

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
(Green Valley Ranch North)**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Amendment**”) is made and entered into as of the date set forth on the City’s signature page below (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”); **HC DEVELOPMENT & MANAGEMENT SERVICES, INC.**, a Colorado corporation (the “**Developer**”); **TOWN CENTER METROPOLITAN DISTRICT**, a political subdivision of the State of Colorado (“**Town Center**”); and **EBERT METROPOLITAN DISTRICT**, a political subdivision of the State of Colorado (“**Ebert**”), collectively referred to herein as the “**Parties**”.

RECITALS:

A. The City, Developer, Town Center and Ebert are parties to that certain “Development Agreement Green Valley Ranch North” dated as of February 20, 2003; also made with C&H Ranch Company, LLC, Oakwood Commercial Ventures, LLC, and OC 2001, LLC, and School District No. 1 in the City and County of Denver, State of Colorado; and recorded in the real property records for the City and County of Denver, State of Colorado, on February 28, 2003, at Reception No. 2003032407; as amended by an Amendment to Development Agreement dated May 25, 2007, and made among the City, Developer and Town Center, as that Amendment may have been further modified; as further amended by a Second Amendment to Development Agreement dated March 13, 2012, and among the City, Developer and Town Center, as that Amendment may have been further modified (collectively, the “**Development Agreement**”).

B. Paragraph 2 of the Development Agreement, entitled “Parks and Open Space,” was based on facts and circumstances existing and relevant as of 2003. Over time, the facts and circumstances have changed, warranting revision and updating of the terms and conditions contained in paragraph 2 of the Development Agreement.

C. Some of the “Parks and Open Space” facilities identified in Paragraph 2 of the Development Agreement were funded or are being funded, in whole or part, through the City Funding Plan as provided in paragraph 4 of the Development Agreement and as provided in Exhibit E attached to the Development Agreement (“**City Funding Plan**”).

D. Other additional changes regarding Impact Fee Credits as provided in Exhibit M to the Development Agreement (“**Impact Fee Credits**”) have also been deemed warranted by the Parties which include Impact Fee Credits allocable to Public Works improvements and reimbursements for certain Parks improvements.

E. The Parties desire to amend the Development Agreement, as set forth in this Amendment, in order to make the Development Agreement current and workable. The Parties acknowledge and concur that the revision to paragraph 2 and the City Funding Plan contained in the Amendment fulfills the spirit and general purpose of paragraph 2 and the City Funding Plan contained in the Development Agreement and is fair and equitable for all Parties.

F. The Parties likewise acknowledge and agree that this Amendment does not affect the interests of the other parties to the Development Agreement and, therefore, the Parties are proceeding to make this Amendment without the joinder of those other parties.

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements set forth herein, the City, Developer, Town Center and Ebert covenant and agree as follows:

I. Paragraph 2 of the Development Agreement; the City Funding Plan; Impact Fee Credits. The Parties agree to amend and restate paragraph 2 of the Development Agreement as set forth in this Amendment and that the amendment and restatement of paragraph 2 of the Development Agreement set forth in this Amendment shall supersede and replace paragraph 2 of the Development Agreement in its entirety and shall supersede any other provision of the Development Agreement which is inconsistent with or contrary to this Amendment; and, furthermore, the City, Developer, Town Center and Ebert covenant and agree that the City Funding Plan and the Impact Fee Credits shall be amended by this Amendment with respect to that portion of the City Funding Plan headed “City Projects in Parks and Recreation,” as set forth in **Exhibit C** to this Amendment (referred herein to as “**Amended City Funding Plan**”) to reflect the actual funds remaining and available to the City for improvements as specified in paragraph 2 as amended and restated in this Amendment and with respect to allocation of impact fee credits and certain reimbursements, as set forth in **Exhibit D** to this Amendment (referred herein to as “**Amended Impact Fee Credits**”).

2. Parks and Open Space. The obligations of Developer, Town Center and Ebert to dedicate and/or transfer title to parcels of land within Green Valley Ranch North (“G.V.R.N”) for parks, recreation center sites, trails and open space to the City, along with the respective obligations of the Parties for development of parks, trails and other similar facilities, is to be governed by the following provisions, which supersede any pre-existing obligations in the Annexation Agreement and any requirements in the City’s subdivision or other ordinances or regulations for such dedication, transfer and development. The use of the words “responsibility” or “responsible” in paragraph 2 of this Amendment shall mean, and shall be construed to mean, that the party designated with the responsibility or which is designated to be responsible shall pay the all costs and expenses associated with the indicated action (including but not limited to design, construction, improvements, replacement, upgrades, repair and maintenance), although costs which are the responsibility of the City may be paid through funds available under the Amended City Funding Plan, if so specified in this Amendment.

2.1 Town Center Park & First Creek Park.

2.1.1. Town Center Park. Ebert shall convey to the City, without cost, fee simple title for the 21.453 acres (934,500 square feet), more or less, of land, including unencumbered title to all improvements located therein, as said land is legally described in **Exhibit A** to this Amendment. This regional park, known as “Town Center Park,” has been fully developed, to the satisfaction of the Parties, and is ready for conveyance subject to the terms and conditions of this Amendment. The Parties acknowledge and agree that the development of the Town Center Park was fully and appropriately paid for through the City Funding Plan with respect to the

improvements contemplated for the Town Center Park under the Development Agreement. The Parties absolutely and completely waive and release any claims they may currently have against one another with respect to such improvements, the funding of such improvements, and any other costs or expenses associated with the development, maintenance and repair of improvements within or associated with Town Center Park.

2.1.2 First Creek Park. Ebert shall convey to the City, without cost, fee simple title for the 6.222 acres (271,043 square feet), more or less, of land, including unencumbered title to improvements, if any, located therein, as said land is legally described in **Exhibit B** to this Amendment. This neighborhood park, known as First Creek Park, has not yet been developed but is ready for conveyance subject to the terms and conditions of this Amendment. The Parties acknowledge and agree that the development of First Creek Park, including design and construction, will be the responsibility of the City, with the City utilizing what funds are available under the Amended City Funding Plan, as provided in **Exhibit C** to this Amendment, which is incorporated herein by this reference, and subject to paragraph 4.2 of the Development Agreement. The development of First Creek Park will be undertaken in conjunction with the development of the First Creek Trail, as provided in sub-sub-paragraph 2.5.2.5 of this Amendment. The City shall have no further financial obligation towards the development of First Creek Park unless the City, in its discretion, appropriates and makes available other funds for this purpose as provided in paragraph 9.13 of the Development Agreement.

2.1.3 Maintaining Status Quo Prior to Conveyance. Prior to the time that the City accepts title to Town Center Park and First Creek Park, Developer, Town Center and Ebert shall not take any action, and shall not authorize or encourage any other entity or person to take any action, that could impact the City's rights, title and interests in Town Center Park, First Creek Park, or their improvements under this Amendment, without first obtaining the prior written permission of the Executive Director of the Denver Department of Parks and Recreation.

2.1.4 Conveyance of Title. Conveyance and acceptance of title for Town Center Park and First Creek Park shall be as provided in paragraph 2.8 of this Amendment. Unless mutually agreed to by the City and Ebert, the conveyance shall occur no later than ninety (90) days after the completion of all due diligence as specified in paragraph 2.8 of this Amendment.

2.1.5 Satisfaction of Land Conveyance Obligations. The Parties acknowledge and agree that the conveyance and acceptance of fee simple title for the Town Center Park and First Creek Park will be in full satisfaction of Ebert's obligations to convey title to park property to the City under paragraph 2.1 of the Development Agreement.

2.1.6 Ownership and Operation. Upon the City accepting title for Town Center Park and First Creek Park, the City shall own and shall be responsible for the operation, construction, re-construction, maintenance, repair and administration of Town Center Park and First Creek Park, except as otherwise provided in paragraphs 2.1.7 and 2.1.8 below.

2.1.7 GVR Irrigation System and Storm Water System in Town Center Park. Effective as of the date the City accepts title for Town Center Park, the City grants a revocable, non-exclusive and non-transferable license to Town Center to access, operate, maintain, repair,

replace, and remove an existing well, pump, and appurtenant improvements, which include an electrical panel and controls and valves to the pipe, along with an irrigation water line serving the Green Valley Ranch Golf Course (collectively, the “**GVR Irrigation System**”). The well for the GVR Irrigation System is located in Town Center Park as depicted in **Exhibit E** to this Amendment, which is incorporated into this Amendment by this reference. Because Town Center is not able to produce a drawing depicting the exact location of the existing irrigation line in Town Center Park, Town Center agrees to assume full responsibility for any damages caused by the City or its contractors or agents to the irrigation line when performing work in Town Center Park. Town Center shall make, and pay all costs for, any such repairs and replacements and, upon completion of such repairs or replacements, shall restore, at its own expense, the park property to its original or better condition. In addition, the City grants a revocable, non-exclusive and non-transferable license to Town Center to access, operate, maintain, repair, replace, and remove an existing pump and appurtenant improvements along with a storm water sewer line that carries water from the Town Center Lake to the City’s storm water lines located in or near Argonne Street (“**Storm Water System**”) located in Town Center Park as depicted by the center line drawings in **Exhibit F** to this Amendment, which is incorporated into this Amendment by this reference. Town Center or its authorized contractor shall have a right to access the GVR Irrigation System and the Storm Water System for necessary and appropriate maintenance, repairs, replacement, and removal; provided, however, that such access and work shall not unduly interfere with the City’s operation and maintenance of Town Center Park or the public’s access and enjoyment of Town Center Park; and provided further, that should the work by Town Center or its contractor require disturbance of the ground or infrastructure in Town Center Park or result in a major change in the appearance or impact of the GVR Irrigation System or the Storm Water System in Town Center Park, Town Center or its contractor shall be required, prior to the commencement of such work, to apply for, obtain and comply with a Temporary Construction and Access Permit, or similar permit or approval in effect at the time, from the Denver Department of Parks and Recreation.

2.1.8 PAL. Located to the south of Town Center Park and to the west of the Recreation Center are a plaza, amphitheater, and lake owned and operated by Town Center (referred to herein as “**PAL**”). In a Cooperative Agreement (Shared Use Facility Complex Green Valley Ranch) dated December 14, 2004 (“**PAL Cooperative Agreement**”), a copy of which is attached to this Amendment as **Exhibit G** and is incorporated herein by this reference, the City and Town Center agreed to a shared use arrangement for PAL and portions of the Recreation Center. Because this arrangement has proved to be mutually beneficial for the City and Town Center over the past several years, the City and Town Center desire to extend the term of the PAL Cooperative Agreement which is due to expire on December 14, 2014. The new term of the PAL Cooperative Agreement shall run through December 14, 2024. Except as amended in this paragraph 2.1.8, the PAL Cooperative Agreement is ratified and affirmed in its entirety.

2.1.9 Access and Uses. Upon the City accepting title for Town Center Park and First Creek Park, and except as provided for in sub-paragraphs 2.1.7 and 2.1.8 above, all access, activities and uses of Town Center Park and First Creek Park by the Developer, Town Center and Ebert, or by their representatives, agents, licensees or contractors, shall require the prior written permission of the Executive Director of the Denver Department of Parks and Recreation or, if required by Charter, a contract or license.

2.2 Recreation Center.

2.2.1 Land Conveyance. Ebert conveyed, and the City accepted, fee simple title to the City the site on which the Green Valley Ranch Recreation Center has been constructed, along with any improvements thereon (“**Recreation Center**”), by means of a Special Warranty Deed dated June 17, 2014, and recorded on June 25, 2014, at reception number 2014074380 in the Clerk and Recorder’s Office for the City and County of Denver. The Parties acknowledge and agree that this conveyance and acceptance of the Recreation Center is in full satisfaction of the land conveyance requirements of paragraph 2.2 of the Development Agreement.

2.2.2 Funding and Construction. The Recreation Center has been constructed, to the satisfaction of the Parties, and is under the operational control of the City. The Parties acknowledge and agree that the funding and construction of the Recreation Center was fully and appropriately performed as contemplated in paragraph 2.2 of the Development Agreement. The Parties absolutely and completely waive and release any claims they may currently have against one another with respect to the funding and construction of the Recreation Center and any other costs or expenses associated with the development, maintenance and repair of the Recreation Center.

2.2.3 Ownership and Operation. The City owns and is responsible for the operation, construction, re-construction, maintenance, repair and administration of the Recreation Center.

2.3 Viewing Areas.

2.3.1 Viewing Areas. Five (5) scenic viewing areas (“**Viewing Areas**”) have been located in G.V.R.N. and are situated and operated so that they are readily accessible by the general public.

2.3.2 Location and Legal Description. The locations and legal descriptions of the Viewing Areas are as set out in **Exhibit H**, attached to this Amendment and incorporated herein by this reference.

2.3.3 Ownership and Operation. Town Center owns and is responsible for the operation, construction, re-construction, maintenance, repair and administration of the Viewing Areas.

2.4 Neighborhood and Pocket Parks.

2.4.1 Neighborhood Park. An approximately 2.35-acre neighborhood park has been platted as Tract S in Green Valley Ranch Subdivision Filing # 57 (“**Neighborhood Park**”). Town Center shall complete the development of the Neighborhood Park within five (5) years of the Effective Date of this Agreement.

2.4.2 Pocket Parks. An approximately 1.9-acre “pocket” park has been platted as Tract F in Green Valley Ranch Filing # 46 and an approximately 1.3-acre “pocket” park has been platted as Tract H in Green Valley Ranch Filing # 50 (the “**Pocket Parks**”). Both of these Pocket Parks have been fully developed, to the satisfaction of the Parties, by Town Center for use as “pocket” parks.

2.4.3 Ownership, Use and Maintenance. The Neighborhood Park and the Pocket Parks are owned by Ebert and are committed for perpetual and continuous use by the public as parks. Town Center shall be responsible for the maintenance and repair of these parks in the ordinary course of its functions.

2.5 Public Regional Trails.

2.5.1 High Line Canal Trail. The Parties acknowledge and agree that the City owns and operates and is responsible for maintaining, repairing and replacing the High Line Canal Trail, as it is located on City-owned property within both Green Valley Ranch South (“**G.V.R.S.**”) and G.V.R.N. and that the High Line Canal Trail and associated improvements have been constructed and financed in accordance with sub-paragraph 2.5.1 and the City Funding Plan of the Development Agreement and to the satisfaction of the Parties, subject to the exceptions provided below.

2.5.1.1 Trail Easement. A Trail Easement and Funding Agreement was entered between HC Land Investment, LLC, and the City on December 16, 2008, and was amended, and included Town Center as a party, on August 25, 2014. A copy of the Amendment to the Trail Easement Agreement is attached to this Amendment as **Exhibit I** and incorporated herein by this reference (“**Trail Easement Amendment**”). The Trail Easement Amendment shall remain in full force and effect as specified in the Trail Easement Amendment.

2.5.1.2 Ireland Segment. The segment of the High Line Canal Trail lying between Maxwell Place and 56th Avenue, along Ireland Street (“**Ireland Segment**”), remains unconstructed. The City shall construct the Ireland Segment upon the City determining that there is a viable regional trail connection to be constructed and located to the north of 56th Avenue within Aurora, in keeping with the Emerald Strands Regional Trails System. The Ireland Segment shall be not less than ten (10) feet wide, constructed with six (6) inches of concrete with fiber mesh reinforcement, in compliance with generally prevailing City standards for such regional trails. The costs of constructing the Ireland Segment may be covered by any available funds under the Amended City Funding Plan, as provided in **Exhibit C** to this Amendment.

2.5.1.3 Trail Landscaping. To the extent that landscaping within the City-owned corridors containing the High Line Canal Trail have not been landscaped or have not been fully landscaped by Town Center (as provided in sub-paragraph 2.5.1 of the Development Agreement) or by the City, the City will assume the responsibility of installing all new or replacement landscaping and for maintaining all existing and future landscaping within said corridors. The corridors shall be natural areas, with native, drought resistant grasses and plantings with no irrigation, subject to the City’s standards for such natural areas. The costs of any new or replacement installation of natural areas within said corridors may be covered by any

available funds under the Amended City Funding Plan, as provided in **Exhibit C** to this Amendment.

2.5.2 First Creek Trail.

2.5.2.1 West First Creek Corridor. Developer and Town Center agree to convey fee title to the City such parcels of land approximately seventy-five feet (75') on either side of the center line of First Creek lying between Dunkirk Street and Tower Road but excluding Tract E of Green Valley Ranch Filing # 37 which was previously conveyed to the City by deed. Developer and Town Center also agree to convey fee title to the City such individual parcels of land as needed for the location and operation of segments of First Creek Trail, including Tracts A and D of Green Valley Ranch Filing # 37, a segment located adjacent to First Creek Park on the Developer's property, and a segment located north of First Creek on the Developer's property. Developer and Town Center also agree to work with Tower Road Farms to arrange for the conveyance of fee title to the City of parcels of land located north of First Creek near Tower Road owned by Tower Road Farms, a corporate entity related to Developer. Two permanent easements are likewise needed for the alignment of the First Creek Trail. All of the above described fee title and permanent easement parcels are generally as depicted in **Exhibit J** drawing, attached to this Amendment and incorporated herein by this reference (collectively referred to herein as the "**West First Creek Corridor**").

2.5.2.2 Maintaining Status Quo Prior to Conveyance. Prior to the time that the City accepts title to the West First Creek Corridor, Developer, Town Center and Ebert shall not take any action, and shall not authorize or encourage any other entity or person to take any action, that could impact the City's rights, title and interests in West First Creek Corridor under this Amendment, without first obtaining the prior written permission of the Executive Director of the Denver Department of Parks and Recreation.

2.5.2.3 Conveyance of Title. The Parties have reviewed and accepted the legal descriptions of all the parcels in the West First Creek Corridor, as set forth in **Exhibit K** attached to this Amendment and incorporated herein by this reference. Conveyance and acceptance of title for the First Creek Corridor shall be as provided in paragraph 2.8 of this Amendment. Unless mutually agreed to by the Parties, the conveyance shall occur no later than ninety (90) days after the completion of all due diligence as specified in paragraph 2.8 of this Amendment.

2.5.2.4 Satisfaction of Land Conveyance Obligations. The Parties acknowledge and agree that the conveyance and acceptance of fee simple title for the West First Creek Corridor will be in full satisfaction of the obligations to convey title to land along First Creek under paragraph 2.5.2 of the Development Agreement.

2.5.2.5 Design and Construction. First Creek Trail, as it runs between Dunkirk Street and Tower Road, will be constructed within the West First Creek Corridor and First Creek Park (referred to herein as the "**First Creek Project**"). The design and construction of the First Creek Project will be undertaken as part of a joint effort by the Parties and Urban Drainage and Flood Control District ("**UDFCD**") which will include both storm water drainage

and trail improvements in and along First Creek between Dunkirk Street and Tower Road. The design and construction plans for the First Creek Project are the joint responsibility of the City and UDFCD (as provided in an agreement between the City and UDFCD), but will be reviewed and approved by Town Center, UDFCD and the City. A portion of the First Creek Trail will be constructed within First Creek Park, which will be developed by the City in and around the time of the First Creek Trail construction. The City, in conjunction with UDFCD, will be responsible for implementing the design and completing the construction of the First Creek Project. Town Center and the Developer will be responsible for granting or obtaining, as appropriate and when needed, temporary construction easements to facilitate the trail and related construction. The costs of constructing the First Creek Project may be covered by any available funds under the Amended City Funding Plan, as provided in **Exhibit C** to this Amendment.

2.5.2.6 East First Creek Corridor. The Parties acknowledge and agree that a continuous corridor containing First Creek Trail east of Dunkirk Street running to Green Valley Ranch Boulevard and on to Picadilly Road (“**East First Creek Corridor**”) has been previously conveyed to the City, and has been constructed as a regional trail, either as ten foot (10’) wide sidewalk located in or along public right of way or as ten foot (10’) wide paved trail located in open space tracts, and done to the satisfaction of the Parties, except for a portion of sidewalk lying on the north side of Green Valley Ranch Boulevard running from the intersection of Himalaya Way to Ireland Street and then north along the west side of Ireland Street, which Town Center agrees that it is responsible for expanding from an existing five foot (5’) sidewalk to a ten foot (10’) sidewalk, in accordance with regional trail standards, and that this work be completed by Town Center will be completed within three (3) years from the Effective Date of this Amendment.

2.5.2.7 Ownership and Operation. Upon the City accepting title for the West First Creek Corridor and subject to any contractual arrangements the City makes with UDFCD, the City shall own and be responsible for the operation, maintenance, repair and administration of the West First Creek Corridor and shall be responsible for future construction, re-construction and upgrades of the West First Creek Corridor after the design and construction is completed as provided in paragraph 2.5.2.5 above. Except as provided in paragraph 2.5.2.6 above, the City is responsible for the operation, construction, re-construction, upgrades, maintenance, repair and administration of the East First Creek Corridor.

2.5.2.8 Trail Landscaping. To the extent that landscaping within the City-owned corridors containing the First Creek Trail have not been landscaped or have not been fully landscaped by Town Center (as provided in sub-paragraph 2.5.2 of the Development Agreement) or by the City, the City will assume the responsibility of installing all new or replacement landscaping and for maintaining all existing and future landscaping within said corridors. The corridors shall be natural areas, with native, drought resistant grasses and plantings with no irrigation, subject to the City’s standards for such natural areas. The costs of any new or replacement installation of natural areas within said corridors may be covered by any available funds under the Amended City Funding Plan, as provided in **Exhibit C** to this Amendment.

2.5.2.9 Reimbursement. The Parties acknowledge and agree that the reimbursement obligation described in paragraph 2.5.2.1 of the Development Agreement and the

Amended Impact Fee Credits, as provided in **Exhibit D** to this Amendment, has been fully satisfied. Town Center waives and releases any claims it may have remaining with respect to this reimbursement obligation.

2.5.3 Trail for Sidewalk. The Parties acknowledge and agree that the replacement of five foot (5') wide sidewalk for ten foot (10') wide Regional Trail, including the financial responsibilities therefore, as contemplated in paragraph 2.5.3 of the Development Agreement and the reimbursement provision of the Amended Impact Fee Credits, as provided in **Exhibit D** to this Amendment, have been fully satisfied. The Parties waive and release any claims they may have remaining with respect to the rights and obligations set forth in paragraph 2.5.3 of the Development Agreement.

2.5.4 Dedication. The Parties acknowledge and agree that the City's subdivision requirements for dedication of a seventy-five foot (75') corridor along First Creek within G.V.R.N. will be fully satisfied with respect to the West First Creek Corridor upon the conveyance and acceptance of the West First Creek Corridor as provided in sub-sub-paragraphs 2.5.2.1 through 2.5.2.4 above and have been fully satisfied with respect to the East First Creek Corridor.

2.5.5 Completion. All work contemplated under paragraph 2.5 of this Amendment shall proceed with due diligence on the part of all Parties and shall be completed as soon as practicable subject to available funding.

2.6 Public Golf Course and Wetlands. The Parties acknowledge and agree that the terms and conditions contained in paragraph 2.6 of the Development Agreement have been fully performed to the satisfaction of all Parties. In particular, the use restrictions on open space within the Green Valley Ranch Golf Course contemplated in paragraph 2.6 of the Development Agreement have been set forth in the Restrictive Covenants entered between Town Center and the City on March 17, 2004, and recorded on March 17, 2004, at reception number 2004071423 of the Denver Clerk and Recorder's Office ("**Restrictive Covenants**"). The Parties acknowledge and agree that these Restrictive Covenants remain in full force and effect.

2.7 G.V.R.S. Park Development. The Parties acknowledge and agree that the terms and conditions contained in paragraph 2.7 of the Development Agreement have been fully performed to the satisfaction of all Parties and that the allocation of the City Funding Plan as provided in paragraph 2.7 of the Development Agreement has been spent as provided in that provision.

2.8 Conveyances. All conveyances to the City as provided in paragraph 2 of this Amendment shall occur subject to the due diligence and title process set forth in this paragraph 2.8. All conveyances shall be by Special Warranty Deed free and clear of all liens and encumbrances, prescriptive easements, adverse claims or similar matters not shown by public records ("**Deed Conveyances**"). The requirements set forth below for the owner of the individual property being conveyed to the City – whether that be the Developer, Town Center or Ebert (referred to in this paragraph 2.8 as "**Owner**") – shall perform the requirements specified in sub-paragraph 2.8.1 through 2.8.4 of this Amendment.

2.8.1 Title Commitment. Thirty (30) days prior to the date of closing mutually agreed to by the Parties of interest for each separate Deed Conveyance, a current title insurance commitment, naming the City as the insured, including copies of all instruments listed in the schedule of exceptions (“**Exceptions**”) in the title commitment, shall be delivered to the City by the Owner. The title commitment shall provide for the deletion of the standard, preprinted Exceptions upon issuance of the title policy. The title insurance commitment and its Exceptions, together with any copies of instruments furnished as required herein, shall constitute the “**Title Documents**”. Written notice by the City of any unacceptable title condition shown by the Title Documents shall be delivered to the Owner within fourteen (14) days after receipt of the Title Documents. The Owner shall be responsible for and pay for the Deed Conveyances and closing (if performed by a title company) along with the premiums due for each title policy naming the City as the insured.

2.8.2 Survey. Forty-five (45) days prior to the date of closing agreed to by the Parties of interest for each separate Deed Conveyance, an ALTA/ACSM Land Title Survey (“**Survey**”) shall be delivered to the City by the Owner. The City shall have fourteen (14) days after receipt of the Survey to review the Survey and offer any corrections to be made to the Survey. Each Survey shall be certified to the City, the Owner, and the title company. The Owner shall be responsible for and pay the costs for the Survey.

2.8.3 Taxes & Utilities. The Owner shall pay all general taxes and assessments prorated to the date of closing based on the most recent levy and the most recent assessment, for each separate Deed Conveyance to the City agreed to herein. Rents, water, sewer, and other utility charges and any other customary charge will be prorated to the date of closing and paid by the Owner.

2.8.4 Tower Road Farms. All obligations set out above for the Owner shall apply to the Developer for land conveyances from Tower Road Farms to the City as provided in paragraph 2.5.2.1 of this Amendment.

2.9 Water Rights. The conveyances to the City shall not include any water or water rights.

II. A new sub-paragraph 9.20 shall be added to, and made part of, the Development Agreement.

9.20 Further Assurances: From time to time, upon the request of a Party, the other Party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting Party any and all further instruments, certificates and documents (other than deeds) consistent with the provisions of this Amendment as may, in the reasonable opinion of the requesting Party, be necessary or desirable in order to effectuate, complete, perfect or memorialize the rights of said Party under this Agreement, provided said requesting Party is currently in full compliance with the provisions of this Agreement and has tendered or offered to tender any reciprocal instruments, certificates and documents (other than deeds) to which the other Party is entitled under the Agreement. The Executive Director of Parks and Recreation

shall be authorized to execute such instruments, certificates and documents (other than deeds) provided that the instruments, certificates and documents are in accordance with this Amendment.


III. A new sub-paragraph 9.21 shall be added to, and made part of, the Development Agreement but shall be effective only as to this Amendment.

9.21 Electronic Signatures and Electronic Records. The Developer, Town Center and Ebert consent to the use of electronic signatures by the City. The Amendment 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 Amendment 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 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.

IV. Except as amended in this Amendment, the Development Agreement is hereby ratified and affirmed by the Parties and shall remain in full force and effect. This ratification and affirmation does not address, nor does it determine, whether or to what extent the provisions of the Development Agreement not amended in this Amendment may have been fully or partially performed.

Third Amendment to the Development Agreement
(Green Valley Ranch North)


Ebert Metropolitan District, a quasi-municipal
Corporation and political Subdivision of the State of Colorado

By: 
Name: Jerry A Jacobs
Title: Vice President
Date: 09-05-14



Third Amendment to the Development Agreement
(Green Valley Ranch North)

Town Center Metropolitan District, a quasi-municipal
Corporation and political Subdivision of the State of Colorado

By: 
Name: Jerry A Jacobs
Title: Vice President
Date: 09-05-14



Third Amendment to the Development Agreement
(Green Valley Ranch North)

HC Development & Management Services Inc.

By: 

Name: Robert J. Sanderman
Executive Vice President

Title: _____

Date: 9/5/14



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 _____



EXHIBIT A

**TOWN CENTER PARK PARCEL
LEGAL DESCRIPTION/DRAWING**

**LEGAL DESCRIPTION
GREEN VALLEY RANCH
TOWN CENTER PARK PARCEL**

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, WHENCE THE SOUTHWEST CORNER OF SECTION 15 BEARS SOUTH 89°31'36" WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO THIS LINE;

THENCE NORTH 58°55'14" WEST 1186.49 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF ARGONNE WAY AS SHOWN ON THE PLAT OF GREEN VALLEY RANCH FILING NO. 38, RECORDED AT RECEPTION NO. 2004057233 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 636.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 14°16'18" WEST;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING 8 COURSES:

1. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°47'54" AN ARC LENGTH OF 153.17 FEET;
2. SOUTH 89°31'36" WEST 102.26 FEET;
3. SOUTH 00°28'24" EAST 4.00 FEET;
4. SOUTH 89°31'36" WEST 383.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 68.00 FEET;
5. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°06'59" AN ARC LENGTH OF 47.61 FEET;
6. TANGENT TO SAID CURVE, NORTH 50°21'25" WEST 284.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 132.00 FEET;
7. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°26'08" AN ARC LENGTH OF 12.52 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY HAVING A RADIUS OF 15.00 FEET;
8. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°26'22" AN ARC LENGTH OF 9.80 FEET TO THE EASTERLY RIGHT-OF-WAY OF ARGONNE STREET, AS SHOWN ON THE PLAT OF GREEN VALLEY RANCH FILING NO. 44, RECORDED AT RECEPTION NO. 2002154457 IN SAID OFFICE OF THE CLERK AND RECORDER AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING 11 COURSES;

1. CONTINUING NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°54'50" AN ARC LENGTH OF 8.88 FEET;
2. NORTH 15°33'39" EAST 41.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 132.00 FEET;

3. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°49'07" AN ARC LENGTH OF 36.44 FEET;
4. TANGENT TO SAID CURVE, NORTH 00°15'28" WEST 283.30 FEET;
5. NORTH 89°44'32" EAST 4.00 FEET;
6. NORTH 00°15'29" WEST 182.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 4,964.00 FEET;
7. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°23'45" AN ARC LENGTH OF 34.29 FEET;
8. TANGENT TO SAID CURVE, NORTH 00°08'16" EAST 474.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 5,036.00 FEET;
9. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°08'19" AN ARC LENGTH OF 12.17 FEET;
10. TANGENT TO SAID CURVE, NORTH 00°00'02" WEST 178.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET;
11. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC LENGTH OF 23.56 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF 51ST STREET, AS SHOWN ON THE PLAT OF GREEN VALLEY RANCH FILING NO. 37, RECORDED AT RECEPTION NO. 2003004077 IN SAID OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY AND THE WESTERLY RIGHT-OF-WAY OF CATHAY STREET SHOWN ON SAID PLAT OF GREEN VALLEY RANCH FILING NO. 38, THE FOLLOWING 2 COURSES;

1. TANGENT TO SAID CURVE, NORTH 89°59'58" EAST 623.58 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 744.00 FEET;
2. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°38'30" AN ARC LENGTH OF 1,151.03 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY AND NON-TANGENT TO SAID CURVE SOUTH 90°00'00" WEST 212.97 FEET TO THE NORTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN THE DOCUMENT RECORDED AT RECEPTION NO. 2003139755 IN SAID OFFICE OF THE CLERK AND RECORDER AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 241.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 08°15'36" EAST;

THENCE ALONG NORTHERLY AND WESTERLY BOUNDARY OF SAID PARCEL THE FOLLOWING 8 COURSES;

1. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°00'09" AN ARC LENGTH OF 252.39 FEET;
2. NON-TANGENT TO SAID CURVE SOUTH 90°00'00" WEST 183.92 FEET;
3. SOUTH 47°08'09" WEST 52.13 FEET;
4. SOUTH 25°09'29" WEST 123.63 FEET;

5. SOUTH 09°52'05" EAST 207.90 FEET;
6. SOUTH 06°39'19" WEST 77.05 FEET;
7. SOUTH 55°03'19" WEST 116.42 FEET;
8. SOUTH 00°29'03" EAST 75.05 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY SOUTH 89°31'36" WEST 21.02 FEET;
THENCE NORTH 00°28'24" WEST 22.67 FEET;
THENCE NORTH 89°51'40" WEST 53.62 FEET;
THENCE NORTH 30°08'54" WEST 108.56 FEET;
THENCE NORTH 50°59'58" EAST 76.73 FEET;
THENCE NORTH 59°16'42" EAST 45.89 FEET;
THENCE NORTH 32°29'43" EAST 27.36 FEET;
THENCE NORTH 00°25'39" EAST 22.99 FEET;
THENCE NORTH 14°11'34" WEST 119.81 FEET;
THENCE NORTH 05°53'18" WEST 106.33 FEET;
THENCE NORTH 05°07'34" EAST 31.82 FEET;
THENCE NORTH 17°09'46" EAST 21.31 FEET;
THENCE NORTH 39°56'23" EAST 33.39 FEET;
THENCE NORTH 09°32'51" EAST 10.42 FEET;
THENCE NORTH 47°30'59" WEST 10.02 FEET;
THENCE NORTH 54°27'39" WEST 48.36 FEET;
THENCE NORTH 75°58'34" WEST 28.96 FEET;
THENCE SOUTH 72°06'42" WEST 63.09 FEET;
THENCE SOUTH 73°57'00" WEST 153.28 FEET;
THENCE SOUTH 68°35'00" WEST 79.58 FEET;
THENCE SOUTH 71°01'06" WEST 51.16 FEET;
THENCE SOUTH 45°47'25" WEST 35.25 FEET;
THENCE SOUTH 25°56'40" WEST 46.18 FEET;
THENCE SOUTH 15°08'01" WEST 48.50 FEET;

THENCE SOUTH 32°03'39" WEST 42.59 FEET;
THENCE SOUTH 20°10'57" WEST 64.34 FEET;
THENCE SOUTH 10°31'23" WEST 76.48 FEET;
THENCE SOUTH 02°51'25" EAST 80.19 FEET;
THENCE SOUTH 13°26'47" EAST 39.57 FEET;
THENCE SOUTH 22°34'11" EAST 50.89 FEET;
THENCE SOUTH 44°05'29" EAST 35.15 FEET;
THENCE SOUTH 61°27'10" EAST 55.60 FEET;
THENCE SOUTH 77°18'27" EAST 37.66 FEET;
THENCE SOUTH 89°59'17" EAST 49.00 FEET;
THENCE NORTH 74°04'33" EAST 53.76 FEET;
THENCE NORTH 56°42'03" EAST 21.74 FEET;
THENCE SOUTH 00°07'03" WEST 110.09 FEET;
THENCE SOUTH 89°29'36" WEST 372.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.453 ACRES (934,500. SQ.FT.), MORE OR LESS .

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DALE C. RUSH
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, P.L.S. 33204
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO. 80122

LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°33'39"E	41.67'
L2	N89°44'32"E	4.00'
L3	S45°47'25"W	35.25'
L4	S25°56'40"W	46.18'
L5	S15°08'01"W	48.50'
L6	S32°03'39"W	42.59'
L7	S20°10'57"W	64.34'
L8	S10°31'23"W	76.48'
L9	S02°51'25"E	80.19'
L10	S13°26'47"E	39.57'
L11	S22°34'11"E	50.89'
L12	S44°05'29"E	35.15'
L13	S61°27'10"E	55.60'
L14	S77°18'27"E	37.66'
L15	S89°59'17"E	49.00'
L16	N74°04'33"E	53.76'
L17	N56°42'03"E	21.74'
L18	S00°07'03"W	110.09'
L19	S89°29'36"W	372.70'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	33°54'50"	15.00'	8.88'
C2	15°49'07"	132.00'	36.44'
C3	0°23'45"	4964.00'	34.29'

PATH: P:\10303-09\2010 FILES
 DWG NAME: REMAINDER PARCEL
 DWG: DBH CHK: DCR
 DATE: 04-29-11
 SCALE: N/A



300 East Mineral Ave., Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

LINE AND CURVE TABLES
GREEN VALLEY RANCH
CITY AND COUNTY OF DENVER, COLORADO
 JOB NUMBER 19303-09 6 OF 6 SHEETS

EXHIBIT B

**FIRST CREEK PARK PARCEL
LEGAL DESCRIPTION/DRAWING**

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 15 WHENCE THE NORTHWEST CORNER OF SAID SECTION 15 BEARS NORTH 00°15'08" WEST, A DISTANCE OF 2658.97 FEET BETWEEN THE MONUMENTS SHOWN HEREON;

THENCE NORTH 50°00'36" EAST, A DISTANCE OF 1039.01 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF ELMENDORF DRIVE, AS SHOWN ON GREEN VALLEY RANCH FILING NO. 37, PER PLAT RECORDED AT RECEPTION NO. 2003004077 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY, NORTH 00°15'08" WEST, A DISTANCE OF 450.04 FEET;

THENCE SOUTH 89°44'52" WEST, A DISTANCE OF 104.63 FEET;

THENCE NORTH 00°15'08" WEST, A DISTANCE OF 567.25 FEET;

THENCE NORTH 72°57'54" EAST, A DISTANCE OF 38.86 FEET;

THENCE SOUTH 59°17'32" EAST, A DISTANCE OF 48.54 FEET;

THENCE SOUTH 23°40'53" EAST, A DISTANCE OF 298.86 FEET;

THENCE SOUTH 56°19'38" EAST, A DISTANCE OF 201.15 FEET;

THENCE SOUTH 21°29'50" EAST, A DISTANCE OF 91.78 FEET;

THENCE SOUTH 31°09'07" EAST, A DISTANCE OF 166.42 FEET;

THENCE SOUTH 58°49'05" EAST, A DISTANCE OF 86.01 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF SAID ELMENDORF DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1101.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 50°46'56" EAST;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'12" AN ARC LENGTH OF 24.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,038.50 FEET;

2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°22'00" AN ARC LENGTH OF 550.41 FEET TO **THE POINT OF BEGINNING**.

PROPERTY DESCRIPTION
(CONTINUED)

CONTAINING 6.222 ACRES (271,043 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DALE C. RUSH
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 33204
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN STREET, SUITE 201, LITTLETON, CO 80122

NW COR. SEC. 15,
T3S, R66W, 6TH PM

N 1/4 COR. SEC. 15,
T3S, R66W, 6TH PM

NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

TOWER RD.
BASIS OF BEARINGS: N00°15'08"W 2658.97'
W. LINE NW1/4 SEC. 15

UNPLATTED

N72°57'54"E 38.86'

S59°17'32"E 48.54'

UNPLATTED



567.25'

S23°40'53"E 298.86'

PARCEL CONTAINS
.6222 ACRES
(271,043 SQ.FT.)
MORE OR LESS.

S56°19'38"E 201.15'

S21°29'50"E 91.78'

UNPLATTED
NW 1/4 SEC 15
T3S, R66W 6TH PM

S89°44'52"W 104.63'

S58°49'05"E 86.01'

POINT OF BEGINNING

N00°15'08"W 450.04'

S31°09'07"E 166.42'

S50°46'56"E (RAD.)

Δ=01°17'12"
R=1101.50'
L=24.74'

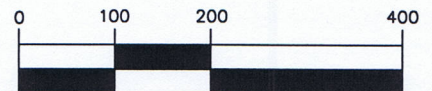
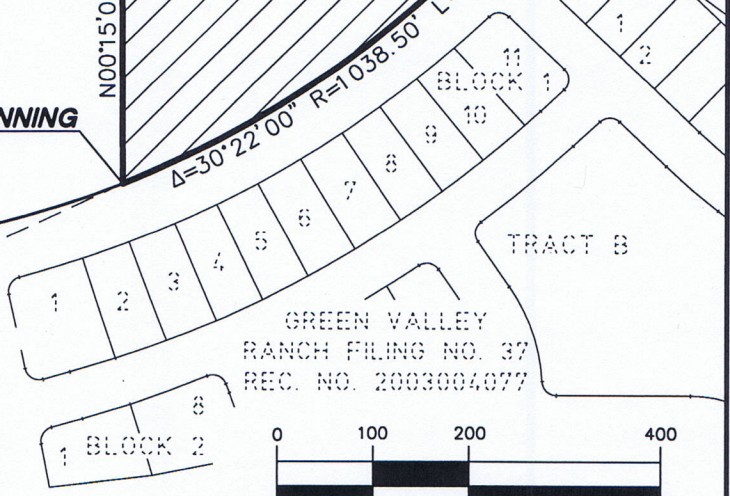
ELMENDORF DRIVE
(REC. NO. 2003004077)

UNPLATTED

N50°00'36"E 1039.01'

POINT OF COMMENCEMENT

W 1/4 COR. SEC. 15,
T3S, R66W, 6TH PM



1 inch = 200 ft.

PATH: P:\19311-01\DWG
DWG NAME: PARCEL II
DWG: DBH CHK: DCR
DATE: 5/13/2011
SCALE: 1" = 200'



8000 S. Lincoln St., Suite 201
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

EXHIBIT
TOWER-ELMENDORF PROJECT
CITY AND COUNTY OF DENVER, COLORADO
JOB NUMBER 19311-01 3 OF 3 SHEETS

EXHIBIT C

(AMENDING AND REPLACING “CITY PROJECTS IN PARKS AND RECREATION”

SECTION OF EXHIBIT E TO

THE GVRN DEVELOPMENT AGREEMENT)

AMENDED CITY FUNDING PLAN

“City Projects in Public Works” remains unchanged from Exhibit E to the Development Agreement.

“City Projects in Parks and Recreation,” as contained in Exhibit E to the Development Agreement, is amended and replaced in its entirety with the following:

All of the City Funds allocated for Parks and Recreation facilities in Green Valley Ranch have appropriately expended as contemplated in the Development Agreement except that the following balance remains available for expenditure (“**Remaining Balance**”):

\$426,674.58

The Remaining Balance shall be committed first and foremost for the development of First Creek Park as provided for in sub-paragraph 2.1.2 of the Amendment.

Funds remaining in the Remaining Balance, if any, upon commitment of funds needed for the development of First Creek Park may be utilized for any the following projects identified in the Amendment, with no particular priority, as the City shall determine in its reasonable discretion:

- * First Creek Park as provided in sub-paragraph 2.1.2.
- * The Ireland Segment as provided in sub-sub-paragraph 2.5.1.2.
- * The High Line Canal Trail landscaping as provided in sub-sub-paragraph 2.5.1.3.
- * First Creek Trail landscaping as provided in sub-sub-paragraph 2.5.2.8.

EXHIBIT D
(AMENDING AND REPLACING EXHIBIT M TO
THE GVRN DEVELOPMENT AGREEMENT)
AMENDED IMPACT FEE CREDITS

1. It was originally agreed in the GVRN Development Agreement (“**Agreement**”), as of the effective date of the Agreement as established under paragraph 9.5, Developer would receive an impact fee credit in the liquidated, stipulated amount of \$350,000.00. These credits were to be applied against any impact fees subsequently payable within G.V.R.N. following the effective date of this Agreement. As of March 1, 2014, Developer has used, and has received the benefit of, the entire stipulated amount of \$350,000 for impact fee credits. No additional impact fee credits are due to Developer under this paragraph 1.
2. In addition to those credits under paragraph 1 above, Developer was to receive impact fee credits in the amount of 50%, up to a total of \$4,168,216.90, of all impact fees payable within G.V.R.N. subsequent to the effective date of this Agreement. It is now agreed that Developer will receive credits in the amount of 100%, up to a total of \$4,168,216.90, of all impact fees payable with G.V.R.N. since the effective date of the Agreement. As of March 1, 2014, the Developer has used, and has received the benefit of, a portion of this \$4,168,216.90 of impact fee credits, and the remaining balance is \$2,223,839.08.
3. If the impact fees levied within G.V.R.N. are subsequently modified to establish fees for improvement items which are not included within the fees levied as of the effective date of this Agreement, Developer will receive additional credits (over and above the credits established under paragraph 1 and 2 above) for the fees attributable to such improvement items, to the extent such improvement items or the costs thereof are the obligation of the City under the Annexation Agreement or this Agreement.

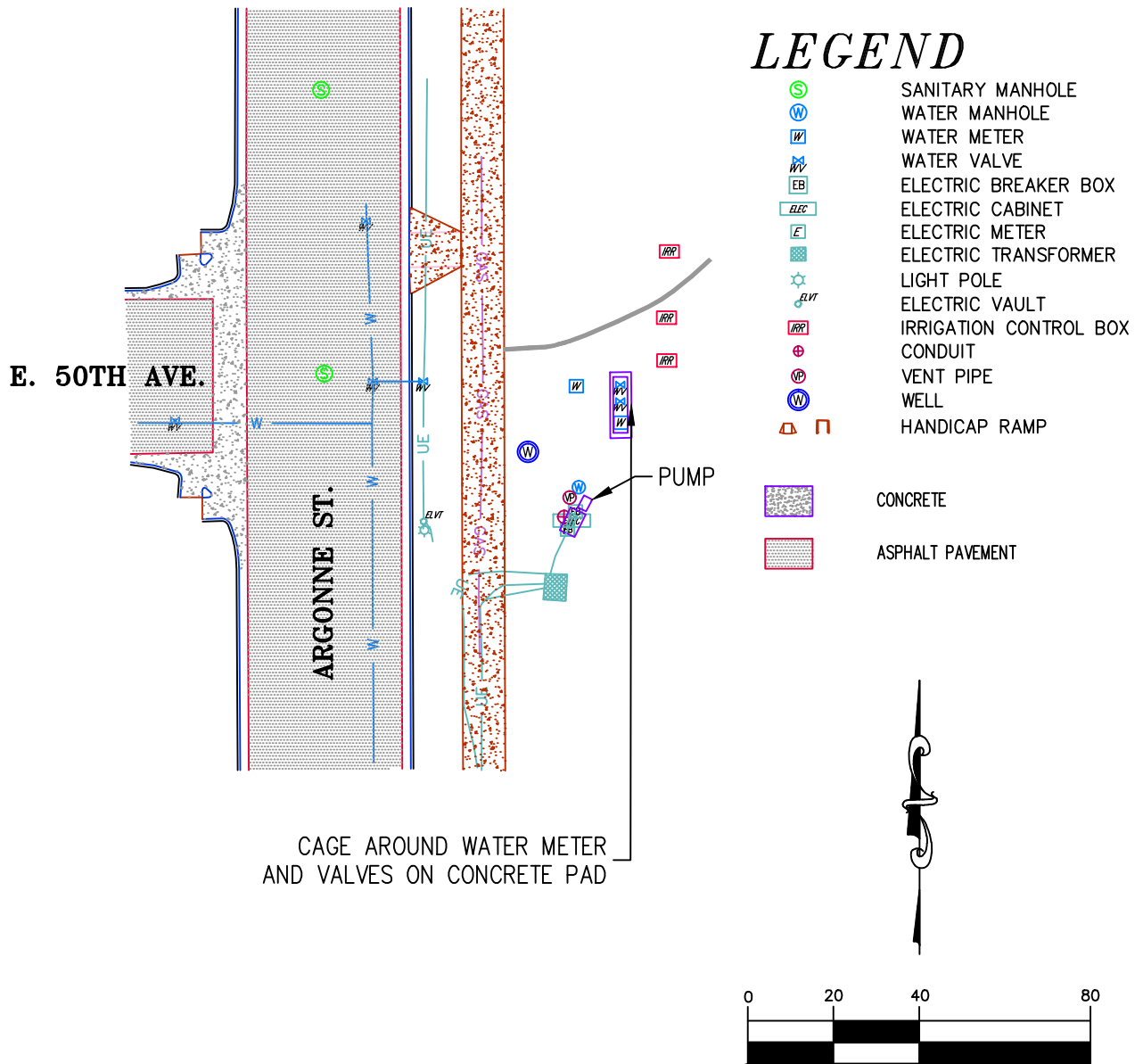
The sum total of \$2,223,839.08 shall be the total liquidated amount of impact fee credits due to the Developer under this Agreement as of March 1, 2014, subject to any additional credit due under paragraph 3 above (and to the separate reimbursements under paragraphs 2.5.2.1 and 2.5.3 which have been fully satisfied as noted in the 3rd Amendment to which this amended Exhibit D is attached). Impact fee credits shall continue to be due to Developer until the full amount of impact fees credits totaling \$2,223,839.08 are fully received by Developer or Developer’s assignee. There will be no adjustment, upward or downward, to said credits below or above what is agreed to herein. If the vested amount is not fully exhausted by application of the credits, then the City will fund the remainder to the Developer.

The City will furnish any documents and take any other action necessary or appropriate for implementing the impact fee credits established under the Agreement.

EXHIBIT E

**LOCATION OF WELL FOR
GVR IRRIGATION SYSTEM
IN TOWN CENTER PARK**

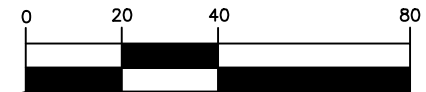
EXHIBIT A



CAGE AROUND WATER METER
AND VALVES ON CONCRETE PAD

LEGEND

- SANITARY MANHOLE
- WATER MANHOLE
- WATER METER
- WATER VALVE
- ELECTRIC BREAKER BOX
- ELECTRIC CABINET
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- LIGHT POLE
- ELECTRIC VAULT
- IRRIGATION CONTROL BOX
- CONDUIT
- VENT PIPE
- WELL
- HANDICAP RAMP
- CONCRETE
- ASPHALT PAVEMENT



1 inch = 40 ft.
DATES OF FIELD SURVEY: APRIL 3, 2014

PATH:
DWG NAME: GVR INT EXHIBIT
DWG: PAB CHK:
DATE: 4/4/1014
SCALE: 1" = 40'



8000 SOUTH LINCOLN ST.,
SUITE 201
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

EXHIBIT
GREEN VALLEY RANCH
50TH AND ARGONNE ST

EXHIBIT F

**LOCATION OF STORM WATER
SYSTEM IN TOWN CENTER PARK**

TOWN CENTER METROPOLITAN DISTRICT

AMPHITHEATRE POND STORMWATER DISCHARGE PUMPING SYSTEM



LOCATION MAP

CITY OF DENVER PUBLIC WORKS STANDARD NOTES FOR STORM AND SANITARY SEWER DESIGN AND INSTALLATION

- Public Works, Wastewater Management Division's Standard Details And Technical Specifications For Sanitary & Storm Sewers apply to this work. Public Works, Wastewater Management Division's Standard Details (drawings), most recent edition, shall be used as a minimum. This booklet is available in a reduced size booklet form and is available at the Public Works Permit Operations (PWPO) during normal business hours. The technical specifications are available from PW DES. Both sets must be in possession of the contractor at the pre-construction conference and must remain on the job site at all times during construction. The standard details can be viewed at the following website address: www.denvergov.org/DES
- Contractor shall conform to all federal, state and local health and safety rules and regulations.
- One set of the approved sewer construction drawings must be on-site at all times of construction.
- All sewer pipes shall be installed with Class B Bedding as a minimum.
- Any modifications, adjustments, construction or reconstruction of Public Works, Wastewater Division facilities must be inspected by a PW DES Construction Engineering Inspector. Please schedule an appointment at 303-446-3722 a minimum of 48 hours in advance of the work to schedule an inspector.
- Pipe material, fittings, trenching, bedding, connections, and sewer installation must be inspected by a PW DES Construction Engineering Inspector prior to any trench backfill. Please schedule an appointment at 303-446-3722 a minimum of 48 hours in advance of the work to schedule an inspector. Monitoring of the project by PW DES shall be for the purpose of assuring general compliance with the approved plans, standards, details, and specifications as well as the Rules & Regulations. Storm and Sanitary inspections shall not take the place of construction inspection and materials testing, which is the owner's responsibility.
- Sanitary sewer pipes shall be PVC and conform to: ASTM D3034 SDR 35 for sizes 8 inches to 15 inches in diameter (solid wall), ASTM F789 for 18 inches (solid wall), ASTM F679 for sizes 18 to 36 inches (solid wall), ASTM F949 for sizes 8 to 36 inches (PVC profile wall), ASTM F794 for sizes 8 to 48 inches (profile wall), or ASTM F1803 for sizes 18 to 60 inches (closed profile gravity pipe).
- Any questions regarding Public Works storm or sanitary facilities that arise during construction should be brought to the attention of PW DES Construction Engineering Inspection at (303) 446-3722.
- Backfill in public right of way must meet the requirements of Denver Public Works Department. A Street Cut Permit and inspection of a backfill and pavement repair by Public Works is required for all work in the public right of way. The contractor and/or developer is advised to contact Construction Engineering ROW Inspection at 303-446-3469 or PWPO at 303-446-3759 to obtain information regarding fees and procedures for obtaining the required permit(s). Contractor must obtain a street cut permit and notify the district inspector at (303) 446-3469, 48-hours prior to start of job. Compaction testing is required.
- The contractor performing work on any public or private storm sewer facility or appurtenance must be properly trade licensed as a company and have a licensed plumber or certified journeyman drainlayer on site during the work.
- Access must be maintained for all sewer manholes during construction. Any design changes to new or existing public storm or sanitary sewer must include permanent access to the public storm and sanitary sewer manholes and could require roll-over curb, commercial drive, reinforced concrete sidewalk, ritter rings or concrete pad. Minimum access to each manhole is a 20' wide lane from the nearest public right of way, centered at the manhole including a 10' radius around the manhole and 22.0' vertical clearance.
- The connection of a new sanitary/storm sewer to an existing manhole may require manhole reconstruction at the discretion of the PW DES Construction Engineering field inspector or the PW DES Construction Engineering engineer.
- Changes in the elevation of an existing brick manhole may require the use of a pre-cast concrete manhole or manhole reconstruction at the discretion of the PW DES Construction Engineering field inspector and/or PW DES Construction Engineering engineer.
- Changes in elevation or modification to existing inlets may require reconstruction at the discretion of the PW DES Construction Engineering inspector or DES Engineer.
- The contractor shall be aware that when debris is dropped into public manholes and other public structures, the contractor is to immediately remove this to eliminate the possibility of property damage due to the debris causing backup into private properties. If it is determined that debris caused a backup, the contractor shall be held responsible for damages.
- The contractor shall make sure that all manholes and other structures are built to finished grade.
- No trees shall be planted within any sewer easement or within ten (10) feet of any public manholes, pipes or inlets.
- "As-Built" mylar drawings and prints are to be submitted to PWPRS at completion of the project. "As-Built" mylar drawings are to be reproducible copies (or originals) of the Approved Construction Drawings. Any field changes are to be noted. The drawings will state "As-Built" in large block letters. The "As-Built" mylars and/or prints are to be signed, dated and stamped by a Colorado Registered Engineer.
- As-Built field notes, from which the As-Built drawings are prepared, are to be provided and stamped/signed and dated by the Colorado Registered Professional Land Surveyor. These notes will include the stationing of any building sewer stubs installed.
- Upon completion of site grading and sewer construction, the owner or developer shall be responsible for furnishing the PWPRS a Certificate of Inspection prepared by the Colorado Registered Engineer who performed or supervised construction inspection, certifying that:
 - A construction inspector was on the job site at all times sewer or drainage facility work was performed,
 - All storm and sanitary sewer facilities, site grading, detention pond grading and outlet works (if any) were constructed in compliance with plans and specifications approved by The Department of Public Works
 - The As-Built drawings included accurately depict the final installation of the storm drainage and/or sewer system. This certification shall be required for all storm and sanitary sewer facilities in addition to any inspections made by the division or the department of public works.
- Denver Water Department Note
All persons and entities involved in this project shall have the responsibility to take whatever steps necessary to protect all water facilities. If any water facility cannot be adequately protected, then said water facilities shall be relocated or removed in accordance with Denver Water Department requirements.

Standard Notes For Water Quality/NPDES Erosion & Sediment Control

- The owner, site developer, contractor and/or their authorized agents shall remove all sediment, mud, construction debris, or other potential pollutants that may have been discharged to or accumulated in, the flowlines and public rights of ways of the City and County of Denver as a result of construction activities associated with this site development or construction project. Said removal shall be conducted in a timely manner.
- This Construction Activities Stormwater Management Plan has been submitted as part of an Application for a Construction Activities Stormwater Discharge Permit filed with the Department of Public Works, Wastewater Management Division of the City and County of Denver. I understand that additional erosion and sediment control measures may be required of the owner and his or her agents due to unforeseen erosion problems or if the submitted plan does not function as intended. The requirements of this plan shall be the obligation of the land owner and/or his successors or heirs; until such time as the plan is properly completed, modified, or voided.
- The contractor shall prevent sediment, debris and all other pollutants from entering the storm sewer system during all demolition, excavation, trenching, boring, grading or other construction operations that are part of this project. The contractor shall be held responsible for remediation of any adverse impacts to adjacent waterways, wetlands, etc., resulting from work done as part of this project.
- A layer of suitable mulch shall be applied to all disturbed portions of the site within 14 days of the completion of overlot grading. Said mulch shall be applied at a rate of 2 tons per acre and shall be tacked or fastened by an approved method suitable for the type of mulch used. Rough-cut streets shall be mulched unless a layer of aggregate road base or asphalt paving is to be applied to said rough-cut streets within the 14-day period after completion of overlot grading.
- The contractor shall locate, install, and maintain all erosion control and water quality "Best Management Practices" as indicated in the Approved Construction Activities Stormwater Management Plan (Chapter 10, City And County Of Denver, Department Of Public Works, Rules and Regulations Governing Sewerage Charges and Fees and Management of Wastewater).
- The developer, general contractor, grading contractor and/or their authorized agents shall insure that all loads of cut and fill material imported to or exported from this site shall be properly covered to prevent loss of the material during transport on public rights of ways (Sec. 49-552; Revised Municipal Code).
- The use of rebar, steel stakes, or steel fence posts to stake down straw or hay bales; or to support silt fencing used as an erosion control measure; is prohibited. The use of OSHA approved colored warning caps on rebar or fence posts used with erosion control measures is not acceptable.
- Soils that will be stockpiled for more than 30 days shall be protected from wind and water erosion within 14 days of stockpile construction. Stabilization and protection of the stockpile may be accomplished by any of the following: mulching, temporary/permanent revegetation operations, chemical soil stabilizer application (requires PW WMD approval), or erosion controlmatting/geotextiles. If stockpiles are located within 100 feet of a drainageway, additional sediment controls such as temporary dikes or silt fence shall be required.
- Approved erosion and sediment control "Best Management Practices" (BMP) shall be maintained and kept in good repair for the duration of this project. At a minimum, the contractor or his agent shall inspect all BMPs weekly and after significant precipitation events. All necessary maintenance and repair shall be completed in a timely manner. Accumulated sediment and debris shall be removed from a BMP when the sediment level reaches one half the height of the BMP or, at any time that sediment or debris adversely impacts the functioning of the BMP.
- Modification of an active Construction Activities Stormwater Discharge Permit by the developer, contractor or their authorized agents shall require timely notification of and approval by Public Works, Wastewater Management Division. Termination of an active Construction Activities Stormwater Discharge Permit upon completion of the project requires notification of and approval by Public Works, Wastewater Management Division.
- Water used in the cleaning of cement truck delivery chutes shall be discharged into a predefined, bermed containment area on the job site. The required containment area is to be bermed so that wash water is totally contained. Wash water discharged into the containment area shall be allowed to infiltrate or evaporate. Dried cement waste is removed from the containment area and properly disposed of. Should a predefined bermed containment area not be available due to the project size, or lack of an area with a suitable ground surface for establishing a containment area, proper disposal of ready mix washout and rinse off water at the job site shall conform to the approved techniques and practices identified in the Colorado Department of Public Health & Environment's training video entitled "Building for a Cleaner Environment, Ready Mix Washout Training", and its accompanying manual entitled, "Ready Mix Washout Guidebook, Vehicle and Equipment Washout at Construction Sites." The direct or indirect discharge of water containing waste cement to the storm sewer system is prohibited (Sec. 56-102 (a)(c); Revised Municipal Code, City and County of Denver). Information about, or copies of the video and training manual are available from the Water Quality Control Division, Colorado Department of Public Health & Environment, 4300 Cherry Creek Drive South, Denver, Colorado 80222-1530, 303-692-3555
- The contractor shall protect all storm sewer facilities adjacent to any location where pavement cutting operations involving wheel cutting, saw cutting or abrasive water jet cutting are to take place. The contractor shall remove and properly dispose of all waste products generated by said cutting operations on a daily basis. The discharge of any water contaminated by waste products from cutting operations to the storm sewer system is prohibited.
- Paved surfaces which are adjacent to construction sites be swept in a timely manner when sediment and other materials are tracked or discharged on to them. Either sweeping by hand or use of street sweepers is acceptable. Street sweepers using water while sweeping is preferred in order to minimize dust. Flushing off paved surfaces with water is prohibited (Sec. 56-102 (a)(c); Revised Municipal Code, City and County of Denver)

City and County of Denver Department of Public Works Development Engineering Services	
Checked for General Compliance with applicable Denver Criteria, Rules, Regulations and Standards.	
APPROVED (if validly signed)	
This approval becomes void if construction is not started within one (1) year of the approval date.	
Development Engineering Services	DATE
(Note: Signature in Print) APPROVED AS TO FORM	
ENGINEERING CALCULATIONS, DRAWINGS AND DESIGN ADEQUACY ARE ACCEPTED BASED UPON THE PROJECT ENGINEER'S ATTACHED SEAL OF REGISTRATION.	
THIS APPROVAL IS FOR PRIVATE STORM SEWER	
CALL THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987	
TWO (2) BUSINESS DAYS IN ADVANCE BEFORE DIGGING, GRADING OR EXCAVATION FOR MARKING OF MEMBER'S UNDERGROUND UTILITIES	
(Project Engineer's Professional Engineer Seal, Signature and Date)	
DES PROJECT NO. 2003-1111	
PROJECT NAME: AMPHITHEATRE POND STORMWATER DISCHARGE PUMPING PROJECT	
DESIGNED BY: LRJ	DATE: 02/04
CHECKED BY: LRJ	DATE: 02/04
SCALE: 1" = 10'	SHEET: 1 OF 5
DRAWING NO.	

RECORD DRAWING

THIS RECORD DRAWING CONFORMS TO THE CONSTRUCTION RECORDS OF THE CONTRACTOR, AS PROVIDED TO THE ENGINEER. THE DRAWING CONSISTS OF CORRECTED PLANS SHOWING THE REPORTED LOCATION OF THE WORK. WHILE THE INFORMATION SUBMITTED BY THE CONTRACTOR AND INCORPORATED BY THE ENGINEER INTO THIS RECORD IS ASSUMED TO BE RELIABLE, THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION, NOR FOR THE ERRORS OR OMISSIONS WHICH COULD RESULT.

Sheet Index	
1	Cover Sheet
2	Plan and Profile
3	Pumping System and Lake Screen Details
4	Details
5	Overall Plan Sheet



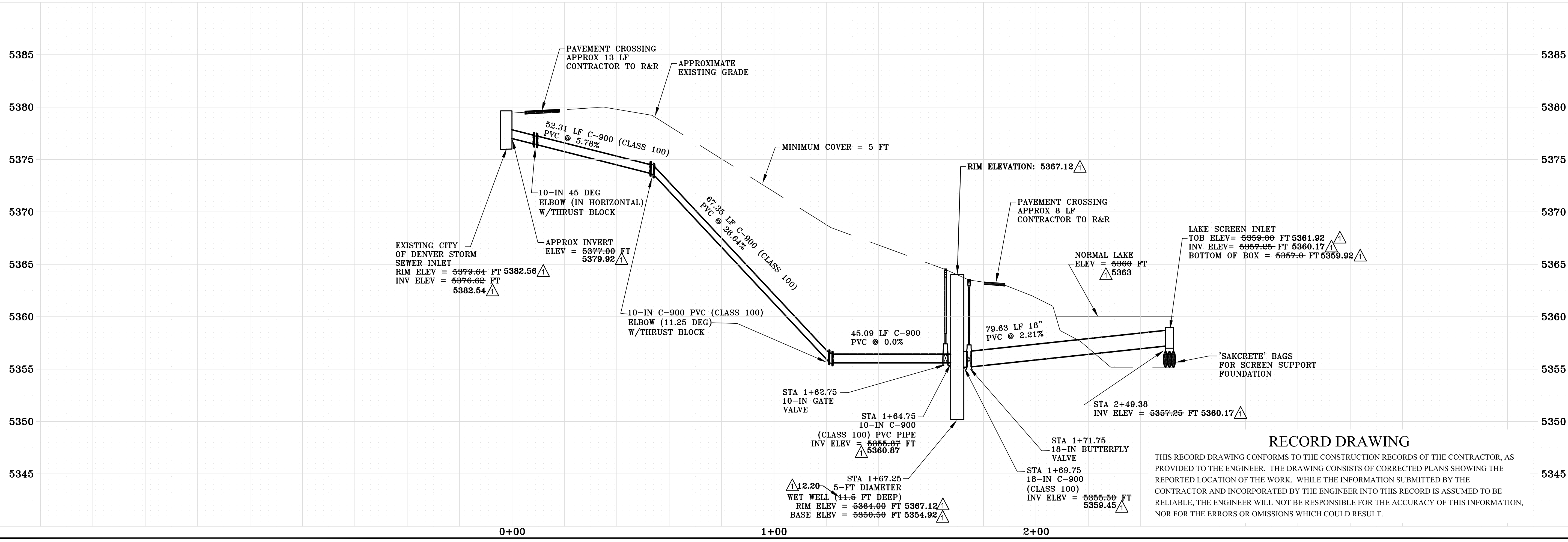
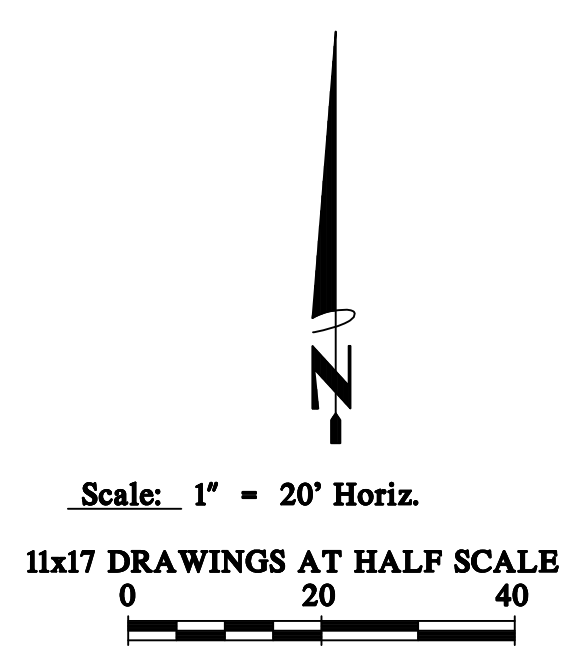
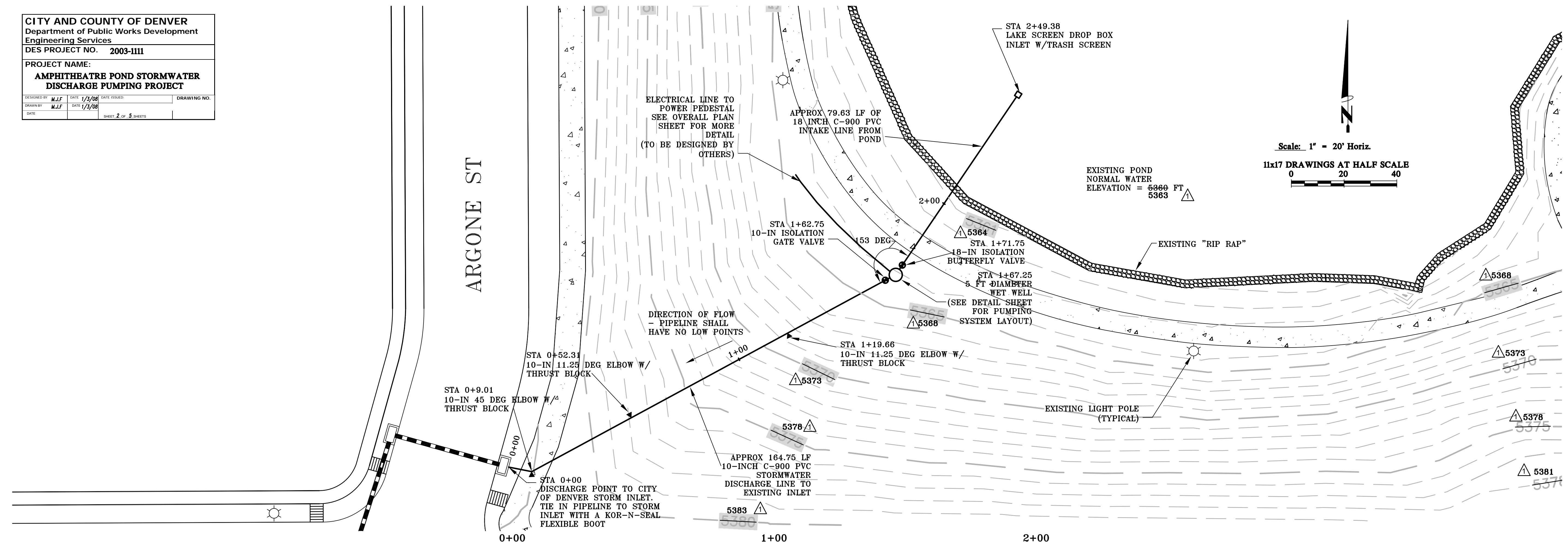
LEONARD RICE ENGINEERS, INC.
2000 Clay Street, Suite 300
Denver, Colorado 80211-5119
(303) 455-9589 g FAX (303) 455-0115

Engineer's Certification Block	
Date	
Public Works Plans Review Services 201 West Colfax, Room 2 H-10, Dept. 202 Denver, CO 80202 Phone: 720-865-2762; Fax: 720-865-3281	
RE: PW DES Project No: 2003-1111	Project Name: Town Center Metro District Amphitheatre Pond Stormwater Discharge Pumping System
	Project Location: Denver, CO
By my attached P.E. seal, I certify that these plans meet the following basic requirements:	
There are no discrepancies or inconsistencies in pipe size, type, length, slope and manhole inlet inverts between the plan and profile views or from one sheet to another, and	
All utilities have been investigated for potential conflicts, and	
All utilities are correctly shown to the greatest extent possible, and	
No known conflicts exist with the proposed sanitary sewer or storm drainage facilities, and existing utilities, and project plans have been made available to the city agencies that are impacted by this project and all known comments by these city agencies have been addressed during the preparations of these plans.	
Sincerely,	
Project Design Engineer (State of Colorado, Professional Engineer's Seal of Registration)	

CITY AND COUNTY OF DENVER
 Department of Public Works Development
 Engineering Services
 DES PROJECT NO. 2003-1111

PROJECT NAME:
**AMPHITHEATRE POND STORMWATER
 DISCHARGE PUMPING PROJECT**

DESIGNED BY: M.J.F. DATE: 1/3/08 DATE REVISION: DRAWING NO.
 DRAWN BY: M.J.F. DATE: 1/3/08
 DATE: SHEET 2 OF 5 SHEETS



RECORD DRAWING

THIS RECORD DRAWING CONFORMS TO THE CONSTRUCTION RECORDS OF THE CONTRACTOR, AS PROVIDED TO THE ENGINEER. THE DRAWING CONSISTS OF CORRECTED PLANS SHOWING THE REPORTED LOCATION OF THE WORK. WHILE THE INFORMATION SUBMITTED BY THE CONTRACTOR AND INCORPORATED BY THE ENGINEER INTO THIS RECORD IS ASSUMED TO BE RELIABLE, THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION, NOR FOR THE ERRORS OR OMISSIONS WHICH COULD RESULT.

Town Center Metropolitan District
 Amphitheatre Pond Stormwater Discharge
 Pumping System
 Pumping System Plan and Profile

NO.	DESCRIPTION	DATE	DWN	CHK
	For Review	12/12/07	M.J.F.	D.L.G.
	Revisions per City of Denver Comments	4/7/08	M.J.F.	D.L.G.
	Revised per As-built Topography	9/12/08	C.A.M.	D.L.G.
	As-builts (DAL)			

PROJECT NO.
1064TCM15

SHEET 2 OF 5

LEONARD RICE ENGINEERS, INC.
 2000 Clay Street, Suite 300
 Denver, Colorado 80211-5119
 (303) 455-9589 g FAX (303) 455-0115

FILE-SERVER\CIV-GW\PROJECTS\1064TCM\15\AUTOCAD\PLANSET_1B, DECEMBER 11, 2007

CITY AND COUNTY OF DENVER
 Department of Public Works Development
 Engineering Services
 DES PROJECT NO. 2003-1111

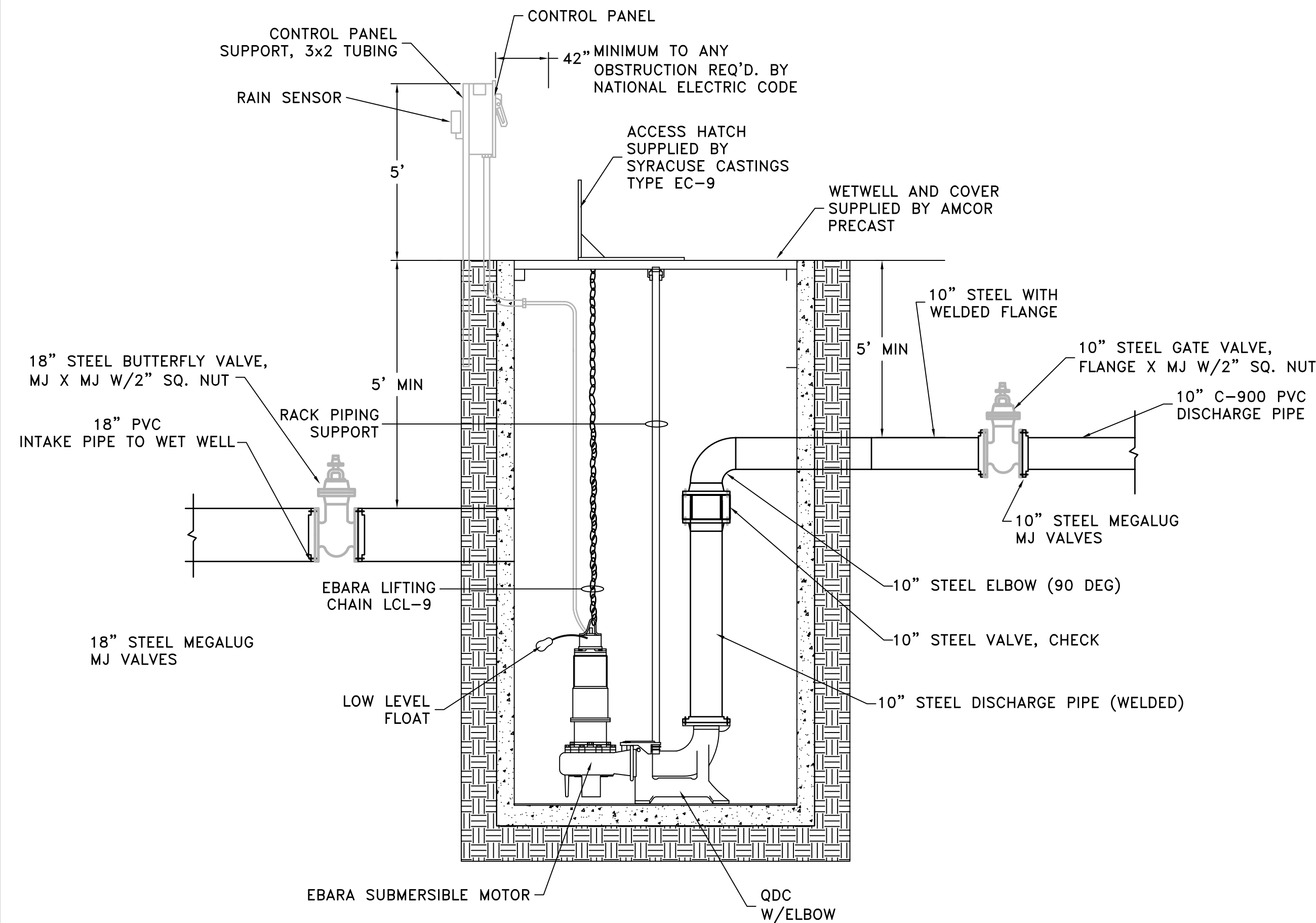
PROJECT NAME:
**AMPHITHEATRE POND STORMWATER
 DISCHARGE PUMPING PROJECT**

DESIGNED BY: M.J.F. DATE: 1/3/08 DATE REVISION: DRAWING NO.
 DRAWN BY: M.J.F. DATE: 1/3/08
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RECORD DRAWING

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 2000 Clay Street, Suite 300
 Denver, Colorado 80211-5119
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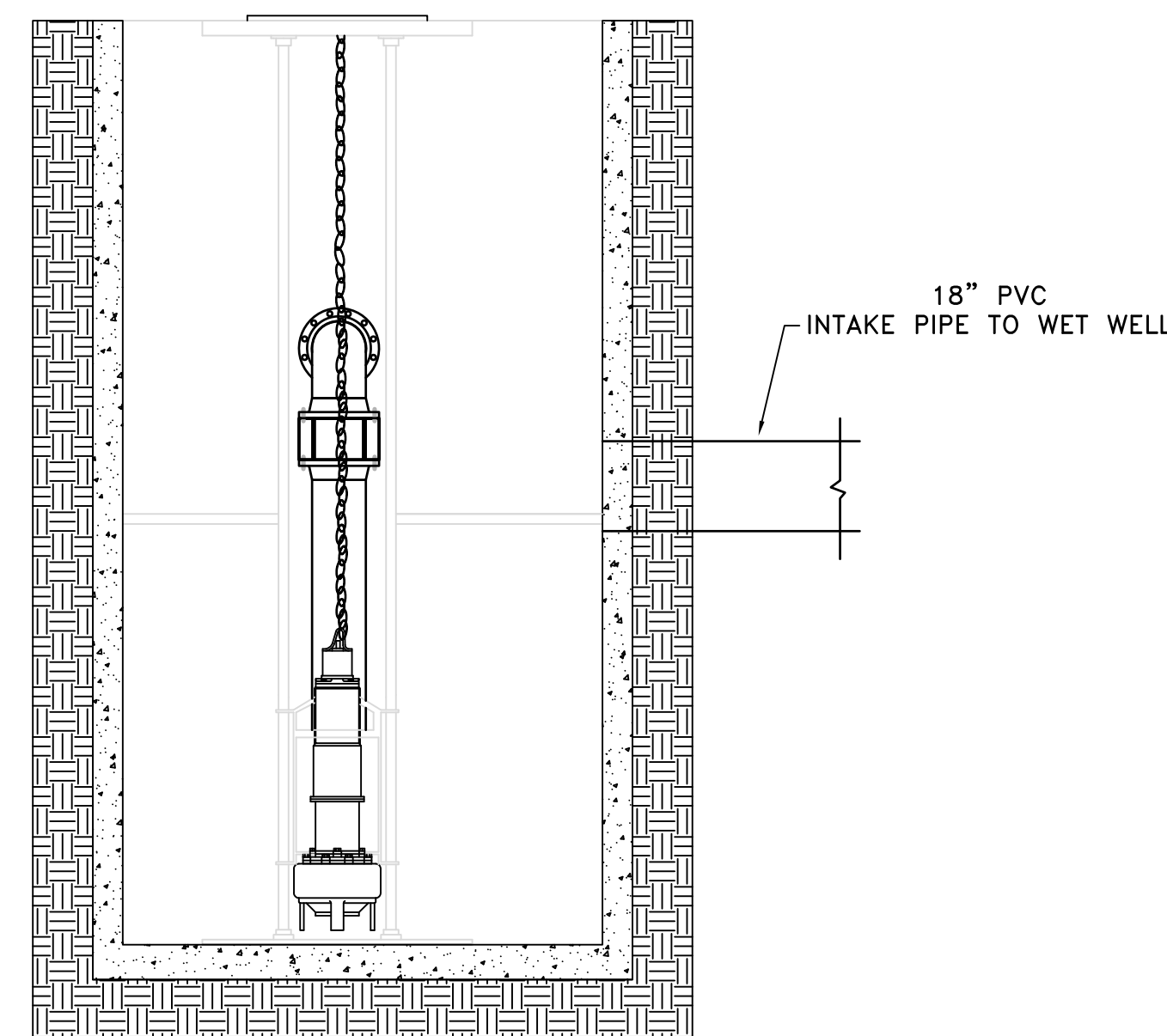


TYPICAL PUMPING SYSTEM

RAIN SENSOR - HUNTER INDUSTRIES "RAIN CLIK -NO" 5364
 THE SYSTEM IS DESIGNED TO ACTIVATE WHEN THE LAKE REACHES AN ELEVATION OF 5364 FT. ONCE THIS ELEVATION IS REACHED, A 2 HOUR DELAY TIMER WILL START. ONCE THIS DURATION PASSES, THE SYSTEM WILL TURN ON AND REMAIN PUMPING UNTIL THE LAKE LOWERS TO AN ELEVATION OF 5360 FT. THE TIMING AND DELAY ARE PROVIDED BY THE "RAIN CLIK" SENSOR. THE SENSOR IS WIRED IN SERIES WITH THE TIMED DELAY RELAY. ONCE INSTALLED IN THE FIELD, THE TIMER RELAY WILL HAVE TO BE MANUALLY SET TO PROVIDE THE TOTAL DESIRED DELAY TIME (RAIN SENSOR DELAY + PLUS TIMED RELAY DELAY). 5363

STATION STYLE: VWST-1800-1-12
 TO PRODUCE: 1500 GPM @ 12 PSI
 HORSEPOWERS: (1) 30
 PUMP DISCHARGE SIZES: (1) 10"
 PUMP CHECK VALVE SIZES: (1) 10"
 STATION ISOLATION GATE VALVE: (1) 10"
 MAIN DISCONNECT: 400 AMPS
 POWER REQUIREMENTS: XX KVA, 230V, 60HZ, 1 PH

WARNING:
 UNAUTHORIZED MODIFICATION OF THIS PUMPING SYSTEM IS A CODE VIOLATION



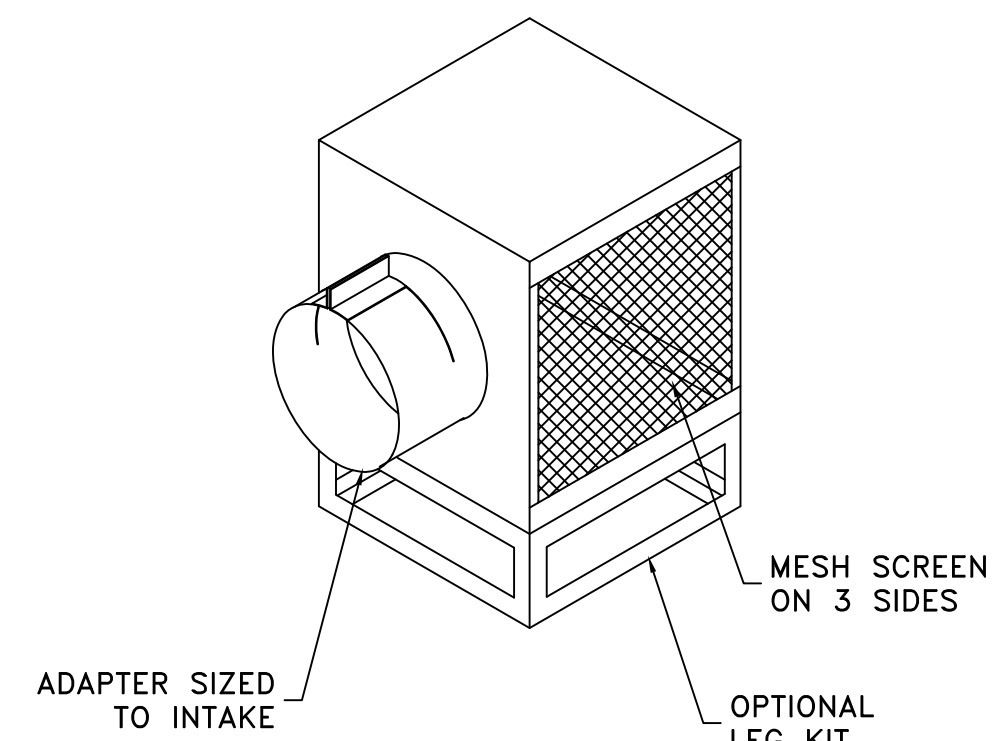
TYPICAL LAKE SCREEN DETAIL

ARAPAHOE PUMPING SYSTEMS WILL FABRICATE THE LAKE SCREEN INLET USING STAINLESS STEEL MATERIAL. THE DIMENSIONS WILL BE:

LENGTH = 36 IN
 WIDTH = 24 IN
 HEIGHT = 24 IN
 SCREEN MESH = 1/4 INCH SQUARE

THE LAKE SCREEN IS SIZED SIMILAR TO THE LS-32 MODEL ABOVE. THE FABRICATED SCREEN WILL HAVE AN OUTLET DIAMETER OF 18 INCHES AND WILL HAVE ADEQUATE SCREEN SURFACE AREA TO FLOW AT LEAST 1500 GPM. THE LAKE SCREEN WILL BE SUPPORTED BY THE USE OF "SAKRETE" BAGS AS A FOUNDATION. THE CONTRACTOR WILL POKE HOLES IN THE BAG TO HARDEN THE CONTENTS

PART NO.	GPM	UNIT SIZE	OUTLET DIAMETER	SCREENED AREA
LS-16	0-550	16"SQ.	12"	768"SQ.
LS-24	551-1200	24"SQ.	18"	1728"SQ.
LS-32	1201-2100	32"SQ.	24"	3072"SQ.
LS-40	2101-3300	40"SQ.	30"	4800"SQ.
LS-48	3301-4800	48"SQ.	36"	6912"SQ.



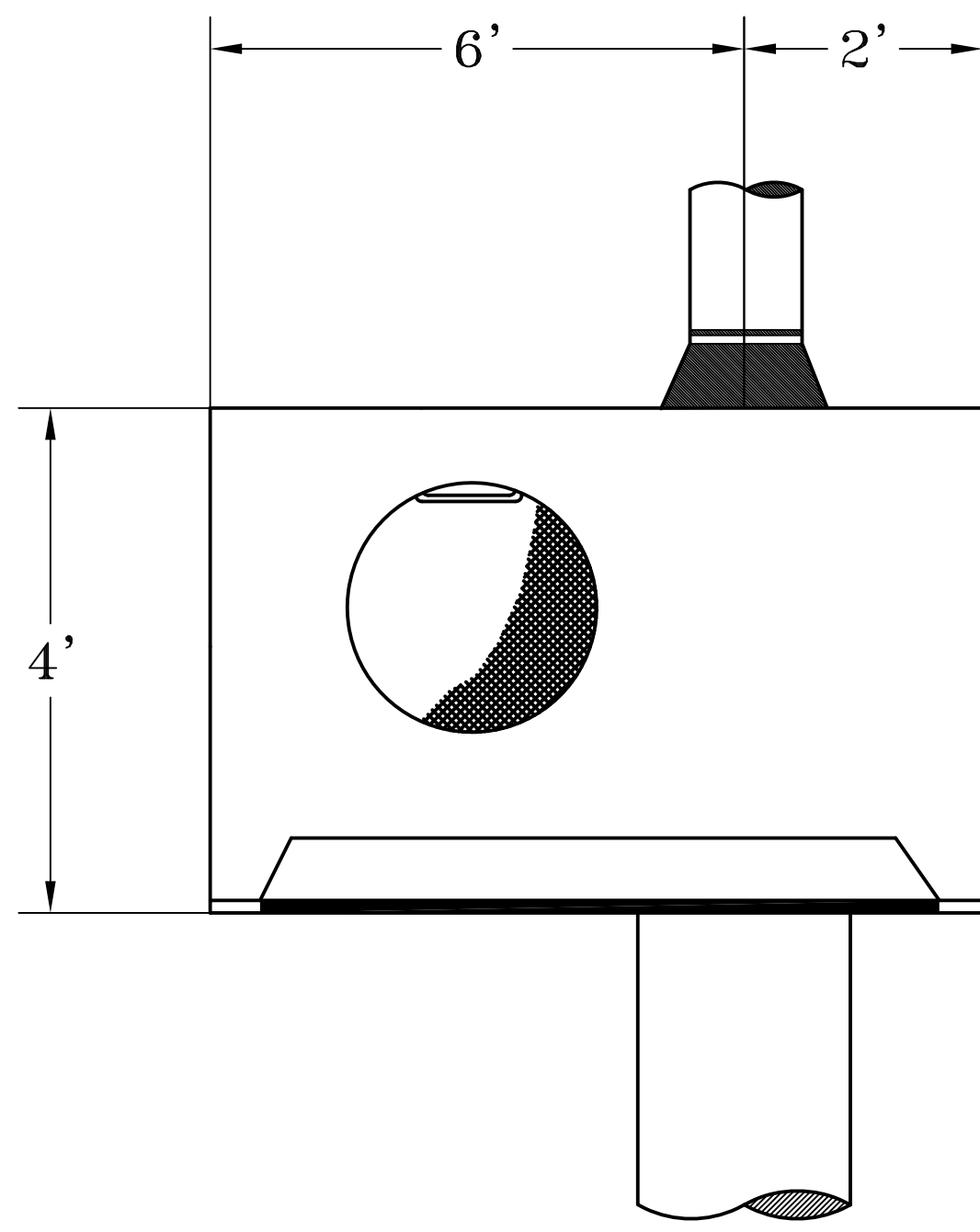
*NOTE: ALL MATERIALS STAINLESS STEEL.

**Town Center Metropolitan District
 Amphitheatre Pond Stormwater Discharge
 Pumping System and Lake Screen Details**

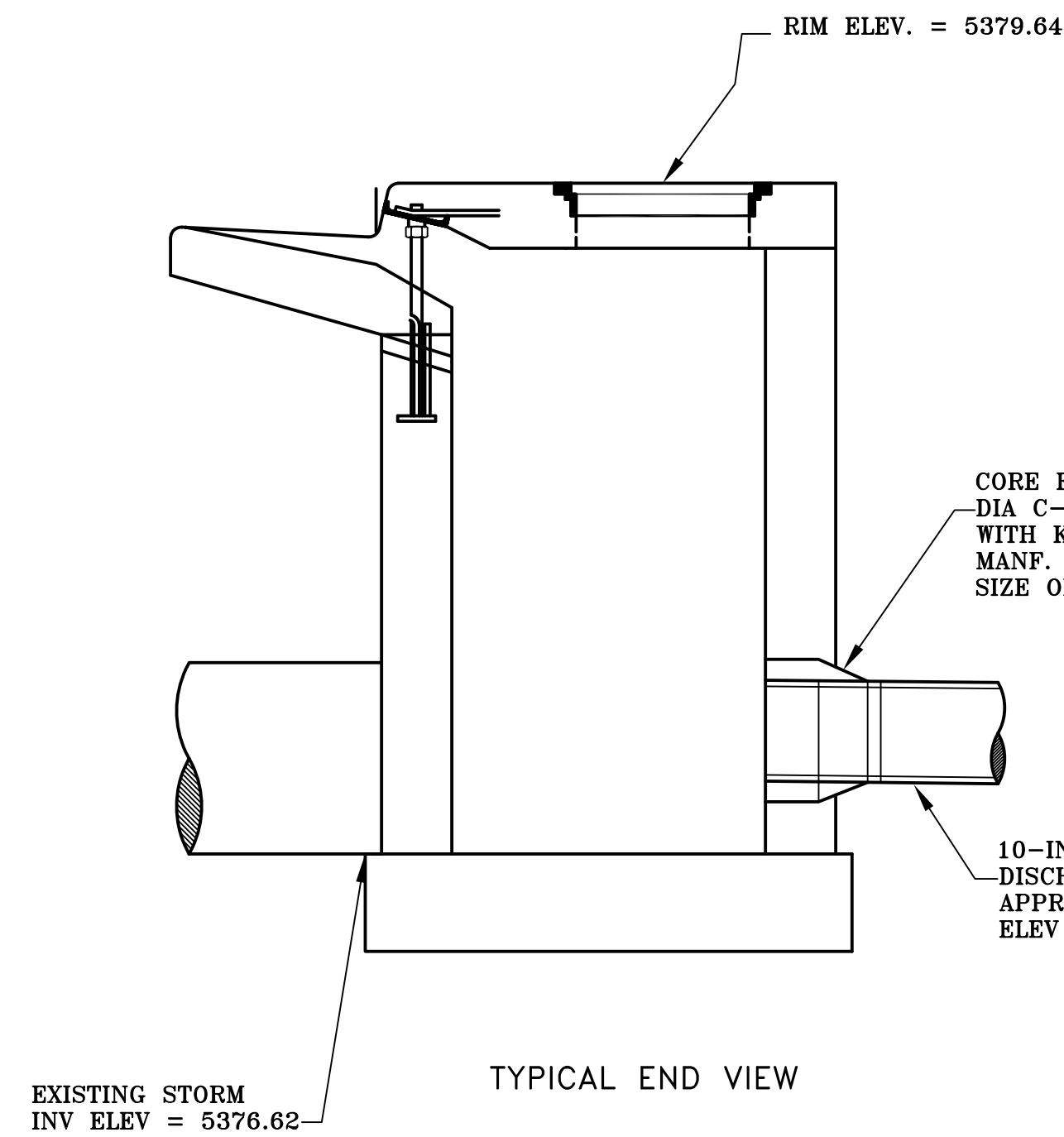
NO.	DESCRIPTION	DATE	DWN	CHK
	For Review	12/12/07	M.J.F.	D.F.G.
	Revisions per City of Denver Comments	1/3/08	M.J.F.	D.F.G.
	As-built (DAL)	9/12/08	C.A.M.	D.F.G.

PROJECT NO. 1064TCM15
 SHEET 3 OF 5

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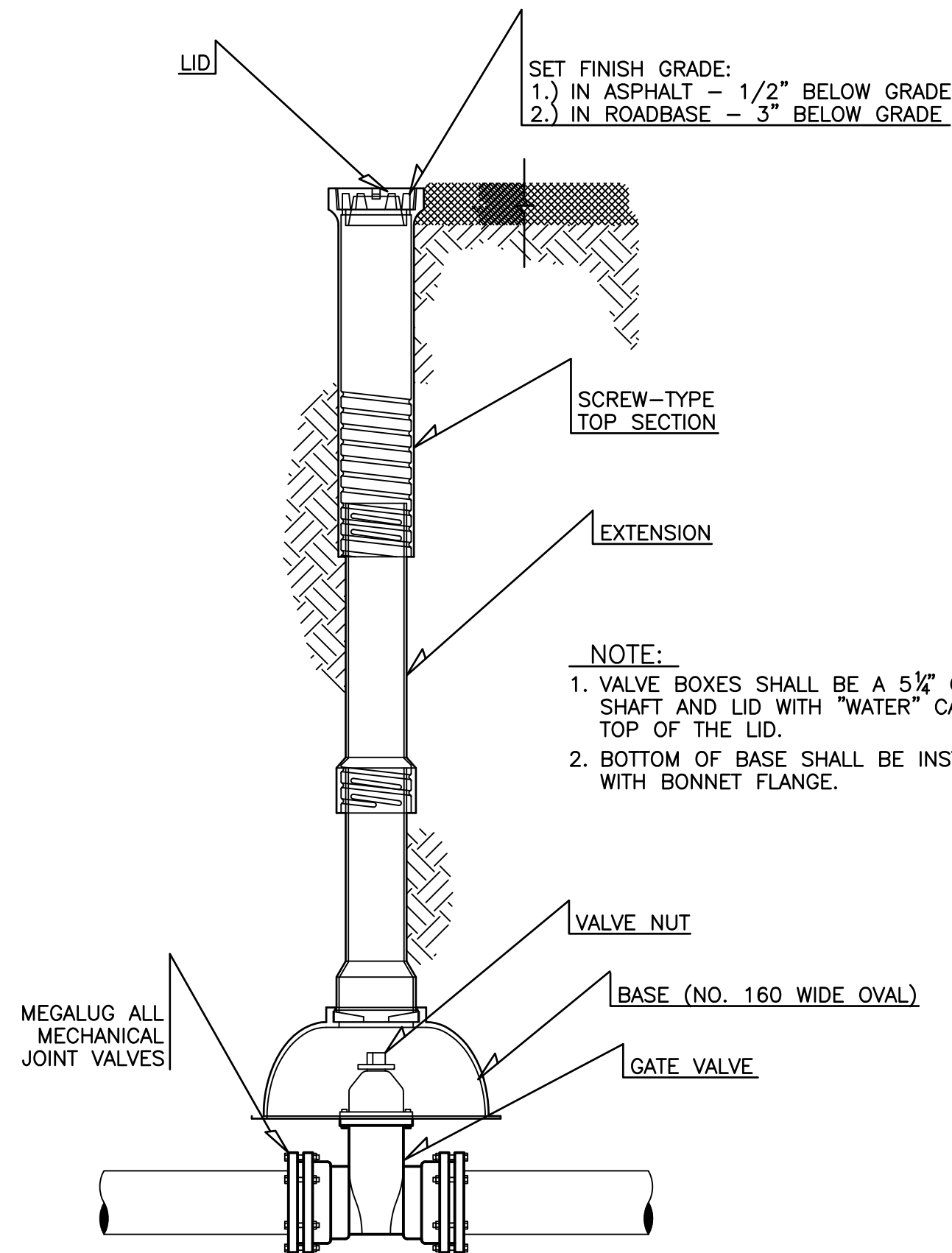


TYPICAL PLAN VIEW



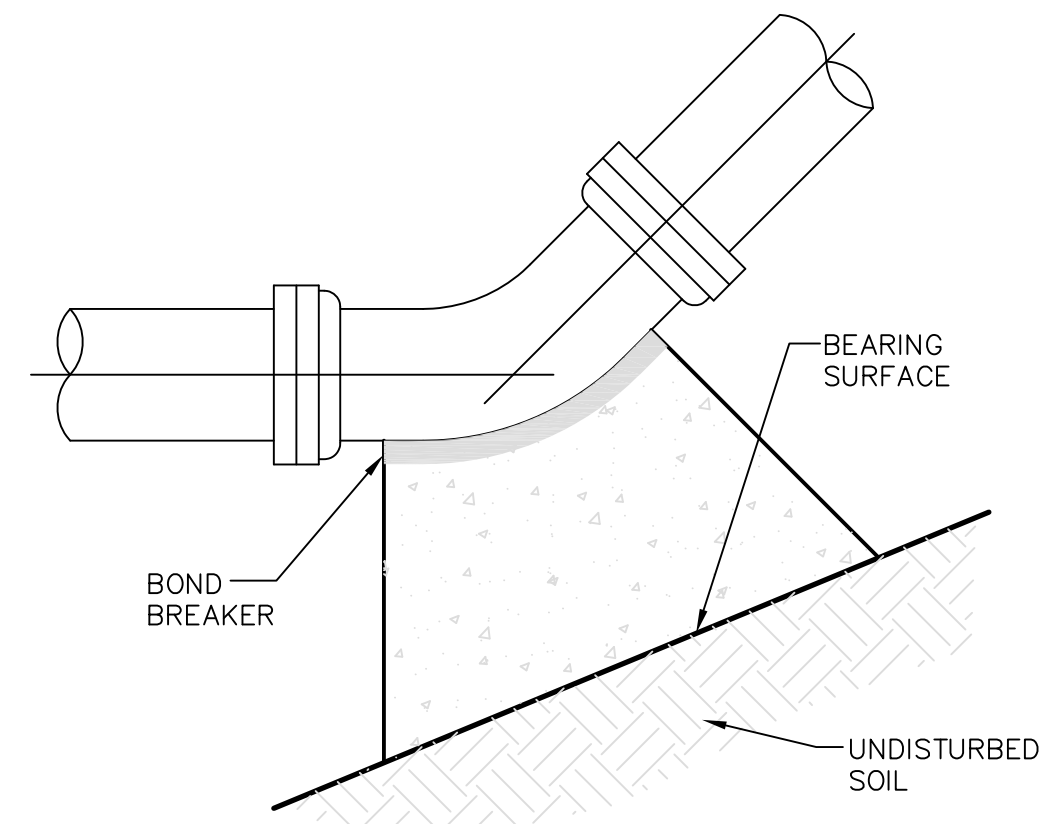
TYPICAL END VIEW

CITY OF DENVER STORMWATER INLET TIE-IN DETAIL
DRAWING N.T.S.

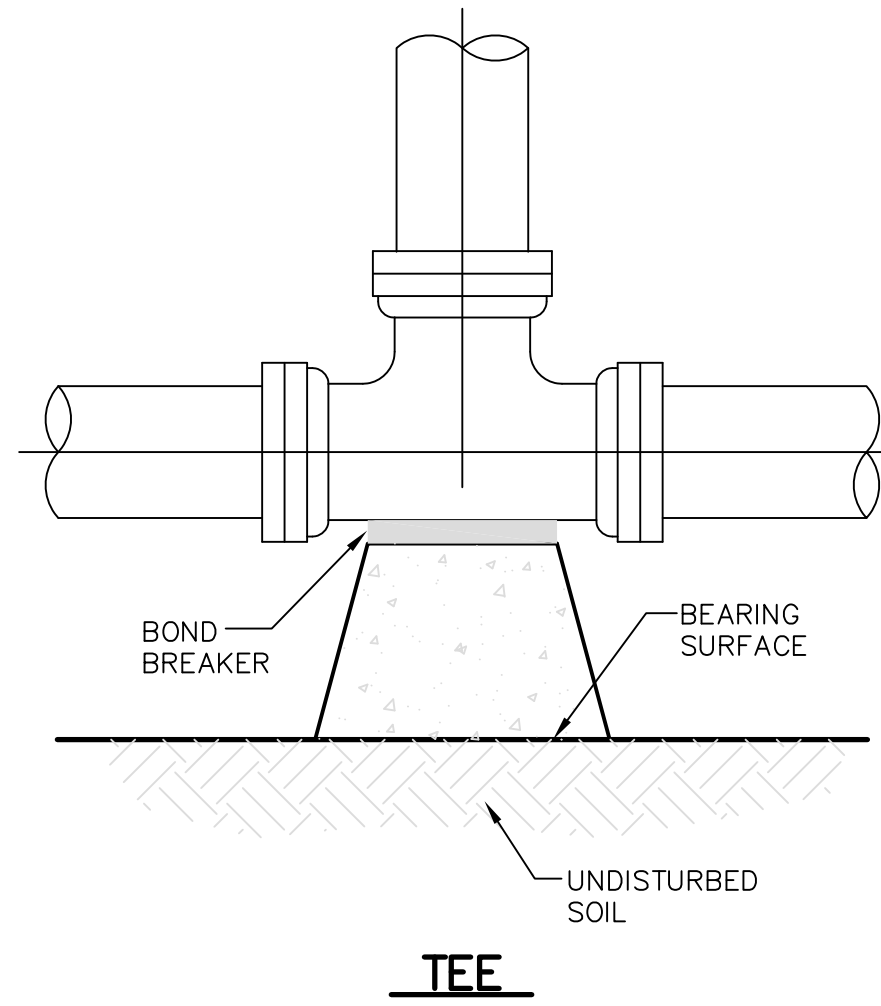


Adjustable Valve Box
N.T.S.
B.H. 3

NOTE:
1. VALVE BOXES SHALL BE A 5/8" CAST IRON SHAFT AND LID WITH "WATER" CAST IN THE TOP OF THE LID.
2. BOTTOM OF BASE SHALL BE INSTALLED FLUSH WITH BONNET FLANGE.

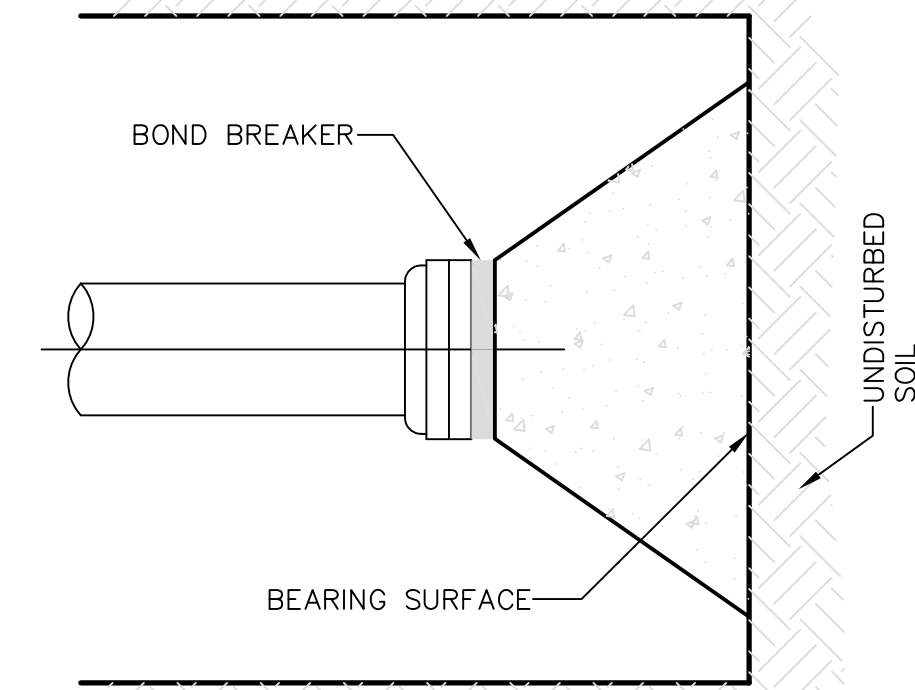


11 1/4" 22 1/2" 45° AND 90° BENDS

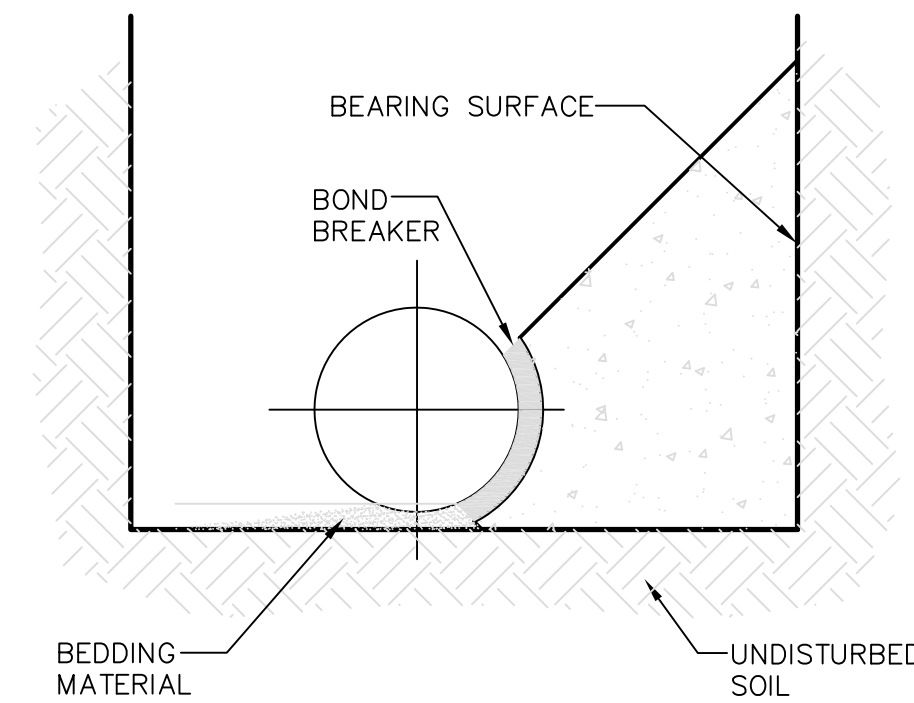


NOTES:

1. BEARING SURFACES SHOWN IN CHART ARE MIN.
2. BASED ON 150 PSI INTERNAL PIPE PRESSURE PLUS WATER HAMMER.
4", 6", 8" AND 12" WATER HAMMER = 110 PSI
16", 20" AND 24" WATER HAMMER = 70 PSI
3. SEE SECTION 6.42 AND SECTIONS 8.19 OF THE ENGINEERING STANDARDS.
4. BASED ON 3,000 PSF SOIL BEARING CAPACITY.



DEAD END



TYPICAL CROSS SECTION

MINIMUM BEARING SURFACE AREA
(IN SQUARE FEET)

SIZE OF PIPE	BENDS				TEE OR DEAD END
	11 1/4"	22 1/2"	45°	90°	
4"	1.00	1.00	1.00	N/A	1.50
6"	1.00	1.25	2.25	N/A	3.00
8"	1.00	2.00	4.00	N/A	5.25
12"	2.25	4.50	8.75	N/A	11.25
16"	3.75	7.50	14.50	27.00	19.00
20"	5.00	10.00	19.50	35.50	25.00
24"	7.00	14.00	27.75	51.00	36.00

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CITY AND COUNTY OF DENVER
Department of Public Works Development
Engineering Services
DES PROJECT NO. 2003-1111

PROJECT NAME:
AMPHITHEATRE POND STORMWATER DISCHARGE PUMPING PROJECT

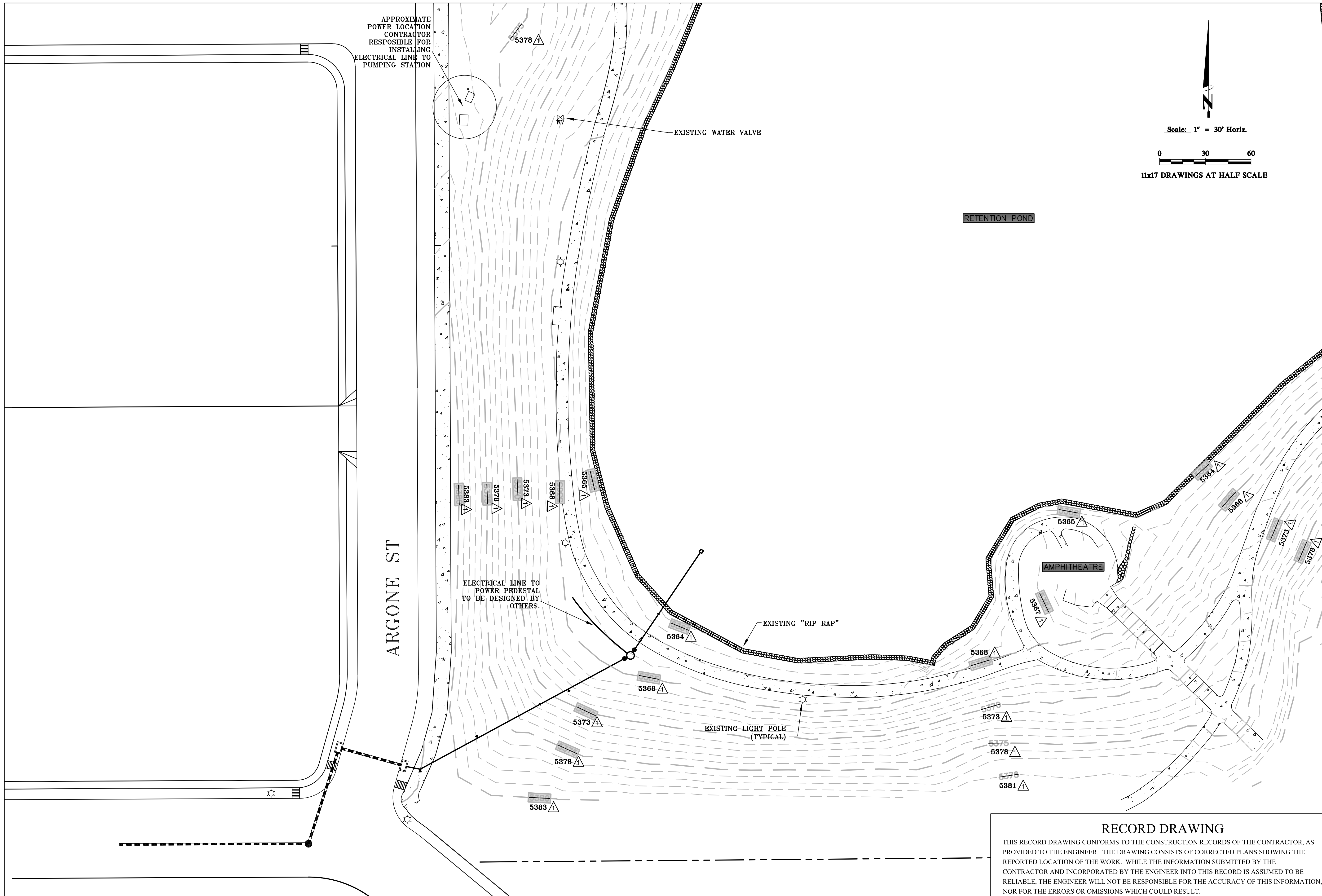
DESIGNED BY: M.J.F. DATE: 1/3/08 DATE ISSUED: DRAWING NO.
DRAWN BY: M.J.F. DATE: 1/3/08
DATE: SHEET 4 OF 5 SHEETS

LEONARD RICE ENGINEERS, INC.
2000 Clay Street, Suite 300
Denver, Colorado 80211-5119
(303) 455-9588 g FAX (303) 455-0115

Town Center Metropolitan District
Amphitheatre Pond Stormwater Discharge Pumping System
Details

NO.	DESCRIPTION	DATE	DWN	CHK
	For Review	12/12/07	M.J.F.	D.F.G.
	Revisions per City of Denver Comments	1/3/08	M.J.F.	D.F.G.
	As-built (DAL)	9/12/08	C.A.M.	D.F.G.

PROJECT NO. 1064TCM15
SHEET 4 OF 5



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	As-built (DAL)	9/12/08	C.A.M.	D.F.C.

PROJECT NO.
1064TCM15
SHEET 5 OF 5

Town Center Metropolitan District
Amphitheatre Pond Stormwater Discharge
Pumping System
Overall Plan Sheet

LEONARD RICE ENGINEERS, INC.
2000 Clay Street, Suite 300
Denver, Colorado 80211-5119
(303) 455-9588 g FAX (303) 455-0115

EXHIBIT G

**PAL COOPERATIVE AGREEMENT
DATED DECEMBER 14, 2004**

COOPERATIVE AGREEMENT
Shared Use Facility Complex
Green Valley Ranch

04-1005

THIS COOPERATIVE AGREEMENT, is made and entered into this 14th day of DECEMBER, 2004, by and between the CITY AND COUNTY OF DENVER, a political subdivision and municipal corporation of the State of Colorado (the "City"), and TOWN CENTER METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), (hereinafter collectively referred to as the "Parties").

WHEREAS, the City is developing and constructing a recreation center (the "Recreation Center") east of Tower Road between 49th Avenue and 51st Avenue in the Green Valley Ranch community through a collaborative public/private partnership effort with Denver Public Schools ("DPS"), the District, Denver Parks and Recreation, and Oakwood Homes, the master developer of the Green Valley Ranch community; and

WHEREAS, the Recreation Center is situate on a 41-acre site, which site is shared by the new Omar D. Blair school, which will operate as an Edison Charter School ("Edison School"), a plaza, amphitheatre, and lake site, and a regional park; and

WHEREAS, the Edison School, Recreation Center, plaza, amphitheatre, and lake site are envisioned as developing into a town center and learning environment for the Green Valley Ranch community; and

WHEREAS, the City and DPS have entered into that certain Cooperative Agreement dated June 17, 2003, whereby the City and DPS developed a framework for sharing facilities including the Recreation Center and the Edison School; and

WHEREAS, the City and the District desire to extend this spirit of cooperation by developing a framework for utilizing the plaza, amphitheatre, and lake site (hereinafter referred to as "PAL") for cultural and community events, including but not limited to theatrical plays, concerts, arts festivals, and farmers' markets; and

WHEREAS, the District owns and operates PAL adjacent to the Recreation Center; and

WHEREAS, the City owns the Recreation Center; and

WHEREAS, the Recreation Center, when completed, will have approximately 119 parking spaces (hereinafter referred to as the "Recreation Center Parking Lot"), and the Parties desire to utilize the Recreation Center Parking Lot during cultural and community events as more fully set forth herein; and

WHEREAS, the City and the District recognize the benefits of coordinating certain cultural and community events in order to foster a spirit of cooperation and collaboration between the Parties; and

WHEREAS, the Parties intend to, by this Agreement or by subsequent amendment to this Agreement, detail the terms and conditions of the agreeable shared use of PAL and the Recreation Center Parking Lot; and

WHEREAS, in accordance with the Colorado Constitution and C.R.S. § 29-1-203, the City and the District are authorized to enter into agreements regarding the shared use of facilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the District agree as follows:

1. Ownership and Identification of Facilities.

1.1 The District owns PAL, which is shown schematically on Exhibit A, attached hereto and incorporated herein by this reference. The “plaza” is identified as Site-1 on Exhibit A. The “amphitheatre” is identified as Site-2 on Exhibit A. The “lake site” is identified as Site-3 on Exhibit A.

1.2 The City owns the Recreation Center, which is identified as Site-4 on Exhibit A. The Recreation Center Parking Lot referred to in this Agreement is located in Site-4.

1.3 That portion of the Recreation Center identified as Site-5 on Exhibit A is referred to herein as the “Tree Lawn,” is owned by the City, and is subject to the maintenance agreement set forth in Section 4.2 of this Agreement.

2. Community/District Use of PAL – Agreement to Cooperate and Share.

2.1 The District intends to make PAL available to members of the community including private individuals, groups, and companies for special events. To that end, the District has developed a Plaza, Amphitheatre and Lake Site Usage Agreement (“Usage Agreement”), a copy of which is attached hereto as Exhibit B and incorporated by this reference. The District reserves the right to modify or amend the Usage Agreement in its sole and absolute discretion.

2.2 The District may, from time to time, schedule special events to be conducted at PAL. District events will be scheduled so as to not conflict with City Events scheduled pursuant to Section 3.3 of this Agreement.

2.3 The Usage Agreement sets forth that the private individual, group and/or company (“Client”) shall pay the District a deposit and facility rental fee, and shall be responsible for any additional costs or expenses incurred by the District. The facility rental fee to be charged to any Client shall be determined in the sole and absolute discretion of the District, and may vary based upon the specifics of each event, including but not limited to event duration and group size.

2.4 For community events scheduled pursuant to Section 2.1 and District events scheduled pursuant to Section 2.2, the City agrees to make the Recreation Center Parking Lot available to attendees of each respective scheduled event, subject to the following requirements:

2.4.1 The Client for any scheduled event shall contact the Director of Recreation in the City's Department of Parks and Recreation or the Director's designated representative ("Director") at least ten (10) calendar days in advance of the scheduled event in order for the Director to determine what spaces in the Recreation Center Parking Lot should be designated for use of attendees at the scheduled event. The number and location of spaces, along with the hours of usage, shall be specified in the written permit ("Event Permit") issued by the Director.

2.4.2 On the day of, and prior to, the scheduled event, the Client shall demarcate, by barriers and signs, the parking spaces designated by the Director ("Designated Spaces") in the Event Permit for use by attendees to the scheduled event. The Client shall be responsible for providing adequate personnel to direct attendees' vehicles into the Designated Spaces and for assuring that attendees do not park in any spaces in the Recreation Center Parking Lot other than the Designated Spaces. Any barriers or signs placed by the Client in the Recreation Center shall not prevent access or parking by Recreation Center patrons in the parking spaces other than the Designated Spaces.

2.4.3 The Client shall be solely responsible for placing and removing any barriers and signs within the hours of usage specified in the Event Permit. On an ongoing basis during the scheduled event and within two (2) hours of the conclusion of the scheduled event, the Client shall remove any trash, debris, stains, or other items left by attendees or any scheduled event participants in the Recreation Center Parking Lot or the Recreation Center property itself (Site-4 of Exhibit A).

2.4.4 The Director shall have the right to enforce, modify or rescind the Event Permit should the Director determine that the Client is not in compliance with the Permit.

2.4.5 The Client shall provide, at least seven (7) days prior to the scheduled event, a certificate of insurance for general liability and property damage for no less than \$500,000 per occurrence, including the City as an additional insured and containing a waiver of subrogation in favor of the City.

2.4.6 The District agrees to include these Event Permit requirements into its Usage Agreement (Exhibit B).

The City agrees to not charge event attendees any parking fee, and further agrees to not charge the District any parking fee or in any way seek reimbursement for any direct or indirect costs related to the utilization of the Recreation Center Parking Lot during scheduled events during the effective term of this Agreement.

3. City Use of PAL – Agreement to Cooperate and Share.

3.1 The City and the District agree to look for opportunities to cooperate and share in the use of PAL. As the City becomes aware of potential Clients for the use of PAL, the City may refer said potential Clients to the District. If the City so elects, the City may partner with certain Clients in which case the City may join with the Client in making application to the District under Sections 2.1 and 2.3 of this Agreement.

3.2 The City and the District agree to share the use of PAL as further provided herein. Such use will include the use of PAL and the provision of certain services specified herein. In the event of any dispute, the provisions of Section 13 of this Agreement shall apply.

3.3 The City shall be entitled at least three (3) times in any calendar year to reserve and utilize PAL for special events sponsored by the City ("City Events"). The Manager of the Department of Parks and Recreation or her designated representative (the "Parks Manager") shall determine what events qualify as City Events. The Parks Manager and the District Manager will cooperate in good faith to schedule the use of PAL in order to ensure that the needs of the community and City are adequately met.

3.4 For all City Events, the Parks Manager shall provide the District Manager with a minimum of thirty (30) calendar days notice of said event.

3.5 Unless there is an unresolvable scheduling conflict (see Section 3.2 of this Agreement), the District Manager shall approve any City Events submitted by the Parks Manager under Sections 3.3 and 3.4. For all City Events, the District shall waive the right to collect a deposit and facility rental fee under the Usage Agreement or the District's Rules and Regulations. The City shall provide general liability insurance in sufficient coverage so to protect the District from liability from claims that could reasonably arise from the City Event.

3.6 The City is responsible for all litter and trash removal during and following the conclusion of the City Event, and for returning PAL to a physical condition substantially similar to its condition existing prior to the City Event; and shall take all reasonable and prudent steps to ensure that the District does not incur any increase(s) in the District's actual operation and maintenance costs on account of the City Event.

3.7 The Parties will consult with each other on all matters of mutual interest and concern. The Parties will cooperate in good faith to ensure that PAL is operated in a manner that meets the needs of the Parties.

4. Maintenance of PAL.

4.1 The District shall be solely responsible for all maintenance of PAL, including landscaping, irrigation, snow and ice removal, and capital improvements.

4.2 The District shall be responsible for the regular landscape maintenance and upkeep of the Tree Lawn, which regular maintenance shall be limited to grass cutting and other regular landscape maintenance comparable to the landscape maintenance performed by the District on other parcels within the Green Valley Ranch Community; provided that the District shall not be responsible for irrigation which shall at all times remain the responsibility of the City.

4.3 Should an Act of God, inclement weather, prolonged drought, or other environmental condition, or the City's failure or refusal to provide adequate irrigation materially impair or destroy the Tree Lawn, the City shall be responsible for any and all replanting, reseeding, or other act requiring any capital expenditure required to return the Tree Lawn to a condition substantially similar to its condition existing as of the effective date of this Agreement.

The District shall, after any such replanting, reseeding, or other act is completed by the City, resume the regular landscape maintenance obligation set forth in Section 4.2.

5. Term.

5.1 This Agreement shall commence on the date first written above and, subject to paragraph 11 hereof, shall end ten (10) years from such date ("Initial Term"). Upon expiration of the Initial Term, the Parties will negotiate in good faith for the continuation of this Agreement if the Parties deem the sharing of PAL is in their best interest.

5.2 The District may terminate shared use of PAL for any reason whatsoever, by providing the City with a minimum of six (6) months advance written notice.

5.3 The City may terminate shared use of PAL for any reason whatsoever, by providing the District with a minimum of six (6) months advance written notice.

5.4 Upon any such termination, the District's obligation to maintain the Tree Lawn, as set forth in Section 4.2 of this Agreement, and the use of the Recreation Center Parking Lot, as set forth in Section 2.4 of this Agreement, shall terminate.

6. Notice.

Whenever a notice is either required or permitted to be given, it shall be given in writing and delivered personally, or delivered by the postal service, certified mail, return receipt requested, to the other party at the address indicated below, or at such other address as may be designated by either party:

If to the City:

Mayor
Mayor's Office
City and County Building, Room 350
1437 Bannock Street
Denver, CO 80202

with copies to:

Manager
Denver Department of Parks and Recreation
201 West Colfax Avenue, Dept. 601
Denver, CO 80202

Director of Recreation
Denver Department of Parks and Recreation
201 West Colfax Avenue, Dept. 606
Denver, CO 80202

If to the District:

Board of Directors
Town Center Metropolitan District
6130 Greenwood Plaza Blvd. Suite 100
Englewood, CO 80111

with copies to: Kelly Leid
4908 Tower Road
Denver, CO 80249

and: Matthew R. Dalton
Grimshaw & Harring, P.C.
1700 Lincoln Street, Suite 3800
Denver, CO 80203

7. Liability.

7.1 The District shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of the District or its officers, employees, and agents in connection with the subject matter of this Agreement, as the same may be amended from time to time.

7.2 City shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by City, or its officers, employees, and agents in connection with the subject matter of this Agreement, as the same may be amended from time to time.

7.3 Nothing in this Section 7 or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or the District may have under the Colorado Governmental Immunity Act (§24-10-101, C.R.S., *et. seq.*) or to any other defenses, immunities, or limitations of liability available to the City or the District by law.

8. Insurance.

8.1 Each party shall secure and maintain during the life of this Agreement statutory worker's compensation and liability insurance. The specific terms and amounts of each required coverage will be determined in the sole discretion of each party for their respective coverages. Each party shall also be responsible for payment of any deductibles for their respective coverages. Each party shall retain the option of discharging this obligation by means of self-insurance.

8.2 Unless other insurance requirements or obligations are provided for in a duly executed amendment to this Agreement, each party shall secure and maintain property insurance for the facilities and personal property they own. The specific terms and amounts of each party's property coverage will be determined in the sole discretion of that party. Each party shall be responsible for payment of any deductibles for its property coverage. Each party shall retain the option of discharging this obligation by means of self-insurance.

9. Default/Remedies.

9.1 Except as otherwise provided herein, in the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

9.2 In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of thirty (30) days from receipt of notice of said default from the non-defaulting party within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to: (a) terminate this Agreement; (b) treat this Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity, except for punitive or consequential damages for which both Parties expressly waive any such claim by this Agreement.

10. Damage and Destruction.

In the event PAL or the Recreation Center Parking Lot is rendered unfit for its intended use or uses under this Agreement, the Parties agree that each shall utilize its best efforts to identify and recover any insurance proceeds available for any loss resulting in the unfit condition of PAL or the Recreation Center Parking Lot. Upon recovery of any such insurance proceeds, the recovering party shall apply such proceeds to the repair, restoration or replacement of PAL or the Recreation Center Parking Lot and, if such insurance proceeds are not sufficient, shall, subject to a lawful appropriation, endeavor to obtain such additional funds as may be necessary to repair, restore, or replace PAL or the Recreation Center Parking Lot (the "Additional Funds").

If either party is unable to obtain the Additional Funds, the other party shall have the option, at its sole discretion, to make up the shortfall in such funds in order to allow the repair, restoration or replacement to proceed. If the Parties are unable to repair, restore or replace PAL or the Recreation Center Parking Lot under the terms of this provision, this Agreement will immediately terminate with no financial obligation accruing to either party from the date PAL or the Recreation Center Parking Lot was rendered unfit for its intended use or uses under this Agreement.

11. Non-appropriation.

11.1 It is expressly understood and agreed that the obligation of the District for all or any part of its performance or payment obligation hereunder, whether direct or indirect, shall extend only to the payment of funds duly and lawfully appropriated by the Board for the purpose of this Agreement. In the event the Board fails to annually appropriate sufficient funds to pay for the District's necessary costs to fulfill its obligations under this Agreement for any District fiscal year, then the District shall consult with the City concerning any reduction in service by District before any reduction is implemented. The reduction of said services shall not constitute a default under this Agreement.

11.2 It is expressly understood and agreed that the obligation of the City for all or any part of its performance or payment obligation hereunder, whether direct or indirect, shall extend only to the payment of funds duly and lawfully appropriated by the City Council for the purpose of this Agreement, and paid into the Treasury of the City. In the event the City Council of the City fails to annually appropriate sufficient funds to pay for the City's necessary costs to fulfill its obligations under this Agreement for any City fiscal year, then the City shall consult with the District concerning any reduction in service by the City before any reduction is implemented. The reduction of said services shall not constitute a default under this Agreement.

11.3 Each party agrees to timely and properly budget for, request, and pursue the annual appropriation of sufficient funds to meet its obligations hereunder from that party's legislative body(ies), and to pursue all available appeals and reviews of any denial or rejection of such requested appropriation.

12. Force Majeure.

Neither party herein shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, after exercise of its best efforts to perform such obligations, including, but not limited to, fire, strike, war, riots, threats or acts of terrorism, acts of civil or military authority, acts of God, judicial action, unavailability or shortages of materials, equipment or personnel, failures or delays in delivery from vendors and suppliers or delays in transportation.

13. Dispute Resolution.

The Parties shall resolve disputes regarding PAL or the Recreation Center Parking Lot at the lowest employee level possible. In the event that the Parties are unable to resolve disputes arising as a result of this Agreement, the Parties shall make a good faith effort to participate in a tiered dispute resolution process. The Parties agree that this tiered process must be exhausted prior to seeking redress in a court of law. In the event of a dispute at the employee level, the District Manager and Director of Recreation shall attempt to resolve the dispute. In the event that the District Manager and Director of Recreation cannot resolve the dispute, the dispute, along with any supporting documentation supporting the respective positions of the Parties, shall be referred to the Board and the Parks Manager for resolution.

14. Amendments.

The Parties recognize and agree that the terms and conditions of this Agreement may only be amended through a formal amendment to this Agreement, which is approved and executed by the Parties.

15. Conflict of Interest.

The Parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the District further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

16. No Third Party Beneficiaries.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the District; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such agreements. It is the express

intention of the City and the District that any person other than the City and the District receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. Subject to Local Laws; Venue.

Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the District's Rules and Regulations, as the same may be amended from time to time, and the Charter of the City and County of Denver, and the ordinances, regulations, executive orders, or fiscal rules, enacted or promulgated pursuant thereto. The District's Rules and Regulations, the Charter of the City and County of Denver, and the Revised Municipal Code of the City and County of Denver are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie exclusively in the District Court in and for the City and County of Denver, Colorado.

18. Assignment.

Neither the City nor the District may assign any rights or delegate any duties under this Agreement without the written consent of the other party.

19. Binding Effect.

This writing, together with the exhibits hereto, constitutes the entire agreement between the Parties' officers, employees, agents and assigns and shall inure to the benefit of their respective survivors, heirs, successors and assigns.

20. Entire Agreement.

This Agreement, along with all exhibits and other documents incorporated herein, shall constitute the entire agreement of the Parties. Covenants or representations not contained in this Agreement shall not be binding on the Parties.

21. Law/Severability.

This Agreement shall be governed in all respects by the laws of the State of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

22. Paragraph Headings.

The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

23. Execution of Agreement.

This Agreement is expressly subject to, and shall not be or become effective or binding on the City and the District until fully executed by all signatories of the District and the

City. This Agreement may be signed in counterparts, and each counterpart will be considered an original.

24. Legal Authority.

The District and the City represent that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

25. Copies of Agreement.

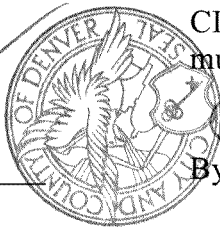
Two (2) original copies of this Agreement shall be executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

For the City:

ATTEST:

Wayne E. Vaden, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver



CITY AND COUNTY OF DENVER, a Colorado municipal corporation

By: _____
Mayor

APPROVED AS TO FORM:

Cole Finegan.
City Attorney

By:

Pat A. WBS
Assistant City Attorney

RECOMMENDED AND APPROVED

By:

Manager of Parks and Recreation

REGISTERED AND COUNTERSIGNED

By:

Denny Gallagher
Auditor
Contract Control No. XCHA058

For the District:

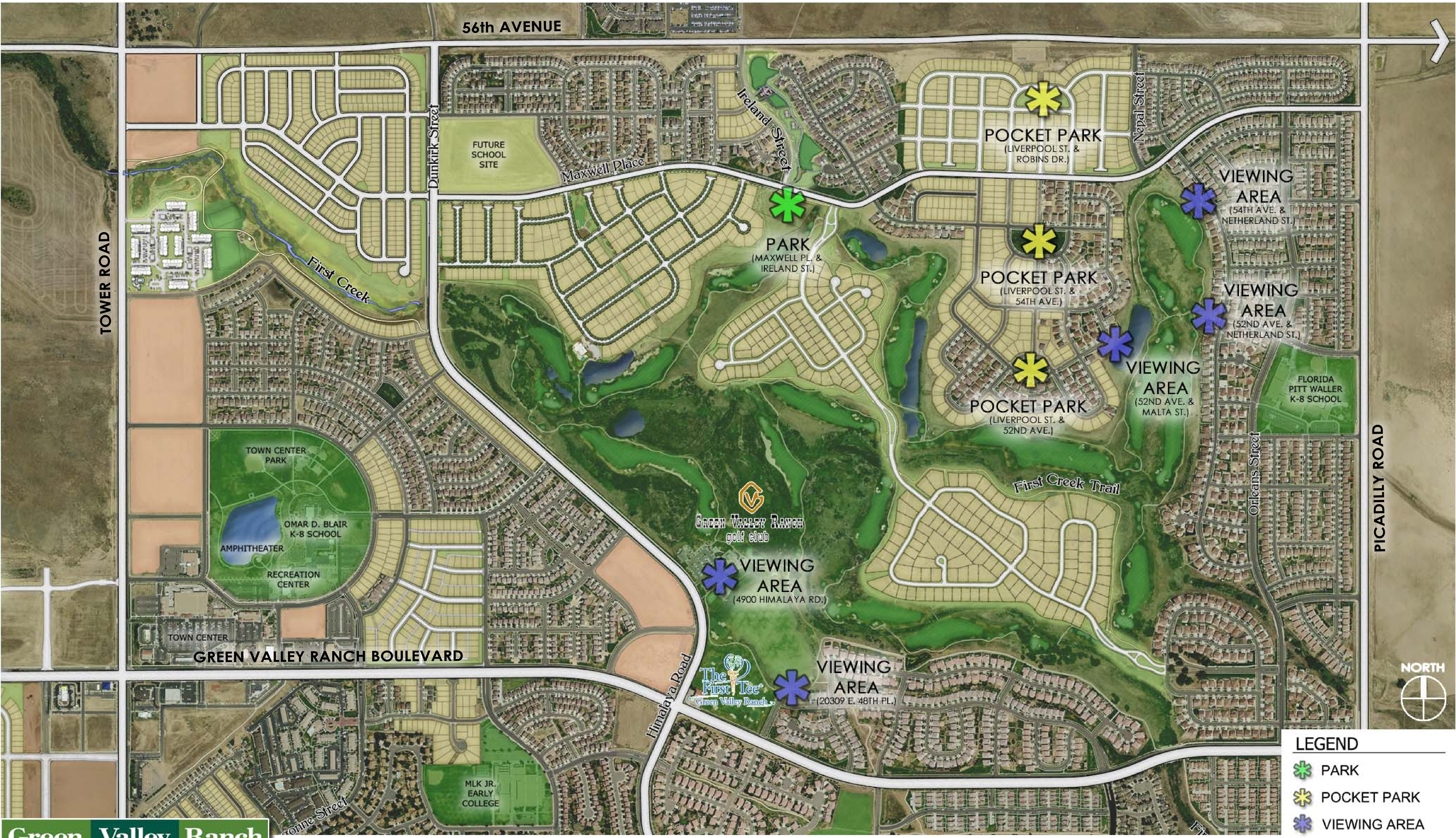
APPROVED AS TO FORM:

By:

Dick Leopoldus
Dick Leopoldus, Secretary

By:

Thomas J. Mussallem
Thomas J. Mussallem, President



Green Valley Ranch

Park, Pocket Parks, & Viewing Areas Exhibit

EXHIBIT H

EXHIBIT I

**AMENDMENT TO TRAIL EASEMENT AGREEMENT
DATED AUGUST 25, 2014**

AMENDMENT TO TRAIL EASEMENT AGREEMENT

THIS AMENDMENT TO TRAIL EASEMENT AGREEMENT (this “**Amendment**”) is made and entered, as of latest date set forth on the signature pages below, by and among TOWN CENTER METROPOLITAN DISTRICT (“**Town Center**”), a political subdivision of the State of Colorado, HC LAND INVESTMENT, LLC (“**HC Investment**”), a Colorado limited liability company, and the CITY AND COUNTY OF DENVER (“**City**”), a municipal corporation of the State of Colorado, any of which may individually referred to as a “Party” or collectively as “Parties” in this Amendment.

RECITALS

A. HC Investment and the City, with the consent of Town Center, entered into a Trail Easement Agreement dated December 16, 2008 (Contract Control No. XC80898; Clerk Filing No. 08-1143) (“**Trail Agreement**”) by which short-term easements were granted to the City for the temporary location of segments of the High Line Trail (“**HLT**”) on property now owned either by HC Investment or Town Center. The temporary trail segments were constructed and have been operated and maintained as part of the HLT as contemplated in the Trail Agreement (“**Existing Segments**”).

B. The Parties had previously entered into a “Development Agreement Green Valley Ranch North” dated as of February 20, 2003, which was recorded in the real property records for the City and County of Denver, State of Colorado, on February 28, 2003, at Reception No. 2003032407 (the “**Development Agreement**”), which specifically addressed the location and the construction of the HLT in Green Valley Ranch North. The Trail Agreement did not substantively change the terms of the Development Agreement except to the limited extent described in Recital A above.

C. The expectation under the Trail Agreement was that, at its own expense, the City would eventually remove the Existing Segments and re-locate and construct new segments of the HLT within the City-owned corridor for the HLT, as said corridor is described in section 2.5.1 of the Development Agreement (“**HLT Corridor**”), in accordance with the terms of section 2.5.1 of the Development Agreement and the Trail Agreement.

D. With circumstances having changed since the time Trail Agreement was entered, as further described below in these Recitals, the Parties now wish to amend the Trail Agreement and section 2.5.1 of the Development Agreement for the mutual benefit of the Parties in light of the changed circumstances.

E. The primary changed circumstance arose with the decision of HC Investment, with concurrence of Town Center and the City, to develop two proposed subdivision filings surrounded by the Green Valley Ranch Golf Course – Green Valley Ranch Filings # 39 and # 45 – as private gated communities with private roads.

F. To better regulate private access by vehicles to and from Green Valley Ranch Filing # 39, HC Investment requested that the City vacate Beekman Place and Tract U (a circular

median in Beekman Place), as they were platted and dedicated in Green Valley Ranch Filing # 35, from where Beekman Place intersects with Nepal Street to where Beekman Place terminates in a cul-de-cac on the far westerly side of Green Valley Ranch Filing # 35. By Ordinance No. 180, Series of 2014 (Beekman Place) and Ordinance No. 181, Series of 2014 (Tract U), the City authorized the requested vacations subject to such reserved easements as stated in the ordinances.

G. Under section 43-2-302(1)(c) and (d), Colorado Revised Statutes, title to a vacated roadway such as Beekman Place/Tract U vested in roughly equal portions (half and half) to the property owners of properties abutting, and located on both sides of, the vacated roadway. There are only two properties abutting the vacated Beekman Place/Tract U – Tract F which is part of the HLT Corridor owned by the City and Tract E which is owned by Town Center, as these tracts are platted by Green Valley Ranch Filing # 35.

H. Usable private vehicular access to Green Valley Ranch Filing # 39 requires that a substantial portion of vacated Beekman Place/Tract U be made available for this purpose.

I. In exchange for Town Center designing, grading, installing, and constructing, at its own expense, the new segments of HLT, as identified in **Exhibit C** to this Amendment, within the HLT Corridor (“**New Segments**”) and removing the Existing Segments, as provided in this Amendment, the City agrees to quitclaim to Town Center whatever title interests the City acquired in Beekman Place and Tract U under Ordinance No. 180, Series of 2014, and Ordinance No. 181, Series of 2014, except for one parcel needed for the HLT and a sidewalk easement at the easterly end of Beekman Place, as provided in this Amendment.

J. In addition, other consideration as stated in this Amendment shall be provided by and among Town Center, HC Investment and the City.

K. The Parties acknowledge and agree that this exchange, if fully performed as set forth in this Amendment, will be beneficial to all parties and will serve the public interest.

L. The current obligations of the City, under section 2.5.1 of the Development Agreement and the Trail Agreement, to fund and incur other expenses for the removal and property restoration for the Existing Segments and for the design, grading, installation and construction, and related improvements, for the HLT within the HLT Corridor are superseded and replaced by obligations being undertaken by Town Center under this Amendment.

M. At such time as the trail construction obligations under this Amendment are fully performed and the New Segments within the HLT Corridor are constructed by Town Center and accepted by the City as provided in this Amendment, the Trail Agreement shall terminate; however, the Amendment shall remain in effect until fully performed as provided in this Amendment.

N. The provisions of this Amendment shall not be construed to prohibit, limit, modify or waive other agreements among the Parties which may be entered in the future. In particular, the Parties are expecting to enter an Amendment to the Development Agreement shortly following the execution of this Amendment.

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

1. Vacated Beekman Place/Tract U; Title Transfer; Possession; No Warranties; Quiet Title; Title Insurance; Taxes; and Remedies.

a. Subject to the terms and conditions of this Amendment, the City agrees to quitclaim to Town Center the portion of Beekman Place dedicated to the City by Green Valley Ranch Filing # 35 and vacated by Ordinance No. 180, Series of 2014, to the extent of the City's title interest, and Tract U dedicated to the City by Green Valley Ranch Filing # 35 and vacated by Ordinance No. 181, Series of 2014, to the extent of the City's title interest; provided that the City shall retain fee simple title to the portion of vacated Beekman Place legally described in **Exhibit A** to this Amendment and incorporated herein by this reference (the property described in this paragraph a. shall be referred to herein as the "**Exchange Property**").

b. Transfer of fee title for the Exchange Property shall be by Quitclaim Deed to Town Center (the "**Deed**") in substantially the form attached hereto as **Exhibit B** and incorporated herein by this reference. The Deed for and possession of the Exchange Property shall be delivered to Town Center within thirty (30) days of the last date on the signature pages below. The Deed shall be recorded.

c. The Exchange Property shall be transferred "as is, where is," without warranties or representations of any kind. The City's title interest in the Exchange Property is based on section 43-2-302, Colorado Revised Statutes. If Town Center or a subsequent owner of the Exchange Property should pursue a quiet title action or other lawsuit to confirm its title interest in the Exchange Property, the City agrees to disclaim any title interest in the Exchange Property, except for the easement reservations contained in Ordinance No. 180, Series of 2014, and in Ordinance No. 181, Series of 2014, as well as the sidewalk easement granted to the City as provided in paragraph 4 below. Town Center agrees and covenants, on behalf of itself and its successors and assigns, that no further claim, other than quieting title, shall asserted in any legal action or lawsuit against the City regarding the Exchange Property and that all rights to damages or expenses of any kind against the City are hereby waived. This provision shall survive the transfer of the Deed to Town Center and shall not merge with the Deed.

d. Title insurance for the Exchange Property may be obtained by Town Center at its own expense.

e. The City represents that the Exchange Property currently has a governmental tax exemption and, as a result, no taxes or assessments are or will be due and owing on the Exchange Property at the time of the transfer of the Deed to Town Center. Following transfer of the Deed to Town Center, the governmental tax exemption held by the City shall terminate.

f. In the event of a material default by either Party prior to or on the date the Deed is transferred to Town Center, the non-defaulting Party may elect, at its discretion, either to

terminate the Amendment or to seek specific performance. Under these circumstances, all rights and claims to damages expenses of any kind and for attorney's fees and other costs are hereby waived by the Parties.

g. If Town Center should materially default on its obligations under this Amendment following the transfer of the Deed, the City may demand compliance, upon written notice to Town Center or, if there is no compliance with the demand within thirty (30) days, pursue legal action, requiring Town Center to quitclaim the Exchange Property back to the City with no encumbrances other than those identified in paragraph 1.c. above. In the alternative, the City may seek actual damages, expenses, and attorney fees and other costs against Town Center for failure to perform its obligations under this Amendment.

2. Relocation and Construction of Segments of High Line Trail by Town Center. As consideration for the City's transfer of the Exchange Property to Town Center and as a condition thereof, Town Center covenants and agrees that, at its own expense and at no cost to the City, Town Center shall perform the obligations of the City described in section 2.5.1 of the Development Agreement and the Trail Agreement with respect to the location, design, grading, site preparation, installation and construction, and related improvements, for three segments of the HLT within and without the HLT Corridor as depicted and described in **Exhibit C** to this Amendment (3 pages) and incorporated herein by this reference, and for the removal and property restoration of the Existing Segments of the HLT located on property outside of the HLT Corridor. The work to be performed by Town Center within the HLT Corridor (referred to herein as the "**Project**") shall in accordance with the assignment provisions set forth in paragraph 3 of this Amendment.

3. Assignment. Pursuant to the authority granted in Section 2.3.3(A) of the City Charter, the Mayor hereby assigns to Town Center, as agent for the City, all matters relating to the design, grading, site preparation, installation and construction of the Project, and the qualification, selection and retention of all professionals, contractors and sub-contractors engaged in connection therewith. Except as otherwise expressly provided in this Amendment, Town Center shall have the responsibility with respect to undertaking, funding and completing the Project in accordance with this Amendment.

a. **Bid Process.** Town Center shall be responsible for seeking qualifications, competitively selecting, and retaining qualified and licensed engineers, landscape architects, or other consultants who will prepare the design and construction documents for the Project and for bidding and letting out the construction work to qualified, licensed and experienced contractors.

b. **Standards and Specifications; Plan Approvals.** The standards and specifications to be considered and applied in preparing the Project Plan shall be the following:

Denver Parks and Recreation Standard Specifications:

http://www.denvergov.org/Portals/747/documents/planning/master_plans/DesignStandards.pdf

Denver Parks and Recreation Planning, Design and Construction Standards:

http://www.denvergov.org/Portals/747/documents/planning/master_plans/DPRStandardSpecifications.pdf

These can both be found on the Department of Parks and Recreation Planning web site link:
<http://www.denvergov.org/parksandrecreation/DenverParksandRecreation/Planning/PlanningResources/tabid/443705/Default.aspx>

Before the Project is commenced, Town Center shall submit the proposed Project Plan and any material changes to the plans and specifications and the Project Plan to the designated representative of the Denver Department of Parks and Recreation (the “**Manager’s Rep**”) for the written approval of said documents by the Manager’s Rep. The Project Plans and the plans and specifications, and material changes thereto, will be approved or disapproved, in writing, with the reasons for any disapproval being stated, within five (5) business days of receipt by the Manager’s Rep of complete sets of the Project Plans and plans and specifications and material changes thereto. Any deficiencies in these documents shall be remedied by Town Center, to the reasonable satisfaction of the Manager’s Rep, prior to the commencement of Project work.

c. Inspection; Testing. Town Center shall at all reasonable hours ensure right of entry to any City inspector or other authorized agent of the City to inspect the work site and progress of the Project and to conduct tests and evaluations to determine that the work performed and materials used are of good quality and in conformance with the approved design plans and specifications. If it is determined that the work is not being so performed, the Manager’s Rep may order that the cessation of the work until there is satisfactory evidence that the Project work conforms to the approved design plans and specifications. If the Manager’s Rep determines that the work is not otherwise being performed in accordance with this Amendment, the Manager Rep’s may order that Town Center cease to conduct the work until there is satisfactory evidence that the work will be performed in accordance with this Amendment.

d. Fees. The City shall not charge Town Center for the City’s activities under this paragraph 3, including plan and specifications review, inspections, materials testing, and construction monitoring. Standard building permit fees and other fees mandated by the City and County of Denver or the State shall be paid by Town Center.

e. General Compliance with Laws. Town Center shall be solely responsible for assuring that all phases of the Project are properly contracted and performed and that the work done and the materials used are in conformance with all applicable laws (local, state, and federal) that govern the performance of the work, including (to the extent applicable) the requirements of the federal Americans with Disabilities Act and any other federal or state laws requiring access for the disabled to public accommodations. This shall include all utility locations and protection of existing utilities located within the HLT Corridor.

f. Compliance with City Charter and Ordinances. In addition to compliance with the above-mentioned laws, Town Center shall be governed and controlled by all limitations and provisions that are imposed on the City’s Department of Public Works by the Charter or ordinances of the City. Specifically, such work shall be performed in compliance with the provisions for payment of prevailing wages set forth in Sections 20-76 through 20-79 of the Denver Revised Municipal Code (“**DRMC**”); for public art in Sections 20-85 through 28-90, DRMC; and for small business enterprise, equal employment opportunity, and minority and women business enterprise participation that are contained, respectively, in Sections 28-31 through 28-91, DRMC; as any or all of the above may be amended or recodified from time to

time. No Project work shall commence until Town Center has established to the City's reasonable satisfaction that these Charter and ordinance requirements have been fully and appropriately satisfied. Town Center shall fully cooperate with City officials, including the City Auditor, in assuring compliance with these requirements. Failure to comply with the requirements of this paragraph f. shall be legal grounds under this Amendment for construction work to be ordered to cease or to be restricted, as deemed appropriate by the Manager's Rep and/or the City Auditor, until compliance is achieved and any unpaid claims or other remedial measures are resolved to the reasonable satisfaction of the City.

g. Insurance Requirements. Town Center shall require the design professionals, contractors and sub-contractors (collectively as used in this paragraph f. and Exhibit D, the "**Contractor**") to obtain and maintain insurance in the amounts and types of coverages appropriate for the Project work. The insurance requirements of shall be those specified in **Exhibit D** attached to and incorporated by reference into this Amendment and specified in any design or construction contract entered by Town Center with a Contractor (collectively as used in this paragraph f and Exhibit D, "**Construction Agreement**"). Failure to comply with the requirements of this paragraph g. shall be legal grounds under this Amendment for work to be ordered to cease or to be restricted, as deemed appropriate by the Manager's Rep or the City's Risk Management Office, until compliance is achieved and any unpaid claims are resolved to the reasonable satisfaction of the Manager's Rep and the City's Risk Management Office. The obligations set out in this paragraph g. shall survive the expiration or termination of this Amendment.

h. Performance and Payment Bond. Town Center shall obtain and maintain, or require its construction contractor(s) and sub-contractor(s) to obtain and maintain, in advance and subject to approval by the Denver City Attorney's Office, one hundred percent (100%) payment and performance bond(s) from an acceptable surety. The City and Town Center shall be named as obligees on all bonds. Bonds provided by Town Center or the construction contractor(s) and sub-contractor(s) must be conditioned (1) that prompt payment shall be made for all amounts lawfully due to all contractors, subcontractors, and persons or entities furnishing labor or materials used in the prosecution of the work on any phase of the Project; and (2) as guarantee of the obligation to complete the Project as provided in this Amendment. In addition, all design professionals, contractors and sub-contractors shall be required to include an indemnification and "hold harmless" clause, approved by and for the benefit of the City and Town Center, to protect both parties against claims, actions, and demands arising from or related to the work performed by the design professionals, contractors and sub-contractors. The dollar amount of such bonds shall be modified, as needed, to reflect any change orders that modify the total value of the Project or part of the Project. In addition, Town Center shall provide satisfactory evidence that all architects, engineers, designers, and other enrolled professionals have been fully paid. Failure to comply with the requirements of this paragraph h. shall be legal grounds under this Amendment for work to be ordered to cease or to be restricted, as deemed appropriate by the Manager's Rep or the City Attorney's Office, until compliance is achieved and any unpaid claims are resolved to the reasonable satisfaction of the Manager's Rep and the City Attorney's Office. The obligations set out in this paragraph h. shall survive the expiration or termination of this Amendment.

i. Warranties. Town Center shall obtain, exercise and enforce warranties and guarantees for all construction work it contracts and shall designate the City as an additional express beneficiary for enforcing all warranties and guarantees. Town Center's obligations set out in this paragraph i. shall survive the expiration or termination of this Amendment.

j. Compliance Affirmation. Prior to authorizing the commencement of the Project under the construction contract(s) with the construction contractor(s) and subcontractor(s), Town Center shall submit to the Manager's Rep a letter affirming that the construction contract(s) in connection with the construction of the Project are or will be in full compliance with this paragraph 3 of the Amendment.

k. Taxes. Town Center and its contractor(s) and subcontractor(s) shall pay all applicable taxes, including sales and use taxes and occupational privilege taxes, levied by the State and the City on any tangible property built into or incorporated into the Project work. Upon request by the City, an itemized and certified statement, including the names and addresses of the suppliers, the amount of such taxes owed or paid, and the dates of payment, shall be furnished to the City. Town Center's obligations set out in this paragraph k. shall survive the expiration or termination of this Amendment.

l. Liens and Debts. Town Center shall not permit any mechanic's or materialman's liens or any other liens to be imposed and remain for more than ninety (90) days upon any City-owned property, or any part thereof, by reason of any Project work or labor performed or materials or equipment furnished by any person or legal entity to or on behalf of Town Center, either pursuant to C.R.S. § 38-26-107 or by any other authority. Town Center shall promptly pay when due all bills, debts and obligations incurred in connection with this Agreement and shall not permit the same to become delinquent. Town Center shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this Amendment. Town Center's obligations set out in this paragraph k. shall survive the expiration or termination of this Amendment.

m. Environmental Requirements. Town Center and its construction contractor(s) and subcontractor(s) shall obtain all federal, state, and local environmental permits necessary for the work to be performed and shall comply with all applicable federal, state, and local environmental permit requirements applicable to the work. Town Center and its construction contractor(s) and subcontractor(s) shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders applicable to the work (collectively, "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "**Hazardous Materials**" shall mean asbestos, asbestos contaminated soils, and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant

to such statutes, or any other applicable federal or state statute. Town Center's obligations set out above in this paragraph m. shall survive the expiration or termination of this Amendment.

n. Impact Reduction. Town Center shall take all reasonable measures to minimize and control noise, water and air pollution, water discharges, and soil erosion resulting from work and activities associated with the Project and to avoid adverse impacts to City-owned property and surrounding property, wherever possible, as a result of noise, water and air pollution, water discharges, and soil erosion resulting from the Project work and activities.

o. Trees. Town Center and its contractors shall remove or trim such trees within the HLT Corridor as specified in the approved plans and specifications. Town Center and its contractors shall not remove or relocate any other trees located within the HLT Corridor without the prior written approval of the City Forester. All actions shall be taken to protect all remaining trees located within the HLT Corridor as necessary and proper and in accordance with the directions of the City Forester.

p. Irrigation. Existing irrigation equipment owned by Town Center and located at-grade or above-grade within the HLT Corridor shall be relocated out of the HLT Corridor and onto the Green Valley Ranch Golf Course. The mainline for the irrigation system currently located below grade within the HLT Corridor may be allowed to remain or to be relocated within the HLT Corridor subject to prior written approval of the mainline by the Manager's Rep in reviewing the Project Plan.

q. No Employment of Illegal Aliens.

(1) The Amendment is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

(2) Town Center agrees and represents that:

(a) It shall not enter into a contract with a consultant, contractor or sub-contractor that fails to certify to Town Center that it shall not knowingly employ or contract with an illegal alien to perform work for the Project.

(b) If it obtains actual knowledge that a consultant, contractor or sub-contractor performing work under the Amendment knowingly employs or contracts with an illegal alien, it will notify such consultant, contractor or sub-contractor and the City within three (3) days. Town Center will also then terminate such consultant, contractor or subcontractor if within three (3) days after such notice the consultant, contractor or sub-contractor does not stop employing or contracting with the illegal alien, unless during such three-day period the consultant, contractor or sub-contractor provides information to establish that the consultant, contractor or sub-contractor has not knowingly employed or contracted with an illegal alien.

(c) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

(3) The consultant, contractor or sub-contractor for Town Center is liable for any violations as provided in the Certification Ordinance. If the consultant, contractor or sub-contractor violates any provision of this paragraph q. or the Certification Ordinance, the City may terminate this Amendment for a breach of agreement. If the Amendment is so terminated, the consultant, contractor or sub-contractor shall be liable for actual and consequential damages to the City. Any such termination of the Amendment due to a violation of this paragraph q. or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Town Center from submitting proposals for future contracts or agreements with the City.

r. Compliance. Town Center shall ensure that all improvements are constructed in accordance with approved plans and specifications and that no material changes to these plans and specifications will occur during construction, unless approved in advance and in writing by the Manager's Rep. Failure to request approval or to comply with rejections for material changes shall be legal grounds under this Amendment for construction work to be ordered to cease or to be restricted, as deemed appropriate by the Manager's Rep, until such approval is obtained or the unapproved work is corrected.

s. Delay. If, for any reason, construction of any phase of the Project is delayed or halted while in process for more than ten (10) days, Town Center shall take reasonable measures to protect the existing Project site and improvements weather damage, erosion, vandalism and other similar threats and to protect public safety on and around the Project.

t. Pursuit of Remedies. In the event of any material default by Town Center's contractor(s) or sub-contractor(s) under the construction contracts or otherwise, Town Center agrees to diligently undertake the pursuit of any remedies available against said parties, and to timely advise the City as to Town Center's efforts in this regard and to allow the City's participation, if the City so requests.

u. Lien Releases. Town Center shall provide the Manager's Rep with complete, final and unconditional waivers or releases of all lien and claim rights from each contractor, sub-contractor, and supplier for all labor, equipment, and materials used or furnished by each for the Project.

v. Notice of Completion; Acceptance; As-Builts. Town Center shall provide the Manager's Rep with written notification of substantial completion in order that the City may participate in all punch list reviews and sign off on the Project. Town Center shall provide the Manager's Rep with written notification of final completion in order that the City may inspect all improvements as constructed and verify that the improvements have been constructed in accordance with approved plans and specifications and this Amendment without any material deviations and the Project work is at final completion. Upon determination that the requirements set forth in this paragraph v. have been fully satisfied, the Manager's Rep shall arrange with the Manager to issue a written letter accepting the improvements. Detailed and stamped "as built"

construction plans will be provided to the Manager's Rep within sixty (60) days following the City's final inspection.

4. Other Consideration.

a. Shelter. A weather shelter for golfers on the Green Valley Ranch Golf Course and users of the HLT currently exists within the HLT Corridor, as depicted on Sheet 1 of Exhibit C (the "**Shelter**"). The Shelter is owned by Town Center. By this Amendment, the City grants Town Center a revocable and non-exclusive license to continue to operate, repair and maintain the Shelter at its current location for the purposes stated above. The Shelter shall not be operated or maintained in any manner that impedes the public use or the operation of the HLT without obtaining the prior written approval of the Manager of Denver Parks and Recreation.

b. Golf Cart Paths. Golf cart paths for the Green Valley Ranch Golf Course currently cross the HLT Corridor, as depicted on Sheets, 1, 2 and 3 of Exhibit C (the "**Golf Cart Paths**"). The Golf Cart Paths are owned by Town Center. By this Amendment, the City grants Town Center a revocable and non-exclusive license to continue to operate, repair and maintain the Golf Cart Paths at their current locations for the purpose stated above. The Golf Cart Paths shall not be operated or maintained in any manner that impedes the public use or the operation of the HLT without obtaining the prior written approval of the Manager of Denver Parks and Recreation. In the event that the City and Town Center concur in the future that a currently existing Golf Cart Path(s) needs to be relocated within the HLT Corridor, the Manager of Denver Parks and Recreation and the president of Town Center may agree to the new location(s) within the HLT Corridor by means of a mutually signed letter.

c. Sidewalk Easement. Simultaneous with the transfer of the Deed for the Exchange Property, Town Center shall grant a sidewalk easement to the City at the location legally described in the attached **Exhibit E** which is incorporated herein by this reference ("**Sidewalk Easement**"). The Sidewalk Easement shall be substantially in the form of the easement attached as **Exhibit F** which is incorporated herein by reference.

d. Trail Crossing. Simultaneous with the transfer of the Deed for the Exchange Property, Town Center shall grant the City an easement for the HLT where it exits the HLT Corridor and then approaches and crosses an existing bridge over First Creek at Beekman Place/Jebel Street between Green Valley Ranch Filing # 39 and Green Valley Ranch Filing # 45 (as both are proposed), for pedestrian, bicycling and other recreational purposes, as such trail crossing is depicted on Sheet 2 of Exhibit C ("**Trail Crossing**"). The easement for the Trail Crossing shall be at the location legally described in the attached **Exhibit G** which is incorporated herein by this reference and shall be substantially in the form of the easement attached as **Exhibit H** which is incorporated herein by this reference.

5. General Provisions.

a. Reasonable Efforts; Good Faith: The Parties agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes

and to expeditiously take such actions as are necessary and appropriate to perform the duties and obligations of this Amendment.

b. Fair Dealing: In all cases where the consent or approval of one Party is required before the other may act, or where the agreement or cooperation of the Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Amendment as the same are set forth herein, subject to the terms hereof; provided, however, that nothing in this Amendment shall be construed as imposing on either Party any greater duty to the other than that which already exists as a matter of Colorado law, including but not limited to any fiduciary duty or other responsibility greater than that of reasonable parties contracting at arm's length.

c. Financial Interests: The Parties agree and covenant that any financial interests created in, or used to secure financing and payment for the costs of, any work performed under this Amendment, including but not limited to any bonds, certificates of participation, purchase agreements, and Uniform Commercial Code filings, shall expressly exclude, and not encumber, property title, rights and interests held by the City from such debt or financial security contained in such financial instruments. The terms and conditions of this Amendment must be expressly recognized in any such financial instrument(s), which must specifically acknowledge and affirm that any financial interests created by the financial instrument(s) are subordinate to this Amendment and the title rights of the City.

d. Appropriation: Notwithstanding any provision of this Amendment to the contrary, the Parties agree that the rights and obligations under this Amendment are contingent upon all funds necessary for work or expenditures contemplated under this Amendment being budgeted, appropriated and otherwise made available by the respective Parties. With that understood, the Parties acknowledge and affirm that all funds required to perform the obligations under this Amendment have been appropriated and are available. The Parties acknowledge that this Amendment is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either Party, except to the extent that capital improvement funds that are lawfully appropriated can be lawfully carried over to subsequent years.

e. Non-waiver: No Party shall be excused from complying with any provision of this Amendment by the failure of the other Parties to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Amendment shall be deemed or taken to be a waiver of any other failure to comply by said Party.

f. Examination of Records/Audit: The Parties agree that, during the term of this Amendment and for a period of at least three (3) years after the expiration or termination of this Amendment, any duly authorized representative of any Party, including the Denver Auditor or designee, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the other Parties involving any matter related to this Amendment. Any Party shall be entitled to review and audit the performance of this Amendment at that Party's sole expense.

g. Applicable Law/Exercise of Authority: The Parties agree to comply with all applicable Federal, State and local statutes, charter provisions, ordinances, resolutions, rules, regulations, policies, and standards in existence as of the date this Amendment is executed or as may be subsequently enacted or adopted and become applicable; provided, however, both Parties agree that neither Party shall enact or adopt any ordinance, resolution, rule, regulation, policy or standard (other than those necessary to comply with a lawful citizen initiative or referendum) which would substantially interfere with or diminish the obligations and rights under this Amendment or result in effectively nullifying this Amendment, in whole or part, but otherwise this paragraph shall not limit the powers and authority of the respective Parties.

h. No Discrimination In Employment: In connection with the performance of work under this Amendment, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Parties further agree to insert the foregoing provision in all approved contracts and subcontracts hereunder.

i. Conflict of Interest: The Parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein, and Town Center and HC Investment further agree not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

j. Liability:

1) To the extent authorized by law, Town Center shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of Town Center or its officers, employees, and agents in connection with the subject matter of this Amendment.

2) To the extent authorized by law, HC Investment shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of HC Investment or its officers, employees, and agents in connection with the subject matter of this Amendment.

3) To the extent authorized by law, the City shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by the City, or its officers, employees, and agents in connection with the subject matter of this Amendment.

4) Nothing in this paragraph j. or any other provision of this Amendment shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City and Town Center may have under the Colorado Governmental Immunity Act

(§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities, or limitations of liability available to the Parties against third parties by law.

k. *Force Majeure*: No Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*, and any time limit expressed in this Amendment shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other Parties. “*Force majeure*” shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.

l. *Further Assurances*: From time to time, upon the request of a Party, the other Parties agree to make, execute and deliver or cause to be made, executed and delivered to the requesting Party any and all further instruments, certificates and documents consistent with the provisions of this Amendment as may, in the reasonable opinion of the requesting Party, be necessary or desirable in order to effectuate, complete or perfect the rights of said Party under this Amendment, provided said requesting Party is currently in full compliance with the provisions of this Amendment and has tendered or offered to tender any reciprocal instruments, certificates and documents to which the other Parties is entitled under the Amendment.

m. *Contracting or Subcontracting*: Any work that is allowed to be contracted or subcontracted under this Amendment shall be subject, by the terms of the contract or subcontract, to every provision of this Amendment. Compliance with this provision shall be the responsibility of the Party who arranged the contract or authorized the subcontract. No Party shall be liable or have a financial obligation to or for any contractor, subcontractor, supplier, or other person or entity with which another Party contracts or has a contractual arrangement.

n. *Enforcement*: The Parties agree that this Amendment may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages, to the extent prescribed elsewhere in this Amendment and as may be available according to the laws and statutes of the State of Colorado; provided, however, the Parties agree to and hereby release any claims for incidental, consequential, or punitive damages; provided, further, no provision of this Amendment nor the rules and regulations of Town Center may be enforced by the creation or recording of any type of lien against real property owned by the City, nor may any foreclosure process be utilized to recover any moneys owed by the City to Town Center or HC Investment under this Amendment. It is specifically understood that, by executing this Amendment, each Party commits itself to perform pursuant to these terms and conditions contained in this Amendment, and that any failure to comply which results in any recoverable damages shall not cause, by itself, the termination of any rights or obligations under this Amendment.

o. *Governing Law; Venue*: This Amendment shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Revised Municipal Code of the City and County of

Denver. Venue for any legal action relating to this Amendment shall lie in the District Court in and for the City and County of Denver.

p. No Third Party Beneficiaries: It is expressly understood and agreed that enforcement of the terms and conditions of this Amendment, and all rights of action relating to such enforcement, shall be strictly reserved to the City, Town Center and HC Investment; and nothing contained in this Amendment shall give or allow any such claim or right of action by any other or third person on such agreements. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits under this Amendment shall be deemed to be an incidental beneficiary only.

q. Claims: In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this Amendment, the Party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other Parties.

r. Notice: All notices, demands or consents required or permitted under this Amendment shall be in writing and delivered personally or sent by certified mail, return receipt requested, to the following:

To Town Center: President
 Town Center Metropolitan District
 4908 Tower Road
 Denver, Colorado 80249

To the City: Manager of Parks and Recreation
 City and County of Denver
 201 West Colfax, Department 601
 Denver, Colorado 80202

 City Attorney
 City and County of Denver
 1437 Bannock Street, Room 353
 Denver, Colorado 80202

The persons or addresses set forth above may be changed at any time by written notice in the manner provided herein. Any communications between the Manager's Rep and Town Center as provided under paragraph 3 of this Amendment may be made by email.

s. Entire Agreement: This Amendment, including the exhibits which are hereby incorporated into this Amendment by reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written, other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

t. Amendment: Except as otherwise expressly provided in this Amendment, this Amendment may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as this Amendment.

u. No Assignment: No Party shall assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this Amendment, without the prior written consent of the other Parties.

v. Severability: Should any one or more provisions of this Amendment be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective, except for a failure of consideration under paragraphs 1 and 2 of this Amendment which shall result in the termination of this Amendment and the return of the Exchange Property to the City; provided, however, the Parties shall forthwith enter into good faith negotiations and due diligence to draft a legal term or condition that will achieve the original intent and purposes of the Parties hereunder.

w. Headings for Convenience: Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Amendment.

x. Authority: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Amendment on behalf of the Party and to bind the Party to its terms. The person(s) executing this Amendment on behalf of each Party warrants that he/she/they have full authorization to execute this Amendment.

y. Execution of Agreement: This Amendment shall not be or become effective or binding, and shall not be dated, until it has been fully executed by all signatories of the Parties.

z. Electronic Signatures and Electronic Records: Town Center and HC Investment consent to the use of electronic signatures by the City. The Amendment, and any other documents requiring a signature hereunder (other than deeds and easements), 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 Amendment 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 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.

Contract Control Number: PARKS-XC80898-01

Contractor Name: Town Center Metropolitan District, HC Land Investment


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of August 25, 2014.

SEAL




CITY AND COUNTY OF DENVER

ATTEST:



Juan Guzman, Deputy Clerk &
Recorder

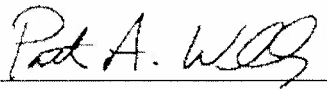
By 

Michael B. Hancock, Mayor

APPROVED AS TO FORM:

D. Scott Martinez, Attorney for the
City and County of Denver

REGISTERED AND COUNTERSIGNED:

By 

Patrick A. Wheeler, Assistant City
Attorney

By 

Cary Kennedy, Manager of Finance

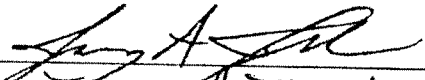
By 

Dennis J. Gallagher, Auditor



Amendment to Trail Easement Agreement

Town Center Metropolitan District, a quasi-municipal
Corporation and political Subdivision of the State of Colorado.

By: 
Name: Jerry A Jacobs
Title: Vice President
Date: 07-16-14



Contract Control Number: PARKS-XC80898-01

Contractor Name: Town Center Metropolitan District, HC Land Investment

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:

D. Scott Martinez, Attorney for the
City and County of Denver

By _____

By _____

By _____



EXHIBIT "A"

A STRIP OF LAND BEING A PART OF VACATED BEEKMAN PLACE AS RECORDED IN ORDINANCE 180, SERIES OF 2014, CITY AND COUNTY OF DENVER RECORDS, ALSO BEING A PART OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 14 AND THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER (S 1/4) CORNER OF SAID SECTION 14; THENCE N78°44'20"E, A DISTANCE OF 652.69 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BEEKMAN PLACE AS SHOWN ON "GREEN VALLEY RANCH FILING NO. 35", RECORDED AT RECEPTION NO. 2002124141, CITY AND COUNTY OF DENVER RECORDS, SAID POINT BEING THE **POINT OF BEGINNING**; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°03'28", A RADIUS OF 625.00 FEET, AN ARC LENGTH OF 22.45 FEET, AND WHOSE CHORD BEARS S63°48'50"E, A DISTANCE OF 22.45 FEET;
2. ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°29'28", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 60.83 FEET, AND WHOSE CHORD BEARS S57°05'50"E, A DISTANCE OF 60.65 FEET;
3. S49°21'06"E, A DISTANCE OF 24.00 FEET; THENCE S40°38'54"W, A DISTANCE OF 10.00 FEET; THENCE N49°21'06"W, A DISTANCE OF 24.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°29'28", A RADIUS OF 215.00 FEET, AND AN ARC LENGTH OF 58.13 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°03'28", A RADIUS OF 635.00 FEET, AN ARC LENGTH OF 22.81 FEET, AND WHOSE CHORD BEARS N63°48'50"W, A DISTANCE OF 22.81 FEET; THENCE N27°12'54"E, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1061 SQUARE FEET (0.024 ACRES) OF LAND, MORE OR LESS.

THE BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 14, T3S, R66W, 6TH P.M. AND IS ASSUMED TO BEAR N89°49'05"E AND IS MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT.

PREPARED BY:

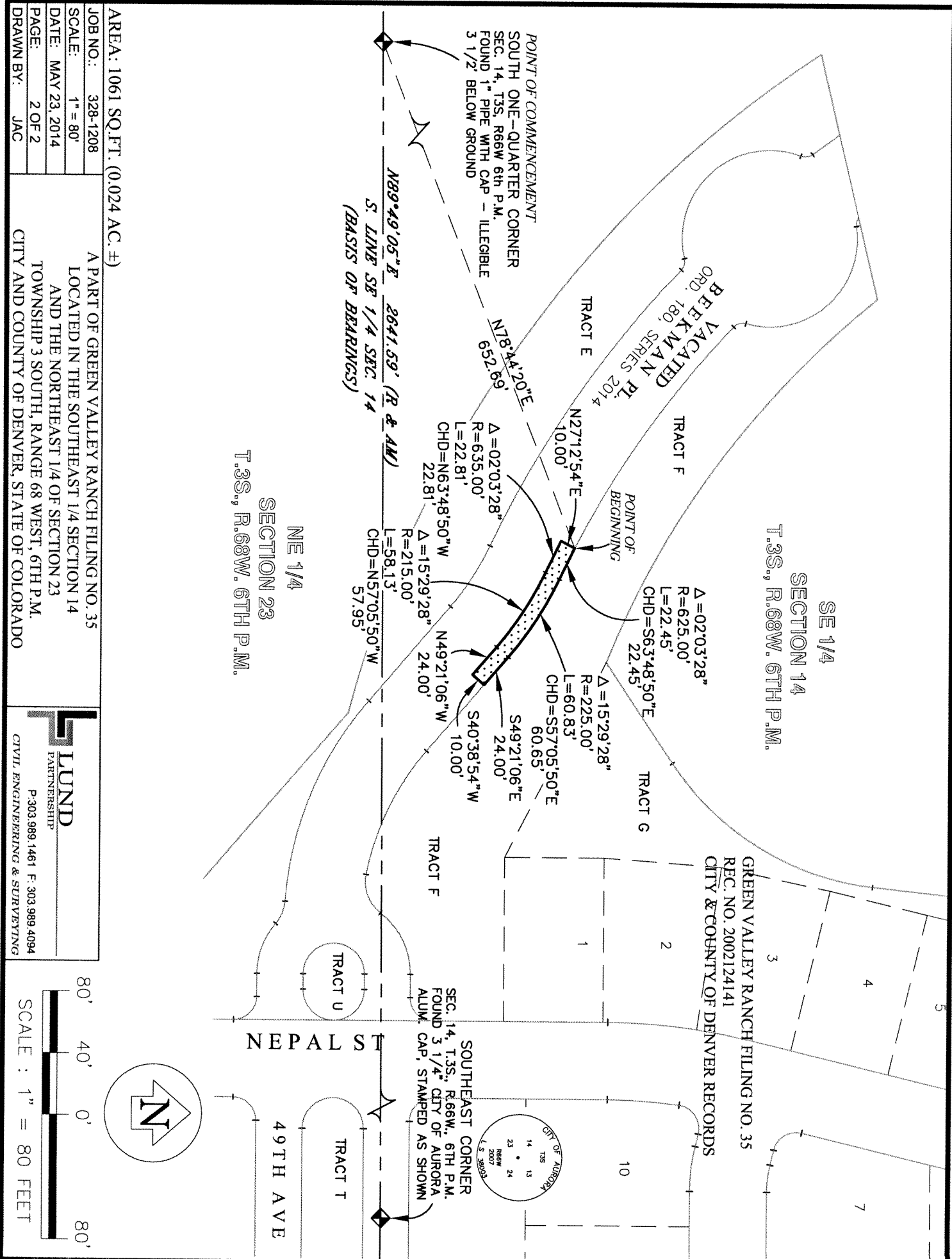
JANET A. CALDWELL, P.L.S. 29027

FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.

12265 W. BAYAUD AVE. SUITE 130

LAKEWOOD, COLORADO 80228

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



AREA: 1061 SQ.FT. (0.024 AC. ±)

JOB NO.: 328-1208
SCALE: 1" = 80'
DATE: MAY 23, 2014
PAGE: 2 OF 2
DRAWN BY: JAC

A PART OF GREEN VALLEY RANCH FILING NO. 35
LOCATED IN THE SOUTHEAST 1/4 SECTION 14
AND THE NORTHEAST 1/4 OF SECTION 23
TOWNSHIP 3 SOUTH, RANGE 68 WEST, 6TH P.M.
CITY AND COUNTY OF DENVER, STATE OF COLORADO

LUND
PARTNERSHIP
P: 303.989.1461 F: 303.989.4094
CIVIL ENGINEERING & SURVEYING

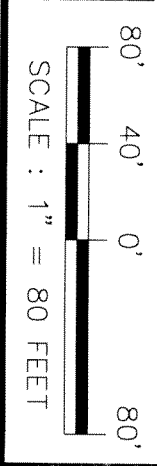


Exhibit B

Quitclaim Deed and Exhibits

QUITCLAIM DEED
(Denver to Town Center Metropolitan District)

THIS DEED, made this ___ day of _____, 2014, between the **CITY AND COUNTY OF DENVER, a Colorado municipal corporation**, whose legal address is 1437 Bannock Street, Room 350, Denver, Colorado 80202, the "Grantor", and **TOWN CENTER METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado**, whose legal address is 4908 Tower Road, Denver, Colorado 80249, the "Grantee".

WITNESS, that the Grantor, for and in consideration of the promises and agreements previously bargained for under the Trail Easement and Funding Agreement dated December 16, 2008, as subsequently amended on _____, 2014, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the Grantee, its heirs, successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the City and County of Denver and State of Colorado, described as follows:

THE PROPERTY LEGALLY DESCRIBED IN AND VACATED AS RIGHTS OF WAY BY ORDINANCE NO. 180, SERIES OF 2014, AND ORDINANCE NO. 181, SERIES OF 2014, COPIES OF WHICH ARE ATTACHED AS **EXHIBIT 1** AND INCORPORATED HEREIN BY REFERENCE.

EXCLUDING THEREFROM THE PROPERTY LEGALLY DESCRIBED IN THE ATTACHED EXHIBIT 2 WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

CITY AND COUNTY OF DENVER
STATE OF COLORADO

ATTEST: _____
Clerk and Recorder, Ex-Officio
City Clerk

MAYOR

APPROVED AS TO FORM:

Assistant City Attorney

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

The foregoing instrument was acknowledged before me this ___ day of _____ 2014, by _____ as _____ Mayor of the City and County of Denver, State of Colorado.

Witness my hand and official seal.
My commission expires:

Notary Public

BY AUTHORITY

ORDINANCE NO. 181
SERIES OF 2014

COUNCIL BILL NO. CB14-0203
COMMITTEE OF REFERENCE:
Land Use, Transportation, and Infrastructure

A BILL

For an ordinance vacating Tract U as shown on the Subdivision Plat for Green Valley Ranch Filing No. 35, with reservations.

WHEREAS, the Manager of Public Works of the City and County of Denver has found and determined that the public use, convenience and necessity no longer require that certain area in the system of thoroughfares of the municipality hereinafter described and, subject to approval by ordinance, has vacated the same with the reservations hereinafter set forth;

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That the action of the Manager of Public Works in vacating the following described right-of-way in the City and County of Denver and State of Colorado, to wit:

PARCEL DESCRIPTION ROW NO. 2013-0153-02-001

A PARCEL OF LAND BEING A PORTION OF "GREEN VALLEY RANCH FILING NO. 35", A SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2002124141 CITY AND COUNTY OF DENVER RECORDS LOCATED IN THE NORTHEAST ONE-QUARTER (NE ¼) OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE VACATION TRACT U AS RECORDED ON SAID "GREEN VALLEY RANCH FILING NO. 35".

be and the same is hereby approved and the described right-of-way is hereby vacated and declared vacated;

PROVIDED, HOWEVER, said vacation shall be subject to the following reservation:

A perpetual, non-exclusive easement is hereby reserved by the City and County of Denver, its successors and assigns, over, under, across, along, and through the vacated area for the purposes of constructing, operating, maintaining, repairing, upgrading and replacing public or private utilities including, but not limited to, storm drainage, sanitary sewer, and water facilities and all appurtenances to said utilities. A hard surface shall be maintained by the property owner over the entire vacated area. The City reserves the right to authorize the use of the reserved easement

1 by all utility providers with existing facilities in the vacated area. No trees, fences, retaining walls,
2 landscaping or structures shall be allowed over, upon or under the vacated area. Any such
3 obstruction may be removed by the City or the utility provider at the property owner's expense.
4 The property owner shall not re-grade or alter the ground cover in the vacated area without
5 permission from the City and County of Denver. The property owner shall be liable for all damages
6 to such utilities, including their repair and replacement, at the property owner's sole expense. The
7 City and County of Denver, its successors, assigns, licensees, permittees and other authorized
8 users shall not be liable for any damage to property owner's property due to use of this reserved
9 easement.

10 COMMITTEE APPROVAL DATE: March 20, 2014 [by consent]

11 MAYOR-COUNCIL DATE: March 25, 2014

12 PASSED BY THE COUNCIL: April 7, 2014

13 Mayor Bob Benson - PRESIDENT

14 APPROVED: Gay - MAYOR April 7, 2014
ACTING MAYOR

15 ATTEST: Debra Johnson - CLERK AND RECORDER,
16 EX-OFFICIO CLERK OF THE
17 CITY AND COUNTY OF DENVER
18

19 NOTICE PUBLISHED IN THE DAILY JOURNAL: April 4, 2014; April 11, 2014

20 PREPARED BY: Brent A. Eisen, Assistant City Attorney DATE: March 27, 2014

21 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of
22 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
23 ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to §
24 3.2.6 of the Charter.
25

26 D. Scott Martinez, Denver City Attorney

27 BY: Samuel R. Katz, City Attorney

DATE: 3/27, 2014



BY AUTHORITY

ORDINANCE NO. 180
SERIES OF 2014

COUNCIL BILL NO. CB14-0202
COMMITTEE OF REFERENCE:
Land Use, Transportation, and Infrastructure

A BILL

For an ordinance vacating Beekman Place west of Nepal Street, with reservations.

WHEREAS, the Manager of Public Works of the City and County of Denver has found and determined that the public use, convenience and necessity no longer require that certain area in the system of thoroughfares of the municipality hereinafter described and, subject to approval by ordinance, has vacated the same with the reservations hereinafter set forth;

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That the action of the Manager of Public Works in vacating the following described right-of-way in the City and County of Denver and State of Colorado, to wit:

PARCEL DESCRIPTION ROW NO. 2013-0153-01-001

A PARCEL OF LAND BEING A PORTION OF "GREEN VALLEY RANCH FILING NO. 35", A SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2002124141 CITY AND COUNTY OF DENVER RECORDS LOCATED IN THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 14, AND THE NORTHEAST ONE-QUARTER (NE ¼) OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE VACATION OF BEEKMAN PL. WEST OF NEPAL ST. AS RECORDED ON SAID "GREEN VALLEY RANCH FILING NO. 35". WITH A RESERVATION FOR ACCESS AND UTILITIES.

be and the same is hereby approved and the described right-of-way is hereby vacated and declared vacated;

PROVIDED, HOWEVER, said vacation shall be subject to the following reservation:

A perpetual, non-exclusive easement is hereby reserved by the City and County of Denver, its successors and assigns, over, under, across, along, and through the vacated area for the purposes of constructing, operating, maintaining, repairing, upgrading and replacing public or private utilities including, but not limited to, storm drainage, sanitary sewer, and water facilities and

1 all appurtenances to said utilities. A hard surface shall be maintained by the property owner over
2 the entire vacated area. The City reserves the right to authorize the use of the reserved easement
3 by all utility providers with existing facilities in the vacated area. No trees, fences, retaining walls,
4 landscaping or structures shall be allowed over, upon or under the vacated area. Any such
5 obstruction may be removed by the City or the utility provider at the property owner's expense.
6 The property owner shall not re-grade or alter the ground cover in the vacated area without
7 permission from the City and County of Denver. The property owner shall be liable for all damages
8 to such utilities, including their repair and replacement, at the property owner's sole expense. The
9 City and County of Denver, its successors, assigns, licensees, permittees and other authorized
10 users shall not be liable for any damage to property owner's property due to use of this reserved
11 easement.

12 COMMITTEE APPROVAL DATE: March 20, 2014 [by consent]

13 MAYOR-COUNCIL DATE: March 25, 2014

14 PASSED BY THE COUNCIL: April 7, 2014

15 Myra B. [Signature] - PRESIDENT

16 APPROVED: [Signature] - MAYOR April 8, 2014
ACTING MAYOR

17 ATTEST: Debra Johnson - CLERK AND RECORDER,
18 EX-OFFICIO CLERK OF THE
19 CITY AND COUNTY OF DENVER
20

21 NOTICE PUBLISHED IN THE DAILY JOURNAL: April 4, 2014; April 11, 2014

22 PREPARED BY: Brent A. Eisen, Assistant City Attorney DATE: March 27, 2014

23 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of
24 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
25 ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to §
26 3.2.6 of the Charter.
27

28 D. Scott Martinez, Denver City Attorney

29 BY: [Signature], City Attorney

DATE: 3/27, 2014



EXHIBIT 2

A STRIP OF LAND BEING A PART OF VACATED BEEKMAN PLACE AS RECORDED IN ORDINANCE 180, SERIES OF 2014, CITY AND COUNTY OF DENVER RECORDS, ALSO BEING A PART OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER (S 1/4) CORNER OF SAID SECTION 14; THENCE N78°44'20"E, A DISTANCE OF 652.69 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BEEKMAN PLACE AS SHOWN ON "GREEN VALLEY RANCH FILING NO. 35", RECORDED AT RECEPTION NO. 2002124141, CITY AND COUNTY OF DENVER RECORDS, SAID POINT BEING THE **POINT OF BEGINNING**; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°03'28", A RADIUS OF 625.00 FEET, AN ARC LENGTH OF 22.45 FEET, AND WHOSE CHORD BEARS S63°48'50"E, A DISTANCE OF 22.45 FEET;
2. ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°29'28", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 60.83 FEET, AND WHOSE CHORD BEARS S57°05'50"E, A DISTANCE OF 60.65 FEET;
3. S49°21'06"E, A DISTANCE OF 24.00 FEET; THENCE S40°38'54"W, A DISTANCE OF 10.00 FEET; THENCE N49°21'06"W, A DISTANCE OF 24.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°29'28", A RADIUS OF 215.00 FEET, AND AN ARC LENGTH OF 58.13 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°03'28", A RADIUS OF 635.00 FEET, AN ARC LENGTH OF 22.81 FEET, AND WHOSE CHORD BEARS N63°48'50"W, A DISTANCE OF 22.81 FEET; THENCE N27°12'54"E, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1061 SQUARE FEET (0.024 ACRES) OF LAND, MORE OR LESS.

THE BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 14, T3S, R66W, 6TH P.M. AND IS ASSUMED TO BEAR N89°49'05"E AND IS MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT.

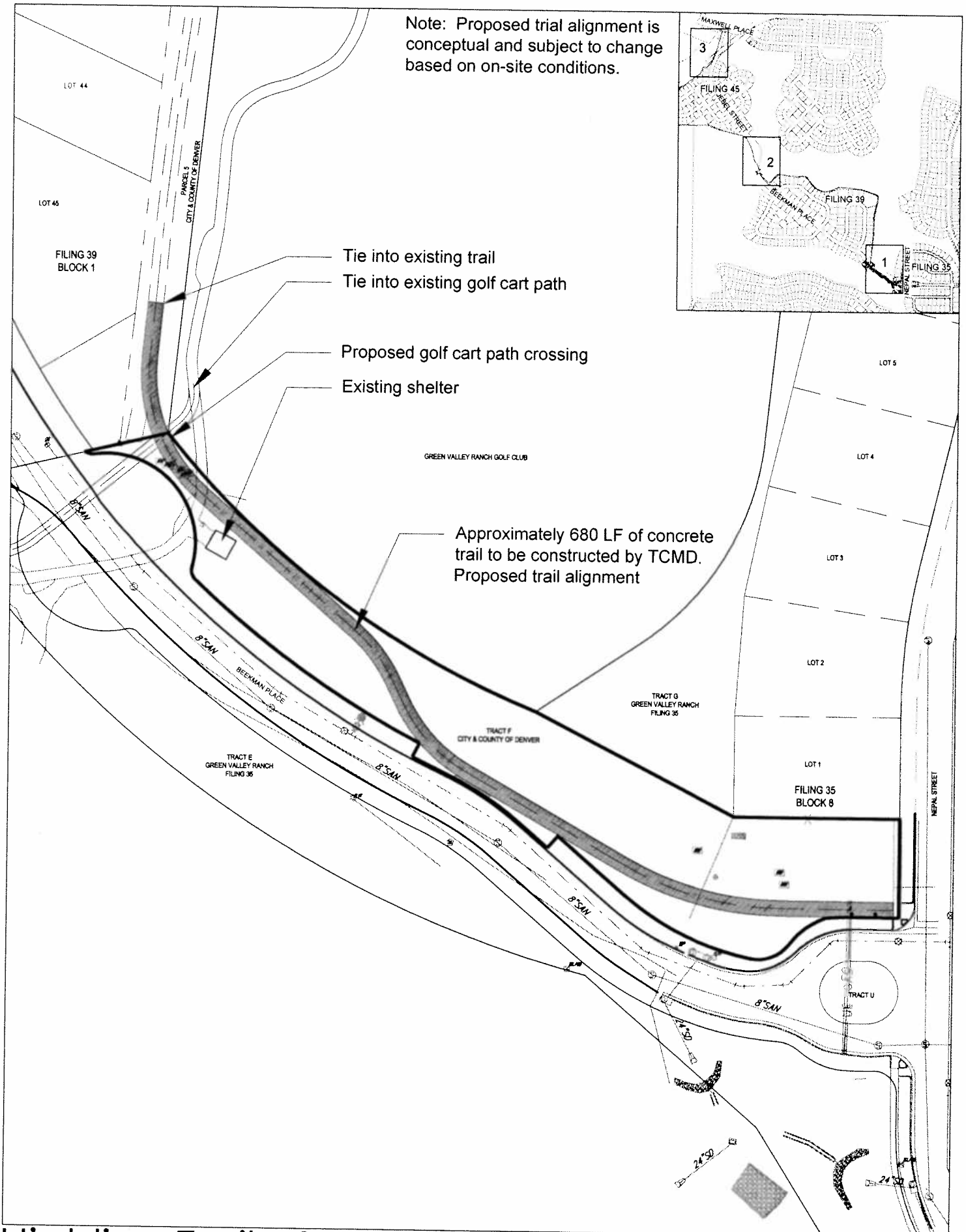
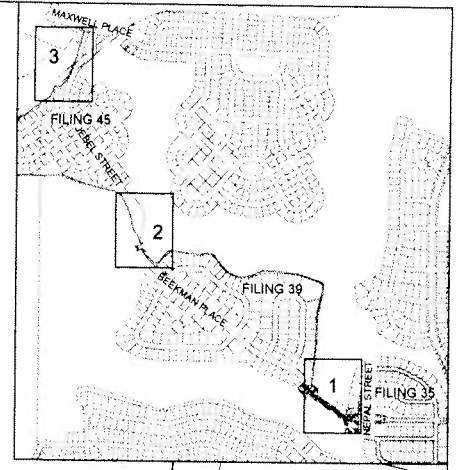
PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE. SUITE 130
LAKEWOOD, COLORADO 80228



Exhibit C

High Line Trail Relocation (South, Middle and North)

Note: Proposed trial alignment is conceptual and subject to change based on on-site conditions.

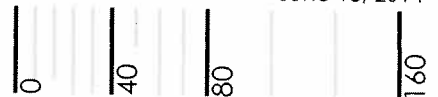


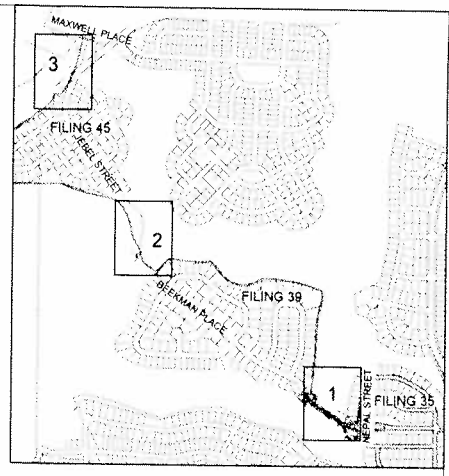
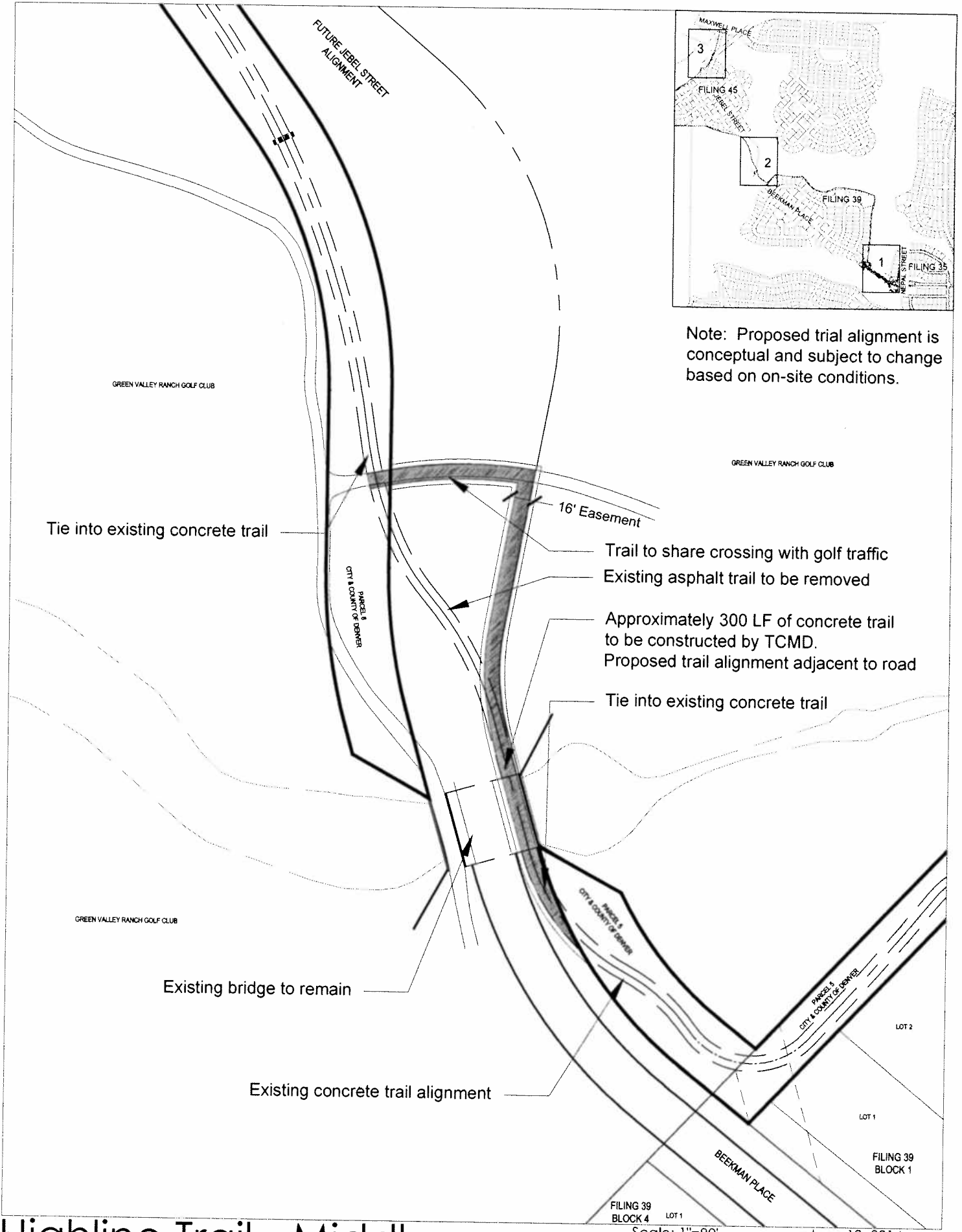
Highline Trail - South

Sheet 1 of 3

Scale: 1"=80'

June 18, 2014



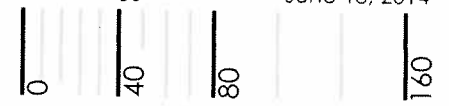


Note: Proposed trial alignment is conceptual and subject to change based on on-site conditions.

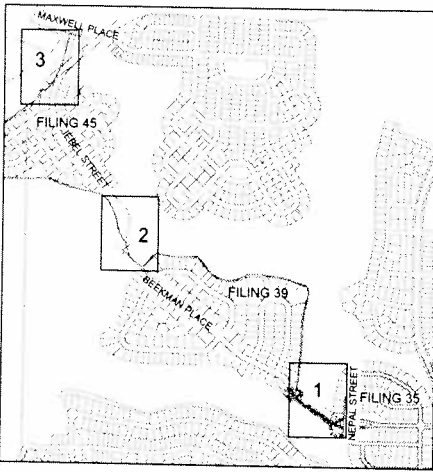
Highline Trail - Middle



Scale: 1"=80'



June 18, 2014



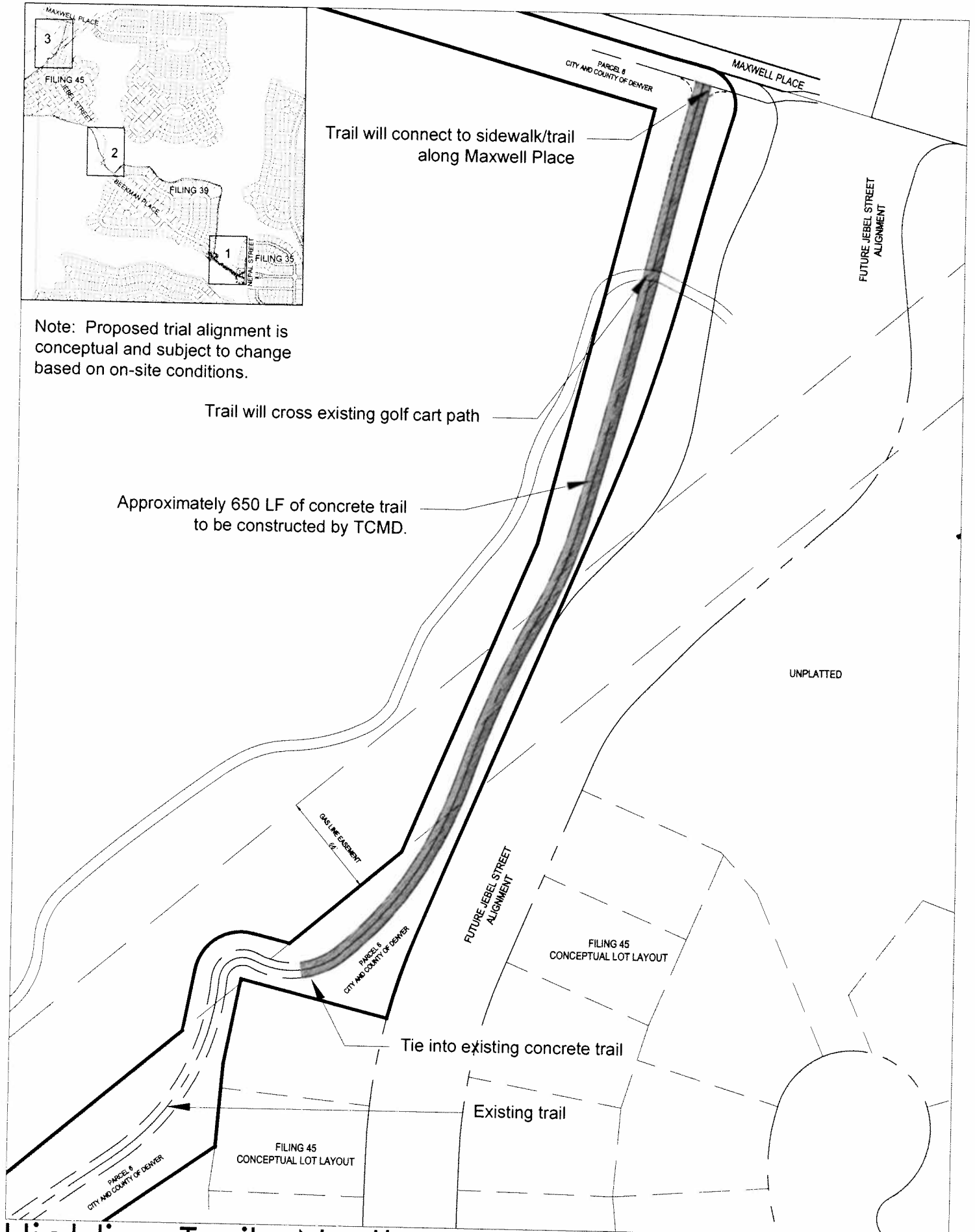
Note: Proposed trail alignment is conceptual and subject to change based on on-site conditions.

Trail will connect to sidewalk/trail along Maxwell Place

Trail will cross existing golf cart path

Approximately 650 LF of concrete trail to be constructed by TCMD.

UNPLATTED



Highline Trail - North



Scale: 1"=80'

June 18, 2014



EXHIBIT D
CONTRACTOR INSURANCE REQUIREMENTS

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Construction Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to Evergreen Parks and Recreation District ("District") and Denver Risk Management in the event any of the policies described herein are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the District at its address and Denver Risk Management, City and County of Denver, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the District and Denver Risk Management by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). If any policy is in excess of a deductible or self-insured retention, Denver Risk Management and the District must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(2) Proof of Insurance: Contractor shall provide a copy of this Construction Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Construction Agreement prior to placement of coverage required herein. Contractor certifies that the certificate(s) of insurance shall be provided to the District and Denver Risk Management prior to commencement of services or work, preferably ACORD certificate(s), which will comply with all insurance requirements of this Construction Agreement. The acceptance by the District or Denver Risk Management of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Construction Agreement shall not act as a waiver of Contractor's breach of this Construction Agreement or of any of the rights or remedies of FMHP or the City and County of Denver under these insurance requirements. FMHP or Denver Risk Management may require additional proof of insurance, including but not limited to policies and endorsements.

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

(4) **Waiver of Subrogation:** For all coverages required herein, Contractor's insurer shall waive subrogation rights against the District and the City and County of Denver.

(5) **Subcontractors and Subconsultants:** All subcontractors and sub-consultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and sub-consultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and sub-consultants upon request by the District or Denver Risk Management.

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

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

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

(9) **Contractors Pollution Liability:** Contractor shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. (Construction Contractors Only).

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

(11) **Additional Provisions:**

(a) For Commercial General Liability and Contractors Pollution Liability, the policies must provide the following:

- (i) That this Construction Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests, separation of insureds or cross liability provision; and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the District or the City and County of Denver.
- (b) For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided under this Construction Agreement, whichever is earlier
- (c) Contractor shall advise the District and Denver Risk Management in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

Exhibit E

Sidewalk Easement

EXHIBIT "A"

SIDEWALK EASEMENT

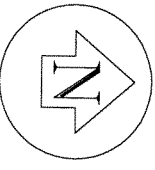
A 10.5-FOOT WIDE STRIP OF LAND BEING A PORTION OF THE VACATED RIGHT-OF-WAY OF BEEKMAN PL., AS SHOWN ON "GREEN VALLEY RANCH FILING NO. 35", A SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2002124141 CITY AND COUNTY OF DENVER RECORDS LOCATED IN THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 14, AND THE NORTHEAST ONE-QUARTER (NE ¼) OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 14; THENCE N87°45'43"E, A DISTANCE OF 949.05 FEET, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY OF NEPAL ST., AS SHOWN ON SAID "GREEN VALLEY RANCH FILING NO. 35", ALSO BEING THE **POINT OF BEGINNING**; THENCE S00°00'02"W, ALONG THE EASTERLY LINE OF SAID VACATED BEEKMAN PL., A DISTANCE OF 130.00 FEET TO A POINT OF CUSP; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 72°32'33", A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 18.99 FEET, AND WHOSE CHORD BEARS N36°16'14"W, A DISTANCE OF 17.75 FEET; THENCE N00°00'02"E, A DISTANCE OF 101.38 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID VACATED BEEKMAN PL.; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 72°32'33", A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 18.99 FEET, AND WHOSE CHORD BEARS N36°16'19"E, A DISTANCE OF 17.75 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,145 SQUARE FEET (0.026 ACRES) OF LAND, MORE OR LESS.

THE BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 14, T3S, R66W, 6TH P.M. AND IS ASSUMED TO BEAR N89°49'05"E AND IS MONUMENTED AS SHOWN ON THE ATTACHED EXHIBITS.

PREPARED BY: JANET A. CALDWELL, PLS 29027
FOR AND ON BEHALF OF
THE LUND PARTNERSHIP, INC.
12265 WEST BAYAUD AVENUE, SUITE 130
LAKEWOOD, COLORADO 80228



POINT OF COMMENCEMENT
 SW CORNER SE 1/4
 SEC. 14, T3S, R66W 6TH P.M.
 FOUND 1" PIPE WITH CAP - ILLEGIBLE
 3 1/2' BELOW GROUND

NE 1/4
 SECTION 23
 T.3S., R.66W., 6TH P.M.

GREEN VALLEY RANCH FILING NO. 35
 REC. NO. 2002124141
 CITY & COUNTY OF DENVER RECORDS

SECTION 14
 T.3S., R.66W., 6TH P.M.

BEKMAN PL
 (PRIVATE)

$N89^{\circ}49.05'E$ $2641.59'$ (R & AM)
 S. LINE SE 1/4 SEC. 14
 (BASIS OF BEARINGS)

$N87^{\circ}45.43'E$
 $949.05'$

$\Delta = 72^{\circ}32'33''$
 $R = 15.00'$
 $A = 18.99'$
 $Brg = N3616'19"E$
 $Dist = 17.75'$

$\Delta = 72^{\circ}32'33''$
 $R = 15.00'$
 $A = 18.99'$
 $Brg = S3616'14"E$
 $Dist = 17.75'$

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

A PART OF GREEN VALLEY RANCH - FILING 35

RECEPTION NO. 2002124141

LOCATED IN THE SE 1/4 OF SECTION 14 & THE NE 1/4 OF SECTION 23

TOWNSHIP 3 SOUTH, RANGE 66 WEST, 6TH P.M.
 CITY AND COUNTY OF DENVER, STATE OF COLORADO

AREA: 1,145 SQ.FT. (0.026 ACRES ±)

LUND
 PARTNERSHIP
 CIVIL ENGINEERING & SURVEYING
 P-303.989.1461 F. 303.989.4094

F:\328\1203\dwg\PLAT\Exhibits\EXH-Sidewalk - Filing 35.dwg, 4/29/2014 11:44:34 AM, 1:1, JAC

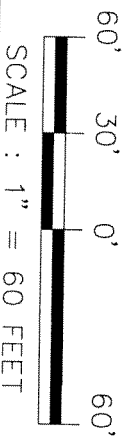
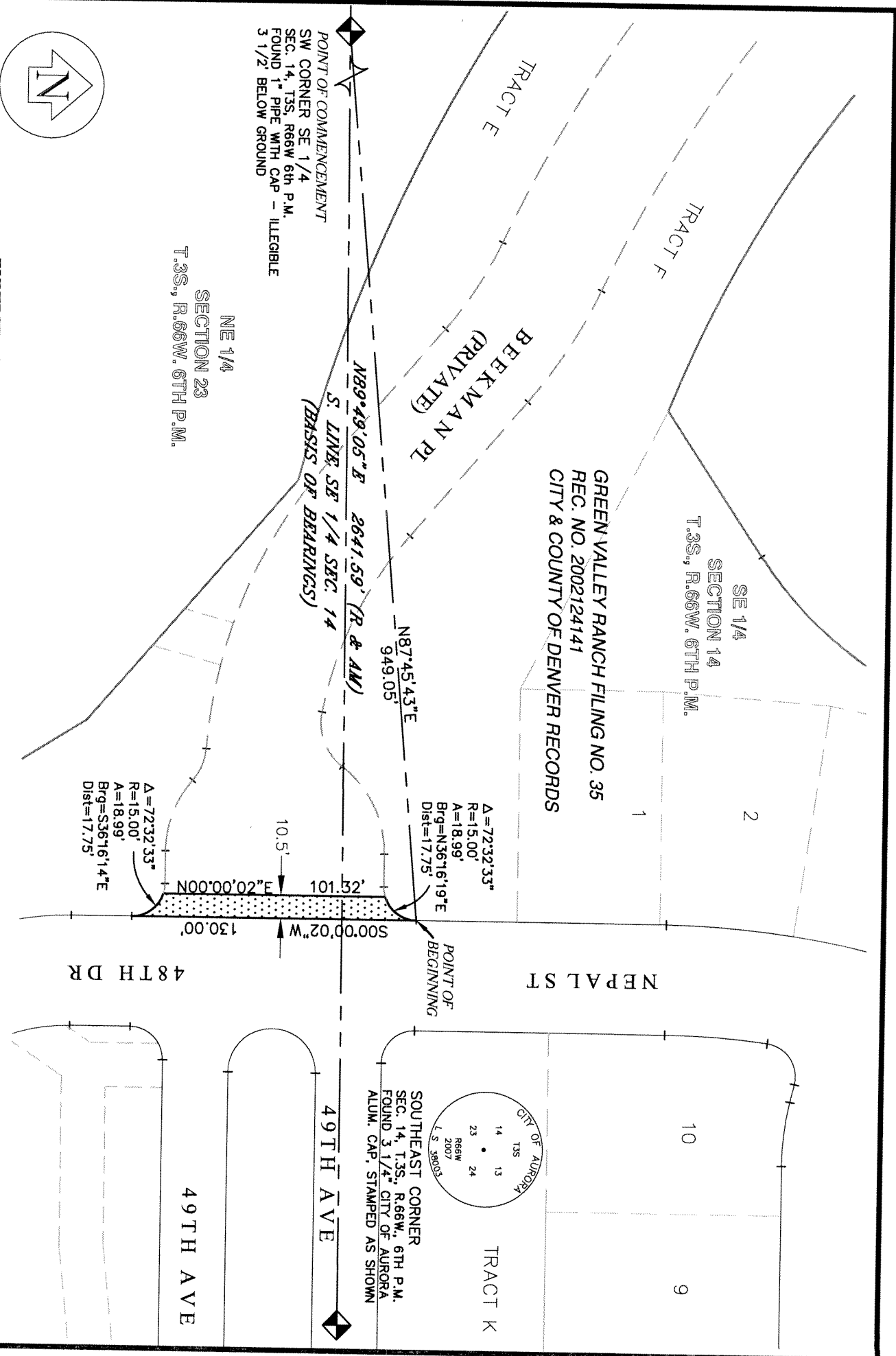


Exhibit F

Permanent Easement for Sidewalk

After Recording Return to:
Patrick A. Wheeler
Denver City Attorney's Office
201 W. Colfax Avenue, Dept. 1207
Denver, CO 80202

PERMANENT EASEMENT FOR SIDEWALK

THIS PERMANENT EASEMENT, made this ____ day of _____, 2014, between **TOWN CENTER METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado**, the "Grantor", and the **CITY AND COUNTY OF DENVER, a Colorado municipal corporation**, whose legal address is 1437 Bannock Street, Room 350, Denver, Colorado 80202, the "Grantee";

WITNESS, that for and in consideration of the promises and agreements previously bargained for under the Trail Easement and Funding Agreement dated December 16, 2008, as subsequently amended on _____, 2014, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold and by these presents does bargain and sell and convey and transfer and deliver unto the Grantee a permanent easement, including the perpetual right to enter upon the lands hereinafter described at all times to construct, reconstruct, maintain, service, operate, use, and repair a sidewalk and any necessary appurtenances thereto ("Improvements"), upon, over, through and across the lands hereinafter described, together with the right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use, and maintenance of said Improvements. Nothing herein shall require the City to construct, reconstruct, maintain, service or repair such Improvements.

The permanent easement granted herein is located in the City and County of Denver, State of Colorado, and is over, across, under, below and through the land described as follows (the "Property"):

SEE EXHIBIT A
ATTACHED HERETO AND INCORPORATED HEREIN

To have and hold such easement unto the Grantee and unto its successors and assigns forever, or until fee title to alternative right-of-way is conveyed to Grantee by Grantor.

The Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the Property, and that it has a good and lawful right to grant this Permanent Easement in the Property. Grantor further covenants and agrees that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Permanent Easement is granted may be placed, erected, installed or permitted upon the Property. Grantor further agrees that in the event the terms of this Permanent Easement are violated, such violation shall immediately be corrected by the Grantor upon receipt of written notice from the City, or the City may itself elect to correct or eliminate such violation at the Grantor's expense. The Grantor shall promptly reimburse the City for any costs or expenses incurred by the City in enforcing the terms of this paragraph.

Grantor further understands and agrees that with respect to the Property, all laws, ordinances, and regulations pertaining to sidewalks and public places shall apply so that the public use of the Improvements and the Property is consistent with the use and enjoyment of any dedicated public sidewalk.

The Grantor further grants to the Grantee the right of ingress to and egress over and across adjacent lands owned by Grantor by such route or routes as shall occasion the least practical damage and

inconvenience to the Grantor, for the purpose of constructing, repairing, maintaining and operating the Improvements.

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

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants herein shall apply to and run with the land.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head office on the date set forth above

GRANTOR:

Town Center Metropolitan District, a quasi-municipal Corporation and political subdivision of the State of Colorado

Charles P. Leder, President

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

The foregoing instrument was acknowledged before me this ___ day of _____, _____ by Charles P. Leder, as President of the Town Center Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit G

**High Line Trail Connection
Between Filings # 39 and 45**

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 14 BEARS SOUTH 00°04'15" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 60°26'20" EAST, A DISTANCE OF 1409.34 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 6 IN SPECIAL WARRANTY DEED RECORDED JUNE 19, 2002 UNDER RECEPTION NO. 2002108637 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY AND THE **POINT OF BEGINNING**, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 285.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 09°56'59" EAST;

THENCE, DEPARTING SAID EASTERLY BOUNDARY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°38'43", AN ARC LENGTH OF 97.72 FEET;

THENCE, NON-TANGENT TO SAID CURVE, SOUTH 10°44'32" WEST, A DISTANCE OF 104.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°22'53", AN ARC LENGTH OF 75.97 FEET;

THENCE SOUTH 15°38'20" EAST, A DISTANCE OF 70.34 FEET TO THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 5 IN SAID SPECIAL WARRANTY DEED;

THENCE ALONG SAID NORTHEASTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES:

1. NORTH 61°38'02" WEST, A DISTANCE OF 2.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 270.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 74°32'15" EAST;
2. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°50'47", AN ARC LENGTH OF 84.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 135.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 37°16'50" EAST;

THENCE, DEPARTING SAID NORTHEASTERLY BOUNDARY, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°04'50", AN ARC LENGTH OF 87.37 FEET;

THENCE NORTH 15°38'20" WEST, A DISTANCE OF 70.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 181.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°22'53", AN ARC LENGTH OF 83.34 FEET;

THENCE NORTH 10°44'32" EAST, A DISTANCE OF 87.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 269.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 06°13'15" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°47'52", AN ARC LENGTH OF 78.86 FEET TO SAID EASTERLY BOUNDARY OF PARCEL 6;

THENCE, ALONG SAID EASTERLY BOUNDARY, NORTH 00°28'09" EAST, A DISTANCE OF 16.28 FEET TO THE POINT OF BEGINNING.

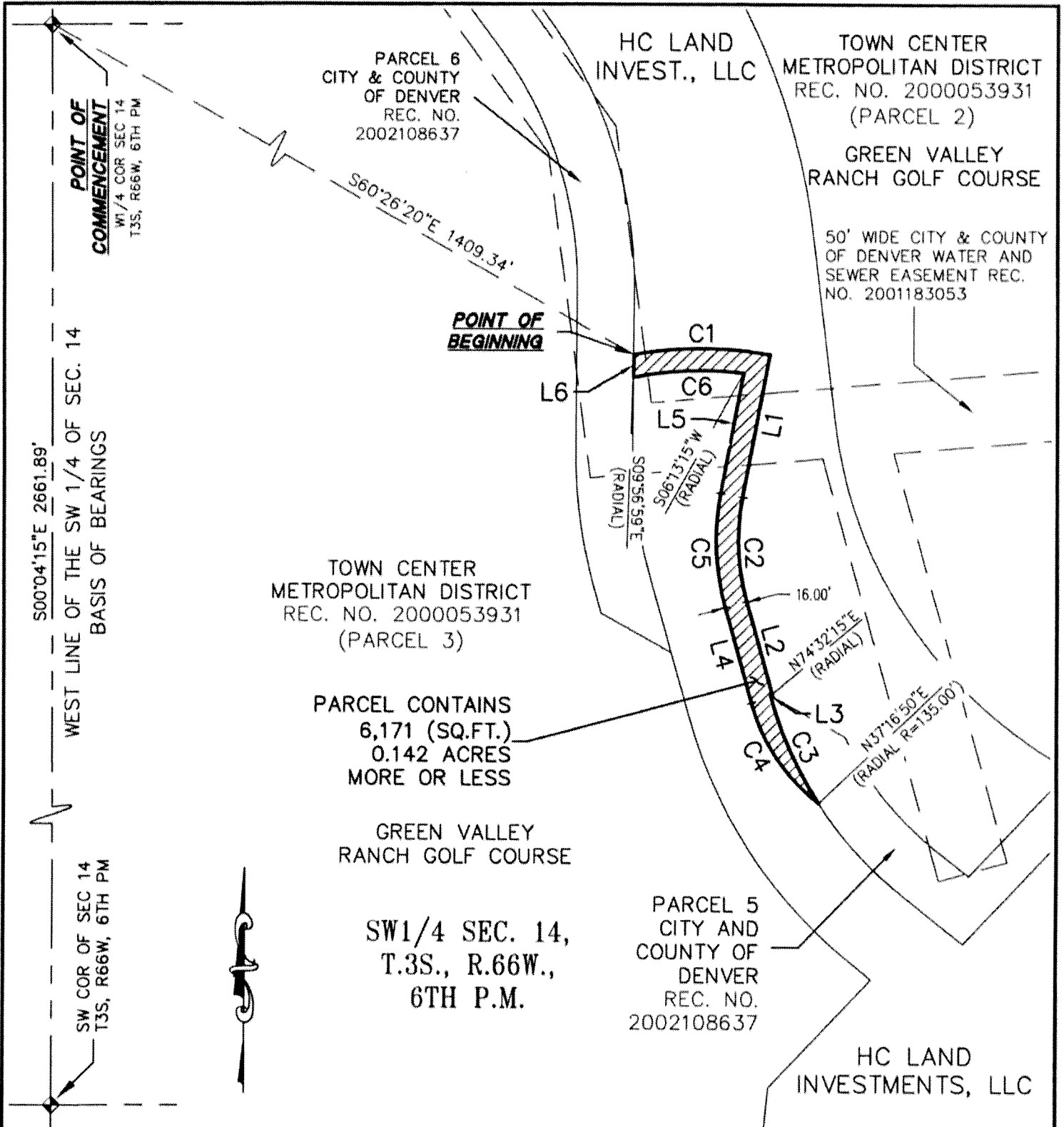
CONTAINING AN AREA OF 0.142 ACRES, (6,171 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

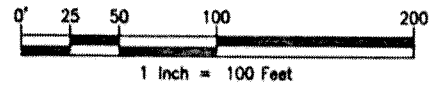


JOHN R. WEST, JR., PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN ST., SUITE 201, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PATH: V:\PROJECTS\81314-05\DWG
 DWG NAME:
 DWG: JRW CHK: RDS
 DATE: 06-11-14
 SCALE: 1" = 100'

AZTEC
 CONSULTANTS, INC.

8000 SOUTH LINCOLN ST,
 SUITE 201
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

81314-05 GVR 39 & 45 TRAIL ESMT.DWG

EXHIBIT A
 SW1/4 SEC 14, T3S, R66W, 6TH PM
 DENVER, COLORADO
 JOB NUMBER 81314-05 3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	S10°44'32"W	104.40'
L2	S15°38'20"E	70.34'
L3	N61°38'02"W	2.00'
L4	N15°38'20"W	70.34'
L5	N10°44'32"E	87.61'
L6	N00°28'09"E	16.28'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	19°38'43"	285.00'	97.72'
C2	26°22'53"	165.00'	75.97'
C3	17°50'47"	270.00'	84.10'
C4	37°04'50"	135.00'	87.37'
C5	26°22'53"	181.00'	83.34'
C6	16°47'52"	269.00'	78.86'

NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD
MONUMENTED SURVEY AND IS ONLY INTENDED
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: V:\PROJECTS\81314-05\DWG
 DWG NAME: _____
 DWG: JRW CHK: RDS
 DATE: 06-11-14
 SCALE: 1" = 100'



8000 SOUTH LINCOLN ST.
 SUITE 201
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

81314-05 GVR 39 & 45 TRAIL ESMT.DWG

EXHIBIT A
 SW1/4 SEC 14, T3S, R66W, 6TH PM
 DENVER, COLORADO

JOB NUMBER 81314-05

4 OF 4 SHEETS

Exhibit G

Permanent Easement for Trail

After Recording Return to:
Patrick A. Wheeler
Denver City Attorney's Office
201 W. Colfax Avenue, Dept. 1207
Denver, CO 80202

PERMANENT EASEMENT FOR TRAIL

THIS PERMANENT EASEMENT, made this ____ day of _____, 2014, between **TOWN CENTER METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado**, the "Grantor", and the **CITY AND COUNTY OF DENVER, a Colorado municipal corporation**, whose legal address is 1437 Bannock Street, Room 350, Denver, Colorado 80202, the "Grantee";

WITNESS, that for and in consideration of the promises and agreements previously bargained for under the Trail Easement and Funding Agreement dated December 16, 2008, as subsequently amended on _____, 2014, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold and by these presents does bargain and sell and convey and transfer and deliver unto the Grantee a permanent easement, including the perpetual right to enter upon the lands hereinafter described at all times to reconstruct, maintain, service, operate, use, and repair a trail and any necessary appurtenances thereto ("Improvements"), upon, over, through and across the lands hereinafter described, together with the right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use, and maintenance of said Improvements. Nothing herein shall require the City to reconstruct, maintain, service or repair such Improvements.

The permanent easement granted herein is located in the City and County of Denver, State of Colorado, and is over, across, under, below and through the land described as follows (the "Property"):

SEE EXHIBIT A
ATTACHED HERETO AND INCORPORATED HEREIN

To have and hold such easement unto the Grantee and unto its successors and assigns forever, or until fee title to alternative right-of-way is conveyed to Grantee by Grantor.

The Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the Property, and that it has a good and lawful right to grant this Permanent Easement in the Property. Grantor further covenants and agrees that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Permanent Easement is granted may be placed, erected, installed or permitted upon the Property. Grantor further agrees that in the event the terms of this Permanent Easement are violated, such violation shall immediately be corrected by the Grantor upon receipt of written notice from the City, or the City may itself elect to correct or eliminate such violation at the Grantor's expense. The Grantor shall promptly reimburse the City for any costs or expenses incurred by the City in enforcing the terms of this paragraph.

Grantor further understands and agrees that with respect to the Property, all laws, ordinances, and regulations pertaining to trails and public places shall apply so that the public use of the Improvements and the Property is consistent with the use and enjoyment of any public trail.

The Grantor further grants to the Grantee the right of ingress to and egress over and across adjacent lands owned by Grantor by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor, for the purpose of constructing, repairing, maintaining and operating the

Improvements.

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

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants herein shall apply to and run with the land.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head office on the date set forth above

GRANTOR:

Town Center Metropolitan District, a quasi-municipal Corporation and political subdivision of the State of Colorado

Charles P. Leder, President

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

The foregoing instrument was acknowledged before me this ___ day of _____,
_____ by Charles P. Leder, as President of the Town Center Metropolitan District.

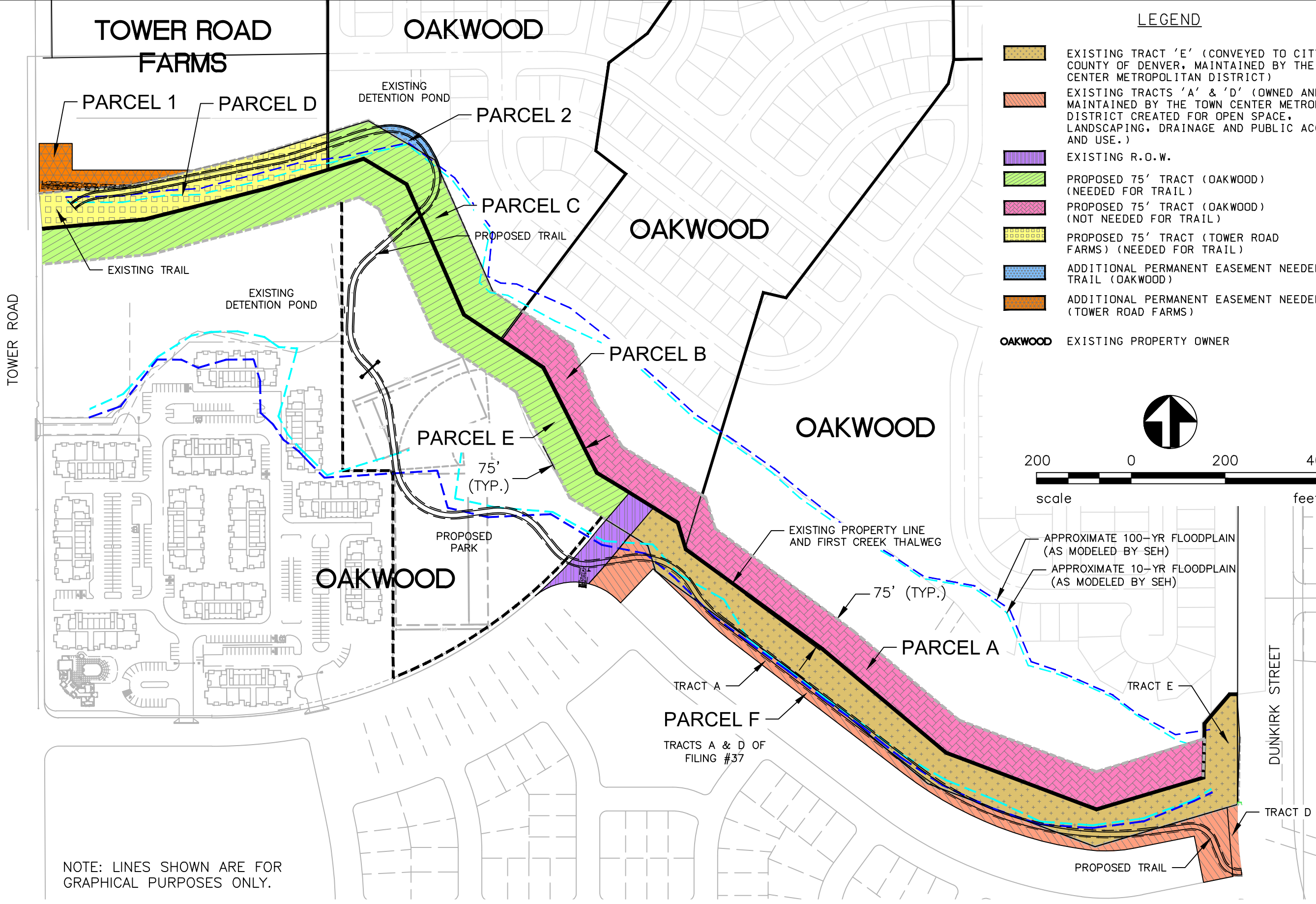
Witness my hand and official seal.

My commission expires: _____

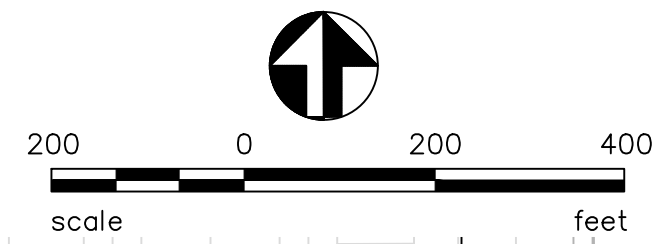
Notary Public

EXHIBIT J

**WEST FIRST CREEK CORRIDOR
GENERAL DRAWING**



- LEGEND**
- EXISTING TRACT 'E' (CONVEYED TO CITY AND COUNTY OF DENVER, MAINTAINED BY THE TOWN CENTER METROPOLITAN DISTRICT)
 - EXISTING TRACTS 'A' & 'D' (OWNED AND MAINTAINED BY THE TOWN CENTER METROPOLITAN DISTRICT CREATED FOR OPEN SPACE, LANDSCAPING, DRAINAGE AND PUBLIC ACCESS AND USE.)
 - EXISTING R.O.W.
 - PROPOSED 75' TRACT (OAKWOOD) (NEEDED FOR TRAIL)
 - PROPOSED 75' TRACT (OAKWOOD) (NOT NEEDED FOR TRAIL)
 - PROPOSED 75' TRACT (TOWER ROAD FARMS) (NEEDED FOR TRAIL)
 - ADDITIONAL PERMANENT EASEMENT NEEDED FOR TRAIL (OAKWOOD)
 - ADDITIONAL PERMANENT EASEMENT NEEDED FOR (TOWER ROAD FARMS)
 - OAKWOOD** EXISTING PROPERTY OWNER



NOTE: LINES SHOWN ARE FOR GRAPHICAL PURPOSES ONLY.

P:\UZUUD\FCDM102591 First Creek Trail\5-dsgn\5 1-cadd\Civil 3D-102591\dwg\Exhibits\Trail Easement Exhibit_revJH.dwg

DESIGNED: _____	DATE: _____
DRAWN: _____	DATE: _____
CHECKED: _____	DATE: _____
REVISED: _____	DATE: _____
REVISED: _____	DATE: _____
REVISED: _____	DATE: _____



SEH
 PHONE: (303) 586-5800
 390 UNION BOULEVARD, SUITE 630
 LAKEWOOD, CO 80228-1557



FIRST CREEK TRAIL

TRAIL EASEMENT EXHIBIT

DATE	AUG -2014
SHEET	_____
OF	_____

PROJECT NAME: FIRST CREEK TRAIL - TOWER ROAD TO DUNKIRK STREET

EXHIBIT K

**WEST FIRST CREEK CORRIDOR
LEGAL DESCRIPTIONS OF PARCELS**



**PROPERTY DESCRIPTION
PARCEL A**

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID PARCEL ALSO BEING A PART OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NUMBER 2005017461, DENVER COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED UNDER RECEPTION NUMBER 2005017461;

THENCE N16°20'06"E, ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED UNDER RECEPTION NUMBER 2005017461, A DISTANCE OF 122.82 FEET;

THENCE S59°01'34"E, A DISTANCE OF 10.30 FEET;
THENCE S17°22'16"E, A DISTANCE OF 69.86 FEET;
THENCE S53°42'47"E, A DISTANCE OF 363.60 FEET;
THENCE S50°06'03"E, A DISTANCE OF 293.33 FEET;
THENCE S69°38'24"E, A DISTANCE OF 310.51 FEET;

THENCE N72°20'47"E, A DISTANCE OF 232.29 FEET TO A POINT ON THE WEST LINE OF TRACT E AS SHOWN ON THE PLAT OF GREEN VALLEY RANCH FILING NO. 37 AS DESCRIBED UNDER RECEPTION NUMBER 2003004077, DENVER COUNTY RECORDS;

THENCE ALONG THE SAID WEST LINE AND THE NORTH BOUNDARY LINE OF SAID TRACT E THE FOLLOWING FIVE (5) COURSES:

1. S02°38'25"W, A DISTANCE OF 79.96 FEET;
2. S72°20'47"W, A DISTANCE OF 230.39 FEET;
3. N69°38'24"W, A DISTANCE OF 349.26 FEET;
4. N50°06'03"W, A DISTANCE OF 303.88 FEET;
5. N53°42'47"W, A DISTANCE OF 385.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 95,823 SQUARE FEET (2.200 ACRES), MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, BEARINGS ARE BASED ON THE SAID PLAT OF GREEN VALLEY RANCH FILING NO. 37.

THE AUTHOR OF THIS DESCRIPTION IS GEORGE A. ROBINSON, PLS 35593, PREPARED ON BEHALF OF SEH INC., 390 UNION BOULEVARD, SUITE 630, LAKEWOOD, CO 80228, ON JUNE 11, 2012 UNDER JOB NO. UDFCD 102591- 1.0, AND IS NOT TO BE CONSTRUED AS REPRESENTING A MONUMENTED LAND SURVEY.



George A. Robinson, PLS 35593

PARCEL A ILLUSTRATION

SHEET 3 OF 3

NW1/4 SEC. 15
T3S, R66W

SPECIAL WARRANTY DEED
REC.# 2005017461

PARCEL A
95,823 S. F. (2.200 AC.) M/L

GREEN VALLEY RANCH
FILING NO. 37
REC.# 2003004077

C1/4 SEC 15
T3S, R66W

N16°20'06"E
122.82'

S59°01'34"E
10.30'

S17°22'16"E
69.86'

S53°42'47"E
363.60'

S50°06'03"E
293.33'

S69°38'24"E
310.51'

N72°20'47"E
232.29'

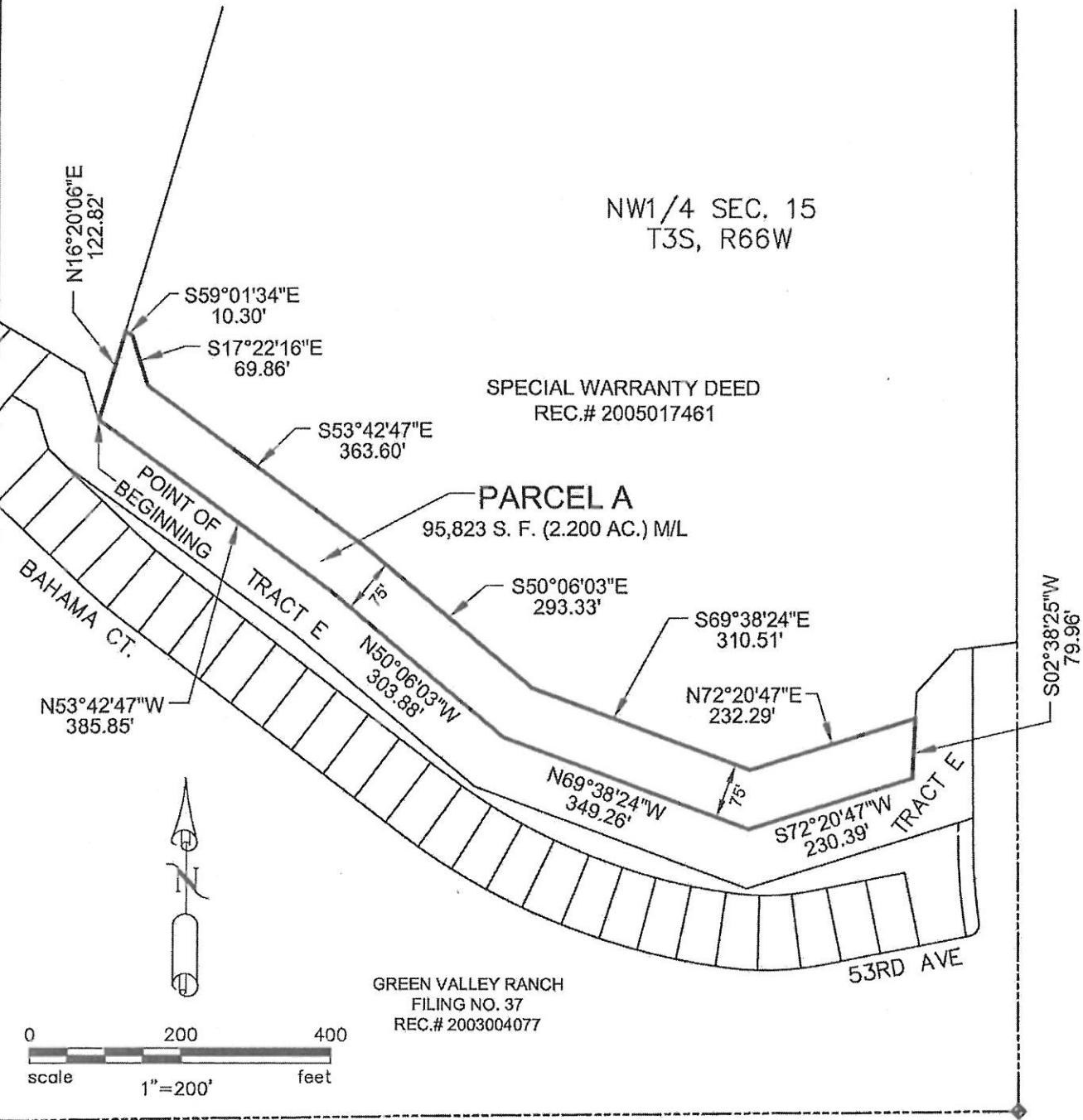
S02°38'25"W
79.96'

N53°42'47"W
385.85'

N50°06'03"W
303.88'

N69°38'24"W
349.26'

S72°20'47"W
230.39'



S:\survey land projects r2_(UDFCD 102591-1) First Creek trail\dwg\Legal Descriptions.dwg



Suite 630
Lakewood, Colorado 80228
Phone: 303-586-5800



**PROPERTY DESCRIPTION
PARCEL B**

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID PARCEL ALSO BEING A PART OF PARCEL 2 AS DESCRIBED UNDER RECEPTION NUMBER 2005085490, DENVER COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 2, SAID CORNER ALSO BEING A CORNER ON THE NORTH BOUNDARY LINE OF GREEN VALLEY RANCH FILING NO. 37 AS DESCRIBED UNDER RECEPTION NUMBER 2003004077, DENVER COUNTY RECORDS;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 2 THE FOLLOWING FIVE (5) COURSES:

1. N17°22'16"W, A DISTANCE OF 65.95 FEET;
2. N59°01'34"W, A DISTANCE OF 195.79 FEET;
3. N31°45'22"W, A DISTANCE OF 135.13 FEET;
4. N21°42'19"W, A DISTANCE OF 115.31 FEET;
5. N56°32'07"W, A DISTANCE OF 111.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2;

THENCE N35°44'17"E, ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 75.06 FEET;

THENCE S56°32'07"E, A DISTANCE OF 131.55 FEET;
THENCE S21°42'19"E, A DISTANCE OF 132.24 FEET;
THENCE S31°45'22"E, A DISTANCE OF 110.34 FEET;
THENCE S59°01'34"E, A DISTANCE OF 195.83 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2;

THENCE S16°20'06"W, ALONG SAID EAST LINE, A DISTANCE OF 122.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 44,517 SQUARE FEET (1.022 ACRES), MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, BEARINGS ARE BASED ON THE SAID PLAT OF GREEN VALLEY RANCH FILING NO. 37.

THE AUTHOR OF THIS DESCRIPTION IS GEORGE A. ROBINSON, PLS 35593, PREPARED ON BEHALF OF SEH INC., 390 UNION BOULEVARD, SUITE 630, LAKEWOOD, CO 80228, ON JUNE 11, 2012 UNDER JOB NO. UDFCD 102591- 1.0, AND IS NOT TO BE CONSTRUED AS REPRESENTING A MONUMENTED LAND SURVEY.



George A. Robinson, PLS 35593

PARCEL B ILLUSTRATION

NW1/4 SEC. 15
T3S, R66W

SPECIAL WARRANTY DEED
REC.# 2005085490
PARCEL 2

PARCEL B

44,517 S. F. (1.022 AC.) M/L

N35°44'17"E
75.06'

S56°32'07"E
131.55'

S21°42'19"E
132.24'

N56°32'07"W
111.00'

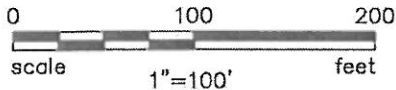
N21°42'19"W
115.31'

S31°45'22"E
110.34'

75'

N31°45'22"W
135.13'

S59°01'34"E
195.83'



N59°01'34"W
195.79'

S16°20'06"W
122.82'

ELMENDORF DR.

POINT OF BEGINNING

N17°22'16"W
65.95'

GREEN VALLEY RANCH
FILING NO. 37
REC.# 2003004077

TRACT E



Suite 630
Lakewood, Colorado 80228
Phone: 303-586-5800

S:\survey land projects r2_(UDFCD 102591-1) First Creek trail\dwg\Legal Descriptions.dwg



**PROPERTY DESCRIPTION
PARCEL C**

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID PARCEL ALSO BEING A PART OF PARCEL 3 AS DESCRIBED UNDER RECEPTION NUMBER 2005085490, DENVER COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 3;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 3 THE FOLLOWING FOUR (4) COURSES:

1. N56°32'07"W, A DISTANCE OF 91.71 FEET;
2. N23°53'22"W, A DISTANCE OF 300.98 FEET;
3. N59°30'01"W, A DISTANCE OF 105.82 FEET;
4. S72°45'25"W, A DISTANCE OF 83.09 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3;

THENCE N00°26'21"W, ALONG THE WEST LINE OF SAID PARCEL 3, A DISTANCE OF 78.34 FEET;

THENCE N72°45'25"E, A DISTANCE OF 93.63 FEET;
THENCE S59°30'01"E, A DISTANCE OF 163.10 FEET;
THENCE S23°53'22"E, A DISTANCE OF 303.10 FEET;
THENCE S56°32'07"E, A DISTANCE OF 72.72 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 3;

THENCE S35°44'17"W, ALONG SAID EAST LINE, A DISTANCE OF 75.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 45,531 SQUARE FEET (1.045 ACRES), MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, BEARINGS ARE BASED ON THE WEST LINE OF SAID NORTHWEST QUARTER, BEARING N00°27'46"W, AS SHOWN ON THE PLAT OF GREEN VALLEY RANCH FILING NO. 37 AS DESCRIBED UNDER RECEPTION NUMBER 2003004077, DENVER COUNTY RECORDS.

THE AUTHOR OF THIS DESCRIPTION IS GEORGE A. ROBINSON, PLS 35593, PREPARED ON BEHALF OF SEH INC., 390 UNION BOULEVARD, SUITE 630, LAKEWOOD, CO 80228, ON JUNE 11, 2012 UNDER JOB NO. UDFCD 102591- 1.0, AND IS NOT TO BE CONSTRUED AS REPRESENTING A MONUMENTED LAND SURVEY.



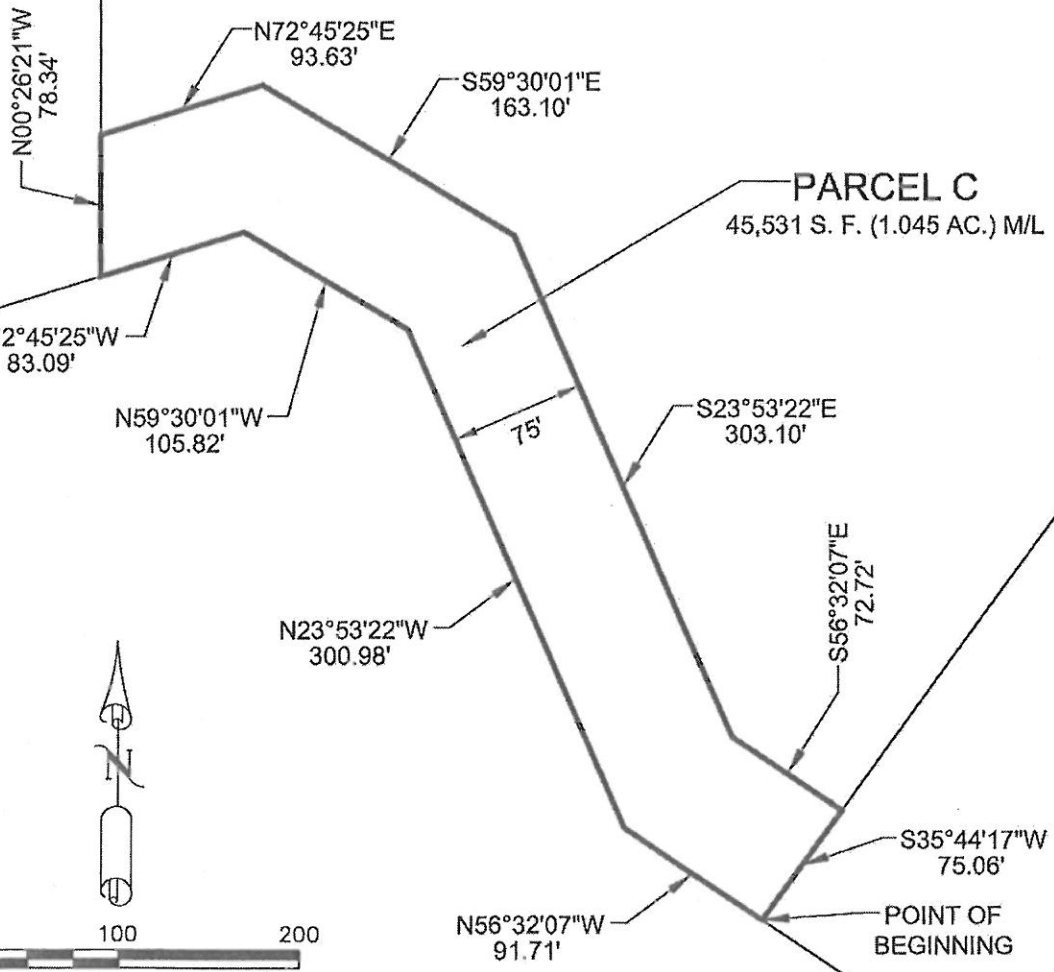
George A. Robinson, PLS 35593

PARCEL C ILLUSTRATION

SHEET 3 OF 3

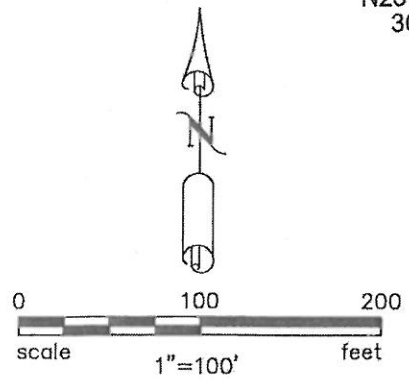
NW1/4 SEC. 15
T3S, R66W

SPECIAL WARRANTY DEED
REC.# 2005085490
PARCEL 3



PARCEL C
45,531 S. F. (1.045 AC.) M/L

S:\survey land projects r2_(UDFCD 102591-1) First Creek trail\dwg\Legal Descriptions.dwg



Suite 630
Lakewood, Colorado 80228
Phone: 303-586-5800



**PROPERTY DESCRIPTION
PARCEL D**

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID PARCEL ALSO BEING A PART OF PARCEL II AS DESCRIBED UNDER RECEPTION NUMBER 2005186554, DENVER COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL II;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL II THE FOLLOWING THREE (3) COURSES:

1. S72°45'25"W, A DISTANCE OF 125.06 FEET;
2. S75°35'19"W, A DISTANCE OF 275.59 FEET;
3. S84°44'18"W, A DISTANCE OF 215.67 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NUMBER 2009068394, DENVER COUNTY RECORDS;

THENCE N00°27'46"W, ALONG SAID EAST LINE, A DISTANCE OF 75.26 FEET;

THENCE N84°44'18"E, A DISTANCE OF 203.37 FEET;
THENCE N75°35'19"E, A DISTANCE OF 267.74 FEET;
THENCE N72°45'25"E, A DISTANCE OF 145.86 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL II;

THENCE S00°26'21"E, ALONG SAID EAST LINE, A DISTANCE OF 78.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 46,248 SQUARE FEET (1.062 ACRES), MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, BEARINGS ARE BASED ON THE WEST LINE OF SAID NORTHWEST QUARTER, BEARING N00°27'46"W, AS SHOWN ON THE PLAT OF GREEN VALLEY RANCH FILING NO. 37 AS DESCRIBED UNDER RECEPTION NUMBER 2003004077, DENVER COUNTY RECORDS.

THE AUTHOR OF THIS DESCRIPTION IS GEORGE A. ROBINSON, PLS 35593, PREPARED ON BEHALF OF SEH INC., 390 UNION BOULEVARD, SUITE 630, LAKEWOOD, CO 80228, ON JUNE 11, 2012 UNDER JOB NO. UDFCD 102591- 1.0, AND IS NOT TO BE CONSTRUED AS REPRESENTING A MONUMENTED LAND SURVEY.



George A. Robinson, PLS 35593

PARCEL D ILLUSTRATION

SHEET 3 OF 3

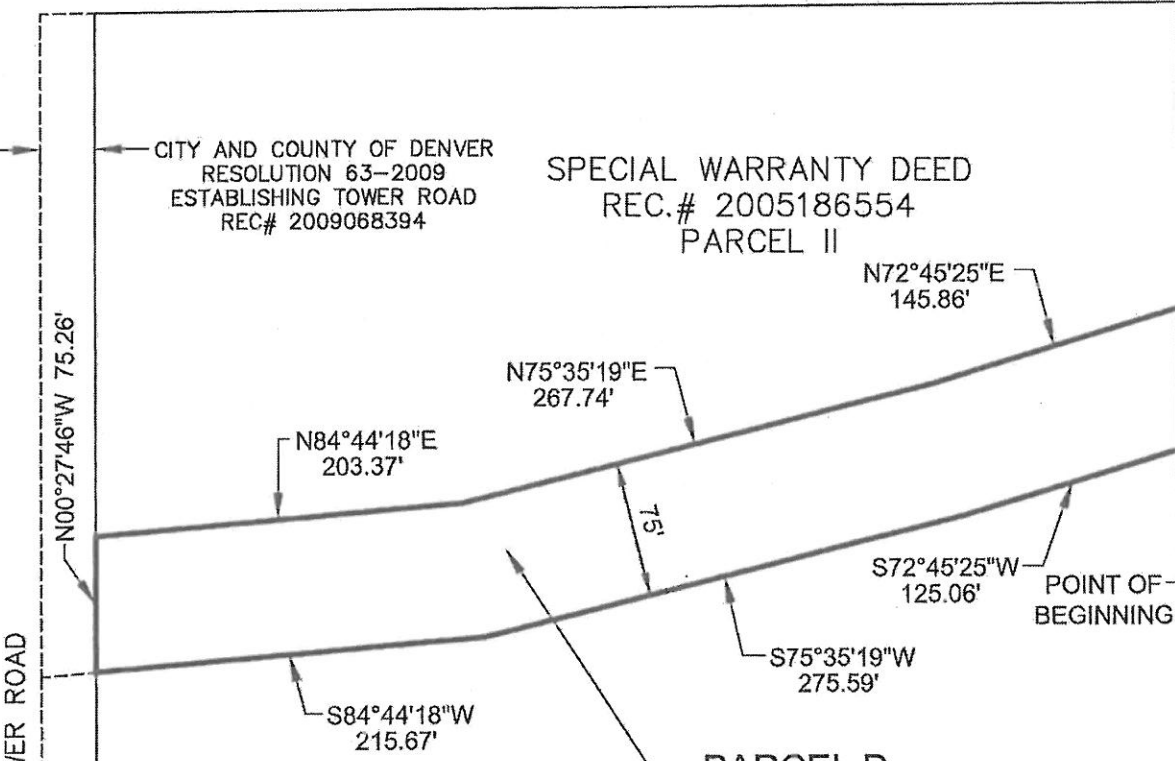
NW CORNER SEC 15
T3S, R66W

NW 1/4 SEC. 15
T3S, R66W

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BASIS OF BEARINGS N00°27'46"W, W. LINE NW1/4 SECTION 15
AS SHOWN ON GREEN VALLEY RANCH FILING NO. 37, REC# 2003004077

CITY AND COUNTY OF DENVER
RESOLUTION 63-2009
ESTABLISHING TOWER ROAD
REC# 2009068394

SPECIAL WARRANTY DEED
REC.# 2005186554
PARCEL II

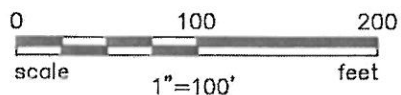


S00°26'21"E
78.34'

PARCEL D
46,248 S. F. (1.062 AC.) M/L

WARRANTY DEED
30' TO CITY & COUNTY OF DENVER
REC# 2004052082

W 1/4 CORNER SEC 15
T3S, R66W



Suite 630
Lakewood, Colorado 80228
Phone: 303-586-5800



**PROPERTY DESCRIPTION
PARCEL E**

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID PARCEL ALSO BEING A PART OF THAT PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NUMBER 2000119557, DENVER COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NUMBER 2000119557, SAID POINT ALSO BEING THE NORTHWEST CORNER OF ELMENDORF DR. AS SHOWN ON THE PLAT OF GREEN VALLEY RANCH FILING NO. 37 AS DESCRIBED UNDER RECEPTION NUMBER 2003004077, DENVER COUNTY RECORDS;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID ELMENDORF DR. ALONG THE ARC OF A CURVE TO THE LEFT 76.18 FEET, THROUGH A CENTRAL ANGLE OF $03^{\circ}57'45''$, HAVING A RADIUS OF 1101.50 FEET AND A CHORD BEARING $S40^{\circ}59'28''W$, A DISTANCE OF 76.16 FEET TO A POINT OF NON-TANGENCY;

THENCE $N59^{\circ}01'34''W$, A DISTANCE OF 86.01 FEET;
THENCE $N31^{\circ}45'22''W$, A DISTANCE OF 159.92 FEET;
THENCE $N21^{\circ}42'19''W$, A DISTANCE OF 98.38 FEET;
THENCE $N56^{\circ}32'07''W$, A DISTANCE OF 201.15 FEET;
THENCE $N23^{\circ}53'22''W$, A DISTANCE OF 298.86 FEET;
THENCE $N59^{\circ}30'01''W$, A DISTANCE OF 48.54 FEET;
THENCE $S72^{\circ}45'25''W$, A DISTANCE OF 176.81 FEET;
THENCE $S75^{\circ}35'19''W$, A DISTANCE OF 283.44 FEET;
THENCE $S84^{\circ}44'18''W$, A DISTANCE OF 227.97 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NUMBER 2004052082, DENVER COUNTY RECORDS;

THENCE $N00^{\circ}27'46''W$, ALONG SAID EAST LINE, A DISTANCE OF 75.26 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NUMBER 2000119557;

THENCE ALONG THE SAID NORTH LINE THE FOLLOWING NINE (9) COURSES:

1. N84°44'18"E, A DISTANCE OF 215.67 FEET;
2. N75°35'19"E, A DISTANCE OF 275.59 FEET;
3. N72°45'25"E, A DISTANCE OF 208.15 FEET;
4. S59°30'01"E, A DISTANCE OF 105.82 FEET;
5. S23°53'22"E, A DISTANCE OF 300.98 FEET;
6. S56°32'07"E, A DISTANCE OF 202.71 FEET;
7. S21°42'19"E, A DISTANCE OF 115.31 FEET;
8. S31°45'22"E, A DISTANCE OF 135.13 FEET;
9. S59°01'34"E, A DISTANCE OF 81.07 FEET TO THE POINT OF BEGINNING;

CONTAINING 120,773 SQUARE FEET (2.772 ACRES), MORE OR LESS.

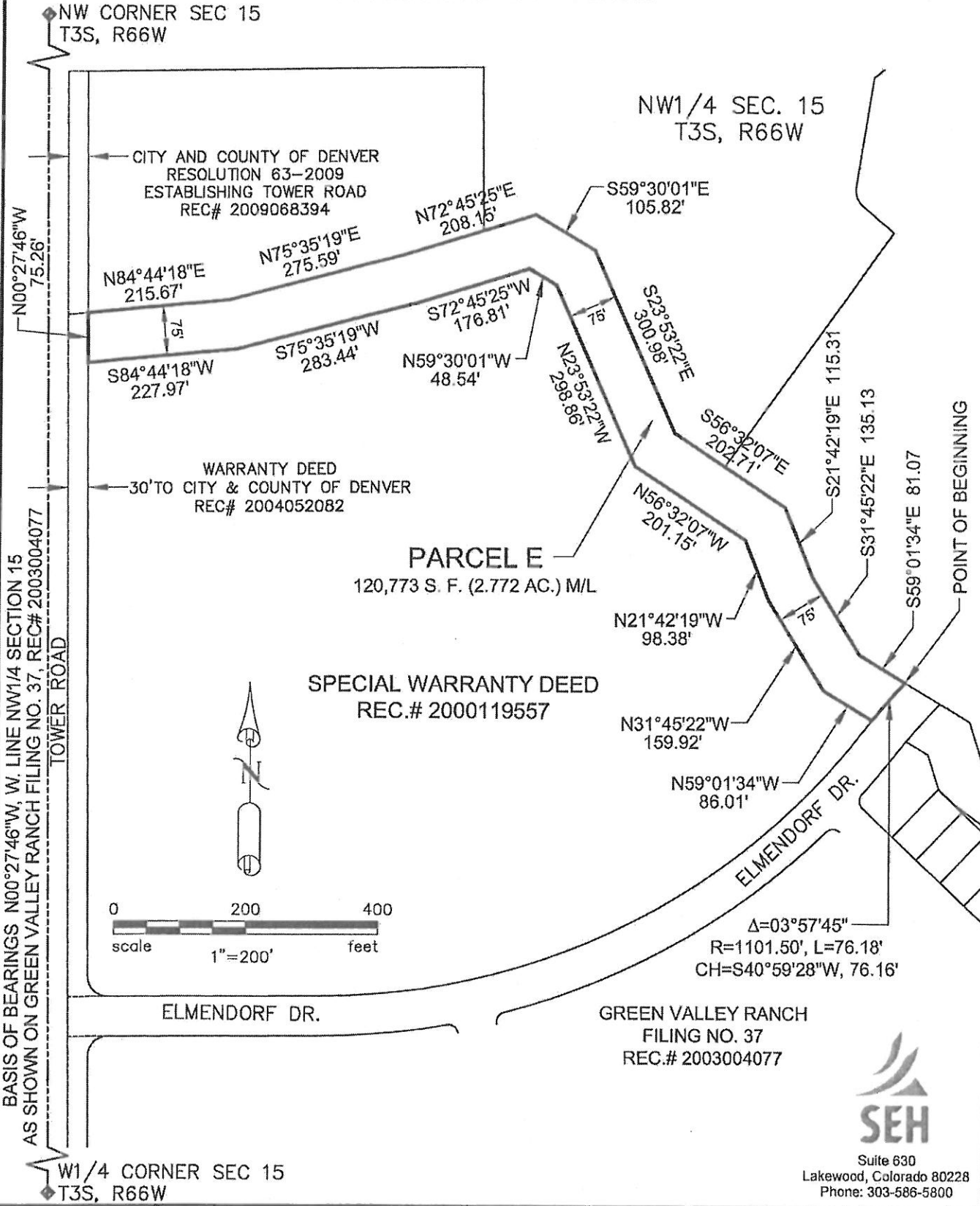
FOR THE PURPOSE OF THIS DESCRIPTION, BEARINGS ARE BASED ON THE WEST LINE OF SAID NORTHWEST QUARTER, BEARING N00°27'46"W, AS SHOWN ON THE PLAT OF GREEN VALLEY RANCH FILING NO. 37 AS DESCRIBED UNDER RECEPTION NUMBER 2003004077, DENVER COUNTY RECORDS.

THE AUTHOR OF THIS DESCRIPTION IS GEORGE A. ROBINSON, PLS 35593, PREPARED ON BEHALF OF SEH INC., 390 UNION BOULEVARD, SUITE 630, LAKEWOOD, CO 80228, ON JUNE 11, 2012 UNDER JOB NO. UDFCD 102591- 1.0, AND IS NOT TO BE CONSTRUED AS REPRESENTING A MONUMENTED LAND SURVEY.



George A. Robinson, PLS 35593

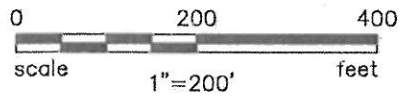
PARCEL E ILLUSTRATION



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BASIS OF BEARINGS N00°27'46\"/>

AS SHOWN ON GREEN VALLEY RANCH FILING NO. 37, REC# 2003004077



Suite 630
Lakewood, Colorado 80228
Phone: 303-586-5800

**First Creek Trail
Parcel F**

Legal Description

Tracts A and D,
Green Valley Ranch Filing No. 37,
City and County of Denver,
State of Colorado.



**PERMANENT EASEMENT
PARCEL 1**

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID PARCEL ALSO BEING A PART OF PARCEL II AS DESCRIBED UNDER RECEPTION NUMBER 2005186554, DENVER COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL II;
THENCE ALONG THE SOUTH LINE OF SAID PARCEL II THE FOLLOWING TWO (2) COURSES:

1. S72°45'25"W, A DISTANCE OF 125.06 FEET;
2. S75°35'19"W, A DISTANCE OF 135.72 FEET;

THENCE N14°24'41"W, A DISTANCE OF 75.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 75.00 FEET NORTH, AS MEASURED AT RIGHT ANGLES, OF THE SOUTH LINE OF SAID PARCEL II, SAID POINT ALSO BEING THE POINT OF BEGINNING;

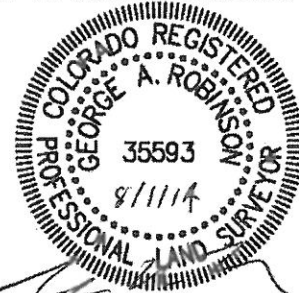
THENCE S75°35'19"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 133.87 FEET;
THENCE S84°44'18"W, A DISTANCE OF 203.37 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NUMBER 2009068394, DENVER COUNTY RECORDS;

THENCE N00°27'46"W, ALONG SAID EAST LINE, A DISTANCE OF 105.88 FEET;
THENCE N89°32'14"E, A DISTANCE OF 70.05 FEET;
THENCE S00°27'46"E, A DISTANCE OF 56.60 FEET;
THENCE N89°32'14"E, A DISTANCE OF 262.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,325 SQUARE FEET (0.329 ACRES), MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, BEARINGS ARE BASED ON THE WEST LINE OF SAID NORTHWEST QUARTER, BEARING N00°27'46"W, AS SHOWN ON THE PLAT OF GREEN VALLEY RANCH FILING NO. 37 AS DESCRIBED UNDER RECEPTION NUMBER 2003004077, DENVER COUNTY RECORDS.

THE AUTHOR OF THIS DESCRIPTION IS GEORGE A. ROBINSON, PLS 35593, PREPARED ON BEHALF OF SEH INC., 390 UNION BOULEVARD, SUITE 630, LAKEWOOD, CO 80228, ON JANUARY 26, 2013 UNDER JOB NO. UDFCD 102591- 1.0, AND IS NOT TO BE CONSTRUED AS REPRESENTING A MONUMENTED LAND SURVEY.



George A. Robinson, PLS 35593

PERMANENT EASEMENT
PARCEL 1 ILLUSTRATION

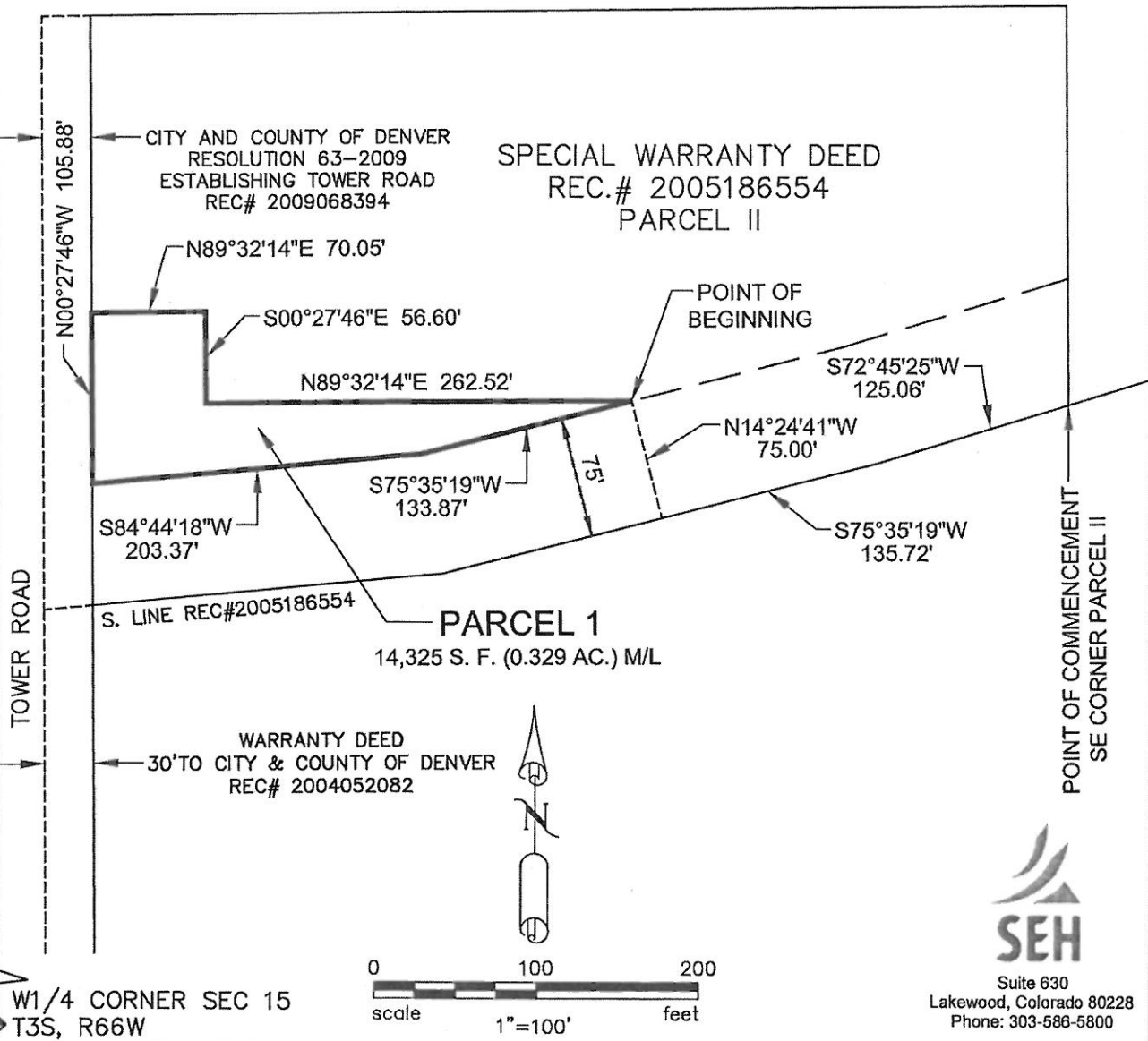
SHEET 3 OF 3

NW CORNER SEC 15
T3S, R66W

NW1/4 SEC. 15
T3S, R66W

BASIS OF BEARINGS N00°27'46"W, W. LINE NW1/4 SECTION 15
AS SHOWN ON GREEN VALLEY RANCH FILING NO. 37, REC# 2003004077

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Suite 630
Lakewood, Colorado 80228
Phone: 303-586-5800



**PERMANENT EASEMENT
PARCEL 2**

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID PARCEL ALSO BEING A PART OF PARCEL 3 AS DESCRIBED UNDER RECEPTION NUMBER 2005085490, DENVER COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 3;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3 THE FOLLOWING TWO (2) COURSES:

1. N56°32'07"W, A DISTANCE OF 91.71 FEET;
2. N23°53'22"W, A DISTANCE OF 293.74 FEET;

THENCE N66°06'38"E, A DISTANCE OF 75.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 75.00 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES, OF THE SOUTHWESTERLY LINE OF SAID PARCEL 3, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N23°53'22"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 31.33 FEET;
THENCE N59°30'01"W, A DISTANCE OF 140.30 FEET;
THENCE N81°27'46"E, A DISTANCE OF 13.42 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 119.34 FEET, THROUGH A CENTRAL ANGLE OF 69°46'29", HAVING A RADIUS OF 98.00 FEET AND A CHORD BEARING S63°38'59"E, A DISTANCE OF 112.10 FEET TO A POINT OF TANGENCY;

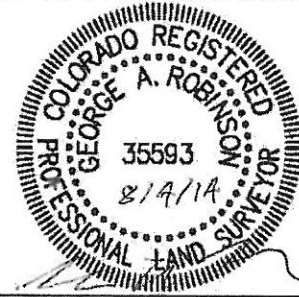
THENCE S28°45'44"E, A DISTANCE OF 17.22 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 39.02 FEET, THROUGH A CENTRAL ANGLE OF 22°48'38", HAVING A RADIUS OF 98.00 FEET AND A CHORD BEARING S17°21'25"E, A DISTANCE OF 38.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,097 SQUARE FEET (0.071 ACRES), MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, BEARINGS ARE BASED ON THE WEST LINE OF SAID NORTHWEST QUARTER, BEARING N00°27'46"W, AS SHOWN ON THE PLAT OF GREEN VALLEY RANCH FILING NO. 37 AS DESCRIBED UNDER RECEPTION NUMBER 2003004077, DENVER COUNTY RECORDS.

THE AUTHOR OF THIS DESCRIPTION IS GEORGE A. ROBINSON, PLS 35593, PREPARED ON BEHALF OF SEH INC., 390 UNION BOULEVARD, SUITE 630, LAKEWOOD, CO 80228, ON JANUARY 26, 2013 UNDER JOB NO. UDFCD 102591- 1.0, AND IS NOT TO BE CONSTRUED AS REPRESENTING A MONUMENTED LAND SURVEY.



George A. Robinson, PLS 35593

PERMANENT EASEMENT PARCEL 2 ILLUSTRATION

SHEET 3 OF 3

NW1/4 SEC. 15
T3S, R66W

SPECIAL WARRANTY DEED
REC.# 2005085490
PARCEL 3

N81°27'46"E
13.42'

$\Delta=69^{\circ}46'29''$
R=98.00', L=119.34'
CH=S63°38'59"E 112.10'

PARCEL 2
3,097 S. F. (0.071 AC.) M/L

N59°30'01"W
140.30'

S28°45'44"E 17.22'

$\Delta=22^{\circ}48'38''$
R=98.00', L=39.02'
CH=S17°21'25"E 38.76'

N23°53'22"W
31.33'

POINT OF BEGINNING

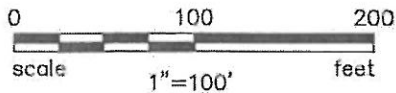
N66°06'38"E
75.00'

N23°53'22"W
293.74'

75'

N56°32'07"W 91.71'

POINT OF COMMENCEMENT
SE CORNER PARCEL 3



Suite 630
Lakewood, Colorado 80228
Phone: 303-586-5800

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