

**LONG-TERM LICENSE  
(56TH AVENUE POND, PIPELINES, AND CHANNEL)**

**THIS LONG-TERM LICENSE** (“License”) is entered into as of the Effective Date between the **CITY AND COUNTY OF DENVER**, a home rule city and Colorado municipal corporation, whose address is 1437 Bannock, Denver, Colorado 80202 (“City”), and **PARK CREEK METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 7350 East 29th Avenue, Suite 300, Denver, Colorado 80238 (“Licensee”).

**RECITALS**

**WHEREAS**, the City owns certain land within the former Stapleton International Airport (“Stapleton Site”), including the 56th Avenue right-of-way and certain adjacent parcels (“Access Property”); and

**WHEREAS**, the City and Licensee have entered into a Master Facilities Development Agreement (“MFDA”) for the purpose of coordinating the review and construction of phased infrastructure at the Stapleton Site; and

**WHEREAS**, the City and Licensee have entered or will enter into one or more Individual Facilities Development Agreement(s) (“IFDAs”), as required by the MFDA, related to the construction, operation, use, and/or maintenance of a sanitary sewer pipeline, storm drainage pond, stormwater pipeline, and channel and appurtenances thereto (“Infrastructure”), which Infrastructure is covered under this License, and eventually the Infrastructure will be conveyed to the City; and

**WHEREAS**, the Infrastructure will be located within the Access Property; and

**WHEREAS**, the Licensee and the City desire the Licensee, at no cost to the City, to construct the Infrastructure, and to operate and maintain the Infrastructure to be located within the Access Property in conformance with the MFDA and the applicable IFDA(s); and

**WHEREAS**, Licensee is qualified and ready, willing, and able to complete the construction, operation, and maintenance work required; and

**WHEREAS**, Licensee may have obtained a Thirty-Day Revocable and Nonexclusive License to begin work on the Access Property;

**NOW, THEREFORE**, the City and Licensee hereby set forth the terms and conditions for Licensee’s access as follows:

1. **ACCESS**. The purpose of this License is to authorize the Licensee’s nonexclusive access to the Access Property, as depicted in Exhibit A and legally described in Exhibit B attached hereto and incorporated herein by reference, in order to construct, operate, use, and maintain the Infrastructure (“Licensed Activities”). The Licensed Activities are

hereby authorized with respect to each of the parcels of Access Property depicted on Exhibit A as follows:

<b>CCD PARCEL NOS.</b>	<b>LICENSED ACTIVITIES</b>
LA-10A Rev. LA-10B LA-10C	Relocation of the 56th Avenue Retention Pond 80R (“Pond 80R”) in accordance with 56th Avenue Retention Pond 80R Relocation Storm Water Improvement Plans prepared by Matrix Design Group dated Sept. 2012, available in City Clerk File No. 13-0064-A, and incorporated herein by reference, or according to plans otherwise approved by the City (“Plans”)
LA-7 Rev. LA-8 Rev.	<ul style="list-style-type: none"> <li>(a) Relocation of Pond 80R in accordance with the Plans;</li> <li>(b) Operation, use, and maintenance of Pond 80R;</li> <li>(c) Construction of a future sanitary sewer pipeline, stormwater pipeline, and channel in accordance with construction plans approved by the City pursuant to the City’s standard development review and approval process; and</li> <li>(d) Operation, use, and maintenance of such sanitary sewer pipeline, stormwater pipeline, and channel to the extent required under the MFDA and applicable IFDA(s).</li> </ul>

The Parties agree that this License is not a lease of Access Property. The access granted herein is nonexclusive and is revocable by the City at the sole discretion of the City’s Manager of Public Works (“Manager”), as provided in paragraph 7. The Licensee agrees that all Licensed Activities conducted by Licensee shall be performed in accordance with the terms and conditions set forth herein, the MFDA, and any applicable IFDA.

2. **LICENSE FEE.** The City makes the grants herein in consideration of the construction, operation, use, and maintenance of the Infrastructure as provided herein and Licensee complying with all conditions herein.

3. **CITY’S EXCLUSIVE RIGHT.** City shall have the exclusive right to control, monitor, and establish procedures applicable to Licensee’s access to the Access Property. In addition, the City shall reserve the right of title, use, and occupancy of the Access Property, subject to the rights granted herein, *provided that* the City shall not unreasonably interfere with Licensee’s exercise of the rights granted hereunder.

4. **SPECIAL CONDITIONS OF ACCESS.** The City hereby grants to the Licensee a nonexclusive License to enter onto the Access Property for completing the Licensed Activities. The Licensee shall have access to the Access Property, *provided that* the following conditions are met:

- a. Licensee shall provide all notices and obtain all permits and approvals required by any federal, state, and local entities prior to commencing the Licensed Activities at the Access Property. The Parties shall cooperate with each other in obtaining necessary permits and approvals.
- b. The Licensed Activities conducted by the Licensee, its agents or contractors, pursuant to the terms of this License, shall be deemed to be taken on the Licensee's behalf and not as an agent for the City or its successors, assigns, or grantees.
- c. Access of people and equipment to the Access Property shall be in accordance with instructions received from the Manager. The Licensee shall notify the Manager, in writing, at least forty-eight (48) hours prior to the start of any Licensed Activities. This written notice requirement shall be waived in the event of any emergency situation requiring immediate access, such as equipment failure, power failure, required maintenance activities, and security concerns. In the event of such an emergency, Licensee will provide verbal notice to the Manager, and then follow up with written notice to the Manager within forty-eight (48) hours of such emergency. The Manager will provide necessary instructions regarding access logistics within a reasonable time after Licensee gives such written notice.
- d. Licensee shall not damage, destroy, or harm City property or any improvements thereon, including utilities located on City property. Licensee may remove utilities or improvements only upon written approval of the Manager.
- e. Licensee shall be solely responsible for locating all overhead, above ground, and underground utilities, including without limitation electrical, sewer, water, and other utilities. The City shall make information available to Licensee regarding any subsurface structures, pipelines, or cables that the Manager has knowledge of, but the City is not under a duty to inspect for the presence of such structures, pipelines, or cables. Licensee shall take all necessary precautions to avoid damage to, or injury from, such utilities. Licensee agrees to be solely responsible for any such damage to, or injury from, any such utilities on City property which result from the Licensed Activities conducted by Licensee.
- f. Before entering the Access Property to conduct the Licensed Activities, Licensee shall develop and implement an appropriate site health and

safety plan, forward a copy of the plan to the Manager, and shall conduct all aspects of the Licensed Activities in accordance with such plans and all applicable laws, regulations, and ordinances, including without limitation all U.S. EPA and OSHA requirements.

- g. The existing Pond 80R outfall shall remain in place until the new Pond 80R is constructed and operational.

5. **MATERIALS MANAGEMENT.** In addition to notification required under paragraph 9.a. below, the Licensee agrees to notify David Erickson, Denver Department of Environmental Health, at (720) 865-5433, and at *David.Erickson@denvergov.org*, immediately if during the course of the Licensed Activities pursuant to this License it encounters any Existing Contamination that is visible, odorous, or otherwise identified with the use of laboratory or mechanical analysis. Licensee shall manage Existing Contamination in accordance with the Materials Management Plan attached as Exhibit F to the MFDA (“Materials Management Work”). The City shall be entitled to observe the Materials Management Work related to such Existing Contamination by the Licensee and to receive all analytical data, split samples, and other information collected by Licensee.

6. **OPERATION AND MAINTENANCE.** Licensee shall be responsible for the operation and maintenance of Infrastructure, including landscaping, constructed in connection with the Licensed Activities to the extent provided in the MFDA or any applicable IFDA, and will maintain and restore all damage to the City’s property. Notwithstanding anything to the contrary in the foregoing sentence, the City shall not be responsible for operation and maintenance of the Infrastructure, including landscaping, unless and until such Infrastructure is accepted by the City pursuant to the MFDA and any applicable IFDA. In the event that the Licensee fails to reasonably operate and maintain the Infrastructure as provided herein, the City may cause such operation and maintenance to be performed at the expense of the Licensee, and no claim for damages against the City, or its officers or agents, shall be created by or made on account of such operation and maintenance.

7. **TERMINATION.**

- a. **Termination for Cause.** The Manager shall have the right to revoke or terminate this License effective twenty (20) business days following written notice to Licensee for Licensee’s failure to comply with any or all of the provisions of this License; *provided that* if Licensee has cured, or has commenced and is diligently working to cure, such breach, this License shall continue in effect, if such continuation is approved by the Manager.
- b. **Termination without Cause.** The Manager, in the Manager’s sole discretion, shall have the right to revoke or terminate this License for any reason, effective thirty (30) business days following notice to Licensee.

- c. **Termination by Transfer.** If not earlier terminated or expired, this License and the rights reserved to the City herein shall terminate automatically upon the conveyance of title to the Access Property to the Licensee or to Forest City Stapleton, Inc., or its designee, with respect to the portion of the Access Property conveyed. In the event only a portion of the Access Property is so conveyed, this License shall terminate only with respect to such portion of the Access Property so conveyed.
- d. **Documentation of Termination.** The Parties shall cooperate to execute any documents necessary to terminate or evidence the termination of this License. The Manager has the authority to execute such evidence of termination. Upon termination of this License, the use of the Access Property shall be controlled by the City's Charter, ordinances, regulations, and any other easements, licenses, permits, or any other agreement between the Parties to the MFDA.

8. **INDEMNIFICATION.** Licensee agrees, to the extent it legally may, and further agrees to cause its contractors, subcontractors, agents, and representatives to agree to indemnify, release, reimburse, and save harmless the City, its officers, agents, and employees: (a) from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including property and officers and employees of the City; and (b) from any and all claims, damage, suits, costs, expenses, liability, actions, or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from, or arising, directly or indirectly, out of the use and occupancy of the Access Property by Licensee and its contractors, subcontractors, agents, and representative; *except, however,* to the extent caused by the negligence or wrongful misconduct of the City or its contractors, agents, servants, or employees. Nothing herein shall be construed as a waiver of the protections afforded by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended. The provisions of this section shall expressly survive the termination of this License.

9. **ENVIRONMENTAL REQUIREMENTS.**

- a. **Generally.** In the case of the release, spill, discharge, leak, disturbance, or disposal of Hazardous Materials as a result of Licensee's or its contractors', subcontractors', agents', or representatives' activities at the Access Property, Licensee shall immediately control and diligently remediate all contaminated media to applicable federal, state, and local standards. Licensee shall reimburse the City for any penalties and all reasonable cost and expense, including without limitation reasonable attorneys' fees incurred by the City as a result of the release or disposal by Licensee or its contractors, subcontractors, agents, or representatives of any Hazardous Materials on the Access Property. Licensee shall also immediately notify the Manager, and the Manager of Environmental Health, in writing, of the release, spill, leak, discharge, or disturbance of Hazardous Materials, the control and remediation response actions taken by Licensee, and any responses, notifications, or actions taken by any

federal, state, or local agency with regard to such release, spill, or leak. Licensee shall make available to the Manager, and the Manager of Environmental Health, for inspection and copying, upon reasonable notice and at reasonable times, any or all of the documents and materials that Licensee has prepared pursuant to any requirement under this paragraph. If there is a requirement to file any notice or report of a release or threatened release of any Hazardous Materials at, on, under, or migrating from the Access Property, Licensee shall provide copies of all results of such report or notice to the Manager and the Manager of Environmental Health. For purposes of this License, the term "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), used oil or any petroleum products, natural gas, radioactive source material, pesticides, and 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 any chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

At the Manager's and the Manager of Environmental Health's reasonable request, Licensee shall conduct testing and monitoring as is necessary to determine whether any Hazardous Materials have entered the soil, groundwater, or surface water on or under the Access Property due to Licensee's use or occupation of the Access Property. Licensee shall provide copies of all results of such testing and monitoring to the Manager and the Manager of Environmental Health.

- b. **Existing Contamination.** In no event shall Licensee be obligated to indemnify, release, reimburse, or save harmless the City, its officers, agents, and employees, from any claims, damages, suits, costs, expenses, liability actions, or proceeding of any kind or nature related to Existing Contamination, and the City agrees not to sue Licensee with respect to such Existing Contamination, *unless* Licensee's negligent acts or omissions caused or exacerbated a release of such Existing Contamination. "Existing Contamination" shall mean Hazardous Materials existing on the Access Property as a result of the actions or omissions of any party except the Licensee.
- c. **Stormwater Management.** Without limiting any other obligation hereunder, the Licensee shall maintain all necessary permits for construction stormwater discharges ("Stormwater Permits") related to the Licensed Activities and any Licensee's construction activities on any portion of the Access Property. Such Stormwater Permits shall cover the overlapping areas of the Stormwater Management Plan ("SWMP")

for the 56th Avenue project under construction by the City to allow the City to exclude such overlapping areas from its 56th Avenue SWMP.

The City shall take reasonable steps to not interfere with or damage, and shall take reasonable steps to prevent its officers, agents, employees, and contractors from interfering with or damaging, any structures or measures that Licensee implements on the Access Property under the applicable SWMP and Stormwater Permits. If the City or its officers, agents, employees, or contractors damage or interfere with any such structures or measures, the City shall promptly cause its contractors to correct such damage or interference in a manner sufficient to avoid any violation of the Licensee's Stormwater Permits or cause its contractors to pay to Licensee an amount sufficient to compensate for the loss sustained by the Licensee as a result of such damage or interference. However, if the Licensee modifies the SWMP or Stormwater Permits during the term of this License, the City shall have no obligation to cause its contractors to correct or reimburse the Licensee for any such damage to any modified structure or measure unless the Manager received notice at least twenty-four (24) hours in advance of such modification and approved such modification. Notification shall include any amendment to the SWMP or Stormwater Permits.

The City shall provide Licensee sufficient operational control over the Access Property to: (1) implement applicable SWMP, (2) comply with the Stormwater Permits, and (3) address the impacts that construction activity may have on stormwater quality. If this License is terminated, revoked, or modified in a manner that limits or eliminates such operational control prior to completion of the Licensed Activities, the City shall work with Licensee to ensure that the Licensee completes all steps necessary to terminate the Licensee's Stormwater Permit(s) with respect to the Access Property. If the Manager elects to require the Licensee to terminate the Licensee's Stormwater Permit(s) with respect to the Access Property, the Licensed Activities shall be limited to those activities necessary to complete site stabilization and/or such other necessary steps to terminate Licensee's Stormwater Permit(s) as soon as is reasonably possible, and Licensee shall work diligently to complete such activities.

**10. COMPLIANCE WITH LAWS.** All persons or entities utilizing the Access Property pursuant to this License must observe and comply with any applicable provisions of the Charter, ordinances, and rules and regulations of the City, including, to the extent they apply to Licensee's activities on City property, complying with: (1) the City's Prevailing Wage Ordinance, Section 20-76 *et seq.* of the Denver Revised Municipal Code, and (2) the City's Small Business Enterprise Ordinance, Section 28-205 *et seq.* of the Denver Revised Municipal Code, and with all applicable Colorado and federal laws. Licensee shall obtain, at

its sole cost, all necessary permits for the License Activities under this License. Licensee agrees to pay any and all fines, assessments, and fees related to its work under this License.

**11. INSURANCE.** Licensee agrees to secure, and/or cause its contractor(s) to secure, the following insurance covering all operations, goods, or services provided pursuant to this License and provide copies of insurance certificates to the City evidencing such insurance coverage as a condition of entering the Access Property. Licensee shall keep, or require the required insurance coverage to be kept, in force at all times during the term of the License, or any extension thereof, during any warranty period, and for three (3) years after termination of the License. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-” VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this License. Such 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, Licensee shall provide written notice of cancellation, non-renewal, and any reduction in coverage to the parties identified in the Notices section within three (3) business days of such notice by its insurer(s). If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Licensee. The City shall not be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this License are the minimum requirements, and these requirements do not lessen or limit the liability of the Licensee. The Licensee shall maintain or cause to be maintained, at no expense to the City, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this License.

- a. **Proof of Insurance:** Licensee and/or its contractor(s) shall provide a copy of this License to their respective insurance agents or brokers. Licensee may not commence services or work relating to the License prior to placement of coverage and submittal to the City of a certificate of insurance or other proof of insurance evidencing such coverage. Licensee certifies that the certificates or other proof of insurance submitted hereunder comply with all insurance requirements of this License. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this License shall not act as a waiver of Licensee’s breach of this License or of any of the City’s rights or remedies under this License. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
  
- b. **Additional Insureds:** For Commercial General Liability, Auto Liability, and Pollution Liability, Licensee’s and its contractors’ and consultants’ insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.



- c. **Waiver of Subrogation:** All coverages shall waive subrogation rights against the City.
- d. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers, or other entities providing goods or services required by this License) shall be subject to all of the requirements herein and shall maintain the same coverages required of the Licensee. Licensee shall include or require its contractor(s) to include all such subcontractors and subconsultants as additional insureds under its policies (with the exception of Workers' Compensation), or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Licensee agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- e. **Workers' Compensation/Employer's Liability Insurance:** Licensee shall maintain and/or cause its contractor(s) to maintain the coverage as required by statute for each work location and to 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. Licensee expressly represents to the City, as a material representation upon which the City is relying in entering into this License, that none of the Licensee'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 License, and that any such rejections previously effected have been revoked as of the date Licensee executes this License.
- f. **Commercial General Liability:** Licensee shall maintain and/or cause its contractor(s) to 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.
- g. **Business Automobile Liability:** Licensee shall maintain and/or cause its contractor(s) to 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 under this License
- h. **Contractors' Pollution Liability:** Licensee shall maintain, or cause its contractors or consultants to maintain, limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate during any period of construction. Such policy shall include bodily injury; property damage, including loss of use of damaged property; defense costs, including costs and expenses incurred in the investigation, defense, or settlement of

claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion), and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

**i. Additional Provisions:**

- (1) For Commercial General Liability, the policy must provide the following:
  - (i) that this License is an Insured Contract under the policy;
  - (ii) defense costs are in excess of policy limits;
  - (iii) a severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  - (iv) a provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (2) For claims-made coverage, the retroactive date must be on or before the Effective Date or the first date when any goods or services were provided to the City, whichever is earlier.
- (3) Licensee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At no expense to the City, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Licensee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**12. BONDS.** Prior to commencement of any construction on the Property, Licensee's contractors shall furnish bonds to Licensee and the City assuring 100% performance and labor and material payment of Licensee's construction activity in the amount of 100% of the construction contract price. Such bonds shall guarantee prompt and faithful performance of Licensee's construction contract and prompt payment by Licensee's contractors to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools, and equipment used directly or indirectly by said contractors, subcontractors, and suppliers in the prosecution of the work provided for in Licensee's construction agreement, and shall protect the City from any liability, losses, or damages therefrom. The payment bond and the performance bond shall name Licensee as the obligee, with the City named on the dual obligee rider. Licensee shall furnish a copy of such bonds to the Manager. All bonds shall be issued by a surety company which is licensed to transact business in the State of Colorado and which is satisfactory to and approved by the

City. If a bond is executed by an attorney-in-fact of the surety, a power of attorney must be attached to the bond.

**13. TERM.** This Permit shall commence on the Effective Date and terminate the earlier of (i) fifty (50) years following the Effective Date, or (ii) the date of termination pursuant to paragraph 7 above (“Expiration Date”).

**14. RESTORATION.** Upon the termination of this License pursuant to paragraph 7.a. or 7.b. above, Licensee shall vacate the Access Property and restore the Access Property to a condition reasonably satisfactory to the Manager, including the removal of any of the Licensee’s property, unless otherwise agreed to by the Manager or unless otherwise required pursuant to paragraph 9.c. above. If Licensee shall fail or neglect to remove said property and so restore the Access Property, then, at the option of the Manager, the Licensee’s Property shall either become the property of the City without compensation therefore, or the City may cause it to be removed and the Access Property to be so restored at the expense of the Licensee, and no claim for damages against the City, or its officers or agents, shall be created by or made on account of such removal and restoration.

**15. NOTICES.** All notices required to be given to the City or Licensee hereunder shall be in writing and sent to:

the City:

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

Department of Public Works  
2000 W. 3rd Avenue, Room 107  
Denver, CO 80223-1027  
Attn: Russell Price

*with a copy to:*

City Attorney’s Office  
201 W. Colfax Avenue, Dept. 1207  
Denver, CO 80202  
Attn: Karen Aviles

the District:

Park Creek Metropolitan District  
District Manager  
7350 East 29th Avenue, Suite 300  
Denver, CO 80238

*with a copy to:*

Paul Cockrel, Esq.  
Collins, Cockrel & Cole  
390 Union Blvd., Suite 400  
Lakewood, CO 80228

and: Forest City Stapleton, Inc.  
7351 East 29th Avenue  
Denver, CO 80238  
Attn: John Lehigh

Such notices shall be in writing and hand delivered during normal business hours to the appropriate office above, or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon receipt. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**16. APPLICABLE LAW.** This License shall be deemed to have been made in, and shall be construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. Venue for any action based on this License shall be in a court of proper jurisdiction in the City and County of Denver, State of Colorado.

**17. PERSONAL GRANT.** The rights of the Licensee hereunder are personal to the Licensee and may not be assigned by Licensee, *except that* Licensee may allow access to its contractors and subcontractors performing the Licensed Activities, and shall not constitute an interest in real property and shall not run with the land. Subject to the foregoing, this License shall be binding on the parties hereto and their successors and assigns.

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

**19. SUBJECT TO APPROPRIATION.** Any obligation of the City under this License shall extend only to monies appropriated for the purpose of this License by the Denver City Council and encumbered for the purposes of this License.

**20. FINAL APPROVAL.** This License is expressly subject to and shall not be or become effective or binding on the City until fully executed by all signatories of the City and County of Denver.

**21. SURVIVAL.** Paragraphs 6, 8, 9, and 14 shall survive the termination of the access granted.

**22. CAPITALIZED TERMS.** Capitalized terms shall have the meanings set forth herein or in the Recitals hereto.

**23. AUTHORITY TO EXECUTE.** The person signing for the Licensee warrants that he or she has the complete authority to sign on behalf of and bind the Licensee.

24. **EFFECTIVE DATE.** The Effective Date shall be the date on the City's signature page below.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have executed this License as of \_\_\_\_\_, 2013.

**CITY AND COUNTY OF DENVER,**  
a Colorado Municipal Corporation

By: \_\_\_\_\_  
Mayor

ATTEST:

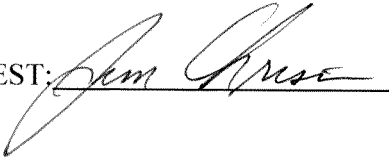
By: \_\_\_\_\_  
Debra Johnson  
Clerk and Recorder  
Ex-Officio Clerk of the  
City and County of Denver

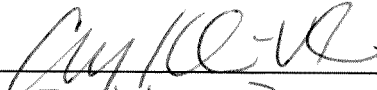
APPROVED AS TO FORM:

Douglas J. Friednash, Attorney for the  
City and County of Denver

By: \_\_\_\_\_  
Assistant City Attorney

**PARK CREEK METROPOLITAN DISTRICT**  
Taxpayer ID No. 84-1553271

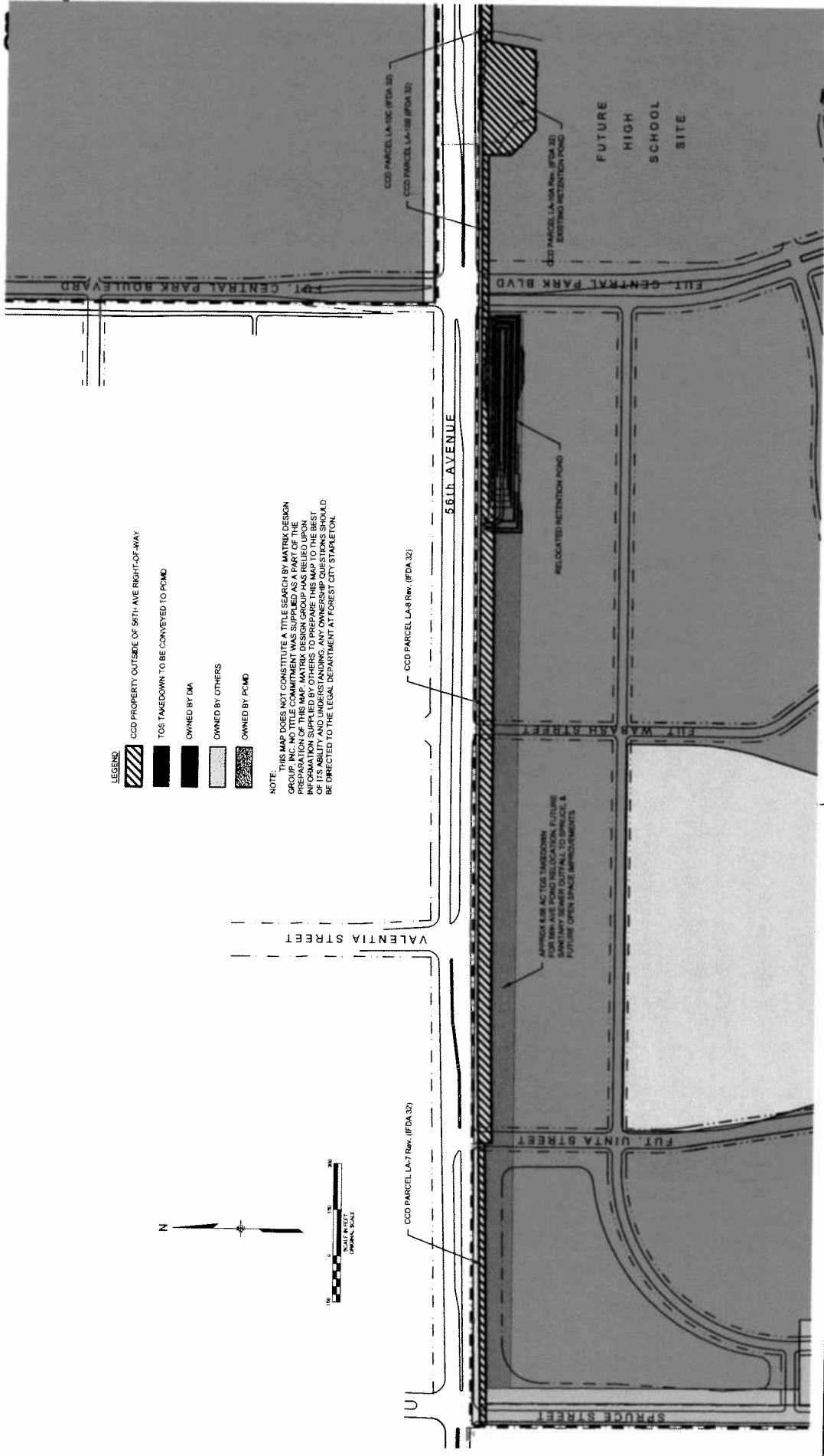
ATTEST: 

By:   
Title: First Vice President

**EXHIBIT A**

**ACCESS PROPERTY DEPICTION**





- LEGEND**
- CCD PROPERTY OUTSIDE OF 56TH AVE RIGHT-OF-WAY
  - TOS TAKE-DOWN TO BE CONVEYED TO PCMD
  - OWNED BY DMA
  - OWNED BY OTHERS
  - OWNED BY PCMD

**NOTE:** THIS MAP DOES NOT CONSTITUTE A TITLE SEARCH BY MATRIX DESIGN GROUP, INC. NO TITLE COMMITMENT WAS SUPPLIED AS A PART OF THE PREPARATION OF THIS MAP. MATRIX DESIGN GROUP HAS RELIED UPON INFORMATION SUPPLIED BY OTHERS TO PREPARE THIS MAP TO THE BEST OF ITS ABILITY. THE USER OF THIS MAP SHOULD BE DIRECTED TO THE LEGAL DEPARTMENT AT FOREST CITY STAPLETON.

<p><b>PRELIMINARY</b> FOR CITY REVIEW NO CONTRACTS TO BE AWARDED OR BIDDING TO BE OPENED</p>		<p><b>FOR AND ON BEHALF OF</b> MATRIX DESIGN GROUP, INC. PROJECT NO. 12001156</p>	
<p><b>Forest City Development</b> CITY AND COUNTY OF SEVENTH DEVELOPMENT SERVICES - SITE ENGINEERING PROJECT NAME: 56TH AVENUE RETENTION POND RELOCATION</p>			
<p><b>DPS Pond Relocation Takedown</b></p>			
DATE	BY	DATE	BY
<p><b>COMPUTER FILE MANAGEMENT</b> FILE NAME: R-12-001-156-2012-Stapleton-12001156-DPS-Pond-Relocation-Construction-TOS-12-001156.dwg PLOT: 04/16/2012 2:28 AM USER: jsmith@fcstapleton.com PLOT: 04/16/2012 2:28 AM</p>			
<p>DATE PLOTTED: 04/16/2012 2:28 AM PLOT: 04/16/2012 2:28 AM USER: jsmith@fcstapleton.com PLOT: 04/16/2012 2:28 AM</p>		<p>DATE PLOTTED: 04/16/2012 2:28 AM PLOT: 04/16/2012 2:28 AM USER: jsmith@fcstapleton.com PLOT: 04/16/2012 2:28 AM</p>	

**EXHIBIT B**

**ACCESS PROPERTY LEGAL DESCRIPTIONS**

**PROJECT CODE: 16749**  
**PROJECT NUMBER: STU-M320-058**  
**LAND ACQUISITION TK-7A (LA-7 REV.)**  
**DATE: MARCH 31, 2010**

**DESCRIPTION**

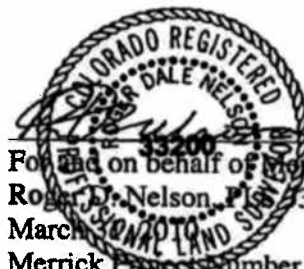
Land Acquisition TK-7A (LA-7 REV.) of the City and County of Denver, State of Colorado, Project Code 16749, Project Number STU-M320-058, containing 0.420 acres (18,296 sq. ft.), more or less, located in the Northwest Quarter of Section 16, Township 3 South, Range 67 West, of the Sixth Principal Meridian, City and County of Denver, State of Colorado, said land acquisition being more particularly described as follows:

**COMMENCING** at the North Quarter corner of said Section 16, a 3 1/4" aluminum cap in a range box stamped "PLS 34183" in a median 0.7 feet below the sod surface, whence the Northwest corner of said Section 16, a number six rebar with a 3 1/2" aluminum cap stamped "PLS 34183, 2007", 0.2' below the concrete surface in a range box bears S89°39'49"W a distance of 2639.25 feet;

Thence S83°43'51"W a distance of 919.10 feet to the **POINT OF BEGINNING**;

1. Thence N89°00'21"E a distance of 914.73 feet to the easterly line of said Northwest Quarter of Section 16;
2. Thence S00°40'06"E along said easterly line of the Northwest Quarter of Section 16 a distance of 20.00 feet;
3. Thence S89°00'21"W a distance of 914.84 feet;
4. Thence N00°20'47"W a distance of 20.00 feet to the **POINT OF BEGINNING**.

The above described land acquisition contains 0.420 acres (18,296 sq. ft.), more or less.



For and on behalf of Merrick & Company  
Roger D. Nelson, PLS #3200  
March 31, 2010  
Merrick Project Number 0301525302  
2450 S. Peoria Street  
Aurora, CO 80014  
(303) 353-3916

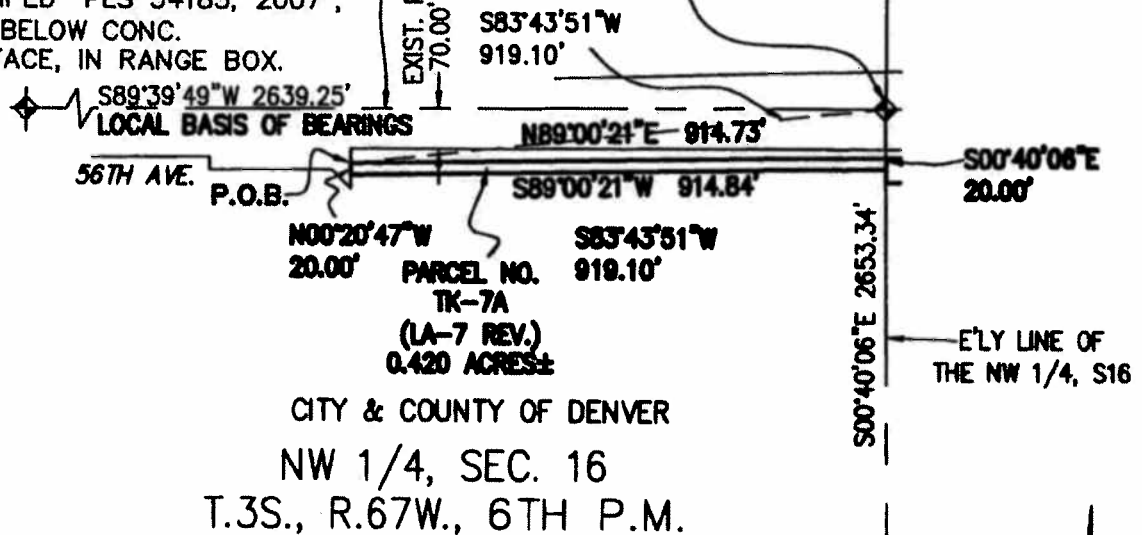
**Project Basis of Bearings: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983(92), central zone and are based on a line bearing N89°29'46"E between the Northwest Corner of said Section 15, T.3S., R.67W., 6<sup>TH</sup> P.M., being a found 3" Brass Cap stamped "DWD PLS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



For and on behalf of Merrick & Company  
Roger O. Nelson, PLS #13200  
March 3, 2000  
Merrick Project Number 0301525302  
2450 S. Peoria Street  
Aurora, CO 80014  
(303) 353-3916

NW COR. SEC. 16  
 T. 3 S., R. 67 W., 6TH PM  
 FOUND #6 REBAR W/  
 3 1/2" ALUM. CAP  
 STAMPED "PLS 34183, 2007",  
 0.2' BELOW CONC.  
 SURFACE, IN RANGE BOX.

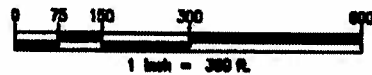
**POINT OF COMMENCEMENT**  
 N 1/4 COR. SEC. 16  
 T. 3 S., R. 67 W., 6TH PM  
 FOUND #6 REBAR W/  
 3 1/4" ALUM. CAP STAMPED  
 "PLS 34183", IN RANGE BOX,  
 IN MEDIAN, 0.7' BELOW SOD  
 SURFACE.




CITY & COUNTY OF DENVER  
 NW 1/4, SEC. 16  
 T.3S., R.67W., 6TH P.M.

C 1/4 COR. SEC. 16  
 T. 3 S., R. 67 W., 6TH PM  
 FOUND #6 REBAR W/  
 3 1/4" ALUM. CAP  
 STAMPED "PLS 20683, 2007",  
 0.5' BELOW SANDY SURFACE.

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



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

CITY AND COUNTY OF DENVER 56TH AVE. QUEBEC TO HAVANA		
<b>NOTE:</b> LAND ACQUISITION TK-7A (LA-7 REV)		
REVISIONS	ORDINANCE NO.	SHEET NO.
		1 OF 1

**PROJECT CODE: 16749**  
**PROJECT NUMBER: STU-M320-058**  
**LAND ACQUISITION TK-8A (LA-8 REV.)**  
**DATE: MARCH 31, 2010**

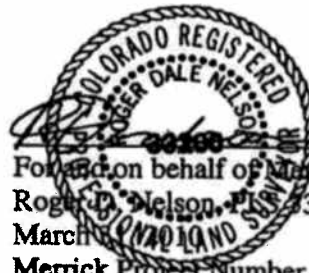
**DESCRIPTION**

Land Acquisition TK-8A (LA-8 REV.) of the City and County of Denver, State of Colorado, Project Code 16749, Project Number STU-M320-058, containing 2.645 acres (115,238 sq. ft.), more or less, located in the Northeast Quarter of Section 16, Township 3 South, Range 67 West, of the Sixth Principal Meridian, City and County of Denver, State of Colorado, said land acquisition being more particularly described as follows:

**COMMENCING** at the North Quarter corner of said Section 16, a 3 1/4" aluminum cap in a range box stamped "PLS 34183" in a median 0.7 feet below the sod surface, whence the Northeast corner of said Section 16, a 3" brass cap stamped "DWD PLS 16398, 1987" in a range box, 1.6 feet below the surface bears N89°39'13"E, a distance of 2680.40 feet;

Thence S00°40'06"E along the westerly line of said Northeast Quarter of Section 16 a distance of 84.50 feet to the **POINT OF BEGINNING**;

1. Thence N89°00'21"E a distance of 353.81 feet;
2. Thence N89°39'13"E along a line 80.50 feet southerly of and parallel with the northerly line of said Northeast Quarter of Section 16 a distance of 2326.23 feet to the easterly line of said Northeast Quarter of Section 16;
3. Thence S0°24'46"E along said easterly line of the Northeast Quarter of Section 16 a distance of 43.00 feet;
4. Thence S89°39'13"W along a line 123.50 feet southerly of and parallel with said northerly line of Northeast Quarter of Section 16 a distance of 2326.03 feet;
5. Thence S89°00'21"W a distance of 353.81 feet to said westerly line of the Northeast Quarter of Section 16;



For and on behalf of Merrick & Company  
Roger Dale Nelson, PLS 03200  
March 31, 2010  
Merrick Project Number 0301525302  
2450 S. Peoria Street  
Aurora, CO 80014  
(303) 353-3916

6. Thence N00°40'06"W along said westerly line of the Northeast Quarter of Section 16 a distance of 43.00 feet to the POINT OF BEGINNING.

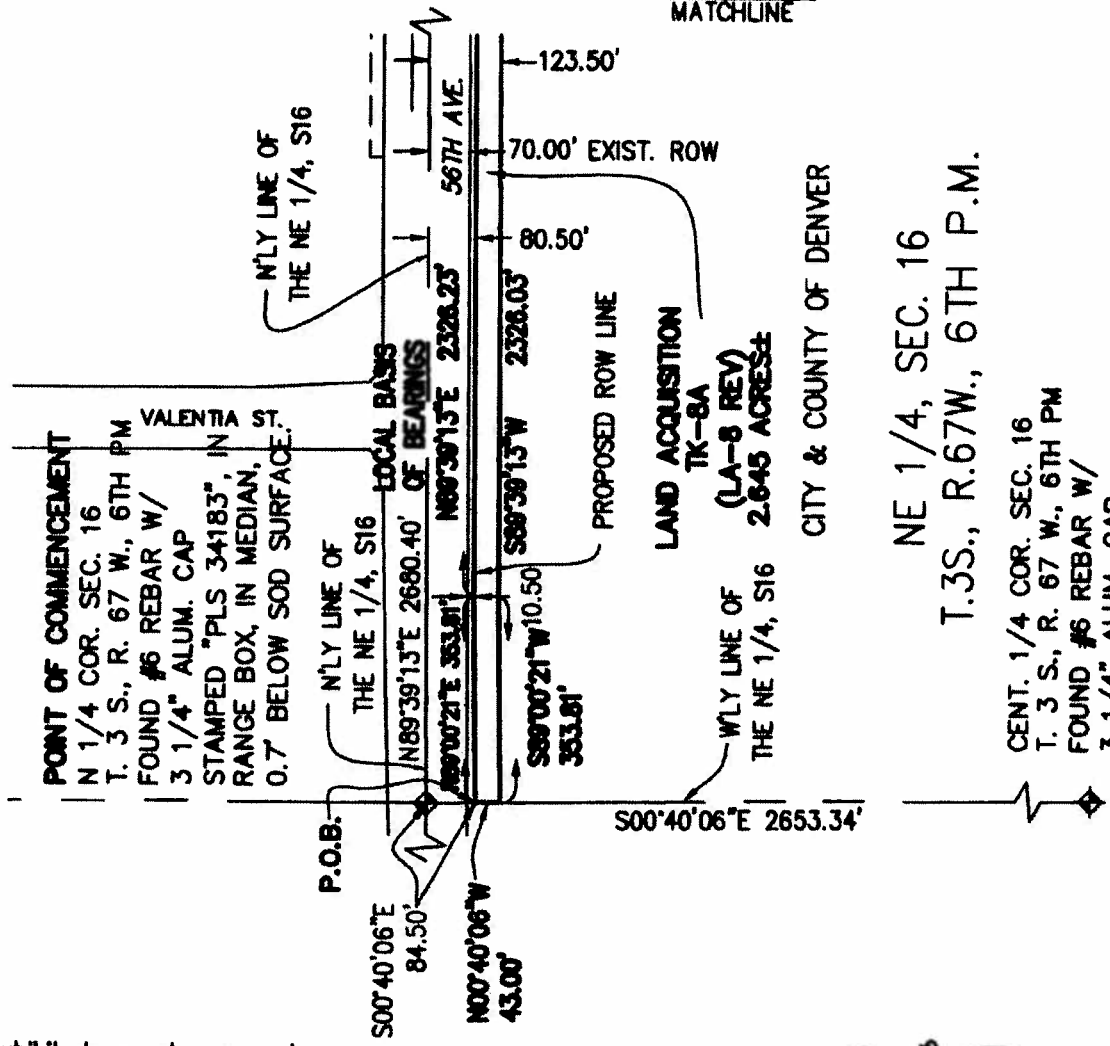
The above described land acquisition contains 2.645 acres (115,238 sq. ft.), more or less.

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



For and on behalf of Merrick & Company  
Roger D. Nelson, PLS # 3200  
March 2010  
Merrick Project Number 0301525302  
2450 S. Peoria Street  
Aurora, CO 80014  
(303) 353-3916

SEE SHT. 2  
MATCHLINE



**POINT OF COMMENCEMENT**  
 N 1/4 COR. SEC. 16  
 T. 3 S., R. 67 W., 6TH PM  
 FOUND #6 REBAR W/  
 3 1/4" ALUM. CAP  
 STAMPED "PLS 34183", IN  
 RANGE BOX, IN MEDIAN,  
 0.7' BELOW SOD SURFACE.

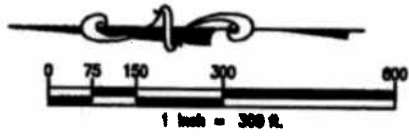
P.O.B.  
 N'LY LINE OF  
 THE NE 1/4, S16  
 LOCAL BASIS  
 N89°39'13"E 2680.40' OF BEARINGS

LAND ACQUISITION  
 TK-8A  
 (LA-8 REV)  
 2.645 ACRES±  
 CITY & COUNTY OF DENVER

NE 1/4, SEC. 16  
 T.3S., R.67W., 6TH P.M.

CENT. 1/4 COR. SEC. 16  
 T. 3 S., R. 67 W., 6TH PM  
 FOUND #6 REBAR W/  
 3 1/4" ALUM. CAP  
 STAMPED "PLS 20683, 2007",  
 0.5' BELOW SANDY SURFACE.

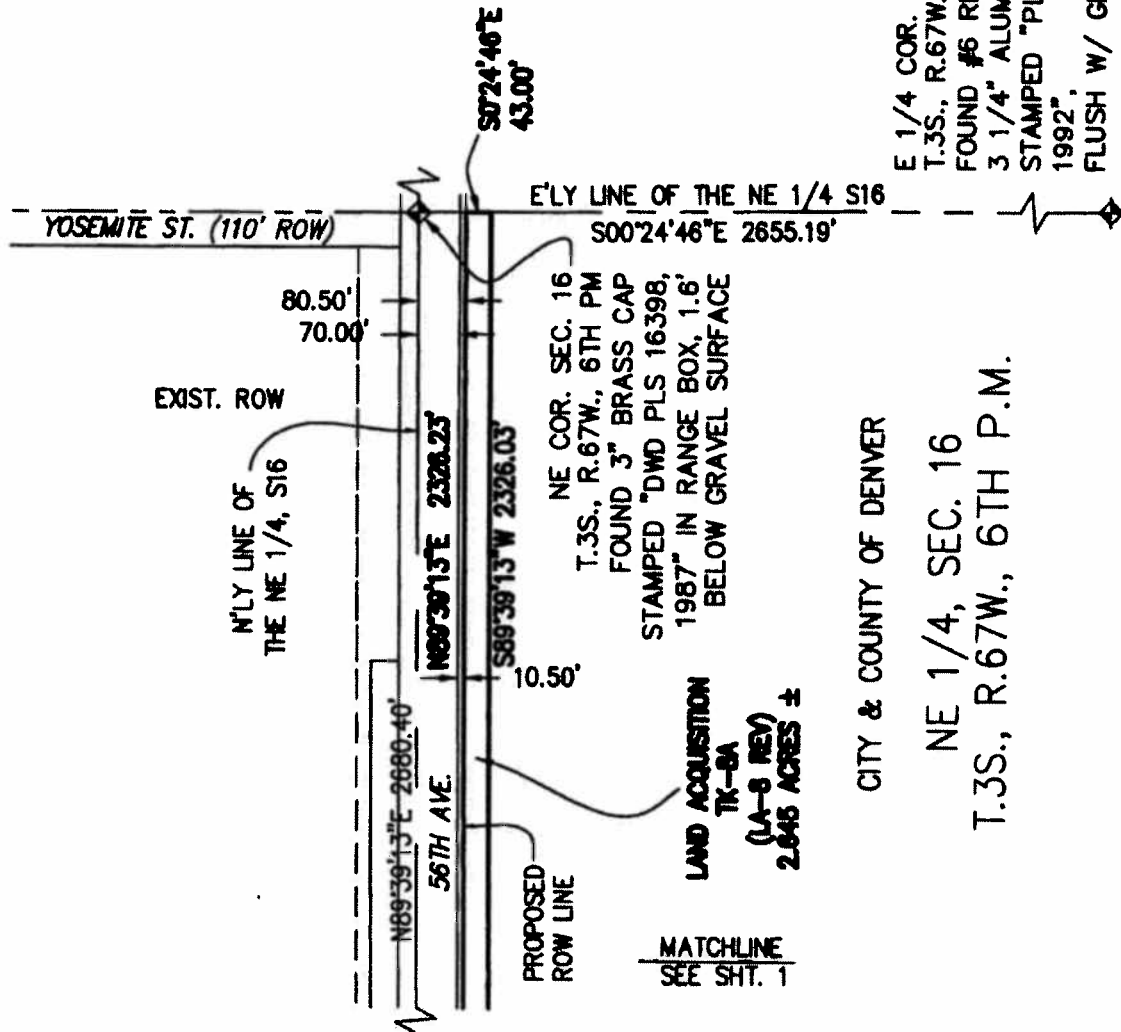
**NOTE**  
 This exhibit does not represent a  
 monumented survey.  
 It is intended only to depict the attached  
 description.



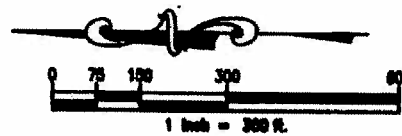
MERRICK PROJECT NO.	0301525302
CLIENT PROJECT NO.	STU-M320-058
REVISION DESCRIPTION	
DIVISION	MSD
DATE	03/31/10
SCALE	1"=300'
<b>MERRICK</b> Engineers & Architects 2450 South Peoria Street, Aurora, Colorado 80014	


CITY AND COUNTY OF DENVER 56TH AVE. QUEBEC TO HAVANA		
<b>LAND ACQUISITION</b> TK-8A (LA-8 Rev)		
REVISION:	DRAWING NO.	SHEET NO.
		1 OF 2





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



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

CITY AND COUNTY OF DENVER 56TH AVE. QUEBEC TO HAVANA		
<b>LAND ACQUISITION</b> TK-8A (LA-8 Rev)		
REVISION	ISSUING NO.	SHEET NO.
		2 OF 2

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

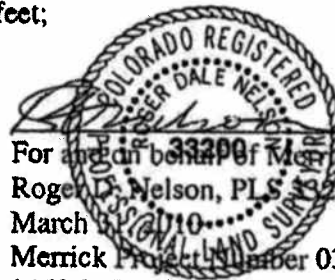
**DESCRIPTION**

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

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

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

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

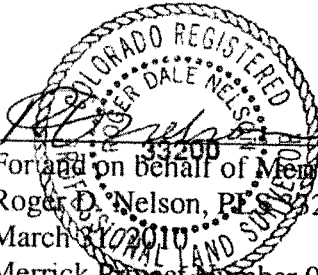


For and on behalf of Merrick & Company  
Roger D. Nelson, PLS 33290  
March 31, 2010  
Merrick Project Number 0301525302  
2450 S. Peoria Street  
Aurora, CO 80014  
(303) 353-3916

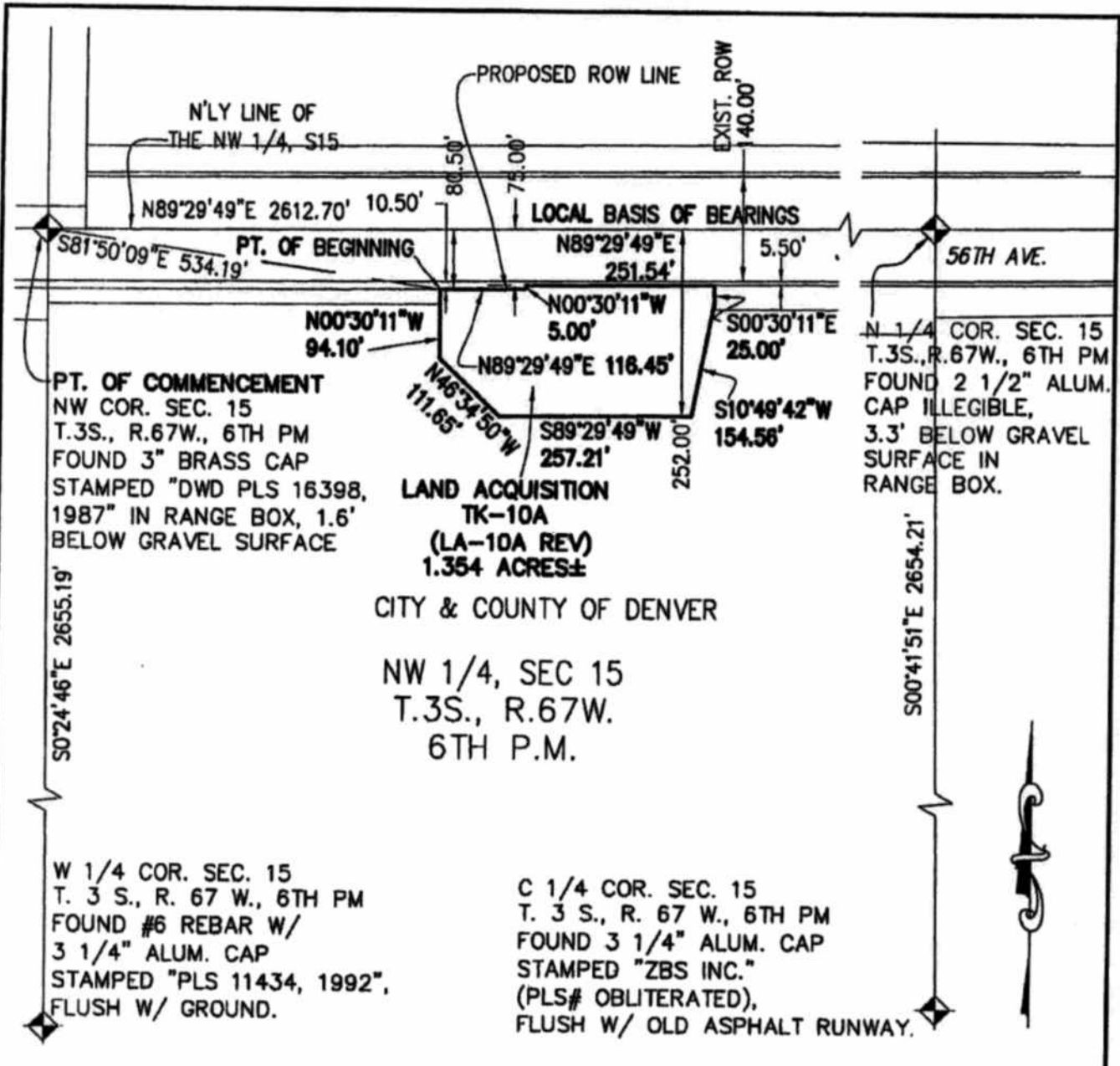
8. Thence N00°30'11"W a distance of 94.10 feet to the **POINT OF BEGINNING**.

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

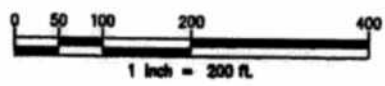
Project Basis of Bearings: Bearings are Grid bearings of the Colorado state plane coordinate system of 1983(92), central zone and are based on a line bearing N89°29'46"E between the Northwest Corner of said Section 15, T.3S., R.67W., 6<sup>TH</sup> P.M., being a found 3" Brass Cap stamped "DWD PLS 16398,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



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



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



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

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

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

**DESCRIPTION**

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

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


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

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

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

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

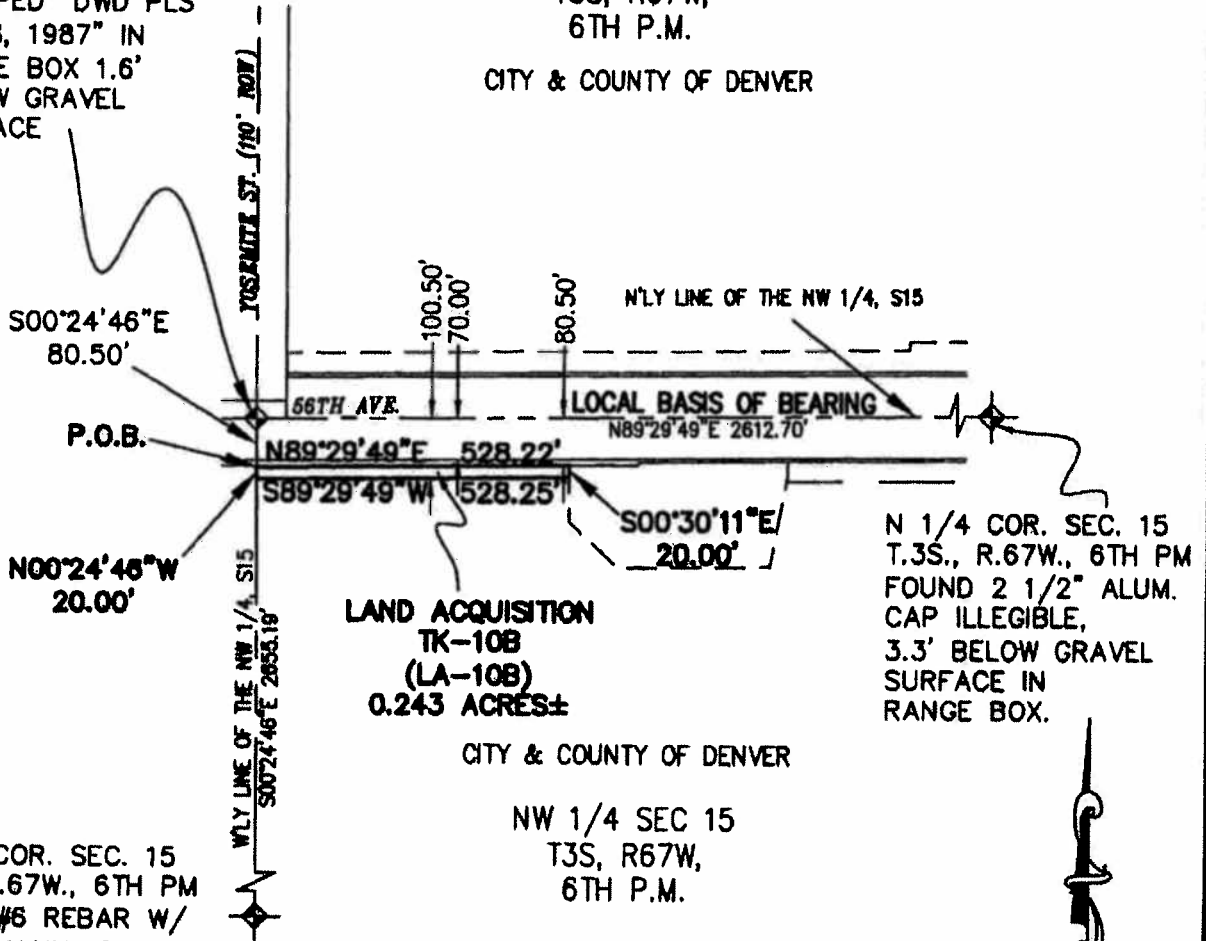
**Project Basis of Bearings:** Bearings are Grid bearings of the Colorado state plane coordinate system of 1983(92), central zone and are based on a line bearing N89°29'46"E between the Northwest Corner of said Section 15, T.3S., R.67W., 6<sup>TH</sup> P.M., being a found 3" Brass Cap stamped "DWD PLS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



*R. Nelson*  
For and on behalf of Merrick & Company  
Roger D. Nelson, PLS 33209  
March 31, 2010  
Merrick Project Number 0301525302  
2450 S. Peoria Street  
Aurora, CO 80014  
(303) 353-3916

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

SW 1/4 SEC 10  
 T3S, R67W,  
 6TH P.M.  
 CITY & COUNTY OF DENVER



N00°24'46"W  
 20.00'

**LAND ACQUISITION**  
 TK-10B  
 (LA-10B)  
 0.243 ACRES±

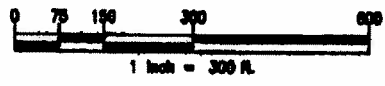
N 1/4 COR. SEC. 15  
 T.3S., R.67W., 6TH PM  
 FOUND 2 1/2" ALUM.  
 CAP ILLEGIBLE,  
 3.3' BELOW GRAVEL  
 SURFACE IN  
 RANGE BOX.


CITY & COUNTY OF DENVER

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

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

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



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

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



**Legal Description of a portion of TK-10C (LA-10C)**

A Parcel of land being a portion of unplatted land lying in the Northwest Quarter of Section 15, Township 3 South, Range 67 West of the 6th Principal Meridian, which contains a portions of Parcel TK-10C (LA-10C) as recorded under Reception No. 2010075675 of the City and County of Denver's Clerk and Recorders Office, City and County of Denver, State of Colorado, more particularly described as follows:

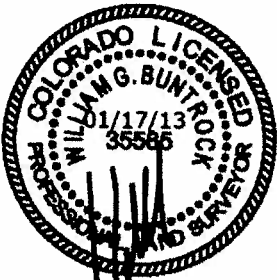
Commencing at the Northwest Corner of Section 15, being monumented with a 3" brass cap in range box stamped "PLS 16398" whence the North Quarter Corner of Section 15, being monumented with a 2 1/2" aluminum cap in range box stamped "PLS 11434" bears N 89°29'45" E, a distance of 2612.71 feet;

Thence along the northerly line of the Northwest Quarter of Section 15 N 89°29'45" E, a distance of 896.08 feet; Thence S 00°30'15" E, a distance of 75.50 feet to the northwesterly corner of said parcel of land known as TK-10C (LA-10C) and the **POINT OF BEGINNING**.

Thence along the northerly line of said parcel N 89°29'45" E, a distance of 414.02 feet; Thence S 00°00'00" W, a distance of 33.00 feet to the southerly line of said parcel; Thence along the southerly line of said parcel S 89°29'45" W, a distance of 415.35 feet to the southwesterly corner of said parcel;

Thence along the westerly line of said parcel the following two courses: 1) N 10°54'57" E, a distance of 8.16 feet; 2) N 00°30'11" W, a distance of 25.00 feet to the **POINT OF BEGINNING**.

The above parcel contains 13,664.42 Square Feet or 0.31 Acres more or less.

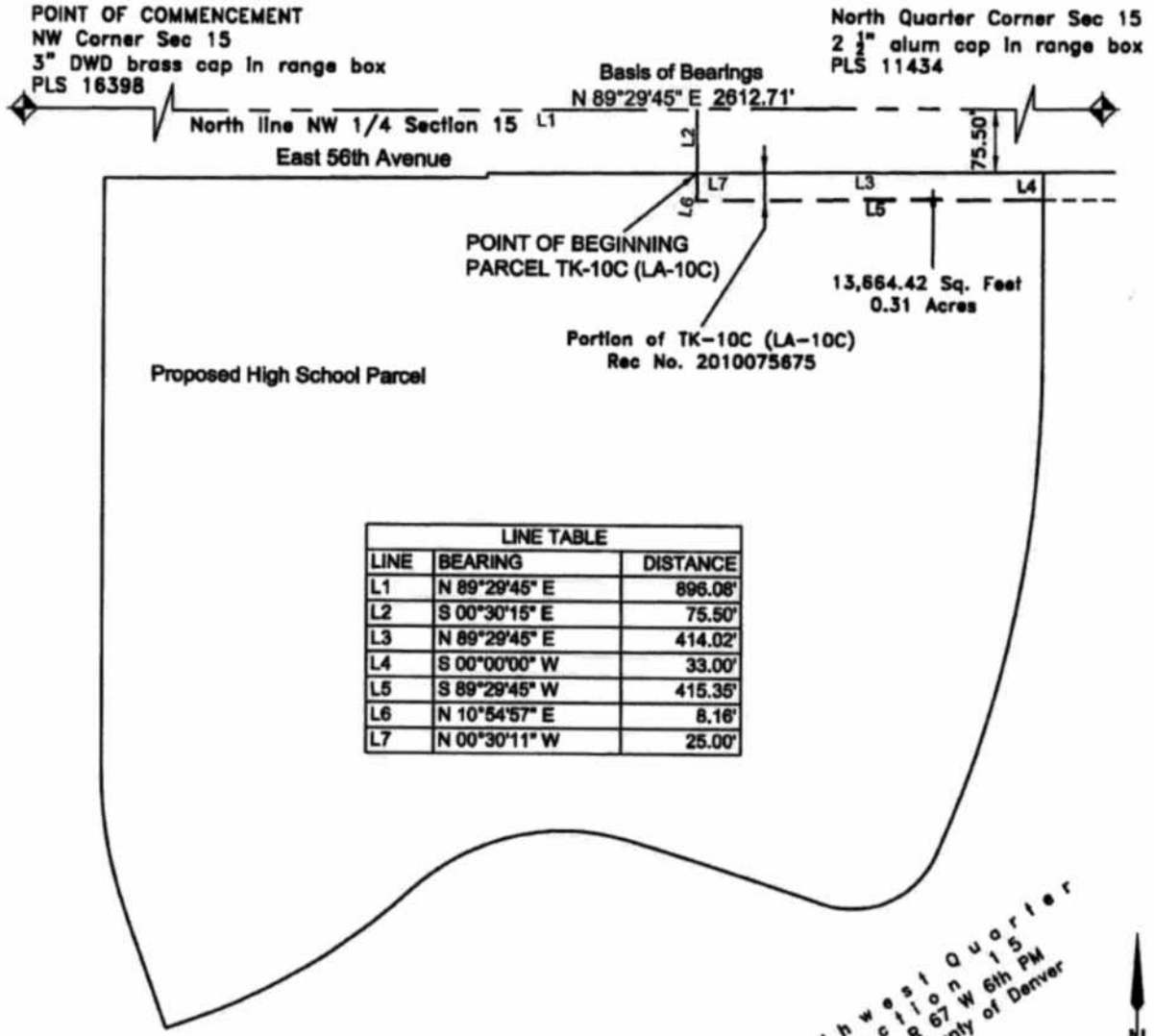


William G Buntrock, PLS  
Colorado Licensed Land Surveyor No. 35585  
TRUE NORTH Surveying & Mapping, LLC  
TN 12011



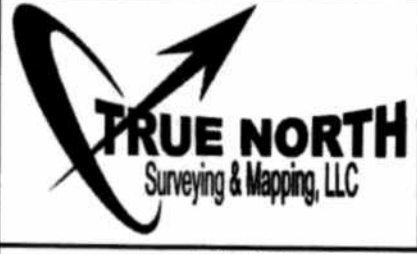
NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°29'45" E	896.08'
L2	S 00°30'15" E	75.50'
L3	N 89°29'45" E	414.02'
L4	S 00°00'00" W	33.00'
L5	S 89°29'45" W	415.35'
L6	N 10°54'57" E	8.16'
L7	N 00°30'11" W	25.00'

Northwest Quarter  
 Section 15  
 T 35 S R 67 W 6th PM  
 City and County of Denver



DATE	01/17/13
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 12011
HORIZ. SCALE	1" = 200'