

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.

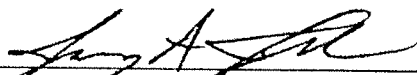
x. Authority: Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Amendment on behalf of the Party and to bind the Party to its terms. The person(s) executing this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

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



Amendment to Trail Easement Agreement

HC Land Investment, LLC, a Colorado Limited Liability Company

By: Robert M Evans
Name: ROBERT M EVANS
Title: SR. VICE PRESIDENT
Date: 7-21-2014



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"

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:

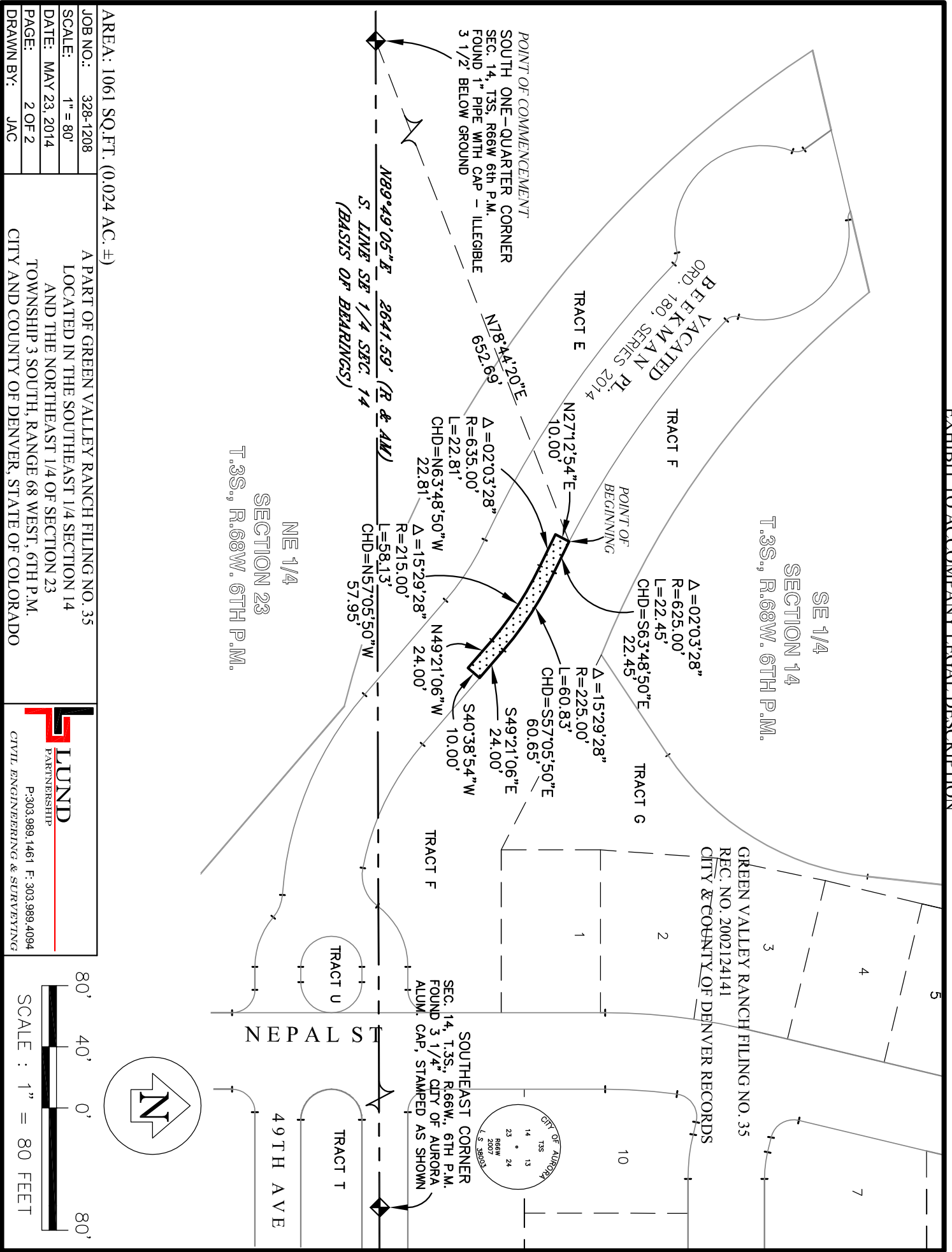
JANET A. CALDWELL, P.L.S. 29027

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
 CIVIL ENGINEERING & SURVEYING
 P-303.989.1461 F. 303.989.4094

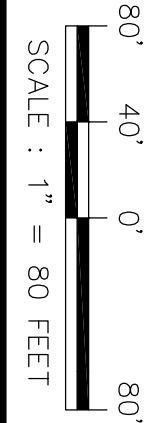


Exhibit B

Quitclaim Deed and Exhibits

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 Butcher - PRESIDENT

14 APPROVED: [Signature] - MAYOR April 8, 2014

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 Mayor Bob Ferguson - PRESIDENT

16 APPROVED: Acting Mayor - MAYOR April 8, 2014

17 ATTEST: Denise 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: Daniel B. Holt, 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**.

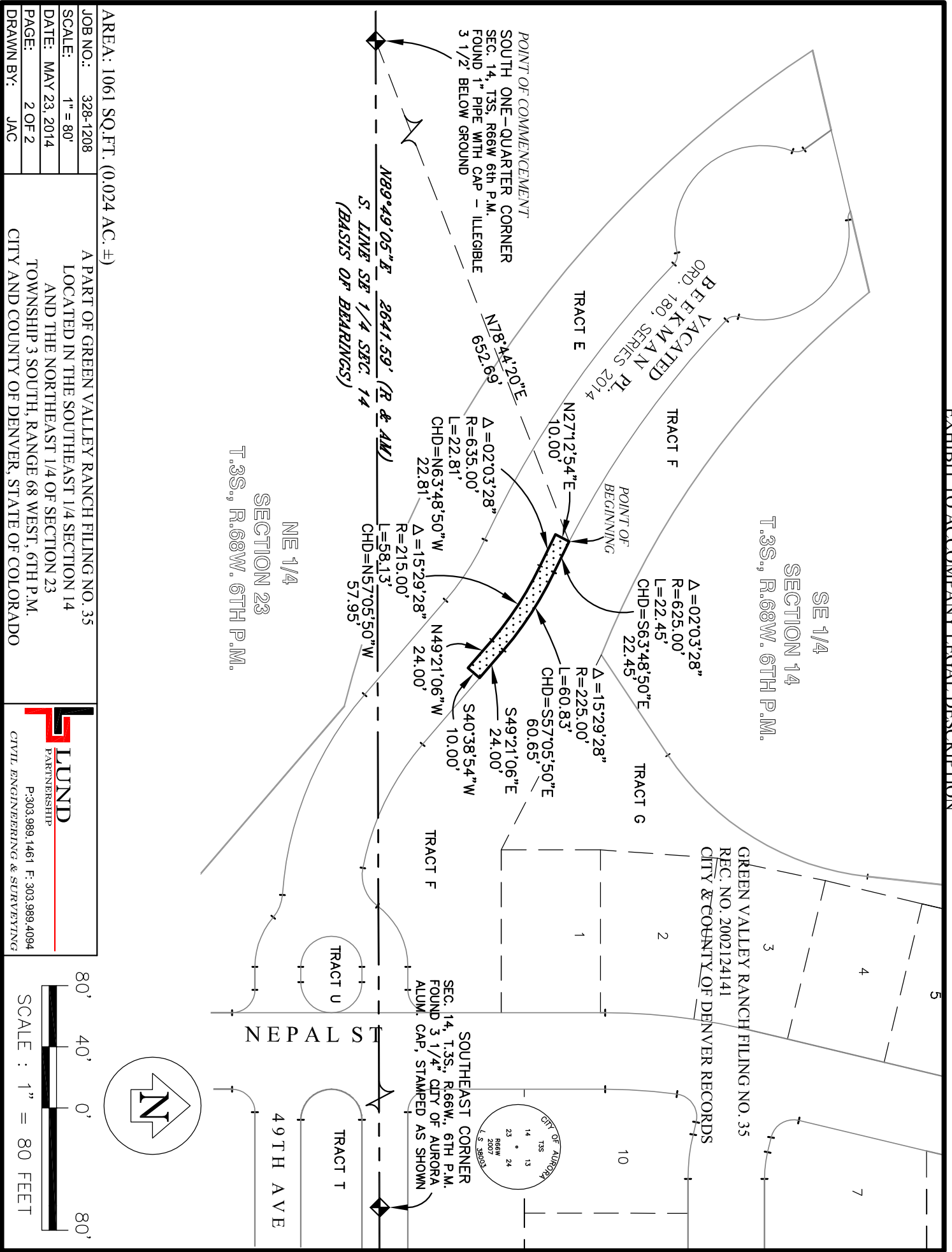
CONTAINING 1061 SQUARE FEET (0.024 ACRES) OF LAND, MORE OR LESS.

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 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
 CIVIL ENGINEERING & SURVEYING
 P-303.989.1461 F. 303.989.4094

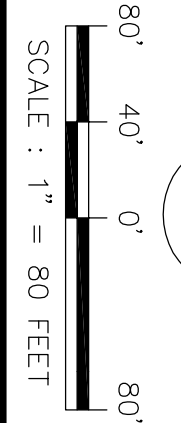
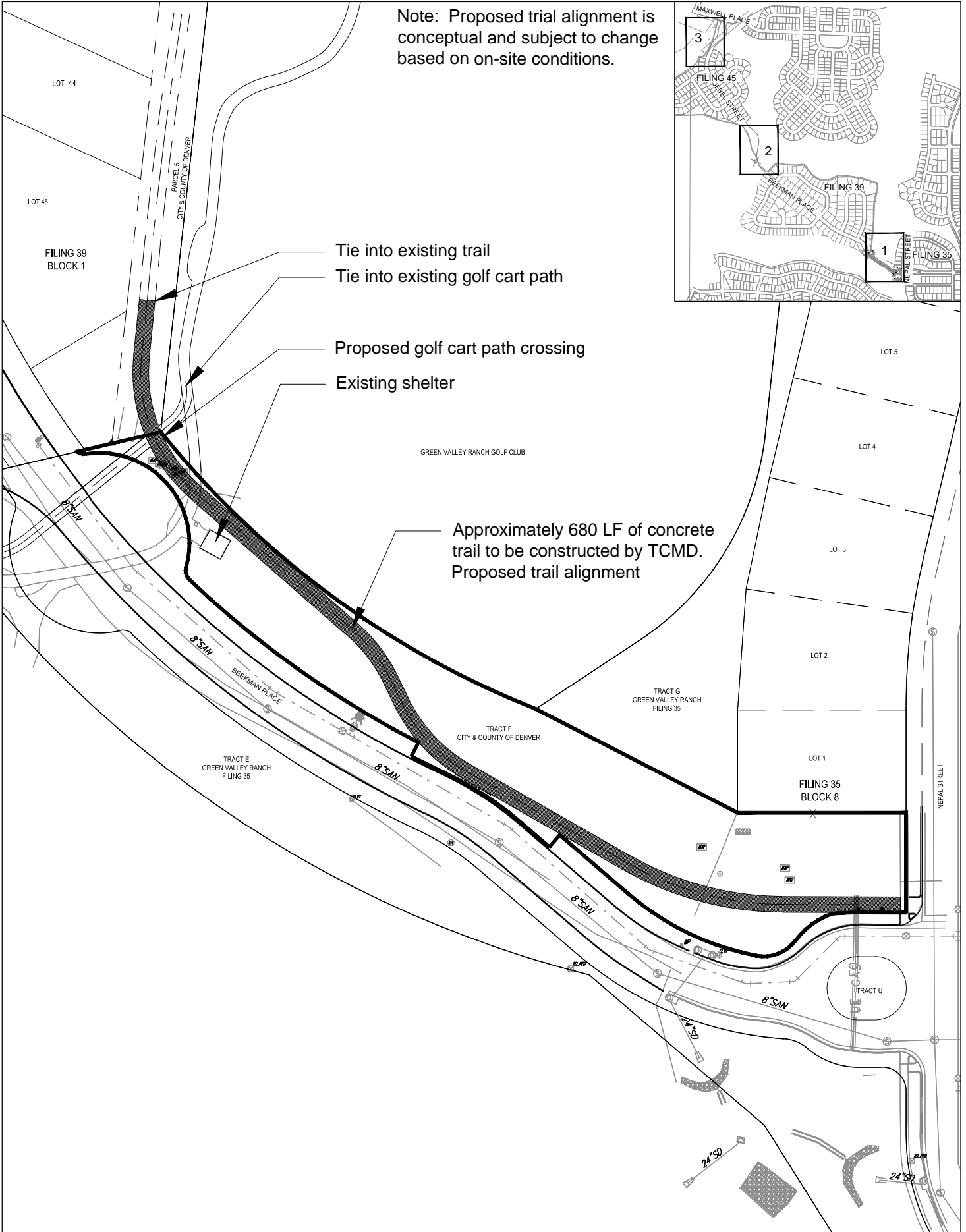
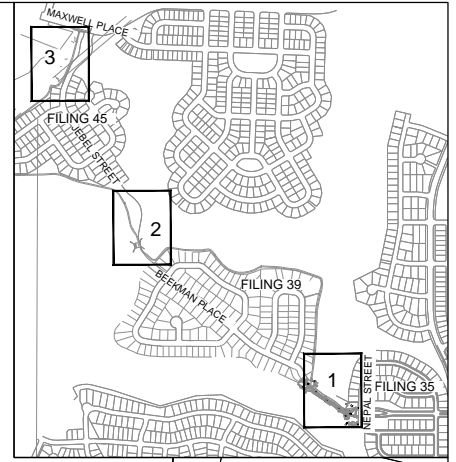


Exhibit C

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

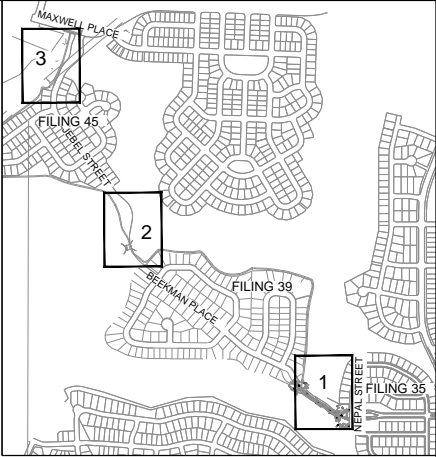
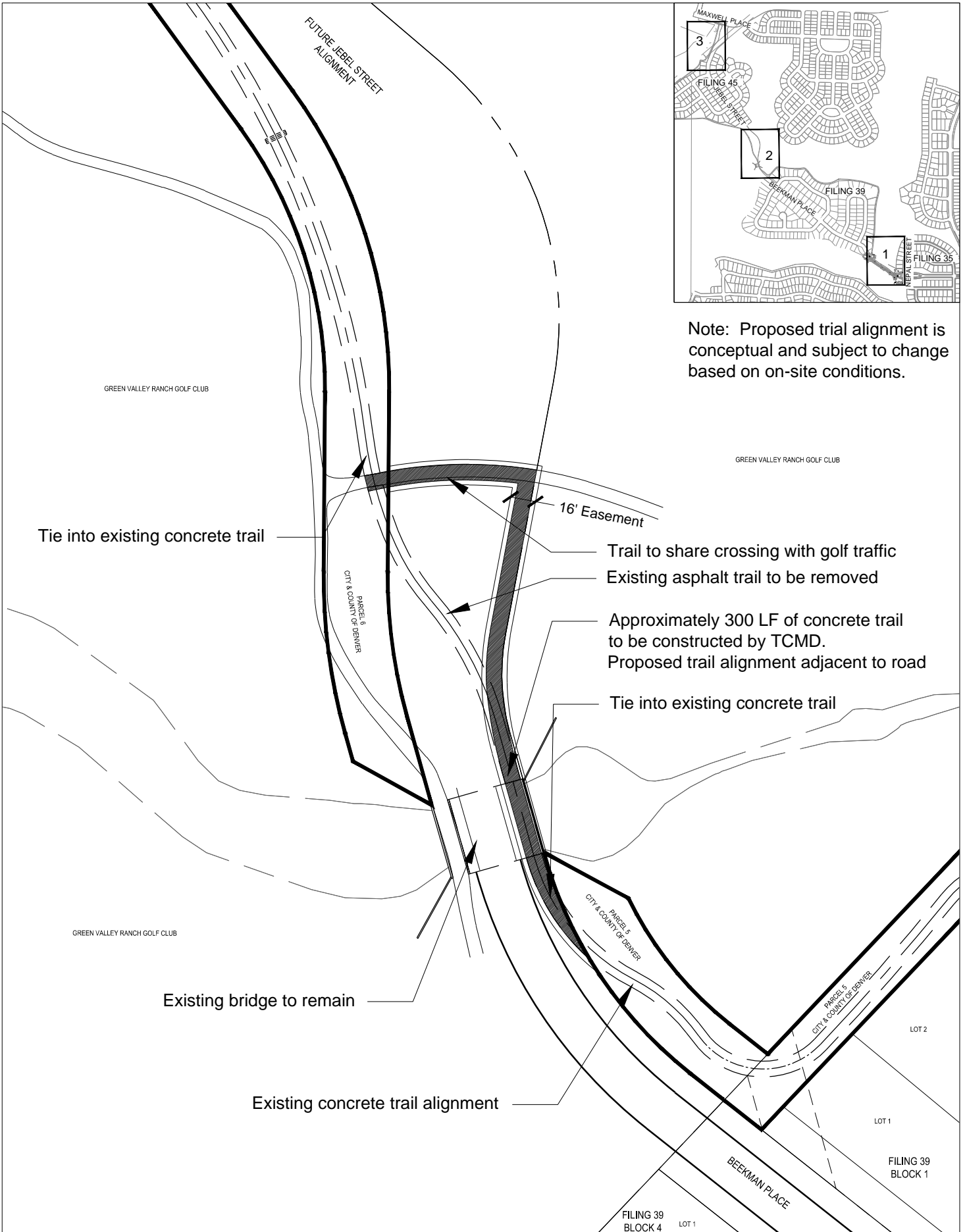
Sheet 1 of 3



Scale: 1"=80'



June 18, 2014



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

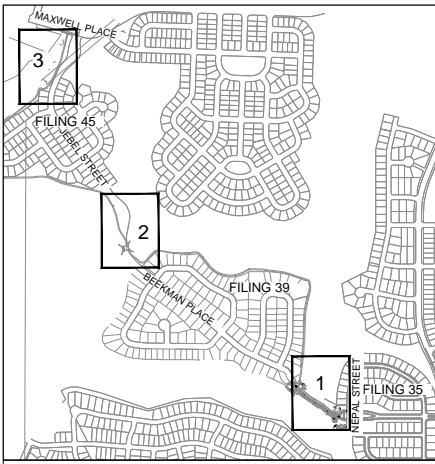
Highline Trail - Middle



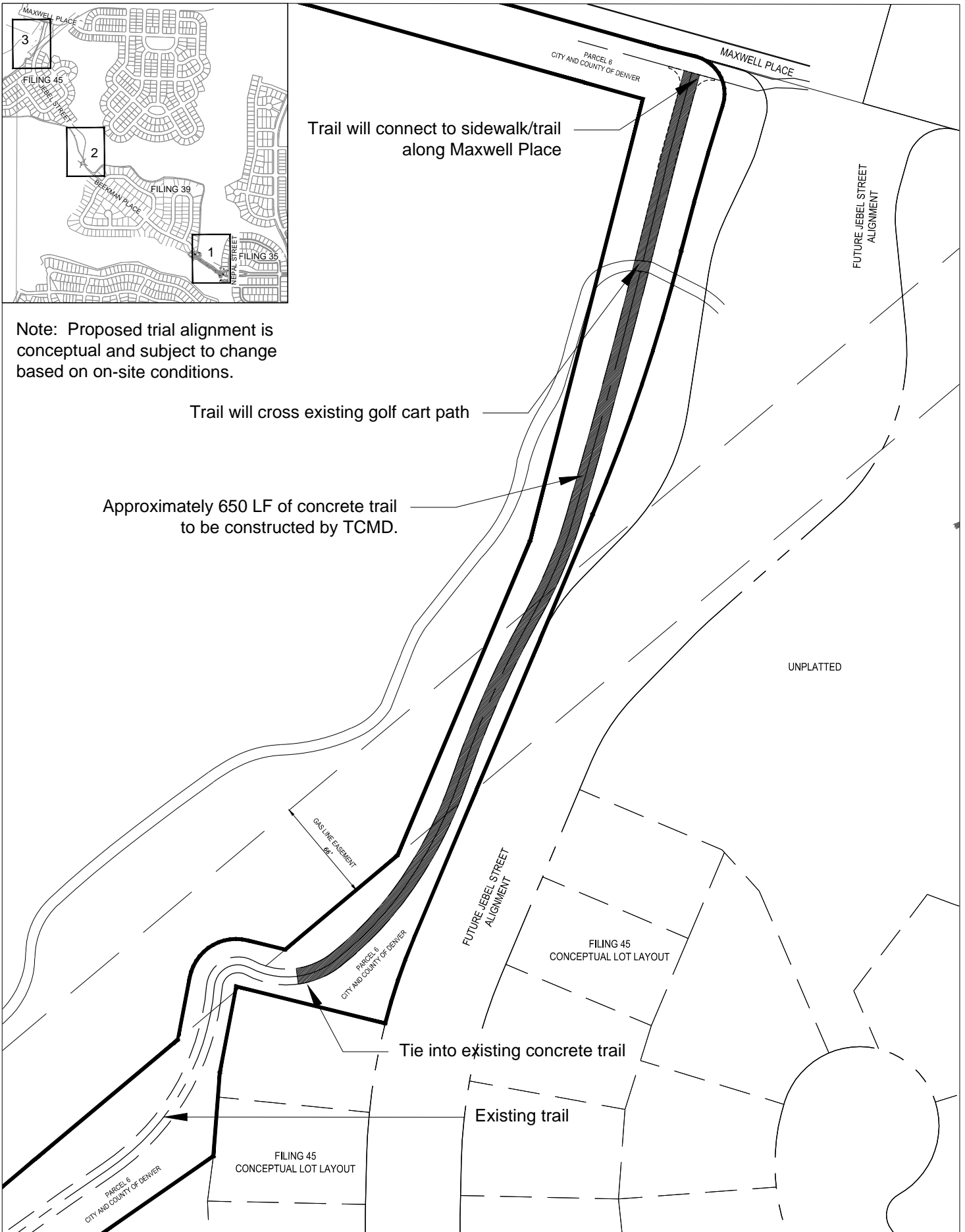
Scale: 1"=80'

June 18, 2014





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



Trail will cross existing golf cart path

Trail will connect to sidewalk/trail along Maxwell Place

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

Tie into existing concrete trail

Existing trail

UNPLATTED

Highline Trail - North



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

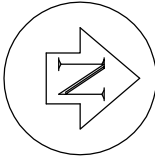
A 10.5-FOOT WIDE STRIP OF LAND BEING A PORTION OF THE VACATED RIGHT-OF-WAY OF BEEKMAN PL., AS SHOWN ON "GREEN VALLEY RANCH FILING NO. 35", A SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2002124141 CITY AND COUNTY OF DENVER RECORDS LOCATED IN THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 14, AND THE NORTHEAST 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 - ILLIBLE
 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

SE 1/4
 SECTION 14
 T.3S., R.66W. 6TH P.M.

BEEKMAN PL
 (PRIVATE)

N89°49'05"E 2641.59' (R & AM)
 S. LINE SE 1/4 SEC. 14
 (BASIS OF BEARINGS)

N87°45'43"E
 949.05'

$\Delta = 72'32'33"$
 $R = 15.00'$
 $A = 18.99'$
 $Brg = N36'16'19"E$
 $Dist = 17.75'$

$\Delta = 72'32'33"$
 $R = 15.00'$
 $A = 18.99'$
 $Brg = S36'16'14"E$
 $Dist = 17.75'$

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

AREA: 1,145 SQ.FT. (0.026 ACRES ±)

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.

JOB NO.: 328-1209
 SCALE: 1" = 100'
 DATE: APRIL 29, 2014
 PAGE: 2 OF 2
 DRAWN BY: JAC

CITY AND COUNTY OF DENVER, STATE OF COLORADO



CIVIL ENGINEERING & SURVEYING
 P-303,989,1461 F. 303,989,4094

P:\328\1203\dwg\PLAT\EXHIBITS\EXH-Stdwalk - Filing 35.dwg, 4/29/2014 11:44:34 AM, 1:1, JAC

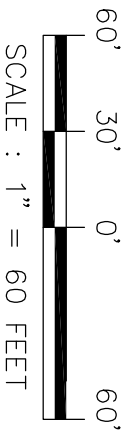
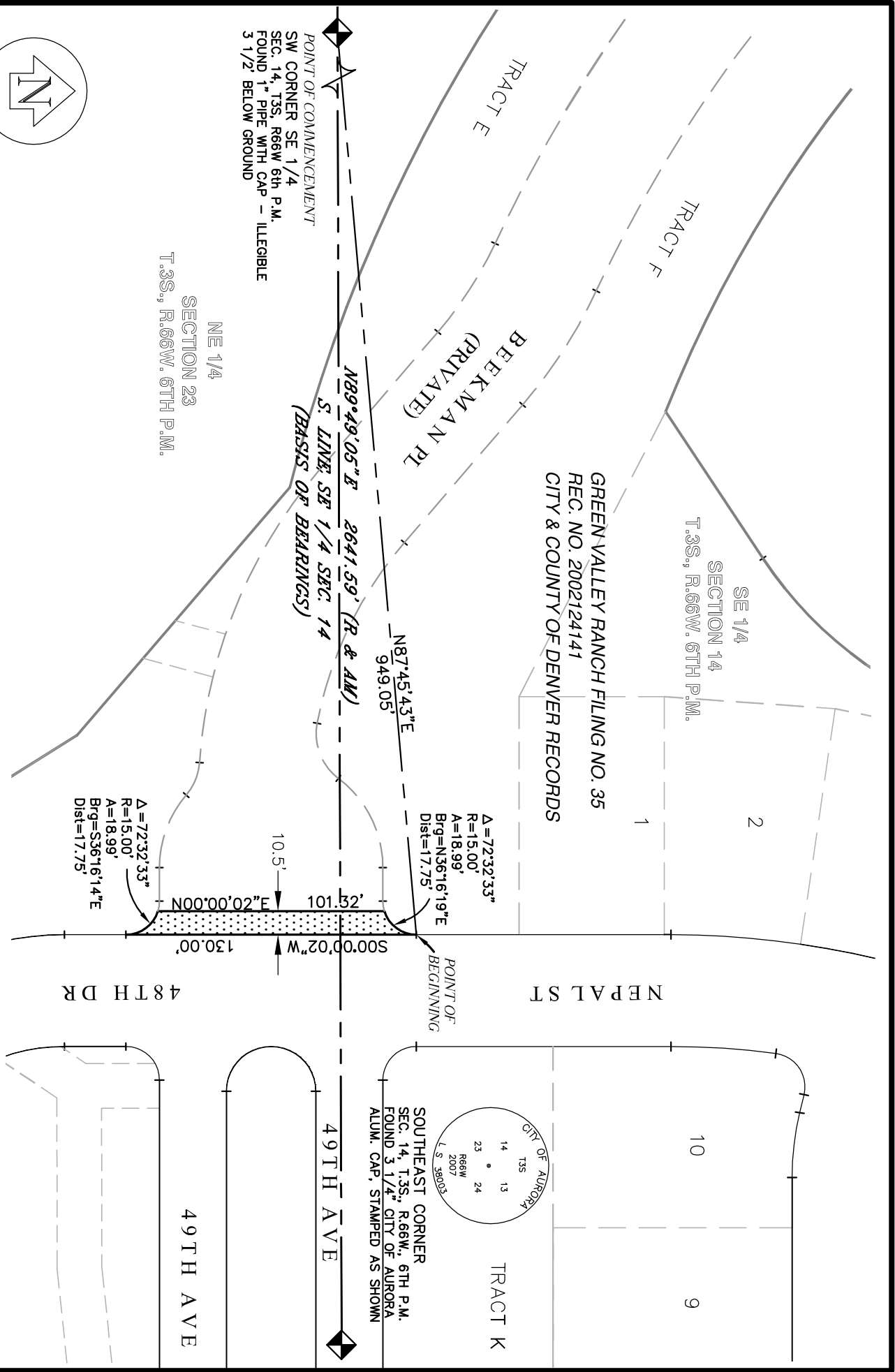


Exhibit F

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.

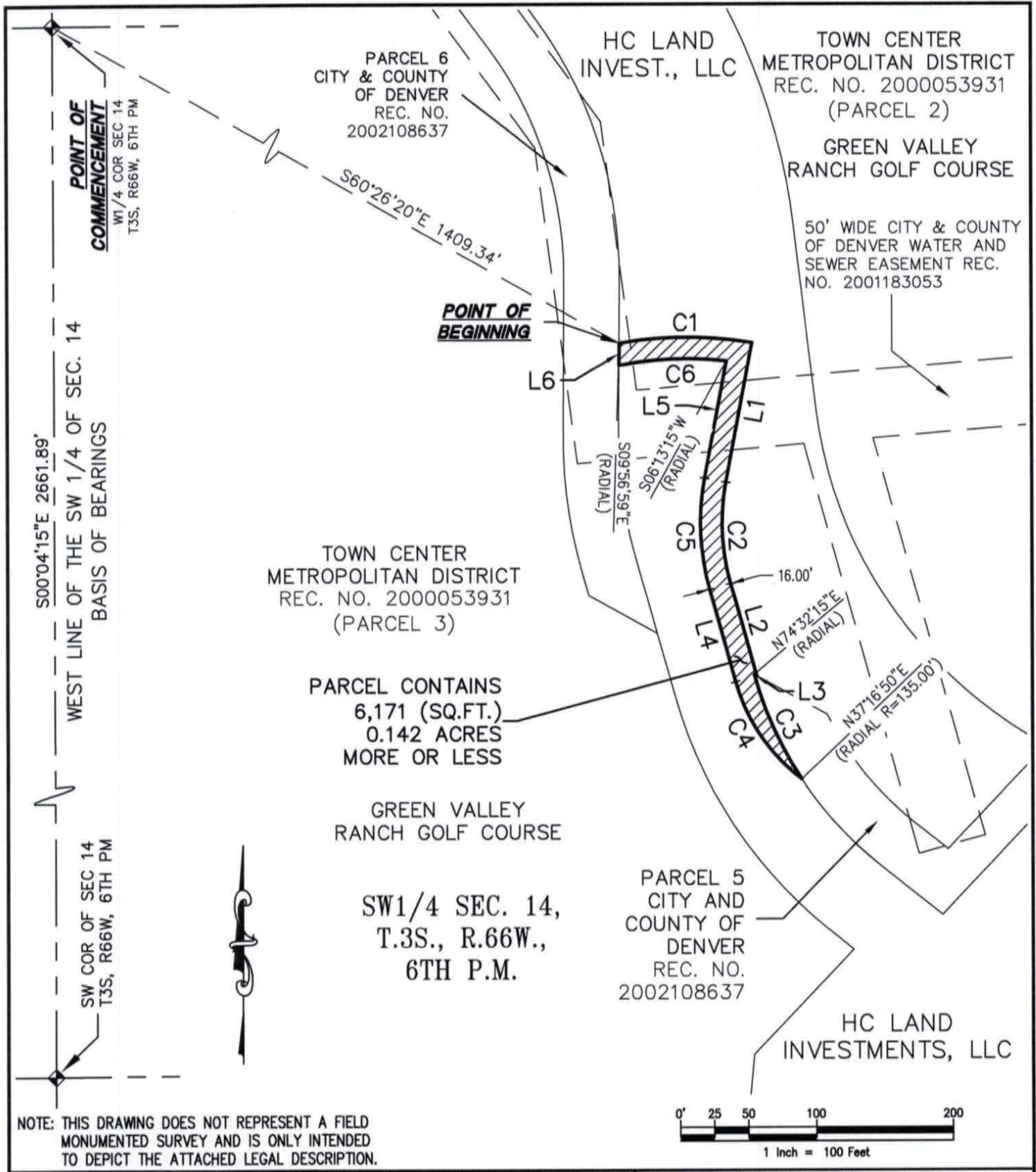
CONTAINING AN AREA OF 0.142 ACRES, (6,171 SQUARE FEET), MORE OR LESS.

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

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'



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

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