

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT**

LICENSE AGREEMENT

Multi-Purpose License – Filing 55/CPB and 47th Avenue

THIS LICENSE AGREEMENT (“Agreement”) is entered into as of the date stated on the City’s signature page below (“**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER (“City” or “Grantor”)** on behalf of its Department of Aviation (“**DEN**”), **FOREST CITY STAPLETON, INC**, a Colorado corporation (“**FCS**”), the **PARK CREEK METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District**”) and the **STAPLETON DEVELOPMENT CORPORATION**, a Colorado nonprofit corporation (“**SDC**”). FCS and the District are collectively referred to herein as “**Grantee.**”

WHEREAS, the City owns, operates and maintains the Denver Municipal Airport System, which includes the former Stapleton International Airport (hereinafter “**Stapleton**” or “**Stapleton Site**”); and

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

WHEREAS, the City and Grantee anticipate entering into an Individual Facilities Development Agreement (“**IFDA**”) as required by the MFDA, prior to any infrastructure being constructed in the location shown on the attached **Exhibit A (“Property”)**; and

WHEREAS, Grantee, at no cost to the City or its Department of Aviation, desires to utilize fill available from property within the Stapleton Site to bring the Property to final grade for development prior to purchase, and will perform such work in conformance with the MFDA and any applicable IFDA and this Agreement; and

WHEREAS, the Grantee is qualified and ready, willing and able to complete such activities;

NOW THEREFORE, the City and Grantee covenant and agree as follows:

1. CONSIDERATION. Grantor makes these grants in consideration of the payment of Ten Dollars (\$10.00) and in consideration of Grantee performing the covenants herein and the signing by FCS and SDC of the “**Waiver Agreement and Joinder**” attached hereto. The payment shall be made by Grantee or within ten (10) days of the date first above written, in good funds payable to the Airport Revenue Fund.

2. PERMITTED ACTIVITIES. “Permitted Activities” shall mean the following: (i) general construction traffic access, ingress and egress; (ii) stockpiling and grading of soil and fill; (iii) maintenance and use of such stockpiled and graded soils; and (iv) installation and maintenance of storm water management controls as set forth in the District’s Storm Water Management Plan Permit. Grantee shall coordinate all Permitted Activities with a “**Project Manager**” to be designated by DEN. The initial Project Manager for this license shall be Greg Holt, though DEN may designate another person as Project Manager at any time, upon notice to Grantee.

3. GRANT OF LICENSE. The City hereby grants to Grantee a nonexclusive license for the sole purpose of conducting the Permitted Activities within, across, and under the Property. Grantee shall be solely responsible for all soil placements, transportation, construction management including dust control, and ensuring no utilities or other property is damaged by Grantee’s activities on the Property. The City shall make information available to Grantee regarding any subsurface structures, pipelines, or cables that the City has knowledge of, but the City is not under a duty to inspect for the precautions to avoid damage to, or injury from, such utilities. Grantee agrees to be solely responsible for any such damage to or injury from, any such utilities on the City’s property which result from the Permitted Activities conducted by Grantee as specified herein.

All costs and expenses of the Permitted Activities conducted by Grantee under the Agreement, and of all work related thereto conducted by, through, or under Grantee, shall be at no cost to the City’s Department of Aviation. Grantee agrees to promptly pay when due, all bills, debts and obligations incurred by it in connection with its Permitted Activities on City property hereunder and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment, or execution to be filed against the Property or improvements thereon.

The Permitted Activities shall be subject to the following additional requirements:

- a. Grantee shall perform the following tasks prior to commencing the Permitted Activities:
 1. Areas to be backfilled shall be surveyed prior to any backfill operations to determine the current grade, and a copy of the survey provided to the Project Manager.
 2. The area to be filled and graded shall be cleared and grubbed and representative samples collected from the resulting stockpiled soil at a frequency of one in every 2,000 cubic yards, or if the stockpile is less than 2,000 cubic yards, a minimum of three samples shall be collected. Soil samples shall be analyzed for the analytes specified for import soils in the attached **Exhibit C**. Results of such sampling and testing shall be provided to the Project Manager.
 3. The following shall be submitted to the Project Manager:
 - i. a description of the tasks that will be performed;
 - ii. a depiction of the locations where fill will be placed; and
 - iii. documentation of compliance with the Imported Soil Protocol attached hereto as Exhibit C.
- b. After completion of the Permitted Activities, a survey of the final grade of the Property shall be submitted to the Project Manager.

4. **PURPOSE OF LICENSE.** Grantee wishes to obtain authorization for itself, its employees, contractors, subcontractors, invitees, and successors and assigns (collectively, the "Grantee's Parties") to use the Property for the Permitted Activities.

5. **STORMWATER MANAGEMENT.**

a. During the term of this License, (i) the Grantee shall maintain all necessary permits for construction stormwater discharges ("**Stormwater Permits**") related to construction activities on the Property; and (ii) the City shall provide sufficient access and operational control to the Grantee over the Property to implement the stormwater management plan attached as **Exhibit B** ("SWMP").

b. All erosion control inspection and maintenance operations by the Grantee under the SWMP will be conducted outside of any area included in any environmental remediation activities, if applicable.

c. The City shall not interfere with or damage, and shall prohibit its contractors, permittees, lessees, licensees, and invitees from interfering or damaging, any structures or measures Grantee implements on the Property under the SWMP. If the City or its contractors, permittees, licensees, or invitees damage or interfere with any such structures or measures, subject to appropriation if required, the City shall promptly correct such damage or interference in a manner sufficient to avoid any violation of the Grantee's Stormwater Permits or pay to Grantee an amount sufficient to compensate for the loss sustained by Grantee as a result of such damage or interference. However, if the Grantee modifies the SWMP during the term of this License, the City shall have no obligation to correct, or reimburse the Grantee, for any such damage to any modified structure or measure unless the City received advance notice of such modification.

d. If the City revokes or modifies this License in a manner that limits or eliminates such operational control prior to the Termination Date, such revocation or modification shall be effective on the date that City and Grantee either transfer the Property to the City's Stormwater Permits or the Grantee completes all steps necessary to terminate the Grantee's Stormwater Permit with respect to the Property. If the City elects to require the Grantee to terminate the Grantee's Stormwater Permit with respect to the Property, the Grantee shall complete such steps no later than 30 days following receipt of notice from the City of such pending revocation or modification to this License.

6. **TERM.** Subject to the provisions hereof, the privileges granted herein shall commence upon the later of execution of this Agreement or payment of the consideration required herein. This Agreement shall not be terminated unless and until the term is cancelled or terminated as set forth in Paragraph 11 below.

7. **CONSTRUCTION.** Grantee shall comply with the requirements in the Service Plan for the Park Creek Metropolitan District in the City and County of Denver, Colorado, the Master Facilities Development Agreement, entered into by and between the City, Forest City, and/or the District in conducting the Permitted Activities. Prior to the commencement of any

Permitted Activities, Grantee shall obtain and pay for all required building permits and other governmental approvals.

Prior to commencement of any Permitted Activities, Grantee's contractors shall furnish bonds to Grantee and the City assuring 100% performance and labor and material payment of Grantee's grading activity. Such bonds shall guarantee prompt and faithful performance of Grantee's grading contract and prompt payment by Grantee'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 Grantee's construction agreement and shall protect the City from liability, losses, or damages therefrom. The payment bond and performance bond shall name Grantee as the obligee, with the City named on the dual obligee rider. Grantee shall furnish a copy of such bonds to the City's Aviation Department. 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.

During the period that the Permitted Activities are performed on the Property, Grantee shall obtain or cause its contractors to obtain the insurance required on the attached **Exhibit D**, which shall be evidenced and confirmed on a form provided to the City. Such policy shall contain a waiver of subrogation in favor of the City's officers, officials, and employees and such waiver shall specifically waive any right of the insurers, to any setoff, counterclaim, or deduction.

8. RETAINED RIGHTS OF THE CITY. The City reserves the right of title, use, and occupancy of the Property, subject to the rights granted herein, provided that the City shall not unreasonably interfere with Grantee's exercise of the rights granted hereunder. The City reserves the right to use the Property as improved in connection with Grantee's exercises of its Permitted Activities for itself and its tenants, licensees, contractors, designees, successors and assigns, and for public purpose. The rights and privileges granted herein are subject to existing utilities, prior easements, rights-of-way, and other matters affecting title. The Permitted Activities shall be conducted in such a manner as to not unreasonably conflict with the rights or obligations of the City, or others with existing rights to use the Property, nor to interfere with the operations by the City with respect to such rights or obligations, nor to endanger lives and the safety of the public.

9. REMEDICATION. Grantee acknowledges that the City or others may have to remediate portions of the Property or property adjacent thereto. Notwithstanding anything to the contrary set forth in the Agreement, the City expressly reserves the right to investigate and remediate the Property on behalf of itself or other parties. Upon written notice by the City, Grantee agrees to relocate any portion of the Grantee's improvements that adversely affect or impede such investigation or remediation, at no cost to the City.

10. MAINTENANCE. Grantee shall be responsible for the maintenance of Grantee's improvements constructed in connection with the Permitted Activities and will maintain and restore all damage to the City's property.

11. **TERMINATION.**

- a. **Termination for Cause.** This Agreement may be terminated by DEN for Grantee's failure to comply with any or all of the provisions and conditions of this Agreement, or for non-use for a period of two (2) years, or for abandonment by Grantees. Prior to termination for Grantee's failure to comply with the provisions of this Agreement, non-use, or abandonment, the Project Manager shall provide notice specifying the grounds for termination, and the Grantee shall be allowed thirty (30) days to cure, or such longer period if the cure will require additional time and so long as the Grantee is diligently acting to complete the cure or commence work on the Property, as applicable
- b. **Termination by Purchase.** This Agreement and the rights granted herein shall terminate automatically with respect to all or any portion of the Property upon purchase of all or such portion the Property by either Grantee or FC Stapleton II, LLC.
- c. **Termination at Request of Potential Buyer, Assignee, or Transferee:** This Agreement may be terminated by DEN at the request of a potential buyer, assignee, or transferee of the Property.
- d. **Termination upon Termination of the MLD.** This Agreement and the rights granted herein shall terminate automatically upon termination of the Master Lease and Disposition Agreement or "MLD".
- e. **Termination upon Dedication or Acceptance.** Notwithstanding anything to the contrary contained herein, the license and rights granted herein shall automatically terminate for any portion of the Property dedicated as a public right-of-way or conveyed to the City for open space purposes, including conveyance of the Permitted Activities, at such time as the applicable Property is so dedicated or conveyed.

The parties will cooperate to execute any documents necessary to terminate or reflect the termination of this license. Upon termination of this Agreement, the use of the Property shall be controlled by the City's Charter, ordinances, regulations, and any other easements, licenses, permits or any other agreements between the Parties to the MFDA.

12. **RESTORATION.** Upon termination of this Agreement as provided in Paragraph 10 for breach, or non-use or abandonment, or termination of the MLD, Grantee shall vacate the Property and restore the Property to a condition satisfactory to the Project Manager, including, as may be determined necessary by the Project Manager, the removal of any fill material placed thereon.

The area to be restored shall be resampled and tested for the presence of Stapleton Numeric Criteria ("SNC") constituents according to the sampling plan approved by the Project Manager. Results of such sampling and testing shall be provided to the Project Manager. In the event that some of these soils do not meet the SNC, the City and Grantee will meet no later than five (5) business days following receipt of sampling results to determine responsibility for remediation and the schedule for such remediation. Upon completion of remediation by the

responsible party, confirmation sampling will be performed to demonstrate the impacted area(s) meets SNC.

13. DAMAGE TO CITY PROPERTY. Any property of the City damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the Project Manager, or in lieu of such repair or replacement, Grantee shall, if so required by the Project Manager, at his option, pay to the City, money in an amount sufficient to compensate for the loss sustained by the City by reason of damage to or destruction of City property. Any such obligations of the District are subject to appropriation by the District, if required; FCS agrees to fully compensate the City if the District fails to appropriate sufficient funds.

Any property of the Grantee damaged or destroyed by the City incident to the City's exercise of its rights reserved hereunder shall be promptly repaired or replaced by the City, subject to appropriation if required, or in lieu of such repair or replacement, City shall pay to Grantee, money in an amount sufficient to compensate for the loss sustained by the Grantee by reason of damage to or destruction of Grantee property.

14. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS. Grantee, in conducting any activity on the Property, shall comply with all applicable local, state or federal environmental rules, regulations, statutes, laws or orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this Agreement, the term "Hazardous Materials" means substances, materials or waste, the generation, handling, storage, treatment or disposal of which is regulated by any local, state or federal government authority or laws, as a "hazardous waste," "hazardous material," "hazardous substance," "pollutant" or "contaminant" and including, without limitation, those designated as a "hazardous substance" under Section 311 or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Secs. 1321, 1317), defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6903), or defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Sec. 9601), and, including, without limitation, petroleum products and byproducts, PCBs and asbestos.

Grantee shall acquire all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to Grantee's use of the Property. The Grantee agrees to notify the Manager of Aviation, Airport Office Building, 8500 Pena Boulevard, Denver, Colorado 80249-6340, (303) 342-2200, immediately if during the course of the Work pursuant to this Agreement, if Grantee encounters any visible, odorous, or otherwise recognizable contamination of the Property ("Existing Contamination"). The City will, upon notification, perform at its cost, all reasonable and appropriate sampling, and analysis of such Existing Contamination. The Grantee shall proceed with the Permitted Activities at other locations on the Property until the City has completed testing and/or remediation, if any, of the area in question. "Existing Contamination" shall include without limitation "Hazardous Materials" as defined above, and implementing regulations and correlative Colorado laws; petroleum or refined petroleum products and their

constituents; waste oils; natural gas; radioactive source material; and de-icing chemicals, existing on the Stapleton Site, as defined in Section 2.59 of the Master Lease and Disposition Agreement between the City and County of Denver and Stapleton Development Corporation dated July 21, 1998, as a result of the actions or omissions of any party except the Grantee.

15. INSURANCE. The Grantee shall obtain and keep in force during the entire term of this Agreement, insurance policies as described in the City's form of insurance certificate, attached to this Agreement as Exhibit D and incorporated herein. The certificate specifies the minimum insurance requirements the Grantee and any of its contractors must satisfy in order to perform work under this Agreement. The original of such certificate shall be executed before a notary by the authorized party as specified on the certificate.

Each such policy or certificate shall contain a valid provision or endorsement that states:

“This policy will not be canceled, or materially changed or altered, without first giving 45 days prior written notice thereof (10 days for nonpayment of premium) referring to the Stapleton Site, to the City Attorney's Office, Airport Legal Services, 8500 Pena Boulevard, 9th Floor, Denver, Colorado 80249-6340, sent by certified mail, return receipt requested.”

Except as otherwise provided herein with respect to Pollution Legal Liability Insurance, each such policy or certificate shall contain a waiver of subrogation in favor of the City and further provide that any coverage afforded to the City as additional insured shall apply as primary insurance and other insurance issued to the City shall apply as excess and noncontributing insurance. Grantee shall be solely responsible for payment of any and all deductibles on issued policies. City shall have the right to verify or confirm, at any time, all coverages, information or representations contained herein and the insured and its undersigned agent shall promptly and fully cooperate in any such confirmation or verification the City may elect to undertake. Advice of renewal is required. Unless a period is specified, the City requires that the insured keep all covenants herein in full force and effect until this Agreement is terminated or expires.

The above referenced insurance may be increased in the reasonable judgment of the City's Risk Administrator.

16. INDEMNIFICATION BY GRANTEE.

a. **General.** To the extent permitted by Colorado law, Grantee shall indemnify, protect, hold harmless the City, its officers, agents and employees from and against all claims, damages, losses and expenses caused by, arising out of, or resulting from bodily injury and property damage or arising out of or in any way related to any claim made regarding Grantee or any of Grantee's Responsible Parties as a result of this Agreement. Grantee's obligation to defend and indemnify the City shall only extend to the percentage of negligence of Grantee in contributing to such claims, damages, losses and demands or expenses. Nothing herein shall be construed as a waiver of the protections afforded to the City and the District by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended.

b. **Environmental.** In the case of the release, spill, discharge, leak, disturbance or disposal of Hazardous Materials as a result of Grantee's or its contractor's, subcontractor's, agent's and representative's activities at the Stapleton Site and/or Property, Grantee shall immediately control and diligently remediate all contaminated media to applicable federal, state and local standards. Grantee shall reimburse the City for any penalties and all reasonable cost and expense, including without limitation reasonable attorney's fees, incurred by the City as a result of the release or disposal by Grantee or its contractors, subcontractors, agents and representatives of any Hazardous Materials on the Stapleton Site and/or Property. Grantee shall also immediately notify the City in writing of the release, spill, leak, discharge or disturbance of Hazardous Materials and the control and remediation response actions taken by Grantee, and any responses, notifications actions taken by any federal, state, or local agency with regard to such release, spill, or leak. Grantee shall make available to the City for inspection and copying, upon reasonable notice and at reasonable times, any requirement under this Section. 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 Stapleton Site and/or the Property, Grantee shall provide copies of all results of such report or notice to the City. The provisions of this section shall expressly survive the termination of this Agreement.

c. **Existing Contamination.** In no event shall Grantee 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 proceedings of any kind or nature related to Existing Contamination and the City covenants not to sue Grantee with respect to such Existing Contamination, unless Grantee's acts or omissions, without regard to negligence, caused or exacerbated a release of such Existing Contamination.

At the City's reasonable request, Grantee 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 Property due to Grantee's use or occupation of the Property. Grantee shall provide copies of all results of such testing and monitoring to the City.

17. **NOTICES.** Any notices or demands provided for herein shall be in writing and shall be deemed effectively given or made (i) immediately when served personally upon the party to be notified, (ii) immediately upon confirmation of facsimile transmission to the party to be notified if on a business day and given before 5:00 p.m. local time in the time zone of the recipient (or on the next business day if given after 5:00 p.m. on a business day), (iii) three (3) business days after being sent to the party to be notified by United States registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after being sent to the party to be notified by reputable overnight courier, prepaid, return receipt acknowledged, all of the foregoing (i) through (iv) to the address, or facsimile number, as applicable, of such party set forth below or to such other address as such party may last have designated by notice hereunder:

City: Chief Executive Officer
Denver International Airport
8500 Pena Boulevard, Ninth Floor
Denver, Colorado 80249-6340

with a copy to: Airport Legal Services
Denver, International Airport
8500 Pena Boulevard, Ninth Floor
Denver, Colorado 80249-6340

to the District: Ms. Tammi Holloway
Park Creek Metropolitan District
Stapleton Development Corporation
7350 E. 29th Avenue, Ste. 200
Denver, Colorado 80238

with a copy to: Paul Cockrel, Esq.
Collins, Cockrel & Cole
390 Union Blvd., #400
Lakewood, Colorado 80228

and: John S. Lehigh
Forest City Stapleton, Inc.
7351 East 29th Avenue
Denver, Colorado 80238
Attention: Assistant General Counsel
Fax No.: (303) 996-5959

Rejection or refusal to accept delivery or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of notice as of the date such notice was deposited in the mail or delivered to the courier or transmitted via confirmed facsimile. When used in this Agreement, a “business day” shall mean a weekday which is not a federal or State of Colorado holiday.

18. COMPLIANCE WITH LAWS. All persons or entities utilizing the Property pursuant to this Agreement 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 Grantee’s activities on City property: the City’s Prevailing Wage Ordinance, Section 20-76 et seq. of the Denver Revised Municipal Code, and the City’s small Business Enterprise ordinance, Section 280205 et seq. of the Denver Revised Municipal Code, and with all applicable Colorado and federal laws. Grantee agrees to pay any and all fines, assessments, and fees related to its work under this Agreement.

19. PERSONAL GRANT. The rights of the Grantee hereunder are personal to the Grantee and may not be assigned by Grantee, shall not constitute an interest in real property and shall not run with the land. Subject to the foregoing, this Agreement shall be binding on the

parties hereto and their successors and assigns and Grantor shall convey the Property subject to the rights granted herein.

20. **VENUE.** This Agreement 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. For the resolution of any dispute arising hereunder, venue shall be in the courts of the City and County of Denver, State of Colorado.

21. **SEVERABILITY.** In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **AGREEMENT SUBORDINATE TO AGREEMENTS WITH UNITED STATES.** This Agreement is subject and subordinate to terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the development of the City's airport system.

23. **BOND ORDINANCES.** This Agreement is in all respects subject and subordinate to any and all City applicable bond ordinances for the City's airport system and to any other bond ordinances which should amend, supplement, or replace such bond ordinances.

24. **SUBORDINATION.** This Agreement is subordinate to the Stipulated Agreement Relating to Disposition of Stapleton International Airport entered into between the City and certain air and cargo carriers with an effective date of January 1, 1999, and any obligations of the City under this Agreement are limited by the provisions therein.

25. **NONDISCRIMINATION.** In connection with the performance of Work under this Agreement, Grantee 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 or mental disability; and Grantee further agrees to insert the foregoing provisions in all subcontracts hereunder.

26. **ENTIRE AGREEMENT.** The parties agree that the provisions herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No amendments, unless expressly reserved to the Project Manager herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Agreement.

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

28. **SUBJECT TO APPROPRIATION.** Any obligation of the City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the City's Board of Councilmen and encumbered for the purposes of this Agreement.

29. **RECORDING.** Neither this Agreement nor any memorandum thereof may be recorded in the real property records of the City and County of Denver.

30. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Grantee consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, 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 Agreement 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 this Agreement 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.

END OF LICENSE; EXHIBITS AND SIGNATURE PAGES FOLLOW

WAIVER AGREEMENT AND JOINDER

The City entered into that certain Master Lease and Disposition Agreement for Stapleton International Airport dated July 21, 1998 as amended March 14, 2000, April 20, 2000, July 23, 2001 and December 31, 2002 (collectively, the “**MLD**”) between and STAPLETON DEVELOPMENT CORPORATION, a Colorado nonprofit corporation (the “**SDC**”).

SDC then entered into that certain Amended and Restated Stapleton Purchase Agreement with FOREST CITY ENTERPRISES, L.P. (successor to FOREST CITY ENTERPRISES, INC.) (“**Forest City**”), dated February 15, 2000, for the purchase and sale of the Option Property as defined in the Lease (the “Purchase and Sale Agreement”). Forest City assigned its rights to acquire the Option Property to FC Stapleton I, LLC, a Colorado limited liability company (“FCI”).

SDC joins in this Agreement solely to waive those requirements to complete Environmental Remediation pursuant to Section 11.01 and 11.02 of the MLD related to environmental conditions in, on, or under the Property to the extent such conditions are a result of the Permitted Activities under the Agreement.

Forest City and FCI join in this Agreement solely to waive those conditions to closing related to environmental conditions in, on, or under the Property pursuant to Section 4.1(D) of the Purchase and Sale Agreement, to the extent such conditions are a result of the Permitted Activities under the Agreement.

THIS WAIVER AGREEMENT is made to be effective as of the date of execution hereof by the undersigned in favor of the City and County of Denver and Purchaser, for itself and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed to be effective as of _____, 2017.

STAPLETON DEVELOPMENT CORPORATION, a Colorado nonprofit corporation

FOREST CITY ENTERPRISES, L.P., a Delaware limited Partnership

By: Forest City Realty Trust, Inc., a Maryland corporation, its General Partner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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 _____



Contract Control Number: PLANE-201735448-00

Contractor Name: Park Creek Metropolitan District

By: 

Name: Tammi T. Holloway
(please print)

Title: Assistant Secretary
(please print)

ATTEST: [if required]

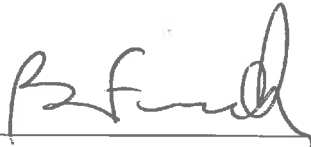
By: _____

Name: _____
(please print)

Title: _____
(please print)



FOREST CITY STAPLETON, INC.,
a Colorado corporation

By: 

Name: Brian Fennelly

Title: Vice President

PCMD signature page precedes this signature page; SDC follows

Multi-Purpose License-CPB and 47th Ave - 201735448-00



**STAPLETON DEVELOPMENT
CORPORATION,**
a Colorado non-profit corporation

By: 

Name: Tammi T. Holloway

Title: President's CEO

Forest City signature page precedes this signature page

Multi-Purpose License-CPB and 47th Ave - 201735448-00



EXHIBIT A

Northfield Blvd.
Stapleton Filing No. 13
Reception No. 2004204799

48th Ave.

South line of the
Southwest 1/4 of Section 15
North line of the
Northwest 1/4 of Section 22

Parcel 1
791,583 s.f.±
or 18.172 acres±

47th Ave.

Central Park Blvd.

Parcel 2
253,114 s.f.±
or 5.811 acres±

Stapleton Central Park
Blvd. Filing No. 1
Reception No.
2012082116

46th Pl.

46th Pl.

Stapleton Filing
No. 39
Reception Number
2013008622

Beeler Ct.



SCALE 1"=200'



6200 S. Quebec St.
Greenwood Village,
CO 80111
Tel: 303-740-2600
dave.johnson@aecom.com

Parcels 1 and 2 Exhibit

A PART OF THE SOUTHWEST QUARTER OF SECTION 15
AND A PART OF THE NORTHWEST QUARTER OF
SECTION 22, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF
THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF
DENVER DENVER, STATE OF COLORADO COLORADO

Scale: 1"=200'	Drawn by: JKB	Page No. 1 of 1 Page(s)	Drawing Name: SFN55-Borrow Parcel 1 and 2 EX
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This exhibit does not represent a monumented survey.

P 1158

General Notes

No.	Revisions/Name	Date



Project Name and Address:
STAPLETON REDEVELOPMENT
Paving 55 Units
of Construction

Project	Sheet
5/9/2017	1
Scale: 1" = 100'	



**Drury Inn & Suites
Denver Stapleton**

**PARCEL 1
DESCRIPTION**

A part of the Southwest Quarter of Section 15 and a part of the Northwest Quarter of Section 22, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

COMMENCING at the Northwest Quarter corner of said Section 22; thence South $31^{\circ}48'38''$ East a distance of 1165.68 feet to the northwest corner of Parcel 4 described at Reception Number 2012083125 in the Clerk and Recorder's Office of said City and County of Denver, also being a point on the easterly line of Parcel 3 - North described at Reception Number 2009116903 in said Clerk and Recorder's Office
thence North $00^{\circ}00'00''$ East, along said easterly line of Parcel 3 - North described at Reception Number 2009116903, a distance of 511.73 feet to the **POINT OF BEGINNING;**

thence North $00^{\circ}00'00''$ East, continuing along said easterly line of Parcel 3 - North, a distance of 557.96 feet to the southwest corner of Parcel 4 - North described at Reception Number 2009116900 in said Clerk and Recorder's Office;

thence along the southerly line of said Parcel 4 - North described at Reception Number 2009116900 and along the southerly line of FC Parcel B described at Reception Number 2004111300 in said Clerk and Recorder's Office the following four (4) courses:

- 1.) South $89^{\circ}06'52''$ East a distance of 573.41 feet;
- 2.) South $68^{\circ}06'04''$ East a distance of 70.58 feet;
- 3.) South $40^{\circ}15'11''$ East a distance of 466.98 feet to a point of non-tangent curve;
- 4.) along the arc of a curve to the left having a radius of 485.13 feet, a central angle of $25^{\circ}00'25''$, an arc length of 211.74 feet and whose chord bears South $28^{\circ}14'48''$ East a distance of 210.06 feet;

thence South $00^{\circ}00'00''$ East, parallel with and 1040.00 feet east of said easterly line of ALTA Parcel 3 (North) described at Reception Number 2009116903, a distance of 580.05 feet;

thence North $90^{\circ}00'00''$ West, a distance of 531.28 feet to the southeast corner of Parcel 4B described at Reception Number 2012146179 in said Clerk and Recorder's Office;

thence along the easterly line of said Parcel 4B described at Reception Number 2012146179 the following five (5) courses:

- 1.) North $00^{\circ}00'00''$ East a distance of 68.00 feet;

- 2.) North 90°00'00" West a distance of 5.00 feet;
- 3.) North 78°41'24" West a distance of 9.82 feet;
- 4.) North 11°18'36" West a distance of 9.82 feet;
- 5.) North 00°00'00" East a distance of 5.00 feet to the most northerly northeast corner of said Parcel 4B;

thence North 00°00'00" East a distance of 414.63 feet;
 thence North 11°18'36" East a distance of 9.82 feet;
 thence North 78°41'24" East a distance of 9.82 feet;
 thence North 90°00'00" East a distance of 4.95 feet;
 thence North 00°00'00" East a distance of 68.00 feet;
 thence North 90°00'00" West a distance of 4.95 feet;
 thence North 78°41'24" West a distance of 9.82 feet;
 thence North 11°18'36" West a distance of 9.82 feet;
 thence North 00°00'00" East a distance of 4.95 feet;
 thence North 90°00'00" West a distance of 68.00 feet;
 thence South 00°00'00" East a distance of 4.95 feet;
 thence South 11°18'36" West a distance of 9.82 feet;
 thence South 78°41'24" West a distance of 9.82 feet;
 thence North 90°00'00" West a distance of 43.99 feet;
 thence North 85°14'11" West a distance of 240.83 feet;
 thence North 90°00'00" West a distance of 128.62 feet to the **POINT OF BEGINNING.**

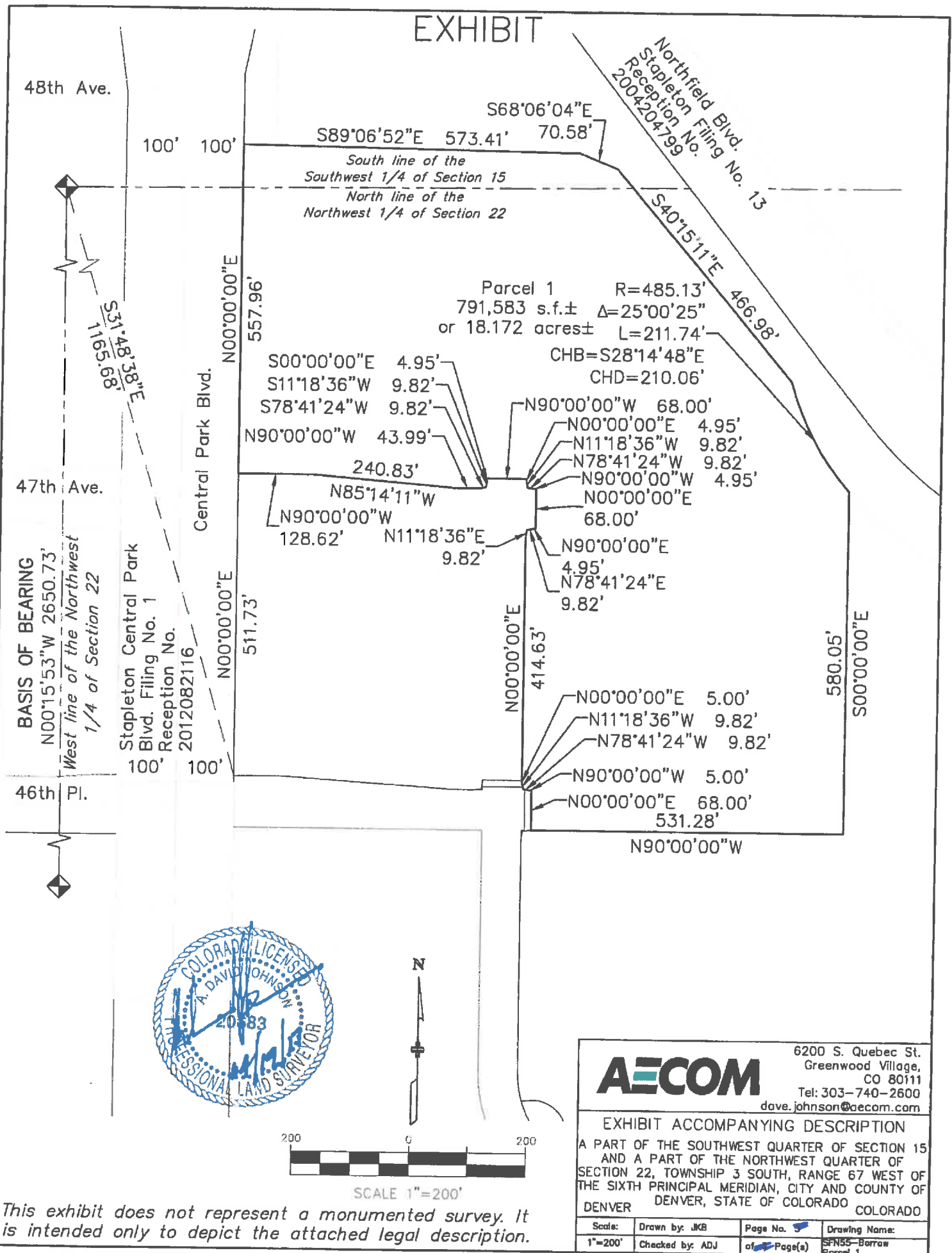
Containing 791,583 square feet or 18.172 acres, more or less.

BASIS OF BEARINGS: Bearings are based on the west line of the Northwest Quarter of Section 22, Township 3 South, Range 67 West of the Sixth Principal Meridian, said west line bearing North 00°15'53" West, based on NAD 83/92 Colorado Central Zone State Plane Coordinates, and as marked by a found 3-1/4" Aluminum Cap Stamped: AECOM PLS 20683 at the Northwest corner of said Section 22, and by a found 2-1/2" Aluminum Cap Stamped: PLS 35597 at the West Quarter corner of said Section 22.

 *04/12/17*
 A. David Johnson, P.L.S. 20683
 For and on behalf of AECOM
 6200 South Quebec St.
 Greenwood Village, CO 80111
 phone 303.740.2647
 dave.johnson@aecom.com

page 4 of 8

EXHIBIT



Northfield Blvd.
Stapleton Filing No. 13
Reception No.
2004204799

Parcel 1 R=485.13'
791,583 s.f.± Δ=25°00'25"
or 18.172 acres± L=211.74'
CHB=S28°14'48"E
CHD=210.06'

BASIS OF BEARING
N00°15'53"W 2650.73'
West line of the Northwest
1/4 of Section 22

Stapleton Central Park
Blvd. Filing No. 1
Reception No.
2012082116

Central Park Blvd.
N00°00'00"E 557.96'
N00°00'00"E 511.73'

AECOM
6200 S. Quebec St.
Greenwood Village,
CO 80111
Tel: 303-740-2600
dave.johnson@aecom.com

EXHIBIT ACCOMPANYING DESCRIPTION
A PART OF THE SOUTHWEST QUARTER OF SECTION 15
AND A PART OF THE NORTHWEST QUARTER OF
SECTION 22, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF
THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF
DENVER DENVER, STATE OF COLORADO COLORADO

Scale:	Drawn by: JKB	Page No. 5	Drawing Name:
1"=200'	Checked by: ADJ	of Page(s)	SFN55-Borrow Parcel 1

P 5 of 8

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

**PARCEL 2
DESCRIPTION**

A part of the Northwest Quarter of Section 22, Township 3 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 22;
thence South 31°48'38" East a distance of 1165.68 feet to the northwest corner of Parcel 4 described at Reception Number 2012083125 in the Clerk and Recorder's Office of said City and County of Denver, also being a point on the easterly line of Parcel 3 - North described at Reception Number 2009116903 in said Clerk and Recorder's Office and the **POINT OF BEGINNING**;

thence North 00°00'00" East, along said easterly line of Parcel 3 – North described at Reception Number 2009116903, a distance of 511.73 feet;

thence North 90°00'00" East a distance of 128.62 feet;
thence South 85°14'11" East a distance of 240.83 feet;
thence North 90°00'00" East a distance of 43.99 feet;
thence North 78°41'24" East a distance of 9.82 feet;
thence North 11°18'36" East a distance of 9.82 feet;
thence North 00°00'00" East a distance of 4.95 feet;
thence North 90°00'00" East a distance of 68.00 feet;
thence South 00°00'00" East a distance of 4.95 feet;
thence South 11°18'36" East a distance of 9.82 feet;
thence South 78°41'24" East a distance of 9.82 feet;
thence North 90°00'00" East a distance of 4.95 feet;
thence South 00°00'00" East a distance of 68.00 feet;
thence North 90°00'00" West a distance of 4.95 feet;
thence South 78°41'24" West a distance of 9.82 feet;
thence South 11°18'36" West a distance of 9.82 feet;
thence South 00°00'00" East a distance of 414.63 feet to the most northerly northeast corner of Parcel 4B described at Reception Number 2012146179 in said Clerk and Recorder's Office;

thence along the northerly line of said Parcel 4B described at Reception Number 2012146179 the following four (4) courses:

- 1.) North 90°00'00" West a distance of 68.00 feet;
- 2.) South 00°00'00" East a distance of 5.00 feet;
- 3.) South 11°18'36" West a distance of 9.82 feet;
- 4.) South 78°41'24" West a distance of 9.82 feet to the northerly line of said Parcel 4 described at Reception Number 2012083125;

thence along said northerly line of Parcel 4 described at Reception Number 2012083125 the following three (3) courses:

- 1.) North 90°00'00" West a distance of 39.46 feet;
- 2.) North 86°11'09" West a distance of 285.63 feet;
- 3.) North 90°00'00" West a distance of 88.15 feet to the **POINT OF BEGINNING.**

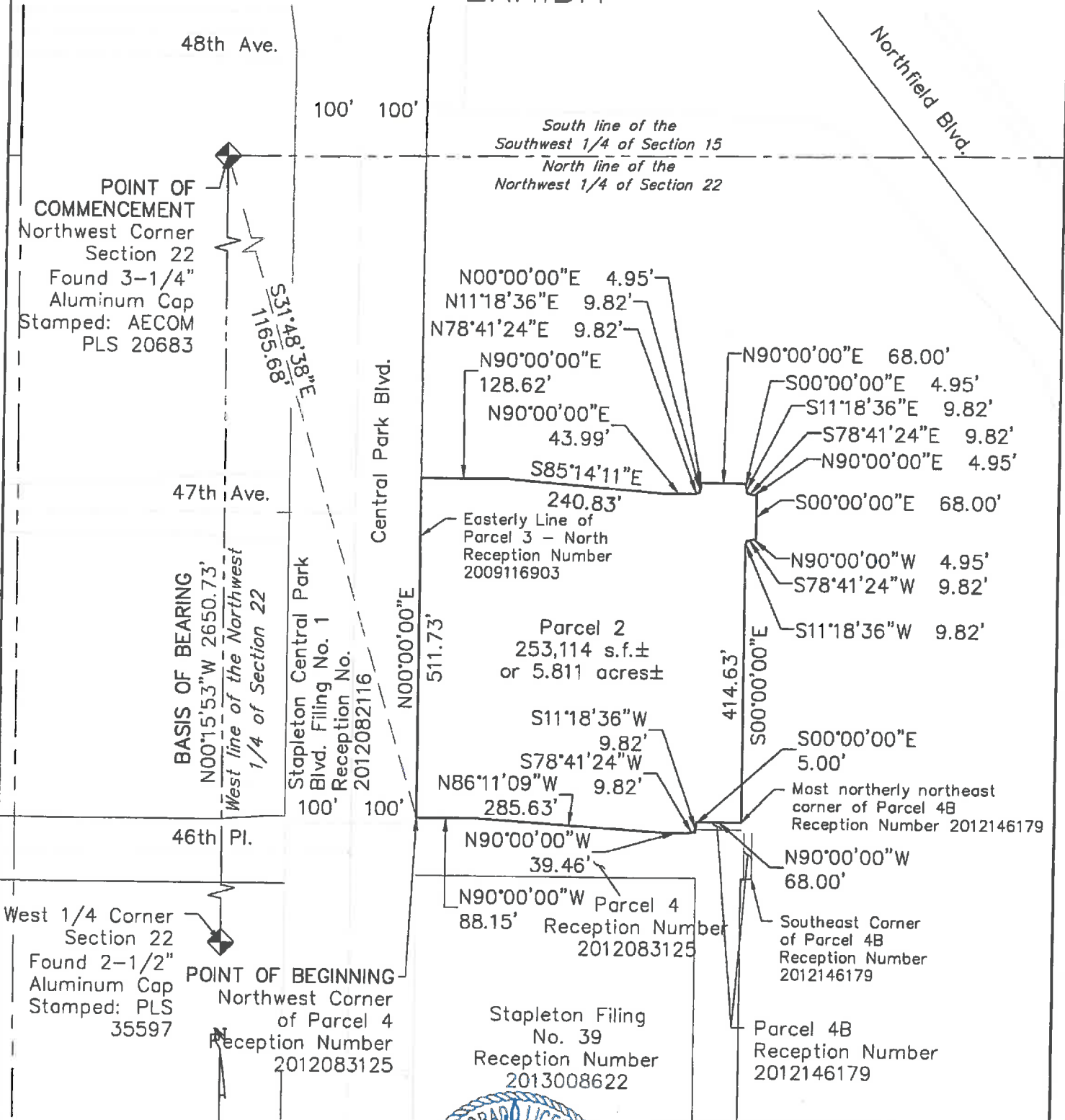
Containing 253,114 square feet or 5.811 acres, more or less.

BASIS OF BEARINGS: Bearings are based on the west line of the Northwest Quarter of Section 22, Township 3 South, Range 67 West of the Sixth Principal Meridian, said west line bearing North 00°15'53" West, based on NAD 83/92 Colorado Central Zone State Plane Coordinates, and as marked by a found 3-1/4" Aluminum Cap Stamped: AECOM PLS 20683 at the Northwest corner of said Section 22, and by a found 2-1/2" Aluminum Cap Stamped: PLS 35597 at the West Quarter corner of said Section 22.


A. David Johnson, P.L.S. 20683
For and on behalf of AECOM
6200 South Cooper St.
Greenwood Village, CO 80111
phone 303.740.2647
dave.johnson@aecom.com

P 718

EXHIBIT



SCALE 1"=200'



6200 S. Quebec St.
Greenwood Village,
CO 80111
Tel: 303-740-2600
dave.johnson@aecom.com

AECOM

EXHIBIT ACCOMPANYING DESCRIPTION
A PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO

DENVER COLORADO

Scale: 1"=200'	Drawn by: JKB	Page No. 2	Drawing Name:
	Checked by: ADJ	of 2 Page(s)	SFNS5-Borrow Parcel 2

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

P 8 of 8



Know what's below. Call before you dig.



Philip Kim

05/03/2017

HAUL ROUTE MAP

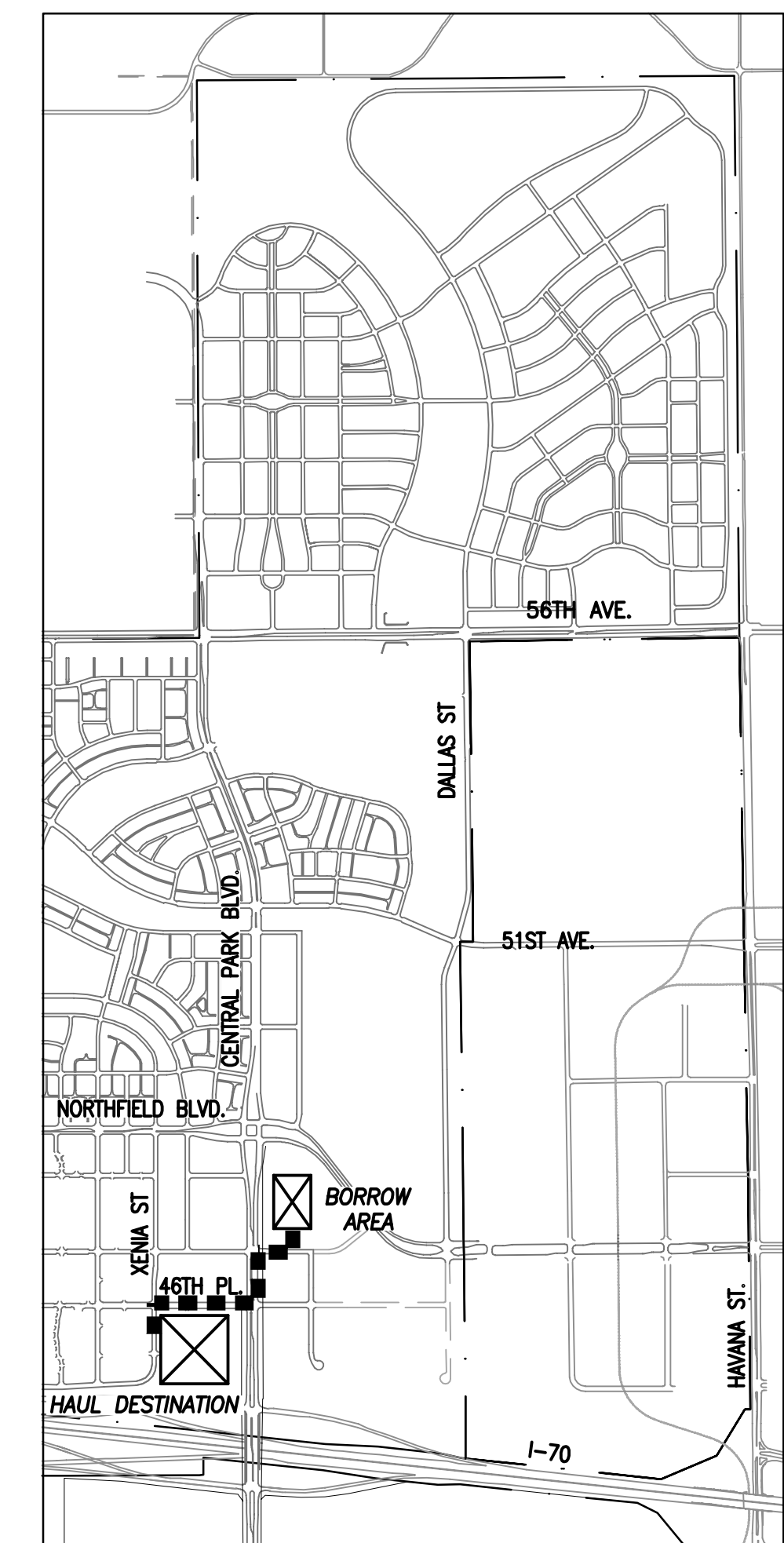


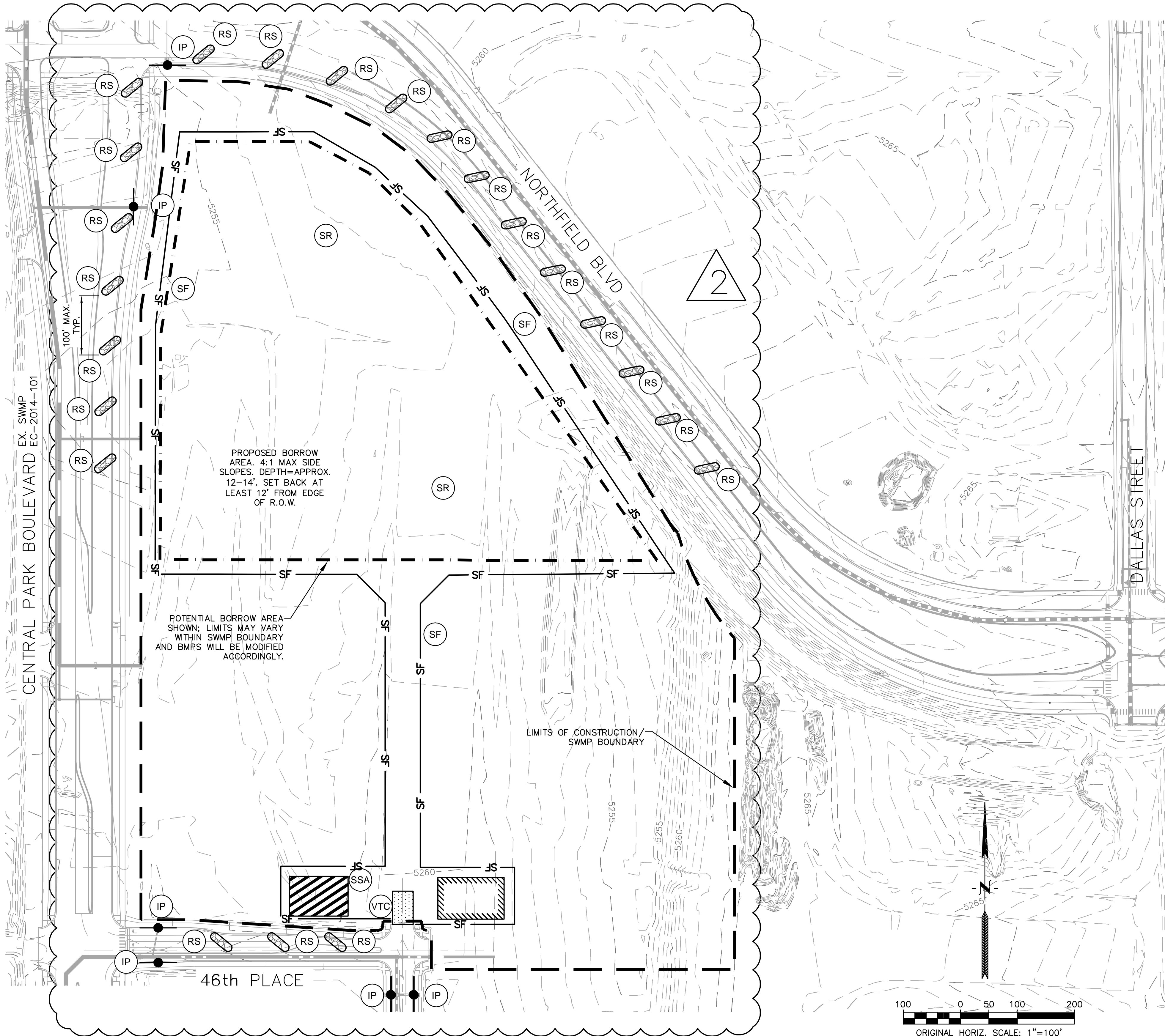
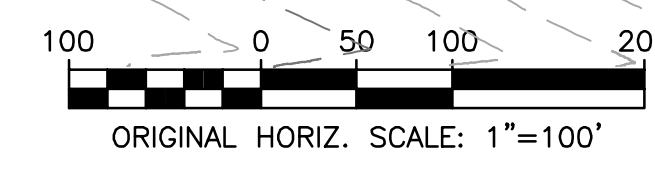
Exhibit B - 2 pages

LEGEND

- 5300 — PROPOSED MAJOR CONTOUR
- 5300 - - - PROPOSED MINOR CONTOUR
- - - 5300 - - - EXISTING MAJOR CONTOUR
- - - EXISTING MINOR CONTOUR
- - - E-SD EXISTING STORM DRAIN
- - - BORROW AREA
- - - LIMITS OF CONSTRUCTION
- ← FLOW ARROW
- (SF) — SF SILT FENCE
- (VTC) VEHICLE TRACKING CONTROL
- (SP) STOCKPILE MANAGEMENT
- (SR) SURFACE ROUGHENING
- (IP) INLET PROTECTION
- (SSA) STORAGE/STAGING AREA
- (RS) ROCK SOCK
- ▨ CONSTRUCTION PARKING

NOTE:

- CONTRACTOR TO APPLY SURFACE ROUGHENING, MULCHING AND EROSION CONTROL SEEDING AS SOON AS PRACTICAL. SEE PHASE 2 AND PHASE 3 DRAWINGS FOR LOCATIONS.
- STOCKPILE STABILIZATION NOTE: SOIL STOCKPILES THAT WILL REMAIN FOR MORE THAN THIRTY (30) DAYS NEED TO HAVE PERIMETER CONTAINMENT MEASURES INSTALLED PRIOR TO BEGINNING STOCKPILE CONSTRUCTION AND REQUIRE STABILIZATION WITHIN FOURTEEN (14) DAYS OF STOCKPILE CONSTRUCTION. ALL STOCKPILE AREAS SHALL BE SHOWN ON THE FIELD MANAGEMENT PLAN. ADEQUATE "FOOTPRINTS" FOR TOPSOIL STOCKPILES, STOCKPILES OF EXCESS EXCAVATED MATERIAL, AND STOCKPILES FOR IMPORTED MATERIALS SHALL BE SHOWN ON FIELD MANAGEMENT PLANS. PERIMETER CONTROLS ARE NOT REQUIRED IF STOCKPILE SLOPES ARE LESS THAN 3 TO 1 AND AREA MORE THAN 100 FEET FROM THE PROTECTED PERIMETER OF THE PROJECT BOUNDARY. STOCKPILES SHALL NOT BE SHOWN OUTSIDE THE LIMITS OF CONSTRUCTION



PROPOSED BORROW AREA. 4:1 MAX SIDE SLOPES. DEPTH=APPROX. 12-14'. SET BACK AT LEAST 12' FROM EDGE OF R.O.W.

POTENTIAL BORROW AREA SHOWN; LIMITS MAY VARY WITHIN SWMP BOUNDARY AND BMPs WILL BE MODIFIED ACCORDINGLY.

LIMITS OF CONSTRUCTION/ SWMP BOUNDARY

100' MAX. TYP.

CENTRAL PARK BOULEVARD EX. SWMP EC-2014-101

NO.	DATE	DESCRIPTION	BY
2	4/3/17	REVISED SWMP BOUNDARY	DS
1	11/14/16	CHANGED FROM STOCKPILE TO BORROW AREA	DS
REVISIONS			

CITY AND COUNTY OF DENVER
201 W. COLFAX
DENVER, COLORADO 80202
720-913-4500

6200 S QUEBEC STREET
GREENWOOD VILLAGE, COLORADO 80111
T. 303-740-2600, F. 303-694-3946



FOR AND ON BEHALF OF URS CORPORATION PROJECT No. 22243325

CITY AND COUNTY OF DENVER
DEVELOPMENT SERVICES - SITE ENGINEERING

DS PROJECT NO. 2014-0205/CASDP-EC-2015-044

PARKCREEK 7350 E. 29TH AVE. SUITE 200 DENVER, CO 80238

STAPLETON CPB/NORTHFIELD
STOCKPILE

PHASE 1 & 2 - SITE PREP & GRADING OVERLOT GRADING AND EROSION CONTROL PLAN

DESIGNED BY: JW	SCALE: 1"=100'	DATE ISSUED: 4/29/15	DRAWING NO. EC01R2
DRAWN BY: JW	HORIZ. 1"=100'	VERT. NA	
CHECKED BY: TG			SHEET 3 OF 8 SHEETS

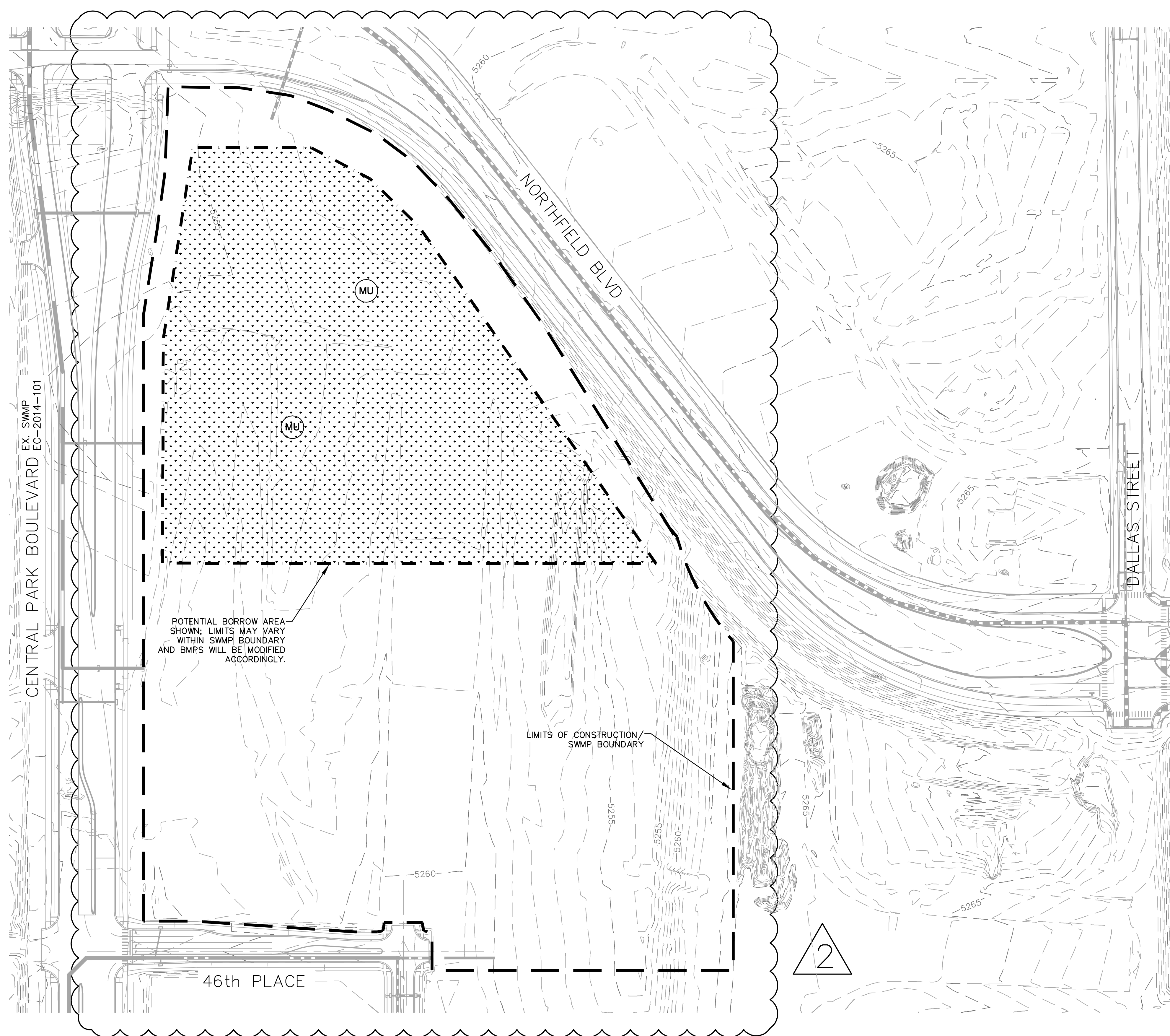
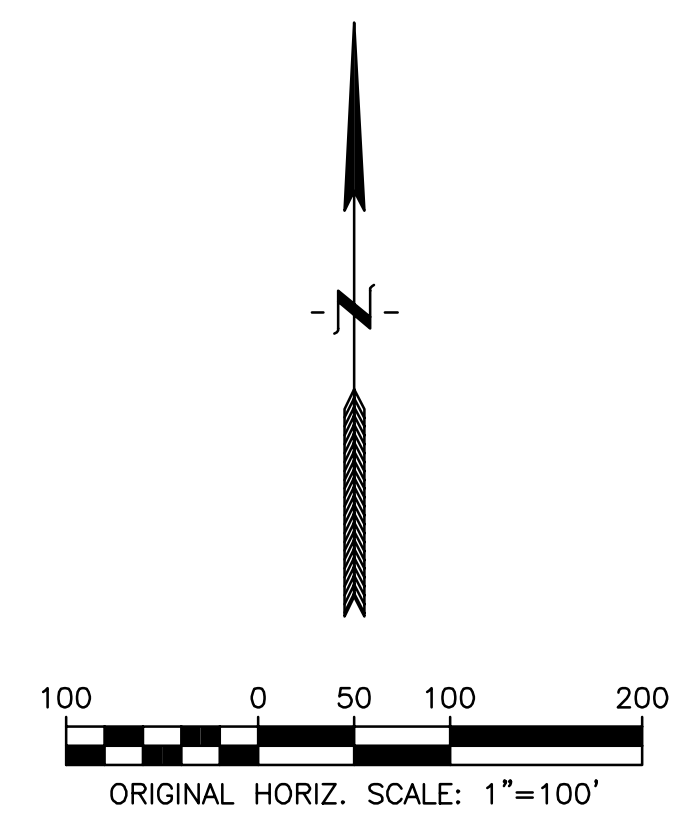
XREFS: 05018BREC DrawParcePreference(2012-03-09)-01 REVISED 540183.RF ROT SURFERRI 2805RFR1 2805RFR1 PH_1 AMT s333rfd1_ph_2 AMT S06RFR1 PH_2 s333rfd1_ph_1 AMT s333rfd1_ph_1 s228RFR1 Site-Location FCS-OWNERSHIP-09-14-07 FILE NAME: \\PROJECTS_INF\22241109_S Stapleton_Master\6.0 Projects\22243325_DWG\Intrct_Title_32\6.0 Projects\SWMP SE CPB Northfield\0_CAD_GIS\SWMP\05018REC01-03_AMENDED.dwg Apr 06 2017 1:46pm



Know what's below.
Call before you dig.

LEGEND

- 5300— PROPOSED MAJOR CONTOUR
- - -5300- - - PROPOSED MINOR CONTOUR
- - -5300- - - EXISTING MAJOR CONTOUR
- - - EXISTING MINOR CONTOUR
- E-SD — EXISTING STORM DRAIN
- - - - - LIMITS OF CONSTRUCTION
- ← FLOW ARROW
- ⊙ [Pattern] MULCHING (TACKED, MULCHED & SEEDED)



2

NO.	DATE	DESCRIPTION	BY
2	4/3/17	REVISED SWMP BOUNDARY	DS
1	11/14/16	CHANGED FROM STOCKPILE TO BORROW AREA	DS
REVISIONS			

DENVER
THE MILE HIGH CITY

CITY AND COUNTY OF DENVER
201 W. COLFAX
DENVER, COLORADO 80202
720-913-4500

STAPLETON
DEVELOPMENT TEAM

AECOM 6200 S QUEBEC STREET
GREENWOOD VILLAGE, COLORADO 80111
T. 303-740-2600, F. 303-694-3946

FOR AND ON BEHALF OF
URS CORPORATION
PROJECT No. 22243325

CITY AND COUNTY OF DENVER
DEVELOPMENT SERVICES - SITE ENGINEERING

DS PROJECT NO. 2014-0205/CASDP-EC-2015-044

PARKCREEK 7350 E. 29TH AVE. STAPLETON CPB/NORTHFIELD
METROPOLITAN DISTRICT SUITE 200 DENVER, CO 80238 STOCKPILE

**PHASE 3 – PERMANENT SITE STABILIZATION
OVERLOT GRADING AND EROSION CONTROL PLAN**

DESIGNED BY: JW	SCALE: 1"=100'	DATE ISSUED: 4/29/15	DRAWING NO. EC03R2
DRAWN BY: JW	HORIZ. NA		
CHECKED BY: TG	VERT. NA		

SHEET 5 OF 8 SHEETS

XREFS: 05018BREC_DriveParcePreference(2012-03-09)-01 REVISED 540183.RF.ROI.S061R01.2805R01.2805R01.PH.1.AM1.S061R01.Ph.1.AM1.S061R01.Ph.2.S333R01.PH.1.SZ28R01.Site-Location.FCS-OWNERSHIP-09-14-07
 FILE NAME: \\PROJECTS_INF\22241109_S Stapleton_Master\6.0 Projects\22243325_IDM_Introct_Title_32\6.0 Projects\05019 SWMP SE CPB Northfield\7.0 CAD_GIS\SWMP\05019SEC01-03_AMENDED.dwg Apr 04, 2017 - 10:44am

EXHIBIT C

Former Stapleton International Airport Site Import Soils Protocol

Soils from on-site or off-site borrow sources or other fill sources identified for potential use on property owned by the City and County of Denver (CCoD) within the Former Stapleton International Airport (SIA) are to be screened for environmental and geotechnical suitability using the protocols set out in this memorandum to ensure that such soils are suitable for unrestricted residential use.

Evaluation of Soil Source

Prior to initiating any soils sampling and testing, the history of the site from which the subject soils are being generated shall be assessed to determine whether the soils originate from an appropriate source and to prepare an appropriate screening approach and analytical suite to use during soil sampling and testing. Any contractor proposing the use of soils shall provide the location and history of the source to CCoD. CCoD shall determine if the history of the source makes the soils acceptable or precludes the soils as a viable fill source (e.g., a site with a heavy industrial history that has documented soil contamination or a site where leaking underground tanks were removed would be eliminated as a potential borrow source). If the source is generally acceptable, CCoD shall develop a soil screening and sampling approach and analytical suite for soil sampling. Analytical testing shall include assessment of geotechnical properties to determine if the soils are acceptable as fill on the SIA site for the intended purpose.

Frequency of Testing

The contractor shall collect a sample from the proposed source soils at a minimum frequency of one in every 2,000 cubic yards. If the borrow source is less than 2,000 cubic yards, a minimum of three soil samples shall be collected. Samples shall be a representative composite sample of each 2,000 cubic yard increment of soil. Method of sample collection will be approved by CCoD; sampling and analysis must occur prior to the import of any borrow source to SIA.

If during the screening of the borrow soils, the contractor observes continuing consistency from an appearance perspective, the contractor may request from CCoD a decrease in the frequency of testing while maintaining adequate documentation of the material being imported. Frequency may not be less than 1 in 5,000 cubic yards.

Analysis to be Conducted

Soil samples shall be analyzed, at a minimum, for the following analytes and corresponding analytical methodology.

Total Petroleum Hydrocarbons (Method 8015)

Volatile Organic Compounds (Method 8260)

Poly Aromatic Hydrocarbons (Method 8270)

RCRA Metals List of 8 (Method 6010)

Ethylene Glycol and Propylene Glycol (Method 8015B)

Polychlorinated Biphenyls (Aroclor 1016 and 1254) (Method 8082)

Pesticides (Method 8081A)

Concentrations of any contaminants detected in soil samples must be less than those concentrations enumerated in the Stapleton Numeric Criteria (SNC). CCoD will determine if the source history suggests that the analyte list be expanded to include additional SNC compounds. All analytical results must exhibit detection limits that are below the SNC for a given analyte/compound.

Screening Protocol

If determined to be appropriate by CCoD based on the history of the source and sample results, soil shall be screened by the contractor during placement at the SIA Site. Such screening shall include, at a minimum, screening for visual and olfactory indications of contamination. If the sampling results or source history indicates that further screening is appropriate, the contractor shall supplement the screening protocol to include use of mechanical screening devices (such as PID or other field screening devices). Soils that show signs of contamination shall be segregated and disposed of according to the our Materials Management Plan.

Documentation

Following completion of soil placement, the contractor shall prepare a letter report documenting the location where any source soils were placed, the quantity of soil placed, the source, the history of the source, the sampling and screening protocol implemented, and the analytical results of the sampling performed. The contractor shall submit a copy of the report to CCoD.

emailed to Jim Ledwin & Derek Brown
5-29-08

EARTHWORK SPECIFICATION INSERTS
STAPLETON FILING 16
KUMAR & ASSOCIATES PROJECT NO. 08-1-260

MATERIALS

- A. **Suitability.** All fill materials shall be free of vegetation, brush, sod, and other deleterious substances and shall not contain rocks or lumps larger than 6 inches in greatest dimension. Organic content of all fill materials shall be less than 3%.
- B. **Select Granular Fill.** Select granular fill shall consist of suitable Stapleton area granular soil or similar material containing 100% minus 6-inch material, no more than 10% plus 2-inch material, containing less than 50% passing the No. 200 sieve, and having a maximum plasticity index of 10.
- C. **Overlot Fill.** Overlot fill shall consist of suitable Stapleton area soil or similar material containing 100% minus 6-inch material, no more than 10% plus 2-inch material, containing less than 80% passing the No. 200 sieve, and having a maximum liquid limit of 40 and a maximum plasticity index of 20.

PLACEMENT AND COMPACTION

- A. **Preparation of Embankment Areas.** In areas of proposed embankment, remove all pre-existing fill material, disturbed material, and any unsuitable material down to suitable undisturbed natural soil as determined by a representative of the third party geotechnical engineer. Also flatten any existing excavation slopes to no steeper than 2:1 (horizontal:vertical). Prepare the base of the excavation by scarifying to a minimum depth of 8 inches, moisture conditioning to within 2 percentage points of optimum, and compacting to provide a stable, uniform base for fill placement. Rework any excessively moist or unstable areas as necessary to allow for proper compaction of embankment fill. Where fill is to be placed on slopes steeper than 4:1, excavate 2-foot to 4-foot high horizontal benches to allow fill placement in horizontal lifts. A representative of the third party geotechnical engineer shall be given the opportunity to observe all prepared embankment areas prior to fill placement.
- B. **Material Zones and Compaction Requirements.** Fill placed more than 8 feet below final grade shall consist of Select Granular Fill compacted to at least 100% of the ASTM D 698 (Standard Proctor) maximum dry density. Fill placed within 8 feet of final grade shall consist of Overlot Fill compacted to at least 95% of the ASTM D 698 maximum dry density. All fill placed to within 3 feet of final grade shall be placed at moisture contents between 1 percentage below and 3 percentage points above the ASTM D 698 optimum

moisture content. The moisture content shall be reduced to between plus/minus 2 percentage points of optimum in the upper 3 feet.

COMPACTION CONTROL AND QUALITY ACCEPTANCE

- A. **Material Conformance.** Suitability and material conformance of all fill materials will be checked by the third party geotechnical engineer prior to fill placement. The Contractor shall submit samples of all proposed fill materials to the third party geotechnical engineer for approval at least 48 hours prior to placement. Once material sources are initially approved, the third party geotechnical engineer's on-site representative will obtain a sample for conformance testing for at least every 25,000 cubic yards of fill placed, or when a change in material type occurs.

- B. **Compaction Testing.** In compacted fills, the representative of the third party geotechnical engineer will perform in-place nuclear moisture-density tests at a frequency of at least one test for each 2,000 cubic yards of fill placed, with at least one test performed at elevation increments of 1 to 1.5 feet for each day's work in each general work area. No layer of fill shall be covered by another layer until the proper moisture and compaction have been achieved and the area approved by the third party geotechnical engineer's representative.

Compaction Table:

	Deep Zone (Fill > 8-ft BFG*)	Middle Zone (8-ft < Fill < 3-ft BFG*)	Upper Zone (Fill < 3-ft BFG*)
Preparation	Scarify bottom of excavation to 8" minimum depth, moisture condition to optimum moisture content +/- 2% and recompact to provide uniform stable base for fill placement. Verify by 3 rd party geotechnical engineer.		
Soil Type	Select Granular (100% minus 6-inch, ≤10% plus 2-inch, <50% passing #200, Plasticity Index ≤10	Overlot Fill (100% minus 6-inch, ≤10% plus 2-inch, <80% passing #200, Liquid Limit ≤40, Plasticity Index ≤20	Overlot Fill (100% minus 6-inch, ≤10% plus 2-inch, <80% passing #200, Liquid Limit ≤40, Plasticity Index ≤20
Compaction Standard	100% Std Proctor in 8" Lifts	95% Std Proctor in 8" Lifts	95% Std Proctor in 8" Lifts
Moisture Content	-1% < MC < 3%	-1% < MC < 3%	-2% < MC < 2%

Notes:

* BFG denotes below finished grade

3rd party testing required for moisture and compaction at a rate of 1 test per 2000 cubic yards with at least one test performed at elevation increments of 1-1.5 ft for each day's work in each general work area.

EXHIBIT D

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201735448 Multi-Purpose License

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability

Minimum Limits of Liability (In Thousands)	\$100, \$500, \$100
---	----------------------------

1. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the 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 Agreement. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.

2. If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

Commercial General Liability

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000

The policy must provide the following:

1. That this Agreement is an Insured Contract under the policy.
2. Defense costs are outside the limits of liability.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
5. The full limits of coverage must be dedicated to apply to each project/location.
6. If liquor is to be sold or distributed, then Liquor Liability, (\$1,000,000 per claim and \$1,000,000 policy aggregate limit) with the City as an additional insured is required.

Business Automobile Liability

Minimum Limits of Liability (In Thousands):

Combined Single Limit	\$1,000
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The policy must provide the following:

1. Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
2. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	\$1,000
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The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Professional Liability, Design, Engineering and Construction Supervision

Minimum Limits of Liability (In Thousands)

Per Claim	\$1,000
Aggregate	\$1,000

The policy must provide the following:

1. Coverage shall extend to cover the full scope of all cost estimating work performed under the insured's contract with City.
2. Coverage shall apply for three (3) years after project is complete.
3. Coverage is to be on a primary basis, if other professional coverage is carried.

Contractors Pollution Liability

Minimum Limits of Liability (In Thousands):

Per Occurrence	\$1,000
Aggregate	\$1,000

The policy must provide the following:

1. 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 cleanup costs.
2. To sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos).
3. A severability of interest or separation of insured provision (no insured vs. insured exclusion)
4. A provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.
5. If the coverage is written on a claims-made basis:
 - a. the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and
 - b. continuous coverage will be maintained or an extended reporting period will be maintained for a period no less than three (3) years beginning from the time that work under this contract is completed.

Builders' Risk Insurance or Installation Floater

Minimum Limits of Liability (In Thousands)

Special Completed Value Basis

The policy must provide the following:

1. The insurance must be in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement

cost basis.

2. The insurance shall be written on a **Special Completed Value** Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading.
3. The Policy shall remain in force until formal acceptance of the project by the City or the placement of permanent property insurance coverage whichever is later.
4. The Builders' Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy.
5. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. 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.
6. 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 to the City, whichever is earlier
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.