

LICENSE
(Westerly Creek North and Uplands East Trunk Open Space)

THIS LICENSE (“License”) is entered into as of the Effective Date (defined below) 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” and, together with the City, the “Parties” or, separately, a “Party”).

RECITALS

WHEREAS, the City owns certain land within the former Stapleton International Airport (“Stapleton Site”) for use as open space and recreation known as the Westerly Creek North and Uplands East Trunk Open Space, as legally described and depicted in Exhibit A, and certain land within Westerly Creek Open Space depicted in Exhibit B, all such exhibits as attached hereto and incorporated herein (“WCN 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”), including IFDA No. P6 Phase 1 and IFDA No. P6 Phase 2, as required by the MFDA, related to the construction, operation, use, and/or maintenance of certain park, trails, drainage and landscaping improvements 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 WCN Property; and

WHEREAS, the Licensee and the City desire the Licensee to construct the Infrastructure to be located within the WCN Property in conformance with the MFDA and the applicable IFDA(s); and

WHEREAS, the Licensee and the City anticipate that certain Environmental Oversight and Remediation Work (as defined herein) with respect to Existing Contamination (as defined herein) may be triggered by construction activities within the WCN Property; and

WHEREAS, Licensee is qualified and ready, willing, and able to complete the Infrastructure and such Environmental Oversight and Remediation Work; and

WHEREAS, Licensee and City, through this License, IFDA No. P6 Phase 1 and IFDA No. P6 Phase 2, future IFDAs, and other agreements relating to WCN Property Phase 2 work, a separate agreement between the City and Licensee relating to Environmental Oversight and

Remediation Work (“Environmental Remediation Agreement”) and other agreements, desire to grant Licensee the right to enter upon City-owned land to complete the Infrastructure and the Environmental Oversight and Remediation Work as set forth herein.

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

1. **LICENSED WORK AND ACCESS.** Licensee is hereby granted nonexclusive access to the WCN Property, as more specifically described and depicted in Exhibit A and Exhibit B, to access, construct, install, use, and complete the Infrastructure as defined in IFDA No. P6 Phase 1, IFDA No. P6 Phase 2, future IFDAs, and other agreements related to Phase 2 work on WCN Property and the Environmental Oversight and Remediation Work as defined in the Environmental Remediation Agreement, including, but are not limited to, earthwork, erosion control, demolition, drainage structures, utilities, bridge structures, and landscaping work, and all activities associated with the Infrastructure and the Environmental Oversight and Remediation Work (together, the “Licensed Activities”). The Licensed Activities are hereby authorized to be performed on the WCN Property.

The Parties agree that this License is not a lease of WCN Property. The access granted herein is nonexclusive and is revocable by the City at the sole discretion and with the mutual agreement of the City’s Managers of Public Works, Environmental Health, and Parks and Recreation (“Managers”), as provided in paragraph 6 below. The City agrees not to authorize any other person or entity to access or use the WCN Property in any manner that would interfere with the Licensed Activities or conflict with Licensee’s exercise of the rights granted hereunder. 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, the Environmental Remediation Agreement, IFDA No. P6 Phase 1, IFDA No. P6 Phase 2, and any other applicable IFDA(s) and agreements.

2. **CONSIDERATION FOR THE LICENSE.** The City makes the grants herein in consideration of the completion of the Licensed Activities, 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 the procedures applicable to Licensee’s access to the WCN Property, as provided herein. In addition, the City shall reserve the right of title, use, and occupancy of the WCN Property, *provided that* (a) the City shall not unreasonably interfere with Licensee’s exercise of the rights granted hereunder, and that (b) for safety reasons, the City shall, and shall require its representatives and contractors, and any other party to which it grants access or use as provided herein, to coordinate any such access, use, or occupancy with Licensee and to require compliance with the Licensee’s health and safety plans for any such access, use, or occupancy.

4. **SPECIAL CONDITIONS OF ACCESS.** The City hereby grants to the Licensee a nonexclusive License to enter onto the WCN Property for completing the Licensed

Activities. The Licensee shall have access to the WCN 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 WCN 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 or assigns.

c. Access of people and equipment to the WCN Property shall be through adjacent property owned by the Licensee, or through the following adjacent dedicated rights-of-way: Smith Road, Dayton Street, Florence Way, and 35th Avenue.

d. The Licensee shall notify and obtain the consent of all of the Managers, in writing, at least forty-eight (48) hours prior to the start of any activity *not* covered under the Licensed Activities. This written notice requirement shall be waived in the event of any emergency situation requiring immediate action, 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 Managers, and then follow up with written notice to the Managers within forty-eight (48) hours of such emergency. The Managers will jointly provide necessary instructions regarding access logistics within a reasonable time after Licensee gives such written notice.

e. 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 all of the Managers.

f. 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 Managers have 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.

g. Licensee shall conduct all aspects of the Licensed Activities in accordance with all laws, regulations, and ordinances, including, without limitation, all U.S. EPA and OSHA requirements, applicable to the work activity conducted on City property, including site health and safety plans.

h. Licensee shall conduct all aspects of the Licensed Activities in accordance with all applicable agreements.

i. Prior to beginning any work on the WCN Property, the Parties have entered into the Environmental Remediation Agreement and all other agreements required to fund the Licensed Activities.

5. **ENVIRONMENTAL OVERSIGHT AND REMEDIATION WORK.** All Environmental Oversight and Remediation Work shall be as defined and set forth in the Environmental Remediation Agreement (“Environmental Oversight and Remediation Work”).

6. **TERMINATION.**

a. **Termination for Cause.** The Managers shall have the right to revoke or terminate this License effective twenty (20) business days following written notice executed by all of the Managers 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 all of the Managers.

b. **Termination without Cause.** The Managers, in the Managers’ sole discretion upon the mutual agreement of the Managers, 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 Expiration of Term.** If not sooner terminated as provided herein, this License shall expire upon completion of the Licensed Activities pursuant to IFDA No. P6 Phase 1, IFDA No. P6 Phase 2, the Environmental Oversight and Remediation Agreement, and all other agreements required to fund the Licensed Activities.

d. **Documentation of Termination.** The Parties shall cooperate to execute any documents necessary to terminate or evidence the termination of this License. The Managers have the authority to and shall each execute such evidence of termination.

7. **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 WCN Property by Licensee and its contractors, subcontractors, agents, and representatives; *except, however,* to the extent caused by the negligence or wrongful misconduct of the City or its contractors, agents, servants, or employees or any third party to which it grants use or occupancy of the WCN Property, as provided herein. Nothing herein shall be construed as a waiver by either Party of the immunities, defenses, limitations and other 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.

8. **ENVIRONMENTAL REQUIREMENTS.**

a. **Generally.** Except as otherwise provided in the Environmental Remediation Agreement, in the case of the release, spill, discharge, leak, disturbance, or disposal of Hazardous Materials (defined below) as a result of Licensee's or its contractors', subcontractors', agents', or representatives' activities at the WCN 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 WCN Property. Licensee shall also immediately notify the Managers 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 Managers 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 WCN Property, Licensee shall provide copies of all results of such report or notice to the Managers. 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 Managers' reasonable request, made jointly, 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 WCN Property due to Licensee's use or occupation of the WCN Property. Licensee shall provide copies of all results of such testing and monitoring to the Managers.

b. **Existing Contamination.** Except as otherwise provided in the Environmental Remediation Agreement, 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 WCN 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 of Licensee’s construction activities on any portion of the WCN Property. The City shall cooperate with Licensee to terminate or transfer any existing Stormwater Permits for activities on the WCN Property to the Licensee as of the Effective Date.

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 WCN 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 of Public Works 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 WCN 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 WCN Property. If the Manager of Public Works elects to require the Licensee to terminate the Licensee’s Stormwater Permit(s) with respect to the WCN 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.

9. **COMPLIANCE WITH LAWS.** All persons or entities utilizing the WCN 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. Except as set forth in other agreements between the Parties, Licensee shall obtain, at its sole cost, all necessary permits for the Licensed Activities under this License. Licensee agrees to pay any and all fines, assessments, and fees related to its work under this License.

10. **INSURANCE.** In addition to the requirements of the Environmental Remediation Agreement (but without requiring duplicative policies or policy coverage), 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 WCN Property. Such certificates may be standard ACORD forms of certificates of insurance. 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 two (2) 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 perform 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 Contractor's 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 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. Such 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.

11. **BONDS.** During the term of this License, 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 of Public Works. 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.

12. **TERM.** This Permit shall commence on the Effective Date and terminate on the date of termination as set forth in paragraph 6 above ("Expiration Date").

13. **RESTORATION.** Upon the termination of this License pursuant to paragraph 6.a. or 6.b. above, Licensee shall vacate the WCN Property and restore the WCN Property to a condition reasonably satisfactory to all of the Managers, including the removal of any of the Licensee's property, unless otherwise agreed to by all of the Managers or unless otherwise required pursuant to paragraph 8.c. above. If Licensee shall fail or neglect to remove said property and so restore the WCN Property, then, at the option of all of the Managers, 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 WCN 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.

14. 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 Avenue, Dept. 6018
Denver, CO 80202

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

Manager of Environmental Health
201 W. 14th Avenue, Suite 310
Denver, CO 80204

with a copy to:

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

Mark Tabor
Department of Parks and Recreation
201 W. Colfax Avenue, Dept. 613
Denver, CO 80202

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

the District:

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

with a copy to:

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

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

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **SURVIVAL.** Paragraphs 7, 8, 13, and 15 shall survive the termination of the access granted.

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

22. **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.

23. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** The Parties consent to the use of electronic signatures by the City. This License and any other documents requiring a signature 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 this License 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 License in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

24. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers, and records of the Licensee involving transactions related to the License until expiration of the applicable statute of limitations.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 _____



**PARK CREEK METROPOLITAN
DISTRICT**

Taxpayer ID No. 84-1553271

ATTEST: James D. Chen By: [Signature]
Title: Assistant Secretary



EXHIBIT A

**WCN Property Legal Description and Depiction
(Westerly Creek North and Uplands East Trunk Open Space)**

Parcel 1

A parcel of land located in the North Half of Section 27, Township 3 South, Range 67 West of the 6th P.M., City and County of Denver, State of Colorado, and being more particularly described as follows:

All the land lying:

Southerly of Reception Number 2002134334;

And easterly of Reception Number 2011028771;

And northerly of Reception Numbers 2002112960, 2004079027, 2004252198 and 2004176006;

And westerly of Havana Street;

All in the records of the City and County of Denver Clerk and Recorder's Office, City and County of Denver, State of Colorado.

Said parcel contains 1983313.85 square feet or 45.531 acres, more or less.

This Property Description was prepared by:

Diana E. Askew, PLS 31928

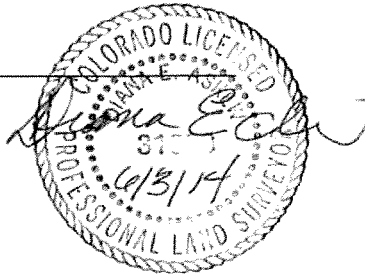
URS

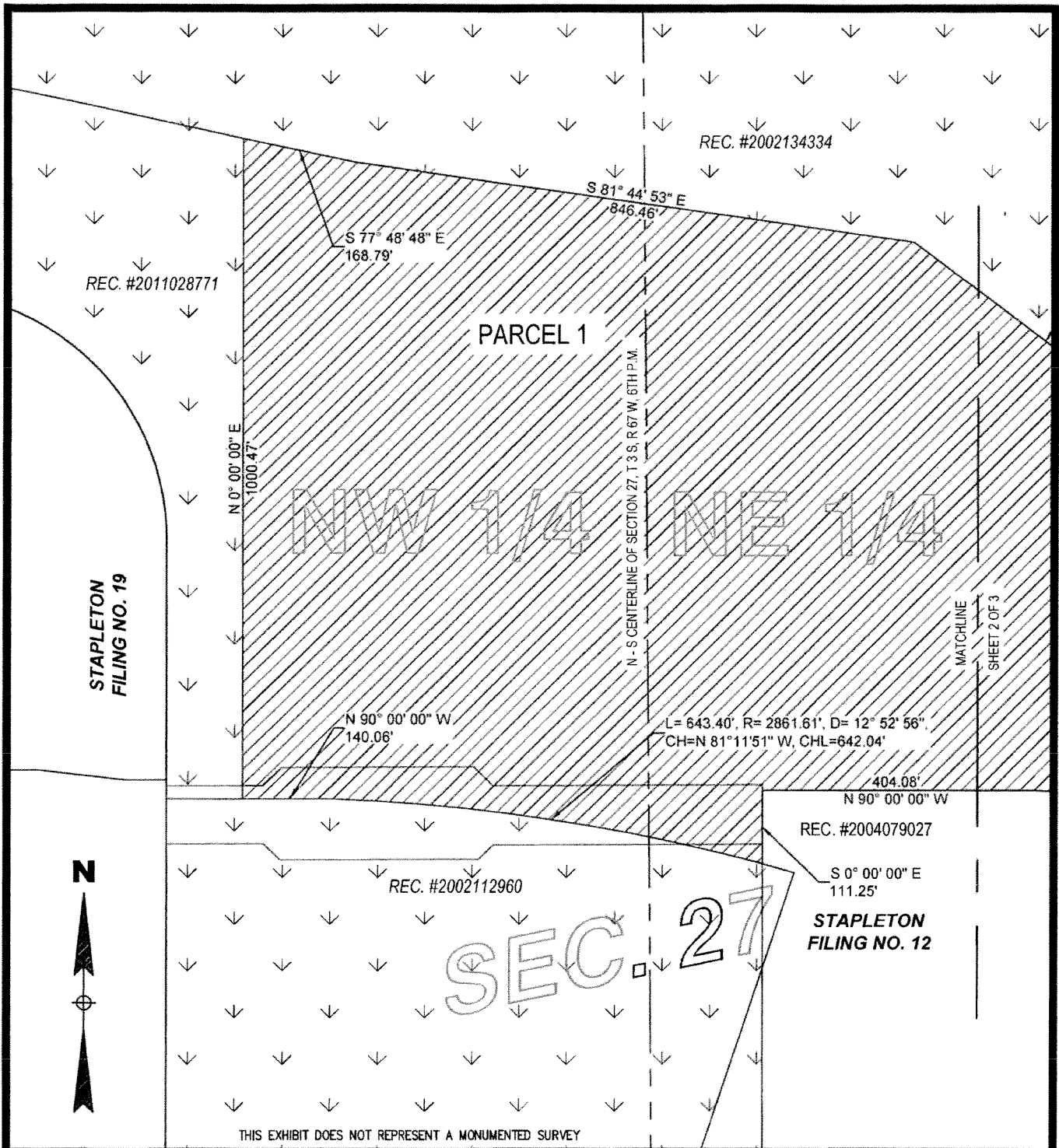
7125 Jefferson Ave, #400

Lakewood, CO 80235

Direct Phone: 720-377-9385

S:\Project Files\DIA\22242970 Property Transfer Support\Mapping\Survey\Property Descriptions\Property Description Sand Creek OS.docx





STAPLETON
FILING NO. 19

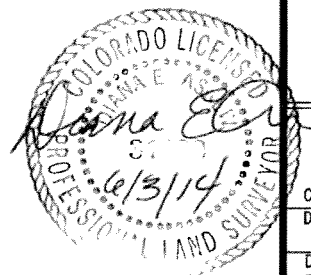


THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY

URS

7125 W Jefferson Ave., Ste. 400
Lakewood, CO 80235
303-969-0223

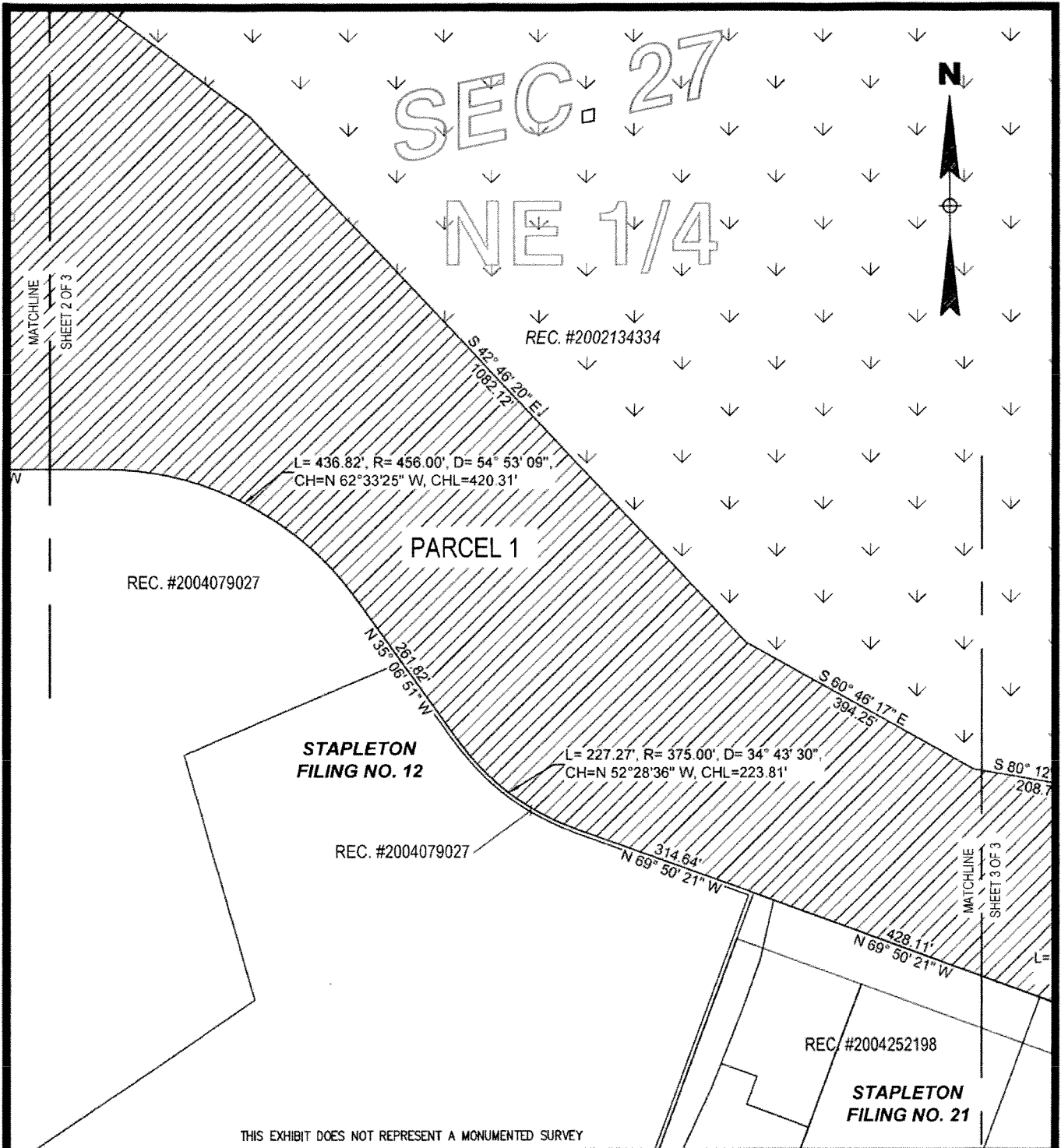
This document is the exclusive property of URS and/or client. It has not been published and is confidential in consideration of the client thereof. This document is NOT to be copied, reproduced, exhibited, loaned or otherwise published, disposed of, nor to be used for the purpose other than that for which it is specifically published without the written permission of URS and/or client, or to use the same in any way detrimental to URS and/or client.



STAPLETON REDEVELOPMENT

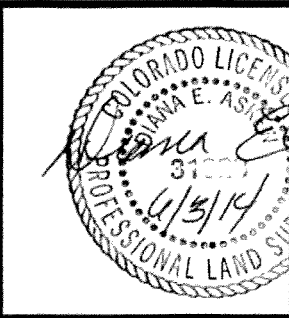
**EXHIBIT TO ACCOMPANY
PROPERTY DESCRIPTION
SHEET 1 OF 3**

CITY & COUNTY OF DENVER		COLORADO	
DATE DRAWN 06/03/14	SCALE 1" = 200'	PROJ. NO. 22232970	DWG. NO. REV
DRAWN BY DEA	PREPARED BY DEA	CHECKED BY GG	2970-1800-001 A



URS
7125 W. Jefferson Ave., Ste. 400
Lakewood, CO 80235
303-969-0223

This document is the exclusive property of URS and/or client. It has not been published and is confidential in consideration of the client thereof. This document is NOT to be copied, reproduced, exhibited, loaned or otherwise published, disposed of, nor to be used for the purpose other than that for which it is specifically published without the written permission of URS and/or client, or to use the same in any way detrimental to URS and/or client.



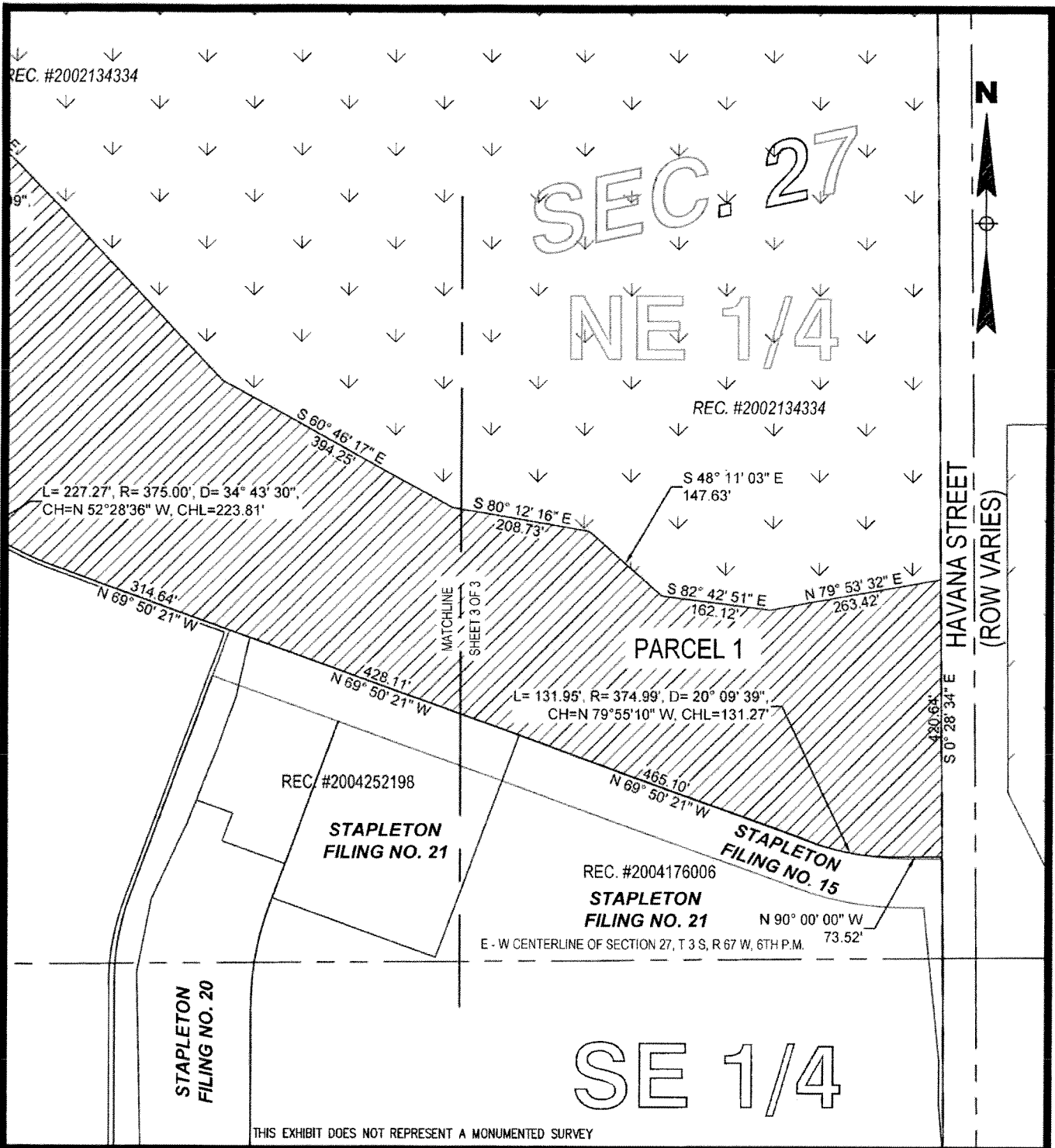
STAPLETON REDEVELOPMENT

**EXHIBIT TO ACCOMPANY
PROPERTY DESCRIPTION
SHEET 2 OF 3**

CITY & COUNTY OF DENVER

DATE DRAWN 06/03/14	SCALE 1" = 200'	PROJ. NO. 22232970	DWG. NO. REV
DRAWN BY DEA	PREPARED BY DEA	CHECKED BY GG	2970-1800-001 A

COLORADO

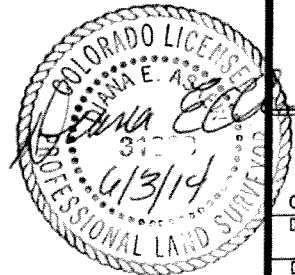


THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY

URS

7125 W. Jefferson Ave., Ste. 400
Lakewood, CO 80235
303-969-0223

This document is the exclusive property of URS and/or client. It has not been published and is confidential in consideration of the client thereof. This document is NOT to be copied, reproduced, exhibited, loaned or otherwise published, disposed of, nor to be used for the purpose other than that for which it is specifically published without the written permission of URS and/or client, or to use the same in any way detrimental to URS and/or client.



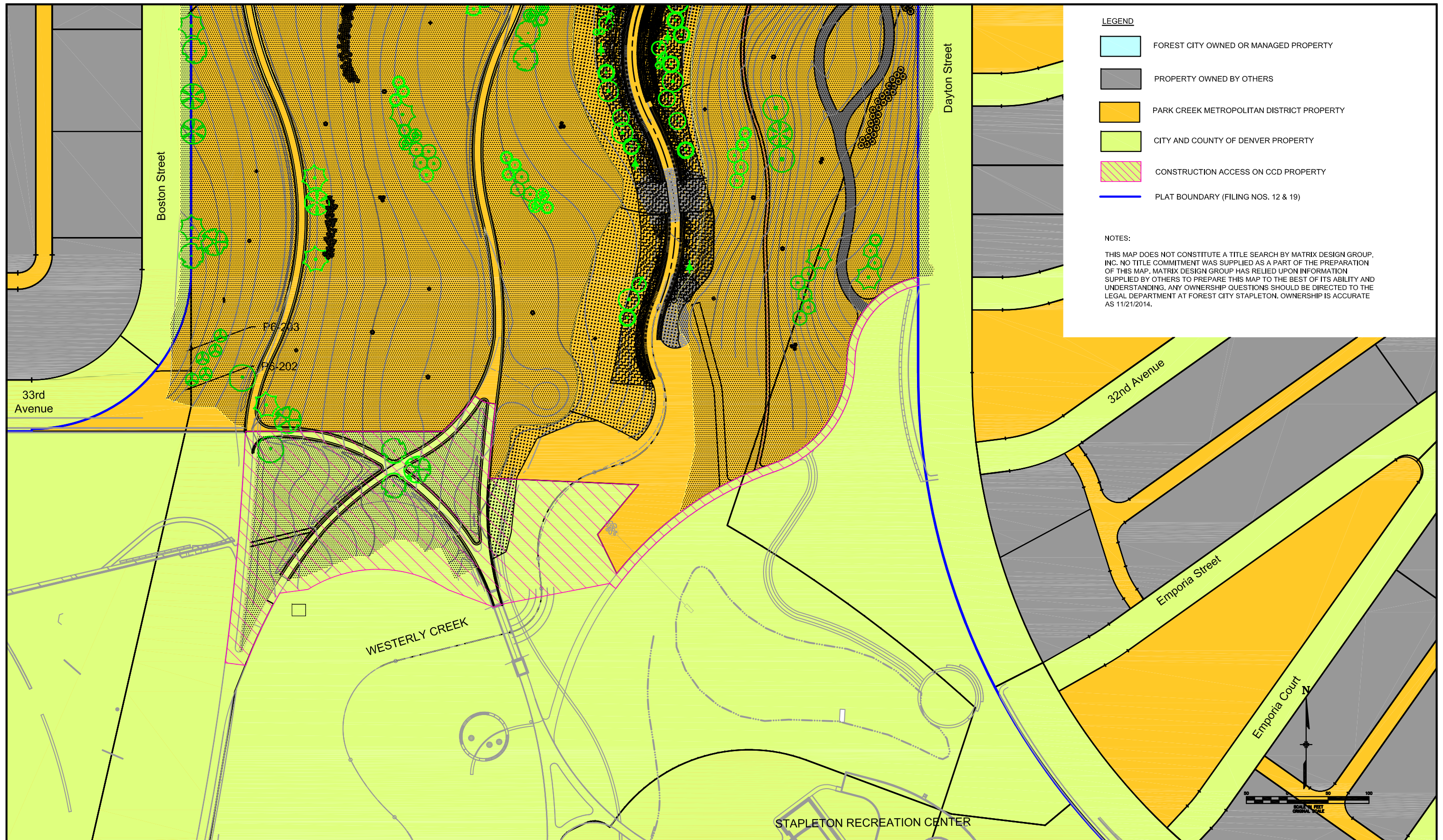
STAPLETON REDEVELOPMENT

**EXHIBIT TO ACCOMPANY
PROPERTY DESCRIPTION
SHEET 3 OF 3**

CITY & COUNTY OF DENVER		COLORADO	
DATE DRAWN 06/03/14	SCALE 1" = 200'	PROJ. NO. 22232970	DWG. NO. 2970-1800-001
DRAWN BY DEA	PREPARED BY DEA	CHECKED BY GG	REV A

EXHIBIT B

**WCN Property Depiction
(Westerly Creek Open Space)**



- LEGEND**
- FOREST CITY OWNED OR MANAGED PROPERTY
 - PROPERTY OWNED BY OTHERS
 - PARK CREEK METROPOLITAN DISTRICT PROPERTY
 - CITY AND COUNTY OF DENVER PROPERTY
 - CONSTRUCTION ACCESS ON CCD PROPERTY
 - PLAT BOUNDARY (FILING NOS. 12 & 19)

NOTES:

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 AND UNDERSTANDING. ANY OWNERSHIP QUESTIONS SHOULD BE DIRECTED TO THE LEGAL DEPARTMENT AT FOREST CITY STAPLETON. OWNERSHIP IS ACCURATE AS 11/21/2014.



NO.	DATE	DESCRIPTION REVISIONS	BY

COMPUTER FILE MANAGEMENT

FILE NAME: H:\FDAS\IFDANO_P6(WCH-PHASE1)\DWG\IP6 LICENSE ACCESS EXHIBIT 2014-01-05
 PCP FILE: Matrix.ctb or MatrixHalf.ctb
 PLOT DATE: January 5, 2015 - 2:47 PM
 THIS DRAWING IS CURRENT AS OF PLOT DATE AND MAY BE SUBJECT TO CHANGE.



PROJECT No. 13,001,168,880

STAPLETON
WESTERLY CREEK NORTH & SAND CREEK UPLANDS

**WESTERLY CREEK NORTH
LICENSE AREA**

DESIGNED BY: BGB
 DRAWN BY: BGB
 CHECKED BY: PDC

SCALE: 1" = 50'
 HORIZ. N/A
 VERT. N/A