Pedestrian Bridge & R/R approvals & E/W Landing Plazas (consolidate previous line items) *	234,375			
44-Hard & Soft Costs	North Pedestrian Bridge & R/R approvals & E/W Landing Plazas (consolidate previous line items) *	781,250			
45-Hard & Soft Costs	North Pedestrian Bridge & R/R approvals & E/W Landing Plazas (consolidate previous line items) *	234,375			
46-Hard & Soft Costs	North Pedestrian Bridge & R/R approvals & E/W Landing Plazas (consolidate previous line items) *		1,000,000		
47-Hard & Soft Costs	Pylon Sign [Deleted from SOW]	150,000		-	
48-Hard & Soft Costs	Wayfinding & Signage [Deleted from SOW]	250,000		-	
49-Hard & Soft Costs	Vanderbilt Park East & Stairway Park Plaza		6,974,175		6,974,175
50-Hard & Soft Costs	Detention Pond in Vanderbilt Park East	1,726,898		1,726,898	
51-Hard & Soft Costs	Water Under Railroad	1,985,925		1,985,925	
52-Hard & Soft Costs	Public Street Connector - Kentucky to S. Cherokee	1,787,865		1,787,865	
53-Hard & Soft Costs	S. Broadway & Arizona Intersection Improvements Contribution*	900,000		900,000	
Sub-Total Phase NW5		14,439,882	28,108,163	18,958,771	23,189,274
Phase NW6 - Parcels M, O & U					
54-Hard & Soft Costs	West Tennessee Avenue (S Huron St to Santa Fe)	823,447		823,447	
55-Hard & Soft Costs	S. Platte River Drive Widening for Bridge	1,795,535		1,795,535	
56-Hard & Soft Costs	Kentucky Avenue Bridge over Platte River		9,479,775		9,479,775
57-Hard & Soft Costs	Kentucky Avenue Bridge Landscaping	251,507		251,507	
58-Hard & Soft Costs	Walls @ west side of river for bike trail connection	2,550,000		2,550,000	
59-Hard & Soft Costs	South Platte River Improvements - Trail, River & Bridge Landscaping	1,301,325		1,301,325	
60-Hard & Soft Costs	Detention Pond for Building U	575,385		575,385	
61-Hard & Soft Costs	Vanderbilt Park West and Open Space Improvements		4,699,560		4,699,560
Sub-Total Phase NW6		7,297,199	14,179,335	7,297,199	14,179,335

Phase SW7 - Parcels I & J					
62-Hard & Soft Costs	South Cherokee Street (W. Kentucky Ave to Tennessee)	2,372,246		2,372,246	
63-Hard & Soft Costs	West Tennessee Avenue (Santa Fe to S. Cherokee St.)	617,907		617,907	
64-Hard & Soft Costs	Santa Fe - Decel Lane (Tennessee to Mississippi) & Mississippi Curb Return		2,538,454		2,538,454
65-Hard & Soft Costs	Remove Santa Fe / Mississippi On-Ramp	98,843		98,843	
66-Hard & Soft Costs	Florida Avenue Signal Improvements*	900,000		900,000	
67-Hard & Soft Costs	Detention Pond in North Promenade	1,452,472		1,452,472	
68-Hard & Soft Costs	Northern Promenade Landscaping & Trail	442,774		442,774	
Sub-Total Phase SW7		5,884,241	2,538,454	5,884,241	2,538,454
Phase SW8 - Parcel G					
69-Hard & Soft Costs	South Cherokee Street (Tennessee to Bridge over Mississippi)	1,702,793		1,702,793	
70-Hard & Soft Costs	South Pedestrian Bridge		4,504,375		4,504,375
71-Hard & Soft Costs	South Pedestrian Bridge Landscaping	552,830		552,830	
72-Hard & Soft Costs	Land Use Rights, Agreements from Railways (RTD/UP/BNSF)		2,400,000		2,400,000
73-Hard & Soft Costs	Elevator at Acoma Street	742,188		742,188	
74-Hard & Soft Costs	Elevator at West Promenade Plaza	742,188		742,188	
75-Hard & Soft Costs	South Pedestrian Bridge Stairs to Acoma Street	523,437		523,437	
76-Hard & Soft Costs	South Pedestrian Bridge Stairs to West Promenade Plaza	523,437		523,437	
77-Hard & Soft Costs	West Promenade Plaza	689,040		689,040	
78-Hard & Soft Costs	South Promenade Pond Regrading	44,646		44,646	
79-Hard & Soft Costs	Wayfinding & Signage	150,000		-	
80-Hard & Soft Costs	Southern Promenade Landscaping & Trail	575,044		575,044	
81-Hard & Soft Costs	Mississippi Trail Improvements	1,048,813		1,048,813	
Sub-Total SW8		7,294,416	6,904,375	7,144,416	6,904,375
TOTAL INFRASTRUCTURE BUDGET		42,745,761	62,230,667	47,705,942	56,059,879

OTHER COSTS		Metro District Costs	TIF Costs	Metro District Costs	TIF Costs
	Remediation Cost		11,557,764		11,557,764
	Vanderbilt Pond Cleanup Payment		200,000		200,000
	Reimbursable Soft Costs To-Date	5,523,514	6,319,600	5,523,514	6,319,600
	Soccer Stadium Facility^				50,000,000
	S. Platte River Drive 5th lane widening**^			3,964,223	
	DPS Impact Fee		3,000,000		3,000,000
TOTAL OTHER COSTS		5,523,514	21,077,364	9,487,737	71,077,364
TOTAL REIMBURSABLE PROJECT COSTS		48,269,275	83,308,030	57,193,679	127,137,242

IMPROVEMENTS - LAND AND EASEMENT CONVEYANCE			
	Improvements - Land and Easement Conveyance		6,130,000
TOTAL IMPROVEMENTS - LAND AND EASEMENT CONVEYANCE			6,130,000

GRAND TOTAL		48,269,275	89,438,030	57,193,679	133,267,242
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NOTES:

* - Line items where Regional Mill may be used

^ - Costs reflected in 2025 dollars

Italics - Updated Descriptions

Bold - New Project

Exhibit C (Revised)

**EXHIBIT C
(Revised November 1, 2025)**

Operations and Maintenance Matrix

This Exhibit C (Revised November 1, 2025) amends, supersedes and replaces Exhibit C as previously attached to that Intergovernmental Agreement between the City and County of Denver, Colorado and the Broadway Station Metropolitan District No. 1, dated October 2017, and as further previously amended and modified by that Memorandum Concerning Modification of Intergovernmental Agreement Exhibit C – Operations and Maintenance Matrix, dated April 15, 2022.

Definitions

CCD- City & County of Denver	P.O. – Property Owner	DREV – Denver Real Estate Ventures, LLC
PSCO – Public Service Company	DPS – Denver Public Schools	District – Broadway Station Metropolitan District Nos. 1, 2 and/or 3
VPE – Vanderbilt Park East	VPW – Vanderbilt Park West	DWB – Denver Water Board

OWN

OPERATE

MAINTAIN

REPAIR/REPLACE

DRAINAGE AND UTILITIES

1. Sanitary Sewer – pipes and manholes are per the Operations and Maintenance Exhibit 1 – Sanitary Sewer System.

Systems not shown shall be as follows:

- | | | | | |
|---|----------|----------|----------|----------|
| a. Gravity Systems – pipes and manholes | District | District | District | District |
|---|----------|----------|----------|----------|

	<u>OWN</u>	<u>OPERATE</u>	<u>MAINTAIN</u>	<u>REPAIR/REPLACE</u>
b. Building Sewers – building to main	District or P.O.	District or P.O.	District or P.O.	District or P.O.
2. Storm Drainage – pipes and manholes are per the Operations and Maintenance Exhibit 2 – Storm & Sewer Drainage System with additional information below.				
Systems not shown shall be as follows:				
a. Detention Facilities and Outfall Facilities in VPE	CCD	District	District	District
b. Water Quality Facilities in VPE	CCD	District	District	District
c. Detention and Retention Facilities, including Outfalls	District	District	District ¹	District ¹
d. Water Systems All facilities within the right-of-way or DWB Easements	DWB	DWB	DWB	DWB
e. All Other Utilities			Utility Owner	Utility Owner

¹ At such time as property tax increment is no longer collected in the Property Tax Increment Area, the responsibility to maintain and repair/replace the new outfall structures (starting at the headwall), which are constructed by this project, may transfer to the Urban Drainage and Flood Control District, d/b/a Mile High Flood District (“UDFCD”), so long as they are designed to be UDFCD maintenance eligible.

	<u>OWN</u>	<u>OPERATE</u>	<u>MAINTAIN</u>	<u>REPAIR/REPLACE</u>
<u>TRANSPORTATION</u>				
3. Roadways (within dedicated rights-of-way, either full depth or to a specified depth) shall be as follows: ²				
a. Curb to Curb, including Alleys*	CCD	CCD	CCD (*District)	CCD (*District)
b. Sidewalks, Driveways and Curb Ramps	CCD	CCD	District or P.O.	District or P.O.
c. Median Landscaping and Irrigation	CCD	District	District	District
d. Landscaping, hardscaping and irrigation (between back of curb and property/right-of-way line)	CCD	District or P.O.	District or P.O.	District or P.O.
e. Traffic Signals, Signage and Roadway Striping	CCD	CCD	CCD	CCD
f. Street Lighting	PSCO	PSCO	PSCO	PSCO
g. Pedestrian Lighting	District	District	District	District
h. Bridge Structure for Kentucky Ave over S. Platte River, as noted on Exhibit C-1 attached	CCD			

² District shall maintain, repair and replace any non-standard materials approved by CCD for use within CCD public rights-of-way or easements.

	<u>OWN</u>	<u>OPERATE</u>	<u>MAINTAIN</u>	<u>REPAIR/REPLACE</u>
i. Santa Fe Drive and South Platte River Drive	CCD	CDOT	CDOT	CDOT
j. Bike facilities	CCD	CCD	CCD	CCD
4. Any street not within CCD public right-of-way or public right-of-way easement as follows:				
a. District Roadways	District	District	District	District
b. Alleys	District or P.O.	District or P.O.	District or P.O.	District or P.O.
c. Pedestrian zones (sidewalks) not in the right-of-way	District or P.O.	District or P.O.	District or P.O.	District or P.O.
d. Pedestrian lighting	District	District	District	District
e. Traffic Signals	District	CCD	CCD	District
f. Stop control, Signage and Roadway Striping	District	District	District	District
g. Street Lighting	PSCO or District**	PSCO or District**	PSCO or District**	PSCO or District**
h. Bike paths/multi-use trails	District	District	District	District

**PSCO will not maintain street lights outside ROW

	<u>OWN</u>	<u>OPERATE</u>	<u>MAINTAIN</u>	<u>REPAIR/REPLACE</u>
<u>PEDESTRIAN BRIDGES & TRAILS, PARKS AND OPEN SPACE</u>				
5. Pedestrian Bridges, Plazas, District-Owned Publicly-Accessible Open Space & Privately-Owned Parking Garages shall be as follows:				
a. Pedestrian Bridge Structures and Approaches, Elevators and Stairs for Pedestrian Bridges	District	District	District	District
b. District-Owned Plazas and Publicly Accessible Open Spaces	District	District	District	District
c. Parking Garages	District or P.O.	District or P.O.	District or P.O.	District or P.O.
d. Kentucky Bridge Connection to S. Platte River Trail	CCD	CCD	CCD	CCD
e. Santa Fe Multi-Use Trail between Mississippi and Kentucky Ave.	District	District	District	District

OWN

OPERATE

MAINTAIN

REPAIR/REPLACE

PARKS

6. City Parks and Other Open Space as follows:

a. Vanderbilt Park East (VPE)	CCD	CCD	District	District
b. Vanderbilt Park West (VPW)	CCD	CCD	CCD	CCD
c. Block 11 Open Space Area	District or P.O.	TBD***	TBD***	TBD***
d. Parcel A (adjacent to VPE)	District or P.O.	CCD	District	District

***P.O. until improvements are constructed. Operation, maintenance and repair/replacement need to be determined upon design of the Block 11 Open Space Area.

PUBLIC ART

7. District Public Art	District	District	District	District
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STADIUM

OWN

OPERATE

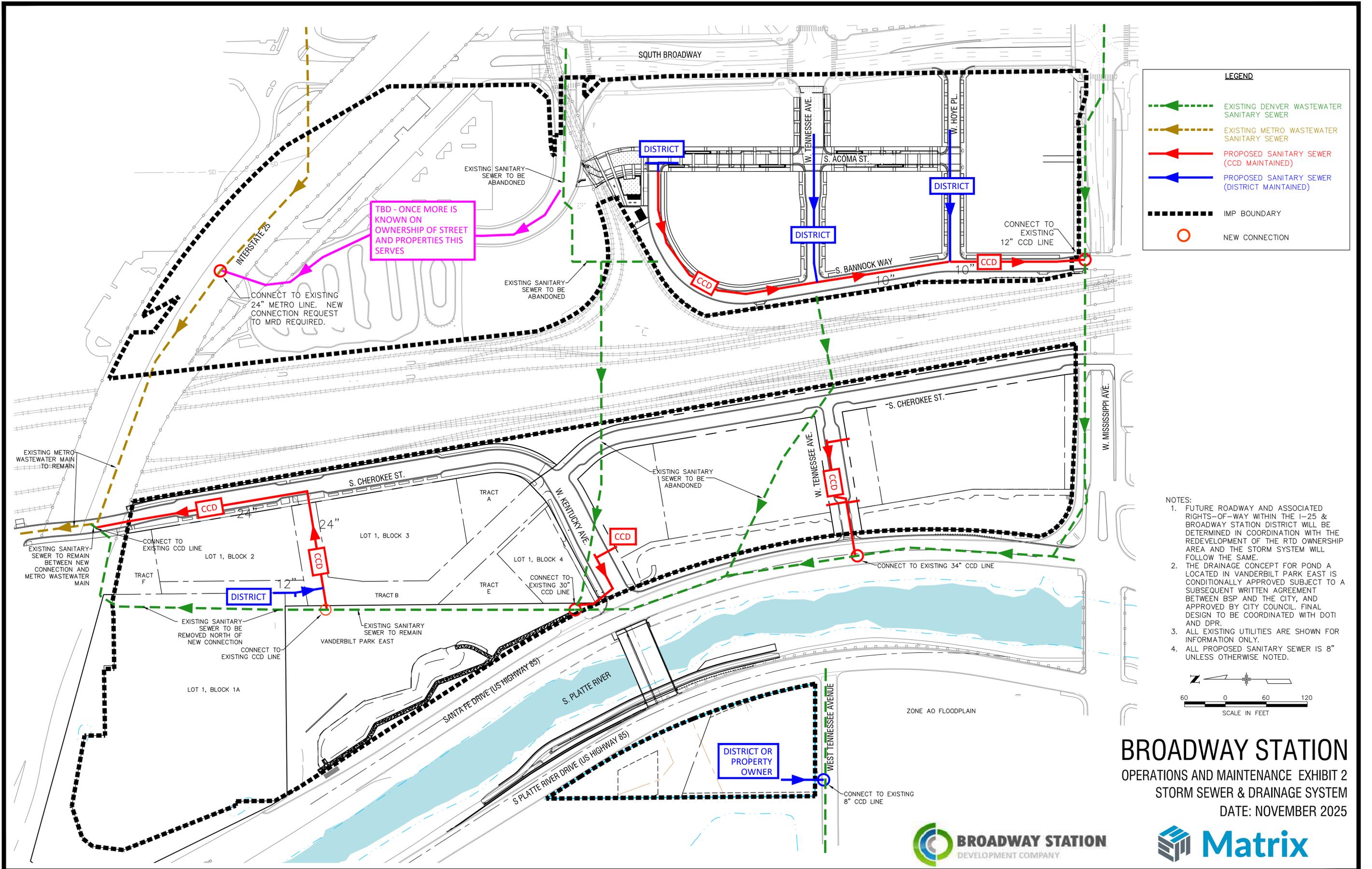
MAINTAIN

REPAIR/REPLACE

8. Stadium (in NW6) and related Stadium Site Property Public

	<u>OWN</u>	<u>OPERATE</u>	<u>MAINTAIN</u>	<u>REPAIR/REPLACE</u>
Improvements as follows:				
a. Stadium Site Property Public Improvements ³	District	District	District	District
b. Stadium	District	DREV	DREV	DREV

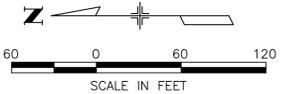
³ Some Stadium Site Property public improvements may subsequently be transferred to and owned, operated, maintained, replaced by CCD, PSCO and/or DWB. Such transfer of responsibilities shall be subject to separate agreement between the appropriate entities



LEGEND

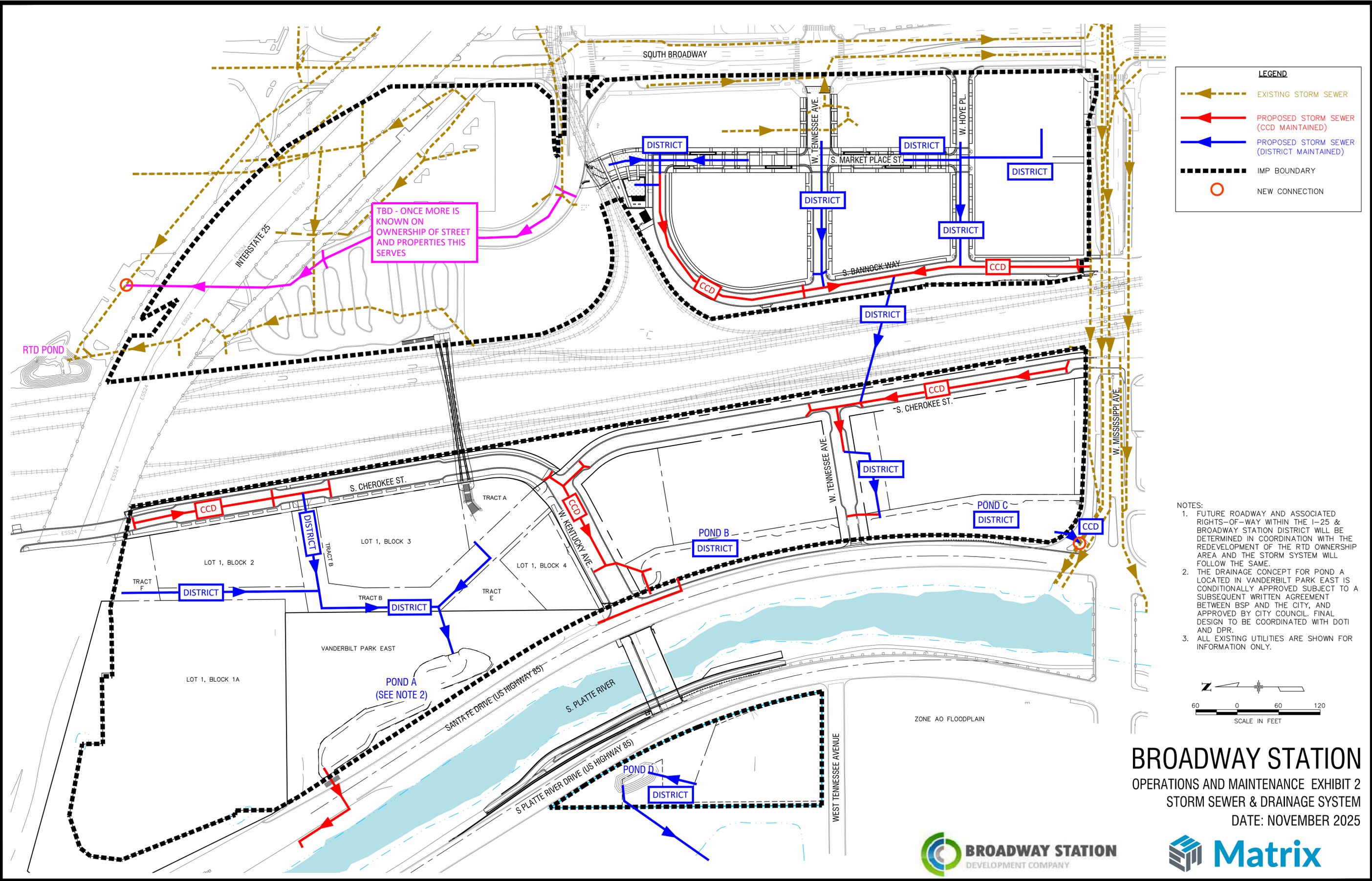
	EXISTING DENVER WASTEWATER SANITARY SEWER
	EXISTING METRO WASTEWATER SANITARY SEWER
	PROPOSED SANITARY SEWER (CCD MAINTAINED)
	PROPOSED SANITARY SEWER (DISTRICT MAINTAINED)
	IMP BOUNDARY
	NEW CONNECTION

- NOTES:**
1. FUTURE ROADWAY AND ASSOCIATED RIGHTS-OF-WAY WITHIN THE I-25 & BROADWAY STATION DISTRICT WILL BE DETERMINED IN COORDINATION WITH THE REDEVELOPMENT OF THE RTD OWNERSHIP AREA AND THE STORM SYSTEM WILL FOLLOW THE SAME.
 2. THE DRAINAGE CONCEPT FOR POND A LOCATED IN VANDERBILT PARK EAST IS CONDITIONALLY APPROVED SUBJECT TO A SUBSEQUENT WRITTEN AGREEMENT BETWEEN BSP AND THE CITY, AND APPROVED BY CITY COUNCIL. FINAL DESIGN TO BE COORDINATED WITH DOTI AND DPR.
 3. ALL EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY.
 4. ALL PROPOSED SANITARY SEWER IS 8" UNLESS OTHERWISE NOTED.



BROADWAY STATION
 OPERATIONS AND MAINTENANCE EXHIBIT 2
 STORM SEWER & DRAINAGE SYSTEM
 DATE: NOVEMBER 2025

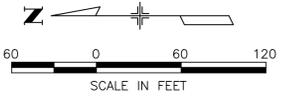




LEGEND

- EXISTING STORM SEWER
- PROPOSED STORM SEWER (CCD MAINTAINED)
- PROPOSED STORM SEWER (DISTRICT MAINTAINED)
- IMP BOUNDARY
- NEW CONNECTION

- NOTES:**
1. FUTURE ROADWAY AND ASSOCIATED RIGHTS-OF-WAY WITHIN THE I-25 & BROADWAY STATION DISTRICT WILL BE DETERMINED IN COORDINATION WITH THE REDEVELOPMENT OF THE RTD OWNERSHIP AREA AND THE STORM SYSTEM WILL FOLLOW THE SAME.
 2. THE DRAINAGE CONCEPT FOR POND A LOCATED IN VANDERBILT PARK EAST IS CONDITIONALLY APPROVED SUBJECT TO A SUBSEQUENT WRITTEN AGREEMENT BETWEEN BSP AND THE CITY, AND APPROVED BY CITY COUNCIL. FINAL DESIGN TO BE COORDINATED WITH DOT AND DPR.
 3. ALL EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY.



BROADWAY STATION
 OPERATIONS AND MAINTENANCE EXHIBIT 2
 STORM SEWER & DRAINAGE SYSTEM
 DATE: NOVEMBER 2025



Exhibit C-1

MAINTENANCE ACTIVITY	RESPONSIBLE PARTY	SLA Notes
BRIDGE		
High strength weathering steel panels	District	Maintenance includes repair/replacement of high strength weathering steel. Graffiti to be removed within five business days. Repair damage (including discoloration) caused to other property by panels or obelisk foundation.
Lighting	District	Replace any lights which are not functioning correctly. Maintenance includes repair/replacement of light fixture system
Obelisk	District	Maintenance includes repair/replacement of high strength weathering steel. Graffiti to be removed within five business days. Repair damage (including discoloration) caused to other property by panels or obelisk foundation.
Bi-annual structural inspections	CCD	
Graffiti - Guardrail	CCD	
Graffiti - Vehicular/Pedestrian Barrier	CCD	All high strength weathering steel panels and structures to be maintained by District, as noted above, at the vehicular/pedestrian barrier.
Guardrail	CCD	
Paving/curb	CCD	
Snow removal	CCD	
Striping	CCD	
Structural repairs	CCD	
BRIDGE PED/BIKE ZONE		
Lighting	District	Replace any lights which are not functioning correctly. Maintenance includes repair/replacement of light fixture system
Snow removal	District	As needed during & after a snow event after 1/2" accumulation; plow and apply sand or deicer
Striping	District	Restripe as needed
Paving	CCD	
Curb	CCD	
Ramps	CCD	
Bollards	CCD	
Handrail	CCD	
INTERSECTIONS/ROW		
Traffic Signals, Signage and Roadway striping	CCD	
Pedestrian ramps	CCD	
Snow Removal	CCD	
REGIONAL TRAIL - AT KENTUCKY BRIDGE		
Lighting - underpass	District	Replace any lights which are not functioning correctly. Maintenance includes repair/replacement of light fixture system
Obelisk Foundation	District	Graffiti to be removed within five business days. Repair damage (including discoloration) caused to other property by panels or obelisk foundation. Repair damage to walls caused by maintenance or other work on obelisk.
Handrail	CCD	
Snow removal	CCD	
Walls	CCD	
TRAIL RAMP - AT KENTUCKY BRIDGE		
High strength weathering steel	District	Maintenance includes repair/replacement of high strength weathering steel. Graffiti to be removed within five business days. Repair damage (including discoloration) caused to other property by panels or obelisk foundation.
Snow removal	District	As needed during & after a snow event after 1/2" accumulation; plow and apply sand or deicer
Handrail	CCD	
Ramps	CCD	
Walls	CCD	