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INTERGOVERNMENTAL AGREEMENT
ON A NEW AIRPORT

This AGREEMENT is made this 21st day of April, 1988 at Denver, Colorado between the CITY AND COUNTY OF DENVER ("Denver"), a municipal corporation of the State of Colorado, and the COUNTY OF ADAMS, ("Adams County") a county of the second class of the State of Colorado, pursuant to Article XIV, Section 18(2)(a) and Article XX of the Colorado Constitution and Sections 29-1-201 et seq. and 30-6-109.5 of the Colorado Revised Statutes.

ARTICLE I.

RECITALS

WHEREAS, Denver and Adams County have agreed that a New Airport, as hereinafter defined, should replace Stapleton International Airport in order to meet future demands for airport facilities; and

WHEREAS, the intent of this Agreement and the Intergovernmental Agreement on Annexation dated April 21, 1988 is to provide a safe, efficient and adequately sized New Airport which will improve the national air transportation system, will avoid unacceptable noise levels in surrounding communities and will serve as a catalyst for economic development in Adams County, Denver and the surrounding areas; and

WHEREAS, Denver has made representations to Adams County as to the noise impacts which will result from the operations of the New Airport; and

WHEREAS, Adams County is entering into this Agreement and the Intergovernmental Agreement on Annexation dated April 21, 1988, in reliance upon Denver's representations as to the noise impacts of the New Airport; and

WHEREAS, Adams County and Denver intend that noise impacts of the New Airport should be minimized by restricting residential land use in the immediate environs of the New Airport and encouraging commercial and industrial land uses; and

WHEREAS, Adams County and Denver intend that the commercial, industrial and international business development which will result from the New Airport should benefit both communities and the region as a whole; and

WHEREAS, the New Airport will require adequate access from Adams County, Denver and the region as a whole for passengers, employees and aviation-related businesses, including air cargo facilities; and

WHEREAS, Adams County and Denver have agreed that the New Airport should pay certain impact-related consideration for the benefit of Adams County and its school districts, as hereinafter described; and

WHEREAS, the New Airport and certain access roads will be built by Denver without the use of Adams County tax revenues.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Denver and Adams County hereby agree as follows:

ARTICLE II.

DEFINITIONS

As used in this Agreement, the words or phrases defined in this Article shall have the following meanings, unless the context otherwise clearly requires:

2.1. Accessory Uses to the airport shall mean only those land uses which are necessary for or directly related to the operation of the New Airport as a major air carrier airport, including but not limited to retail or concession space designed primarily to serve airline passengers and employees, such as rental cars and parking; manufacturing or other commercial activities which by customary practice require direct airside access; and office space directly related to aviation or airport operations.

2.2. Adams County shall mean the County of Adams, a county of the second class organized and existing as a subdivision of the State of Colorado under Article XIV of the Colorado State Constitution and Title 30 of the Colorado Revised Statutes.

2.3. Adams-Arapahoe Joint School District 28J shall mean the Aurora school district which is a body corporate organized and existing under Article IX of the Colorado State Constitution and Title 22 of the Colorado Revised Statutes.

2.4. Adams-Weld Joint School District 27J shall mean the Brighton school district which is a body corporate organized and existing under Article IX of the Colorado

State Constitution and Title 22 of the Colorado Revised Statutes.

- 2.5. Airport Boulevard shall mean the restricted-access freeway which will serve as the passenger access to the New Airport and which will run from Interstate 70 to the terminal area of the New Airport, as depicted in Exhibit G.
- 2.6. Airport Proprietor shall mean the owner and operator of an airport who exercises proprietary rights over that airport, including those rights recognized by 49 U.S.C. Section 1305(b)(1) (1987).
- 2.7. Arterial Road shall mean a major thoroughfare with public right-of-way not to exceed 140 feet in width.
- 2.8. Best Efforts shall mean efforts reasonably calculated to be sufficient to accomplish the desired goal within the desired period of time and timely made in accordance with such calculations.
- 2.9. City Council shall mean the legislative body of the City and County of Denver, sometimes referred to as "Board of Councilmen of the City and County of Denver."
- 2.10. City of Aurora shall mean the home-rule City of Aurora, a municipal corporation organized and existing under Section 6, Article XX of the Colorado State Constitution.
- 2.11. Clear Zones shall mean certain property to be owned by Denver, as depicted in Exhibit A, which will remain free of obstructions that would interfere with the safe and unrestricted passage of aircraft in and over the area.
- 2.12. Commence Construction shall mean commencement of actual work including, but not limited to, clearing, grubbing, demolition or grading.
- 2.13. Cut-over Period shall mean that period of time, not to exceed twenty-four (24) hours, determined and announced by Denver for the cessation of airline operations at Stapleton International Airport and commencement of airline operations at the New Airport.
- 2.14. Date of Beneficial Occupancy of the New Airport shall mean the time at which the New Airport is available for use by the airline, concession and other tenants then occupying Stapleton International Airport, whether or not such tenants actually move to the New Airport when it is ready, but in no event shall such time be later than the expiration of the Cut-over Period.

- 2.15 dB or decibel shall mean the usual unit for measuring the relative loudness of sounds, measured on the A Scale.
- 2.16. Denver shall mean the City and County of Denver which is a municipal corporation organized and existing under Article XX of the Colorado State Constitution.
- 2.17. Denver's Airport Bond Ordinances shall mean ordinances passed from time to time by the City Council authorizing issuance of bonds to be secured by revenues of the airport system owned and operated by Denver.
- 2.18. Denver's 1984 Airport System General Bond Ordinance shall mean the City and County of Denver Ordinance No. 626, Series of 1984.
- 2.19. E-470 shall mean the planned circumferential highway, or any part thereof, around the Denver metropolitan area to the east, whether built or to be built by the E-470 Authority, by the City of Aurora or by any other responsible jurisdiction.
- 2.20. Environmental Impact Statement or EIS shall mean a document required by Section 102 (2)(C) of the National Environmental Policy Act, 42 U.S.C. 4332(2)(C), as a prerequisite to initiation of any major federal action significantly affecting the quality of the human environment.
- 2.21. Federal Aviation Administration or FAA shall mean the Federal Aviation Administration of the United States or another authority succeeding to its regulatory or operational powers and functions.
- 2.22. Flight Corridor shall mean airspace expressed in terms of width and direction designated for use by aircraft in approaching or departing from the New Airport.
- 2.23. Hazard Development shall mean: (i) those land uses which would constitute obstructions under standards established pursuant to Federal Aviation Regulation, 14 C.F.R. part 77 (1987), as amended, and (ii) all other land uses defined by federal laws, regulations or executive orders, or by future agreement between Denver and Adams County or between Denver and the city, if any, within which the applicable land lies, as airport hazards which obstruct the airspace required for the flight of aircraft in landing or taking off at the New Airport or are otherwise hazardous to such landing or taking off of aircraft.

- 2.24. Hazard Development Covenant shall mean a restrictive covenant placed on real property which prohibits Hazard Development.
- 2.25. Hazard Release Condition shall mean the condition occurring when a particular use of an applicable real property interest is no longer a Hazard Development nor is projected to be a Hazard Development according to the Master Plan for the New Airport which is current at the time of the proposed release of such property from the Hazard Development Covenant.
- 2.26. Hotel Room shall mean a room or or rooms rented as a single unit located in a building providing temporary lodging and public accommodations.
- 2.27. Hotel Zone shall mean that area in Adams County indicated in Exhibit J in which the number of hotel rooms available will be included in the formula contained in paragraph 8.2.
- 2.28. Incompatible Residential Development shall mean those uses identified in Federal Aviation Regulation, 14 C.F.R. Section A150.101, Table 1 (1987), as residential uses which are noncompatible with yearly day-night average sound levels above 65 decibels (65 Ldn).
- 2.29. Incompatible Residential Development Covenant shall mean a restrictive covenant placed on real property which prohibits Incompatible Residential Development.
- 2.30. Ldn shall mean the 365-day average, in decibels, of day-night average sound levels generated by aircraft flight operations associated with the New Airport, calculated in the manner prescribed in 14 C.F.R., part 150 (1985).
- 2.31. Ldn noise contours shall mean a geographic depiction of the outer boundaries of certain Noise Exposure Levels on a map of the land area surrounding the New Airport, prepared in compliance with the provisions of 14 C.F.R. part 150, subparts A and B (1985).
- 2.32. Leq(24) shall mean the 365-day average of the steady A-weighted sound level in decibels over a 24-hour period that has the same acoustic energy as the fluctuating noise during that period which is generated by aircraft flight operations associated with the New Airport.
- 2.33. Manager of Public Works shall mean the officer of Denver who is vested exclusively with the management, operation and control of Stapleton and the New Airport, or any officer of Denver succeeding to this authority.

- 2.34. Master Plan for the New Airport shall mean an airport layout plan, as defined in 14 C.F.R. section 151.5(a) (1985), for the New Airport which has been approved by FAA.
- 2.35. New Airport shall mean any new major air carrier airport, owned and operated by Denver, and its distinct financial organization as an enterprise fund under the exclusive management and control of the Manager of Public Works.
- 2.36. New Airport Site shall mean the real property on which the New Airport will operate situated within the boundaries of the area which is depicted and described as such in Exhibit A and which is part of the area to be annexed to Denver pursuant to the separate Intergovernmental Agreement on Annexation between Denver and Adams County attached hereto as Exhibit C, but such real property does not include the Clear Zones.
- 2.37. Noise Contours shall mean, prior to approval of the EIS for the New Airport by FAA, the property described as Noise Contours in Exhibit D. After final approval of the EIS by FAA, Noise Contours shall mean the following Ldn noise contours as determined in the EIS or as otherwise determined by Denver and Adams County: (a) in the area depicted in Exhibit D as Area 1, either (i) the 60 Ldn noise contour where the city or county with applicable land use jurisdiction has enacted a current zoning ordinance or regulation which prohibits all residential uses, not existing as of right at the time of enactment of such ordinance or regulation, within 60 Ldn noise contours or (ii) the 65 Ldn noise contour where the city or county with applicable land use jurisdiction has not enacted such a prohibition; and (b) in the area depicted in Exhibit D as Area 2, the 60 Ldn noise contour.
- 2.38. Noise Exposure Level shall mean noise at various locations resulting from aircraft flight operations at the New Airport, as measured in terms of dB, Ldn or Leq.
- 2.39. Noise Release Conditions shall mean the occurrence of the following conditions: (i) two successive noise studies complying in form with the provisions of 14 C.F.R. part 150, subparts A and B (1985), have indicated that certain applicable property is no longer within the Noise Contours, and (ii) such applicable property is not projected to be within the Noise Contours following the construction of new runways included in the Master Plan for the New Airport which is current at the time of a proposed release of such property from the Residential Development Covenant.

- 2.40. Preferential Runway Use System shall mean the guidance provided to and customarily approved and followed by FAA air traffic control personnel which is intended to, establish the runway utilization patterns for the New Airport under various conditions of weather, traffic demand and previous operations.
- 2.41. Real Property Interests shall mean any rights in and to real property, whether classified as property or contract rights, whether severed or whole, divided or undivided, of whatever nature, however related to the real property.
- 2.42. Scenic buffer shall mean a strip of land extending 1,000 feet on each side from the centerline of Airport Boulevard, which shall be preserved as open space.
- 2.43. Stapleton or Stapleton International Airport, shall mean the major air carrier airport currently located at 3200 Quebec Street, Denver, Colorado, and its distinct financial organization as an enterprise fund under the exclusive management and control of the Manager of Public Works.
- 2.44. Transportation Corridor shall mean the real property within the boundaries of the area depicted and described as such in Exhibit A, which is a part of the area to be annexed to Denver pursuant to the separate Intergovernmental Agreement on Annexation between Denver and Adams County, attached hereto as Exhibit C.

ARTICLE III.

LOCATION, RUNWAY CONFIGURATION AND FLIGHT CORRIDORS

- 3.1. Location. The New Airport shall be located only on the New Airport Site.
- 3.2. Configuration. The configuration of New Airport runways in relation to each other and to the boundaries of the New Airport and the Flight Corridors for each runway shall be as shown on the attached Exhibit B.
- 3.3. EIS Consistent. Denver and Adams County recognize that the New Airport is subject to approval by the FAA after completion of the New Airport EIS. Denver shall not construct or operate the New Airport or any part thereof unless the configuration of runways and the associated Flight Corridors for the preferred alternative in the New Airport EIS, in any supplemental EIS for the New Airport, or in any subsequent EIS for the New Airport or

part thereof, are the same in all significant respects as those shown in Exhibit B; provided, however, that Adams County may approve any differences between such EIS and Exhibit B with regard to runway configuration and Flight Corridors.

- 3.3.1. Adams County shall make known any objections it has to the runway configuration or Flight Corridors contained in the draft of any such EIS during the comment period on such draft provided for in 40 C.F.R. sec. 1503.1, or such objections shall be waived for purposes of this Agreement. Denver and Adams County agree to use their best efforts to work with the FAA to resolve to Adams County's satisfaction any differences in runway configuration and Flight Corridors between Exhibit B and any such EIS.

ARTICLE IV.

ANNEXATION AND LAND ACQUISITION

- 4.1. Annexation Boundaries. It is intended by the parties that Denver shall annex the land shown in Exhibit A. The annexation boundaries are established in the separate Intergovernmental Agreement on Annexation between Denver and Adams County, of even date, a copy of which is attached hereto as Exhibit C, which shall be submitted for ratification to the registered electors of Adams County pursuant to the provisions of Section 30-6-109.5, C.R.S.
- 4.2. Land Acquisition. Except as provided in this agreement, Denver shall not acquire any real property or real property interests in Adams County for New Airport purposes, unless otherwise agreed to in writing between or among Denver and Adams County and the city, if any, within which such real property or real property interest is located.
- 4.3. Clear Zones. Denver may acquire and retain in fee simple the land in Adams County within the Clear Zones indicated in Exhibit A.
- 4.3.1. Permitted Uses. Denver may use the land in the Clear Zones only for installing, operating or maintaining navigation or other aids used by aircraft for landing at or taking off from the New Airport, aviation-related weather reporting equipment, noise monitoring equipment or other equipment required by the FAA for the safe operation of the New Airport.
- 4.3.2. Other Uses. Denver shall grant without

additional consideration easements across its property in the Clear Zones to Adams County or any city exercising land use jurisdiction over property in or abutting the applicable Clear Zone, to permit public rights-of-way for roads and trails; provided, however, that no road or trail may be closer than 2700 feet from the end of any runway. Denver shall permit the property in the Clear Zones to be used for passive uses (including but not limited to agriculture) which do not interfere with airport operations, clear aerial approaches, or use of any equipment located in the Clear Zones pursuant to paragraph 4.3.1, as mutually agreed between Denver and Adams County or any Adams County city within which a Clear Zone might lie.

4.3.3. As part of the land use regulations required in paragraph 8.3, Adams County shall adopt or the city exercising land use jurisdiction over the applicable property shall adopt regulations which restrict the use of the Clear Zones to only those uses described in paragraph 4.3.1 or 4.3.2.

4.4 Mitigation Payments. Stapleton or the New Airport shall make annual mitigation payments for all real property in Adams County owned in fee simple by Denver for airport purposes, to Adams County, or to any incorporated city within which the property is located, and to the applicable school district. The mitigation payments shall be made to compensate the applicable jurisdiction for the fact that property will be owned for airport purposes, but will not produce revenue for the jurisdiction so long as it is held by Stapleton or the New Airport.

4.4.1. Calculation of Payments. If Adams County, or any city within which the property owned by Denver is located, has restricted use of the applicable Clear Zones for only those uses described in paragraphs 4.3.1 and 4.3.2, as required in paragraph 4.3.3, then the mitigation payments to that jurisdiction shall be equal to the property tax payments which would have been due for the property were it owned by a tax-paying entity, according to the mill levy schedule applicable at the time of the payment. If the land use regulations required in paragraph 4.3.3 have not been adopted for the applicable Clear Zone, then the mitigation payments to the appropriate jurisdiction shall be equal to the property tax payments which would have been due for the property at the time it was acquired by Denver.

4.4.2. Higher Uses. To the extent Denver develops the property to a higher use which would result in an

increase in property taxes if the property were owned by a tax-paying entity, and which use is not included in paragraph 4.3.1 or 4.3.2, such payment shall be equal to the property taxes which would have been paid, based upon the new use, if the property were not owned by a tax-exempt entity.

4.4.3. Third-party Beneficiaries. Any incorporated city or school district entitled to a mitigation payment shall be a third-party beneficiary of this paragraph 4.4.

4.5. Prevention of Residential Development. In order to ensure that development around the New Airport is compatible with the noise produced by aircraft flight operations as governed by the Noise Exposure Performance Standards established in Article V herein, after notice to and consultation with Adams County or any city exercising land use jurisdiction over the applicable property, Denver may acquire by purchase, condemnation or otherwise, property rights for Incompatible Residential Development within the Noise Contours as such Noise Contours are depicted in Exhibit D. Denver shall dispose of any Incompatible Residential Development rights so acquired which are later determined in the EIS for the New Airport to be outside the Noise Contours in a manner consistent with the provisions of paragraph 4.8 below.

4.5.1. Incompatible Residential Development Covenant. As a means of permanently preventing Incompatible Residential Development, Denver shall impose by deed a prohibition on Incompatible Residential Development within the Noise Contours as a restrictive covenant on property within the Noise Contours. The prohibition on Incompatible Residential Development shall be in the form of an Incompatible Residential Development Covenant acceptable in form to Denver, to Adams County and to any city within which such property may lie. The covenant shall be imposed for the benefit of the public health and safety and such covenant shall run with the land. The covenant will inure to the benefit of Denver, the New Airport and the real property comprising the New Airport and shall be expressly enforceable by the Airport Proprietor of the New Airport or the city or county exercising land use jurisdiction over the property subject to the covenant. Denver shall dispose of any property interests remaining in its ownership after imposition of an Incompatible Residential Development Covenant, and not subject to a Hazard Development Covenant, in a manner consistent with paragraph 4.8.

4.5.2. Noise Release Conditions. Upon occurrence of the Noise Release Conditions with respect to a particular property, the property rights for Incompatible Residential Development related thereto shall be deemed surplus property rights unnecessary for airport purposes. Within thirty (30) days of determining that Noise Release Conditions have occurred with respect to a particular property, Denver shall notify both the owner of the property and the city or county exercising land use jurisdiction over it. Upon petition by the owner or by such city or county, Denver shall release the Incompatible Residential Development Covenant or dispose of any property rights for Incompatible Residential Development with respect to the applicable property in the manner prescribed in paragraph 4.8. In addition, a property which satisfies the Noise Release Conditions may be removed by the city or county exercising land use jurisdiction over that property from the application of the land use restrictions regarding Incompatible Residential Development provided for in paragraph 8.3.

4.5.3. Noise Studies. Every two years, Denver shall conduct noise studies complying in form with the provisions of 14 C.F.R., part 150, subparts A and B (1985) for the purpose of determining whether Noise Release Conditions have occurred. The first study shall be completed within five years after the Date of Beneficial Occupancy of the New Airport.

4.6. Prevention of Hazard Development. In order to ensure that development around the New Airport does not obstruct required airspace and is not hazardous to aircraft operations, after notice to and consultation with Adams County or any city exercising land use jurisdiction over the applicable property, Denver may acquire by purchase, condemnation or otherwise, property rights necessary to prevent Hazard Development. Denver shall dispose of all real property interests so acquired which are later determined in the EIS for the New Airport not to be necessary to prevent Hazard Development in a manner consistent with the provisions of paragraph 4.8 below.

4.6.1. Hazard Development Covenant. As a means of permanently preventing Hazard Development in the vicinity of the New Airport, Denver shall impose by deed a prohibition on Hazard Development as a restrictive covenant on the applicable property. The Hazard Development Covenant shall be in a form acceptable to Denver, to Adams County and to any city within which such property may lie. The covenant

shall be imposed for the benefit of public health and safety and such covenant shall run with the land. The covenant will inure to the benefit of Denver, the New Airport and the real property comprising the New Airport and shall be expressly enforceable by the Airport Proprietor of the New Airport or the city or county exercising land use jurisdiction over the property subject to the covenant. Denver shall dispose of any property interests remaining in its ownership after imposition of a Hazard Development Covenant, and not subject to an Incompatible Residential Development Covenant in a manner consistent with the provisions of paragraph 4.8.

4.6.2. Hazard Release Conditions. Upon occurrence of the Hazard Release Conditions with respect to a particular property interest, that property interest shall be deemed a surplus property interest unnecessary for airport purposes. Within thirty (30) days of determining that Hazard Release Conditions have occurred with respect to a particular property interest, Denver shall notify both the owner of the property interest and the city or county exercising land use jurisdiction over it. Upon petition by the owner or by such city or county, Denver shall release the Hazard Development Covenant or dispose of those property interests which satisfy the Hazard Release Conditions in a manner consistent with the provisions of paragraph 4.8. In addition, a particular property interest which satisfies the Hazard Release Conditions may be removed by the county or city exercising land use jurisdiction over the property interest from the application of the land use restrictions relating to Hazard Development provided for in paragraph 8.3

4.7. Constructive Takings. It shall not be a violation of this Agreement for Denver to acquire property or property interests, after consultation with Adams County or any city within which such property lies, by reason of orders issued by a court of competent jurisdiction requiring such acquisition by Denver because a constructive taking has been found, or by reason of Denver's settlement of a lawsuit alleging a constructive taking. Denver shall dispose of any property interests acquired under this paragraph which may not be retained pursuant to paragraphs 4.5 and 4.6. in a manner consistent with the provisions of paragraph 4.8.

4.8. Disposition of Property Interests. Denver agrees to dispose of any property interests determined to be unnecessary to avoid Incompatible Residential Development or Hazard Development under paragraphs 4.5 and 4.6, in a

manner satisfactory to Adams County and consistent with the provisions of federal law, Colorado law and Denver's charter, ordinances and home rule powers, including without limitation Denver's airport bond ordinances, but with the exception of any ordinance or regulation which a court of competent jurisdiction has determined was adopted for the purpose of frustrating the intent of any provision of this Agreement. Such disposition, to the extent consistent with the provisions of law mentioned herein, shall be completed by Denver no later than one (1) year following the determination pursuant to any provision of paragraph 4.5 or 4.6 that the property interest is unnecessary to avoid Incompatible Residential Development or Hazard Development.

- 4.9. Section 11. Within two years of the annexation to Denver of the property described in Exhibit B, and prior to any disposition of property interests therein, Denver shall consent to and petition for the annexation of Section 11, R3S, 66W to the City of Aurora. Denver shall begin to dispose of its property interests in Section 11 determined to be unnecessary to avoid Incompatible Residential Development or Hazard Development pursuant to paragraphs 4.5 and 4.6, no later than six (6) months following commencement of aircraft flight operations at the New Airport. Such disposition shall be consistent with paragraph 4.8, and shall be conditioned upon offers from financially responsible parties to purchase Denver's property interests at no less than fair market value. Denver shall actively solicit and pursue such offers.

ARTICLE V.

NOISE CONTROL AND MITIGATION

- 5.1. Importance of Noise Control. Denver recognizes that noise generated by aircraft flight operations constitutes a primary concern of the citizens of Adams County and that Adams County and its cities will rely on the provisions of this Agreement to make important land use decisions concerning the appropriate location of residential, commercial and industrial development. Adams County concludes that the 65 Ldn noise contours and the Leq(24) noise level projections contained in Exhibits E and F, respectively, constitute acceptable, necessary and appropriate standards for maximum Noise Exposure Levels. Denver recognizes that it is vitally important that the design, construction and operation of the New Airport result in actual Noise Exposure Levels which conform to those standards.

5.2. Preferential Runway Use. The Preferential Runway Use System at the New Airport shall be established and operated in a manner calculated to result in Noise Exposure Levels consistent with the Noise Exposure Performance Standards established in paragraph 5.3.

5.2.1. The Preferential Runway Use System shall require that departures to the west from runway 26R be limited to stage three aircraft, as defined in 14 C.F.R. Section 36.1(f).

5.2.2. At such time as residential development occurs on currently undeveloped but residentially zoned land in the City of Aurora south of 6th Avenue, departure Flight Corridors at the New Airport shall be adjusted as necessary to prevent such residential development from falling within a 60 Ldn noise contour from the New Airport.

5.3. Noise Exposure Performance Standards. The Noise Exposure Performance Standards ("NEPS") for operation of the New Airport are hereby established as follows:

5.3.1. 65 Ldn Noise Contour. The NEPS shall be the outer boundary as depicted in Exhibit E of the 65 Ldn noise contours currently projected for either: (a) Phase 1 (1995) development of the New Airport or (b) long range (2020) development of the New Airport. The 65 Ldn noise contour actually produced by aircraft flight operations, determined on an annual basis, shall not cover land in Adams County which is not included within the NEPS Ldn noise contour.

5.3.2. Leq(24). The NEPS shall be the Leq(24) values depicted in Exhibit F. The Leq(24) grid points have been chosen to protect residential areas existing at the time of this Agreement and the wildlife sanctuary at Barr Lake. The NEPS Leq(24) represent the lower of the following: (a) one dB below the Leq(24) value for 1987 flight operations at Stapleton, or (b) the higher of the Leq(24) value for Phase 1 (1995) or long range (2020) development of the New Airport. The Leq(24) value actually produced each year at any selected grid point by aircraft flight operations shall not exceed the NEPS Leq(24) for that grid point.

5.3.3. EIS Consistent. If the operational procedures 527 for the New Airport proposed by FAA in a draft EIS for the New Airport would produce Noise Exposure Levels which would deviate from the NEPS, as defined in paragraph 5.5, then Denver shall not construct the

New Airport until such deviations have been eliminated in a final EIS for the New Airport. The NEPS shall constitute the noise standards for the New Airport and the consequences of deviations between the NEPS and actual Noise Exposure Levels shall be determined and governed by paragraphs 5.5 and 5.6.

- 5.4. Noise Monitoring. As part of the construction and operation of the New Airport, Denver shall install and operate a noise monitoring system capable of recording noise levels sufficient to calculate Ldn noise contours and Leq(24) values for the purpose of monitoring and enforcing the NEPS.
- 5.4.1. Location of Monitors. Permanent noise monitoring stations will be established and maintained in the noise-sensitive areas for which NEPS Leq(24) have been established in such a way that each grid point for which a NEPS has been established shall be no more than one and one-half miles from a monitoring station.
- 5.4.2. Access to Data. The noise monitoring system will be operated continuously and the data generated by the system will be made available to Adams County and its cities on a real-time, continuous basis. The New Airport will publish data in quarterly reports, to which Adams County and its cities shall have immediate access.
- 5.4.3. Annual Calculation. The data generated by the noise monitoring system shall be used to calculate on an annual basis, beginning one (1) year after commencement of aircraft flight operations at the New Airport, the actual 65 Ldn noise contours and the actual Leq(24) values at the grid points in Exhibit F, in order to determine compliance by the New Airport with the NEPS established in paragraph 5.3.
- 5.5. Deviations from NEPS. Actual Noise Exposure Levels which deviate from the NEPS in the following manner shall be considered violations of the NEPS, each deviation being a separate violation:
- 5.5.1. Class I NEPS Violations. Class I violations shall mean: (a) an actual Leq(24) value for any grid point in Exhibit F which exceeds the Leq(24) NEPS for that grid point by 2 dB or less; or (b) an actual 65 Ldn noise contour which covers land not included within the NEPS Ldn noise contour, where such land is located east of Hayesmount between 120th Avenue and 72nd Avenue or where such land has been

designated by mutual agreement between Denver and the jurisdiction in which such land lies at the time of such agreement; but only if Denver owns the Incompatible Residential Development Rights for, or Incompatible Residential Development Covenants have been imposed on, all the property within the area where the actual 65 Ldn noise contour exceeds the NEPS Ldn noise contour. If Denver does not own all Incompatible Residential Development property rights in such impacted area, then the violation shall constitute a Class II violation.

5.5.1.1. Upon determination of a Class I violation based on noise monitoring data as provided in paragraph 5.4.3, Denver and Adams County shall examine data concerning actual aircraft types, flight paths, weather, noise monitoring and other appropriate information to determine the probable cause of the violation. Denver shall determine and immediately implement all corrective actions necessary to prevent recurrence of a Class I violation. Within one hundred eighty (180) days of the determination of the cause of the violation, Denver shall report the causes of Class I violations and identify corrective actions taken.

5.5.2. Class II NEPS violations. Class II violations shall mean: (a) an actual Leq(24) value for any grid point in Exhibit F which exceeds the NEPS Leq(24) for that grid point by more than 2 dB; or (b) an actual 65 Ldn noise contour which extends beyond the NEPS Ldn noise contour, except as provided in paragraph 5.5.1(b).

5.5.2.1. Upon determination of a Class II violation based on noise monitoring data as provided in paragraph 5.4.3., Adams County or any city within which such violation has occurred may send a written notice of violation to Denver. Upon such notice, Denver may undertake a study to determine if the NEPS was violated due to extraordinary weather conditions or unusual military activity at the New Airport during the year of monitoring. If within sixty (60) days of the notice of violation, Adams County approves a determination by Denver that the violation was caused by extraordinary weather or unusual military activity, the provisions of paragraph 5.5.1.1 shall apply; if Adams County does not approve such a determination, the enforcement provisions of paragraph 5.6 shall apply.

5.6. Enforcement Process. The following enforcement process shall be followed whenever a Class II violation of the NEPS has occurred:

5.6.1. Petition to FAA. Denver and Adams County will jointly petition the FAA to implement, within its jurisdiction, whatever changes in flight procedures or airport operations are necessary to achieve and maintain the NEPS.

5.6.2. Airport Proprietor Action. In the event of a failure by the FAA to take action to achieve the NEPS, Denver shall exercise its authority as the Airport Proprietor for the New Airport to impose such rules and regulations as will achieve and maintain the NEPS. The following shall constitute failure by the FAA to act, unless Adams County consents otherwise:
(a) FAA has not stated its intention to implement changes to achieve and maintain the NEPS within one hundred eighty (180) days of the date of the joint petition referred to in paragraph 5.6.1; or (b) FAA has not implemented such changes within one (1) year of the date of the joint petition.

5.6.3. If Denver has not exercised its authority as Airport Proprietor within 90 days of FAA's failure to act, as defined in paragraph 5.6.2, then Adams County or any city within which a violation has occurred may seek an order from a court of competent jurisdiction compelling Denver to do so. If the court, after hearing the matter, does not order Denver to exercise its authority to impose such rules and regulations as will achieve and maintain the NEPS, or determines that Denver does not have such authority, then the New Airport shall make a noise mitigation payment of \$500,000 for each violation to Adams County or to the city, if any, within which the property affected by the NEPS violation lies.

5.7. Changes in New Airport Operation. In order to achieve Noise Exposure Levels which are acceptable to Adams County, the New Airport must be constructed and must operate in accordance with the design and performance standards agreed to herein. However, Denver and Adams County recognize that changes are inevitable over decades of operation of the New Airport. The following changes in design or operation of the New Airport, if they must be either approved or implemented by Denver, shall require the following actions:

5.7.1. Any change in design or operation of the New Airport which is predicted to result in a deviation

from the NEPS, as defined in paragraph 5.5, or which is predicted to result in expansion of a 60 Ldn noise contour over Barr Lake or any residential development existing at the time of the proposed change, shall require approval by Adams County. In the event approval is given by Adams County, the applicable NEPS shall be revised in accordance with the terms of such approval.

- 5.7.2. Any change in design or operation of the New Airport which would increase Noise Exposure Levels over any populated area without creating the conditions described in paragraph 5.7.1. shall require notification of and consultation with Adams County or the city, if any, within which such populated area is located. Any city which would be entitled to notification and consultation shall be a third party beneficiary of this paragraph 5.7.2.
- 5.7.3. Any change in design or operation which would not create the conditions described in either 5.7.1 or 5.7.2 shall not require consultation or approval.
- 5.8. Mutual Defense. Adams County shall join Denver in the defense of any legal action seeking damages with respect to the noise attributable to the New Airport where Adams County finds that the Noise Exposure Levels which are the subject of the lawsuit are not in excess of the NEPS. Adams County further agrees to join Denver in any legal challenge to Denver's exercise of its authority as an Airport Proprietor pursuant to paragraph 5.6.2.
- 5.9. Noise Agreement. The "Principles of Agreement - Noise" (Exhibit D to the 1986 Intergovernmental Agreement between Denver and Adams County) are hereby superseded by this Agreement.
- 5.10. New Airport Rules and Regulations. Denver shall incorporate expressly the provisions of this Article V in rules and regulations governing operations at the New Airport, and shall enforce such rules and regulations to the extent necessary to achieve and maintain the NEPS.
- 5.10.1. Rules Violations. Denver shall include in the rules and regulations required by paragraph 5.10 a schedule of additional use charges to be assessed for any violation of such rules and regulations.
- 5.10.2. Intended Beneficiary. Denver acknowledges that Adams County is an intended third-party beneficiary of the rules and regulations required by paragraph 5.10.

- 5.10.3. Compliance with Rules. Any operating or lease and use agreement for the New Airport shall require compliance with the rules and regulations required by paragraph 5.10.

ARTICLE VI.

ACCESS ROADS

- 6.1. Airport Boulevard. As part of the construction of the New Airport, Denver shall construct Airport Boulevard, as shown in Exhibit G, with a right-of-way no less than 2,000 feet wide to serve as a scenic buffer zone. Airport Boulevard shall be constructed with at least the following fully directional interchanges: I-70/Buckley Road, 48th Avenue and 56th Avenue, which shall be completed prior to the opening of Airport Boulevard to public use and shall be continuously maintained by Denver.
- 6.1.1. E-470 Interchange. At the time of opening Airport Boulevard to public use, Denver shall provide a bridge structure and final interchange grading compatible with a freeway-to-freeway interchange between Airport Boulevard and E-470, at a location to be determined by the E-470 Authority, the City of Aurora or such other jurisdiction responsible for the construction of E-470 within sixty (60) days after notice from Denver. Denver shall not contribute financially, except as specified in this paragraph 6.1.1, to the construction of E-470 or such interchange but agrees to support with governmental agencies the construction of E-470 between I-70 and Airport Boulevard.
- 6.1.2. I-70/Buckley Interchange. The I-70/Buckley interchange shall include the freeway-to-freeway/Buckley interchange shown in Exhibit G, which shall include a "diamond" interchange and a bridge on Buckley Road across I-70. Denver's financial obligation for design and construction cost of the components of this interchange necessary to facilitate regional access to the New Airport shall be limited to \$6 million. Denver shall not contribute financially to the acquisition of right-of-way for the interchange nor to any future upgrading of the interchange to a "cloverleaf" design. Denver and the City of Aurora agree to construct or cause to be constructed, within their respective boundaries, the Buckley Road frontage roads necessary to effectuate the I-70/Buckley interchange.

6.1.3. Beneficiary. The City of Aurora shall be a third-party beneficiary of this paragraph 6.1.

6.2. Employee and Cargo Access Roads. As part of the access system for the New Airport and prior to the opening of the New Airport, Denver shall construct the following employee and cargo access roads and concomitant roadway drainage systems, which roads shall consist at least of two 12-foot wide paved lanes sufficient to carry heavily loaded cargo vehicles, all as shown in Exhibit H:

BUILT
6.2.1. 56th Avenue extension from Quebec Street to the New Airport employee parking entrance with connections to other roads east of Airport Boulevard at one mile intervals. The appropriate jurisdictions shall provide to Denver without additional consideration sufficient rights-of-way to construct this extension and connections. 56th Avenue shall be planned, designed and controlled to serve as a free-flowing major arterial road. The City of Aurora agrees to impose within its jurisdiction reasonable access limitations so as to ensure the free flow of traffic along 56th Avenue.

BUILT
6.2.2. An access road, connecting to the New Airport internal roadway system, which runs from the E-470 alignment as designated by the E-470 Authority along 120th Avenue (or along an alternative alignment designated by Adams County). The appropriate jurisdictions shall provide to Denver without additional consideration sufficient rights-of-way to construct this access road. Denver shall provide to Adams County right-of-way across its property in the Clear Zones for continuation of 120th Avenue along its alignment to Watkins Road. } NA's AREA NOT ON DIA PROPER

BUILT
6.2.3. An access road, connecting to the New Airport internal roadway system, which runs from the E-470 alignment as designated by the E-470 Authority along 96th Avenue (or along an alternative alignment designated by Adams County). The appropriate jurisdictions shall provide to Denver without additional consideration sufficient rights-of-way to construct this access road.

6.2.4. An access road, connecting to the New Airport internal roadway system, from a point on the east side of the New Airport, at a location to be mutually agreed upon by Denver and the City of Aurora, for the purpose of providing access from Watkins/Imboden roads. The appropriate jurisdictions shall provide to Denver without additional consideration sufficient

right-of-way to as may be necessary to construct this access road. Denver shall cooperate with Adams County and the City of Aurora to permit the extension of Watkins/Imboden Road north to 120th Avenue immediately east of the New Airport.

6.2.5. Denver agrees to maintain and preserve, at a level adequate for the purposes intended, air cargo and employee access to the New Airport internal roadway system from the New Airport entrance points described in this paragraph 6.2.

6.3. 56th Avenue.

6.3.1. Within ninety (90) days after the commencement of flight operations at the New Airport, Stapleton or the New Airport shall, weather permitting, commence construction of a 56th Avenue connection across existing Stapleton International Airport, such construction to be completed on an expeditious basis.

6.3.2. Denver agrees to preserve Quebec Street as a major north-south arterial road, and to permit access from Quebec Street to 56th Avenue.

6.3.3. Denver agrees to select an alignment for the future Rocky Mountain Parkway to be mutually agreed upon between Denver and Commerce City, generally as shown in Exhibit I.

6.4. Vacation of Roads. When Denver and Adams County are able to determine, based upon the Master Plan for the New Airport, and agree upon those specific streets or county roads in Adams County, the use of which will no longer be necessary or feasible due to New Airport operations, Adams County shall take all necessary steps to vacate officially those streets or county roads. Adams County shall provide any documentation and assistance necessary for Denver to proceed with the provisions of this paragraph. When Denver takes action to vacate that portion of Buckley Road which will lie in Denver after annexation, Adams County shall vacate that portion of Buckley Road which lies within the Rocky Mountain Arsenal and is adjacent to the Transportation Corridor shown in Exhibit G.

6.5. Transportation Approvals. Denver and Adams County agree to use their best efforts to obtain the requisite governmental, administrative or other necessary approvals for the road improvements described in this article and to utilize their best efforts to achieve such improvements. The nature and extent of the improvements described in this Article VI reflect the best judgment of Denver and Adams

County on the date of this Agreement as to the most desirable manner of providing access to the New Airport. If for any reason this configuration is not technically or financially feasible or is not acceptable to any local, state or federal authority, Denver and Adams County agree to use their best efforts to develop and secure the approval of an alternative configuration which provides comparable access to the New Airport, is compatible with the land use planning of applicable jurisdictions, is mutually acceptable to the parties, and responds to the objections of any reviewing authority.

ARTICLE VII.

DENVER TRANSPORTATION CORRIDOR

- 7.1. Annexation by Denver. Denver shall annex the land shown in Exhibit A and described as the Transportation Corridor. The annexation boundaries of this land are established in the separate Intergovernmental Agreement on Annexation between Denver and Adams County attached hereto as Exhibit C.
- 7.2. Restrictions on Development. Residential, commercial or industrial development shall be permitted in the Transportation Corridor, as shown in Exhibit G, only south of 72nd Avenue and south and east of the Scenic Buffer. Denver shall take whatever steps are necessary to ensure that no residential, commercial or industrial development occurs in the Transportation Corridor north or west of or within the Scenic Buffer.
- 7.3. Arterials through Corridor. Denver shall provide without additional consideration to the appropriate jurisdictions public rights-of-way through property it owns in the Transportation Corridor for E-470 and for two major north-south arterial roads, along alignments generally following Tower Road and Picadilly Road, which will be designated by the appropriate jurisdiction, consistent with the guidelines established by the American Association of State Highway and Transportation Officials. Denver shall allow the appropriate jurisdictions to condemn for public rights-of-way any necessary land in the transportation corridor which Denver does not own.
- 7.3.1. In constructing Airport Boulevard, Denver shall provide grade separations, but no connections, for the intersections of Airport Boulevard with the two north-south arterial roads provided for in paragraph 7.3, but shall not be responsible for any construction

of intersections other than those specified in paragraph 6.1.

- 7.4. Annexation by Adams County Cities. Denver shall permit a platted street, a public or private right-of-way, or a public or private transportation right-of-way or area, pursuant to Sec. 31-12-104, C.R.S., to facilitate annexation by Adams County cities over the transportation corridor.

ARTICLE VIII.

NEW AIRPORT SITE LAND USES

- 8.1. Zoning of New Airport Site. Only those land uses which are Accessory Uses, which are related to development of natural resources located on the New Airport Site, or which are allowed by this Article VIII shall be permitted on the New Airport Site. Denver shall take whatever steps are necessary to ensure that no other use of the New Airport Site occurs. Any Adams County City having a boundary line contiguous with the New Airport Site shall be a third-party beneficiary of this Article VIII.
- 8.2. Hotel Rooms. Denver shall restrict the initial number of Hotel Rooms on the New Airport Site to 1,000 rooms. The number of Hotel Rooms on the New Airport Site may exceed 1,000 only according to the following formula: one hotel room above 1,000 may be constructed at the New Airport Site for every five hotel rooms available in Adams County in the Hotel Zone shown in Exhibit J. Hotel-located conference and meeting space on the New Airport Site shall be limited to 25% of the total square footage of the Hotel Rooms allowed under this paragraph 8.2.
- 8.3. Land Use Restrictions in Adams County. As a prerequisite to any enforcement for violation of a NEPS Ldn noise contour as provided in paragraph 5.6, Adams County or the appropriate Adams County city shall have adopted and maintained: (a) land use regulations which prohibit Incompatible Residential Development within the 65 Ldn noise contour, as determined by the EIS for the New Airport; (b) a building code or regulations intended to accomplish a 25 dB noise level reduction in the construction of schools, hospitals, nursing homes, churches, auditoriums and concert halls, consistent with the recommendations contained in Federal Aviation Regulation, 14 C.F.R. Sec. A150.101, Table 1 (1987); and (c) land use regulations which prohibit any use of the Clear Zones other than those uses described in paragraph 4.3.1 or 4.3.2 and which prohibit Hazard Development where

appropriate pursuant to 14 C.F.R. part 77 (1987), as amended.

ARTICLE IX.

STAPLETON INTERNATIONAL AIRPORT

- 9.1. Termination of Flight Operations. Upon the expiration of the Cut-over Period to be scheduled by Denver for relocating all airline operations from Stapleton International Airport to the New Airport, all aircraft flight operations at Stapleton will cease, and all runways and taxiways will be permanently closed and rendered inoperable for aircraft flight operations. After the expiration of the Cut-over Period, no aircraft flight operations will be permitted at Stapleton unless Adams County consents thereto in writing.
- 9.2. Capital Improvements. Following the annexation to Denver of the land described in Exhibit A, however accomplished, Denver agrees not to make additional capital improvements at Stapleton except for the following:
- 9.2.1. The currently planned 2,100-foot extension of runway 18-36 in Adams County, as proposed in the "Record of Decision on Expansion of Stapleton International Airport, Denver Colorado," issued by the FAA, dated November 12, 1986; provided, however, that the arrival and departure Flight Corridors for the runway shall not overfly areas of Commerce City south of 80th Avenue.
- 9.2.2. The currently planned interim improvements for the benefit of Continental Airlines, as described in Exhibit K; provided, however, that construction of the interim improvements by Denver is conditioned upon execution by Continental Airlines and Denver of an enforceable Agreement under which Continental supports and agrees to the financing of the New Airport pursuant to terms and conditions acceptable to Denver.
- 9.2.3. Improvements to cargo facilities or federal inspection facilities, improvements to taxiways and ramps that do not result in any increase in terminal gates, or improvements which are required by law, regulation, or directive of the FAA or other federal or state jurisdiction to meet safety, environmental or security requirements of Stapleton.
- 9.2.4. Any additional capital improvements as may be mutually agreed upon by Denver and Adams County.

ARTICLE X.

MISCELLANEOUS MATTERS

- 10.1. Commitment to the New Airport. Provided that the annexation of the property described in Exhibit A is accomplished and although Adams County and Denver agree that it is preferable to finance the New Airport through bonds issued under Denver's 1984 Airport System General Bond Ordinance with the support of the airlines, Denver shall proceed with the construction of the New Airport according to the terms and conditions of this Agreement, either with or without the participation and support of the airlines operating at Stapleton, unless Adams County concurs in a finding that construction financing for the New Airport cannot be obtained on reasonable terms and conditions.
- 10.2. Front Range Airport. Denver recognizes that the FAA is undertaking an airspace analysis to determine whether flight operations at Front Range Airport, the general aviation facility located near Watkins, Colorado, are compatible with operations at the New Airport. If that analysis indicates that the New Airport will impose constraints on flight operations at Front Range Airport which would limit its intended use, Stapleton or the New Airport shall, at Adams County's option, either (i) contribute an amount not to exceed \$8 million for such reconstruction of Front Range Airport as would be necessary to eliminate significant constraints or (ii) pay to Adams County \$8 million in consideration of constraints imposed at the facility and the debt incurred by Adams County in construction of the facility.
- 10.3. School Districts. Denver recognizes the liability of the taxable property within Adams-Weld Joint School District 27J and Adams-Arapahoe Joint School District 28J which will be annexed by Denver, for such property's proportionate share of the outstanding bonded indebtedness of the respective school districts. At the time that property tax payments are due in 1989, for all the property annexed to Denver, as described in Exhibit A, and acquired in fee simple by Denver, Denver shall make a payment to the respective school district for that property's proportionate share of the school district's outstanding bonded indebtedness. The payment by Denver to the respective school district shall be at least equal to the net present value of the mill levy associated with the outstanding bonded indebtedness. The liability for previously incurred bonded indebtedness of property annexed to Denver, but not acquired by Denver in fee simple, shall be paid pursuant to Sec. 22-30-128, C.R.S. Denver agrees

to continue discussions concerning any financial burden placed on the school districts by reason of development of the New Airport, with Adams-Weld Joint School District 27J and Adams-Arapahoe Joint School District 28J, which districts shall be third-party beneficiaries to this paragraph 10.3.

- 10.4 Buckley Air Force Base. Prior to commencement of construction of the New Airport, Denver shall provide to Adams County a letter from the commanding officer of the Buckley Air National Guard Base located in Aurora, Colorado, stating that flight patterns at Buckley will not be affected by operation of the New Airport.
- 10.5. Aurora Annexation and Water Rights. Denver agrees to modify Article XI of its Settlement and Intergovernmental Agreement with Aurora, dated February 28, 1986, to reflect the annexation boundaries contained in Exhibit A. In addition, Denver recognizes that the City of Aurora has acquired nontributary and other water rights in aquifers underlying the New Airport Site, which water rights were decreed in cases numbered 83CW121, 83CW112, 83CW086, 85CW371, 85CW253, W-6452, W-1132, W-6339 and W-7957-75. Nothing in this Agreement shall be interpreted to affect those water rights in any manner whatsoever. Denver agrees to work with the City of Aurora to reach an agreement by January 1, 1989, or such other date as may be mutually agreed upon, which will protect the quality of the water in question and will allow the City of Aurora to exercise and use its water rights as presently decreed compatibly with water rights presently owned or hereafter acquired by Denver. The City of Aurora shall be a third-party beneficiary to this paragraph 10.5.
- 10.6. Transmission Line. Denver and Adams County agree to work jointly with affected Adams County jurisdictions to plan the relocation of the 230 KV Public Service Company of Colorado transmission line located on the New Airport Site.

ARTICLE XI

GENERAL PROVISIONS

- 11.1. Effective Date. The effective date of this Agreement shall be the date on which the Secretary of State certifies ratification of the Intergovernmental Agreement on Annexation described in paragraph 4.1 above by the registered electors of Adams County in an election held pursuant to Sec. 30-6-109.5, C.R.S.

11.2. Waiver. The waiver by Denver or Adams County of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement. Failure to act or subsequent acceptance of performance hereunder by Denver or Adams County shall not be deemed to be a waiver of any preceding breach by Adams County or Denver of any term, covenant or condition of this Agreement, regardless of Denver's or Adams County's knowledge of such preceding breach at the time of acceptance thereof, nor shall any failure on the part of Denver or Adams County to require or exact full and complete compliance with any of the covenants or conditions of this Agreement be construed as changing in any manner the terms hereof or preventing Denver or Adams County from enforcing the full provisions hereof.

11.3. Remedies. Venue for any and all legal action at law or in equity regarding this Agreement or any of its parts shall lie in the First Judicial District, State of Colorado, the courts of which presently convene at the City of Golden, County of Jefferson, Colorado.

11.3.1. Injunction and Specific Performance. Either party hereto shall have the right to enjoin any substantial breach or threatened breach of this Agreement by the other party and shall have the right to specific performance of this Agreement.

11.3.2. Notice of Default. At no time shall Denver or Adams County be deemed to be in default under this Agreement unless and until notice shall have been given in writing, specifying such default.

11.4. Notice and Approvals. If any notice, approval or consent is to be given hereunder, such notice, approval or consent, or notice of its denial, must be given within thirty (30) days and be signed by a lawfully and duly authorized person, in writing, and either delivered by hand or mailed by certified mail, postage prepaid, return receipt requested, in which event the return receipt shall be deemed prima facie evidence of delivery on the date as shown on the return receipt.

The addresses for purposes of delivery or mailing shall be:

If to Denver: Mayor
City and County of Denver
Room 350
City and County Building

Denver, Colorado 80202

and

Manager of Public Works
Room 379
City and County Building
Denver, Colorado 80202

and

Deputy Manager of Public Works
For Aviation
Stapleton International Airport
8100 32nd Avenue
Denver, Colorado 80207

and

with a copy to: City Attorney
Room 353
City and County Building
Denver, Colorado 80202

If to Adams County: Adams County Commissioners
Administration Building
450 South 4th Avenue
Brighton, Colorado 80601

with a copy to: County Attorney
Administration Building
450 South 4th Avenue
Brighton, Colorado 80601

and

Cutler & Stanfield
Suite 1000
1850 M Street, N.W.
Washington, D.C. 20036

Either party may change its address upon ten (10) days
prior written notice to the other.

11.5. Construction of this Agreement.

11.5.1. Colorado Law. This Agreement shall be deemed
to be made, shall be subject to, and shall be
construed in accordance with the laws of the State of
Colorado.

- 11.5.2. Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.
- 11.5.3. Amendment. This Agreement may be altered, amended or modified by an instrument in writing executed and approved by Denver and Adams County in a manner consistent with section 29-1-203, Colorado Revised Statutes. Neither this Agreement, nor any term hereof, can be changed, modified or abandoned, in whole or in part, except by instrument in writing, and no subsequent oral Agreement shall have any validity whatsoever.
- 11.5.4. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of Denver, to the successors and assigns of the Airport Proprietor of the New Airport, to the successors of Adams County and to the successors of such third party beneficiaries as are designated specifically in this Agreement.
- 11.5.5. Exhibits. Exhibits A through K to this Agreement are incorporated herein by reference and made a part hereof.
- 11.5.6. No Partnership. Nothing herein contained shall make, or be construed to make, Denver or Adams County a partner of one another, nor is this Agreement intended to create a separate governmental entity as that term is defined in Article I, Title 29, of the Colorado Revised Statutes.
- 11.5.7. Singular and Plural. Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.
- 11.5.8. Reasonableness as Standard. Whenever this Agreement requires the consent, approval, concurrence or action of either party hereto, that party shall act in a timely manner and shall not unreasonably withhold its consent, approval, concurrence or action. In reasonably withholding its consent, approval, concurrence or action, the party may take into consideration the public interest of its residents, as well as business and economic considerations.
- 11.5.9. Actions Prohibited: Whenever this Agreement prohibits a particular action by either party hereto,

that party is also prohibited from causing or permitting such action to be taken by a third party.

11.5.10. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or enforce any rights hereunder except as specifically provided in this Agreement.

11.6. Prior Appropriation. The obligations under Articles IV, V, VI, VII (except paragraphs 7.2, 7.3 and 7.4), IX and X of this Agreement are obligations of Stapleton or the New Airport and do not represent obligations of Denver's General Fund or any tax revenues contained therein. If Stapleton or the New Airport should default on a monetary obligation, then Denver shall assume such obligation, subject to prior annual appropriation of monies expressly for purposes of this Agreement and paid into the Treasury of the City and County of Denver.

11.7. New Airport Consultation Committee. There is hereby established a New Airport Consultation Committee to be composed of three (3) representatives each from Adams County and Denver. The purposes of the Consultation Committee are: (1) to ensure that Adams County and Denver have the information needed from each other to carry out their respective responsibilities under this Agreement during preparation of the EIS, construction and operation of the New Airport and development of the land in the immediate environs of the New Airport (including transportation infrastructure); and (2) wherever this Agreement requires consultation by Denver with Adams County, to provide a means for such consultation. The Consultation Committee shall meet as necessary to fulfill its duties, or upon request of either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY AND COUNTY OF DENVER

ATTEST:

By _____
Mayor

FELICIA MUFTIC, Clerk and
Recorder, Ex-Officio Clerk of
The City and County of Denver

RECOMMENDED AND APPROVED:

By _____
Manager of Public Works

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.



ATTEST:

FELICIA MUFTIC, Clerk and Recorder, Ex-Officio Clerk of The City and County of Denver

RECOMMENDED AND APPROVED:

By [Signature]
Manager of Public Works

By [Signature]

APPROVED AS TO FORM:

STEPHEN H. KAPLAN, Attorney for
the City and County of Denver

By _____
Assistant City Attorney

APPROVED AS TO FORM:

CHARLES P. Siner, County
Attorney

By _____
Director of Aviation

REGISTERED AND COUNTERSIGNED

By _____
Auditor

ADAMS COUNTY

By _____
Chairman
Board of County Commissioners

ATTEST:

WILLIAM SOKOL, County Clerk
and Ex-Officio Clerk of the
Board

Director of Aviation

APPROVED AS TO FORM:

STEPHEN H. KAPLAN, Attorney for
the City and County of Denver

REGISTERED AND COUNTERSIGNED

By William E. Sokol
Auditor

By Patricia Wells
Assistant City Attorney

ADAMS COUNTY

By Donald E. [Signature]
Chairman
Board of County Commissioners



APPROVED AS TO FORM:

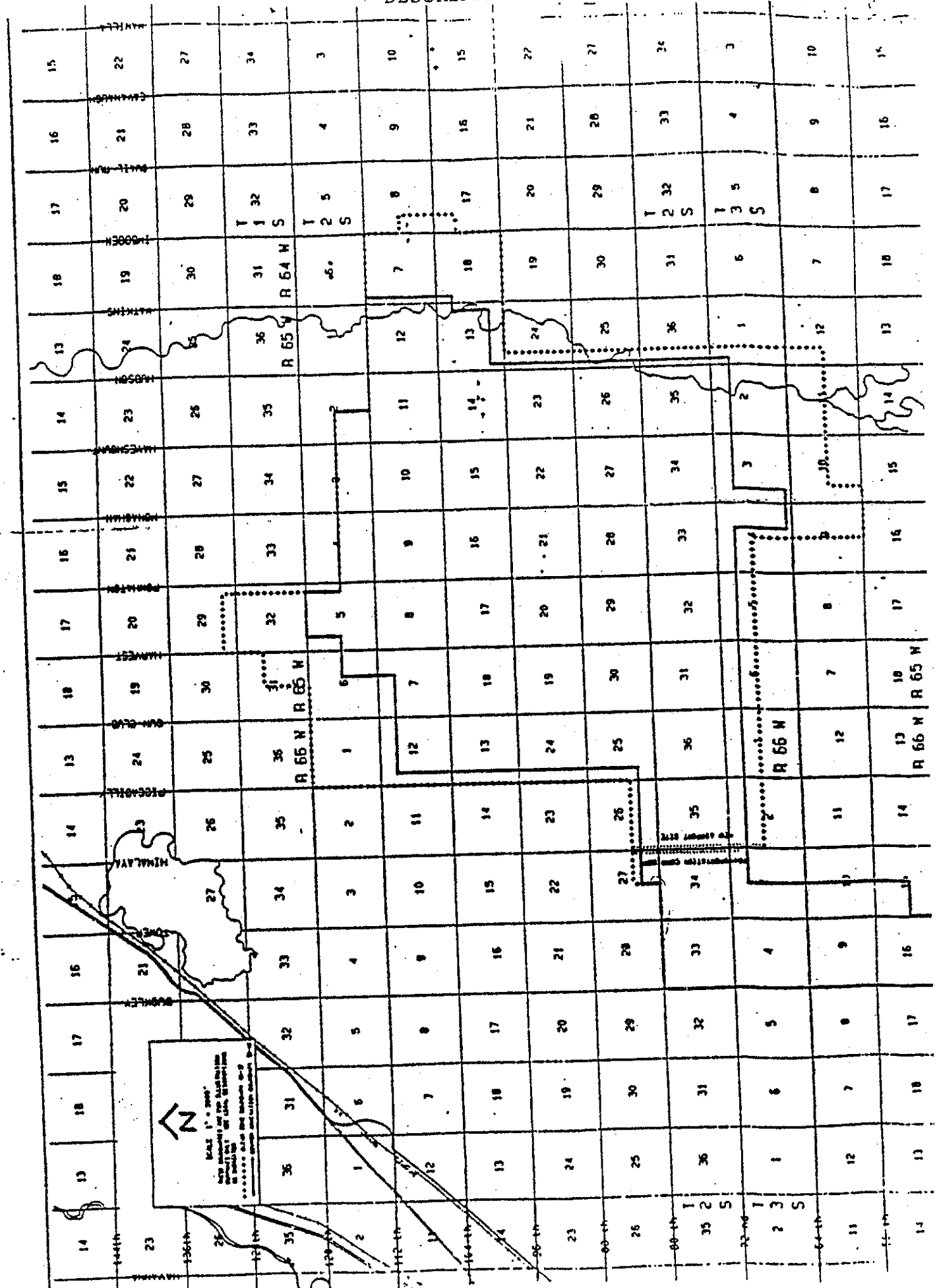
Charles P. Siner
CHARLES P. Siner, County
Attorney

ATTEST:

[Signature]
WILLIAM SOKOL, County Clerk
and Ex-Officio Clerk of the
Board

DISTRIBUTION EXHIBITS -- LEGAL DESCRIPTIONS NOT INCLUDED

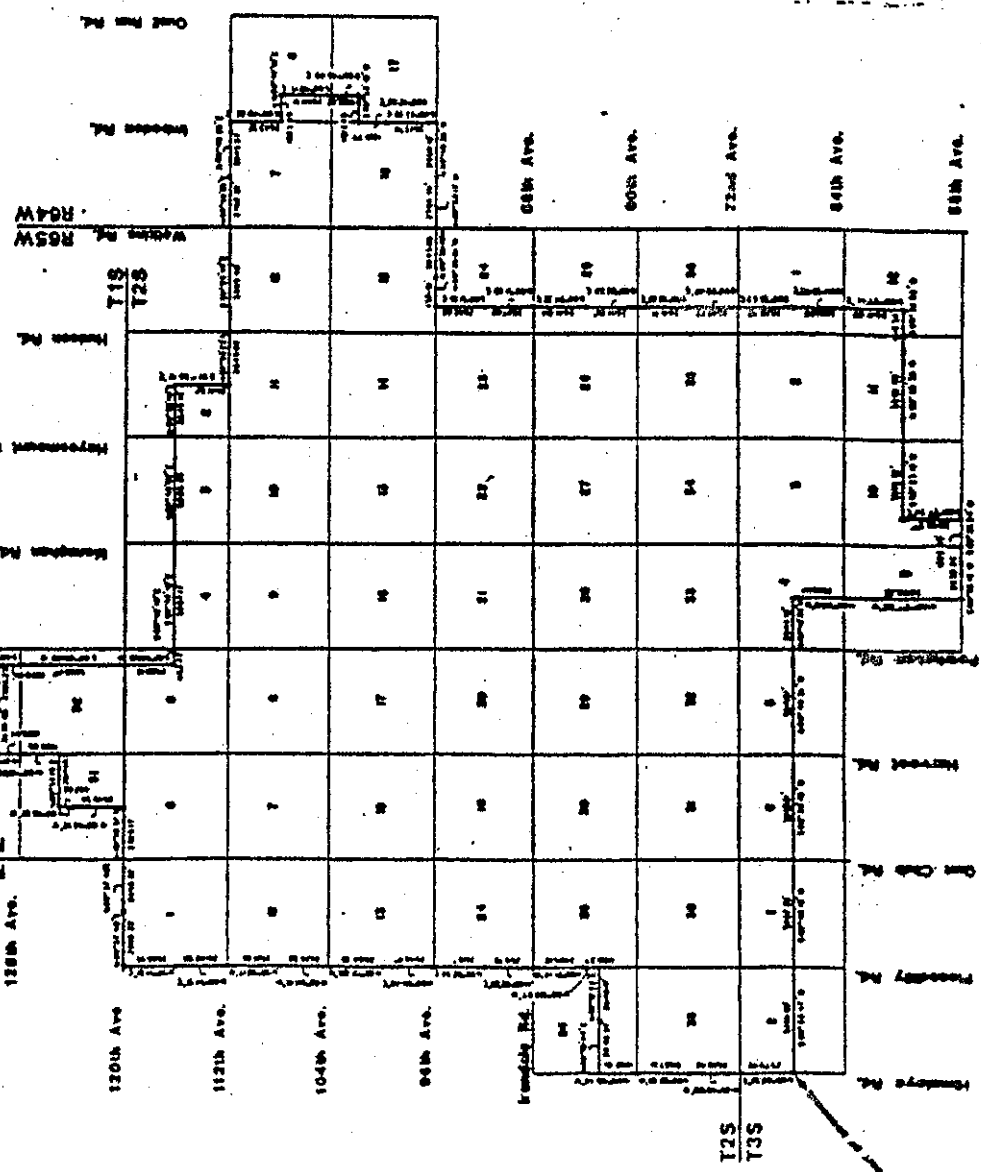
EXHIBIT 'A'



Precision West
John H. Hestberg
 Precision West Engineering and Construction
 1400 S. Lincoln St., Suite 100, Denver, CO 80202-1400

ROGER H. PATTERSON, PLS
 1400 S. Lincoln St., Suite 100-Denver, CO 80202-1400

CLEAR ZONE BOUNDARY
 of the
New Denver Airport
 Located in T1S, R65W, T2S, R66W, T3S, R66W,
 T2S, R65W, T3S, R65W, and T2S, R64W of the
 6th PM, Adams County, Colorado



Legend

1. Clear Zone Boundary

2. Section Boundary

3. Section Number

4. Section Area

5. Section Perimeter

6. Section Center

7. Section Corner

8. Section Edge

9. Section Face

10. Section Back

11. Section Side

12. Section End

13. Section Start

14. Section Middle

15. Section Quarter

16. Section Half

17. Section Third

18. Section Sixth

19. Section Twelfth

20. Section Twenty-fourth

21. Section Forty-eighth

22. Section Ninety-sixth

23. Section One-hundred-ninety-second

24. Section Three-hundred-eighty-fourth

25. Section Seven-hundred-sixty-eighth

26. Section One-thousand-five-hundred-thirty-sixth

27. Section Three-thousand-one-hundred-seventy-second

28. Section Six-thousand-two-hundred-thirty-sixth

29. Section Twelve-thousand-four-hundred-seventy-second

30. Section Twenty-four-thousand-ninety-sixth

31. Section Forty-eight-thousand-ninety-sixth

32. Section Ninety-six-thousand-ninety-sixth

33. Section One-hundred-ninety-second-thousand-ninety-sixth

34. Section Three-hundred-eighty-fourth-thousand-ninety-sixth

35. Section Seven-hundred-sixty-eighth-thousand-ninety-sixth

36. Section One-thousand-five-hundred-thirty-sixth-thousand-ninety-sixth



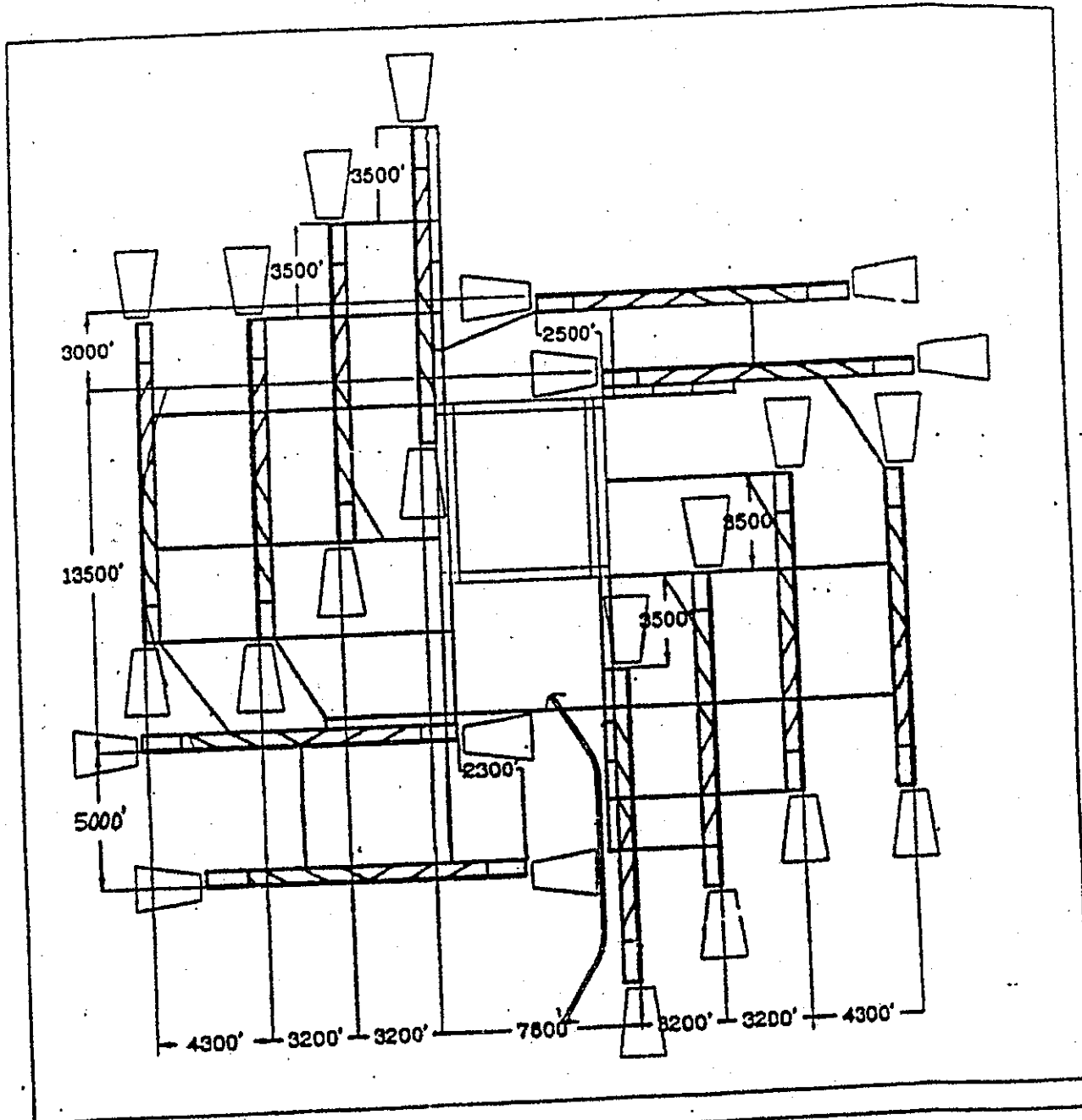
Department of Transportation
 Division of Aeronautics
 1400 S. Lincoln St., Suite 100-Denver, CO 80202-1400



City of Denver
 Department of Public Works
 1400 S. Lincoln St., Suite 100-Denver, CO 80202-1400

EXHIBIT A-1

EXHIBIT B



Runway Orientations
Alternative A



Scale 1 0 1 3 7
1000's Feet

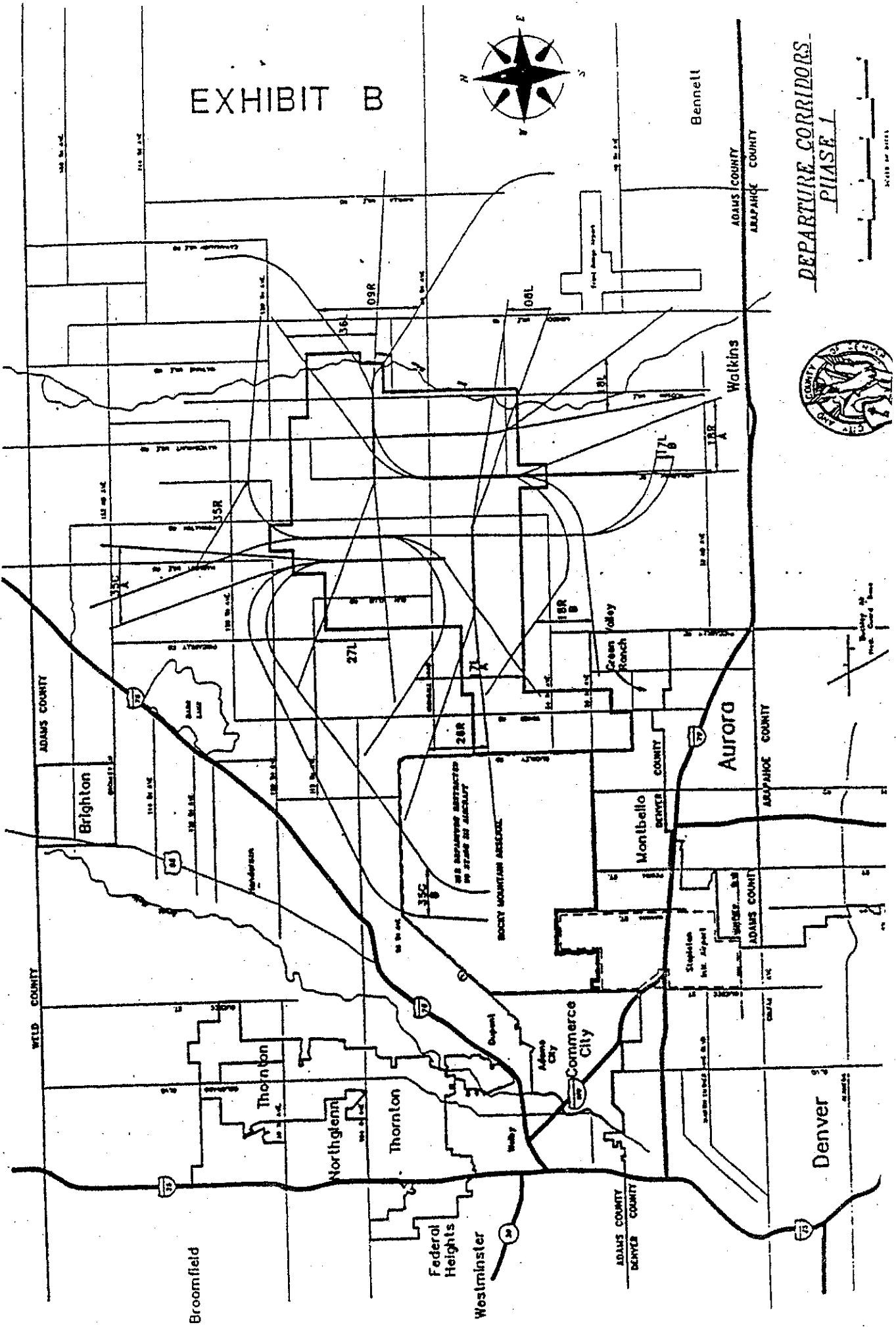
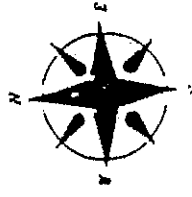


Aviation Consultant

Lindrum & Brown

DIMENSIONS REFLECT CURRENT FAA MINIMUM SPACING
REQUIREMENTS

EXHIBIT B



DEPARTURE CORRIDORS
PHASE I

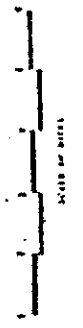


EXHIBIT C

INTERGOVERNMENTAL AGREEMENT ON ANNEXATION

This Agreement is made this 21st day of April, 1988 at Denver, Colorado between the CITY AND COUNTY OF DENVER ("Denver"), a municipal corporation of the State of Colorado and the COUNTY OF ADAMS ("Adams County"), a county of the second class of the State of Colorado.

1. Ratification Election. Pursuant to Section 30-6-109.5, C.R.S., this intergovernmental agreement shall be submitted for approval to the registered electors of Adams County at a special election to be held on May 17, 1988.

2. Annexation. (a) The property described in Exhibit A attached hereto and situate in Adams County shall be stricken off and annexed to the City and County of Denver for the sole purpose of building, operating and providing access to a new major air carrier airport, effective on the date that the Colorado Secretary of State certifies ratification of this Agreement by the registered electors of Adams County pursuant to paragraph 1 above.

(b) The property described in Exhibit B attached hereto and situate in Adams County shall be stricken off and annexed to the City and County of Denver for the sole purpose of building and operating a new major air carrier airport,

effective on the effective date of an ordinance disconnecting it from the City of Aurora.

3. Reversion to Adams County. The property described in paragraph 2 shall revert pursuant to 30-6-109.5, C.R.S., to Adams County if: (1) construction of the new air carrier airport has not commenced by December 31, 1999; (2) flight operations at the new air carrier airport have not commenced by December 31, 2009; (3) Denver voluntarily abandons its plans for a new air carrier airport by a Denver City Council ordinance announcing Denver's decision to terminate its plans; or (4) the property ceases to be used only for aviation purposes prior to 2063.

4. Consideration Paid by Denver. Any payments made by Denver in consideration for the removal of property from the tax rolls of Adams County shall go to or for the benefit of Adams County and Adams-Weld County School District No. 27J or Adams-Arapahoe Joint School District No. 28J, and shall be paid in accordance with the provisions of the Intergovernmental Agreement on a New Airport between Denver and Adams County, dated April 21, 1988.

5. The use of the property described in paragraph 2 of this Agreement shall be governed by the terms of the Intergovernmental Agreement on a New Airport between Denver and Adams County, dated April 21, 1988, incorporated herein

by reference, a copy of which is filed in the Office of the Clerk and Recorder of the City and County of Denver, ex-officio Clerk of the City and County of Denver, City Clerk's filing number 88-296 and in the Office of the County Clerk and Recorder of Adams County.



ATTEST:

CITY AND COUNTY OF DENVER

By *[Signature]*
Mayor

[Signature]
FELICIA MUFTIC, Clerk and Recorder, Ex-Officio Clerk of The City and County of Denver

RECOMMENDED AND APPROVED:

By *[Signature]*
Manager of Public Works
By *[Signature]*
Director of Aviation

APPROVED AS TO FORM:

STEPHEN H. KAPLAN, Attorney for the City and County of Denver

REGISTERED AND COUNTERSIGNED

By *[Signature]*
Auditor

By *[Signature]*
Assistant City Attorney

ADAMS COUNTY

By *Donald H. [Signature]*
Chairman
Board of County Commissioners



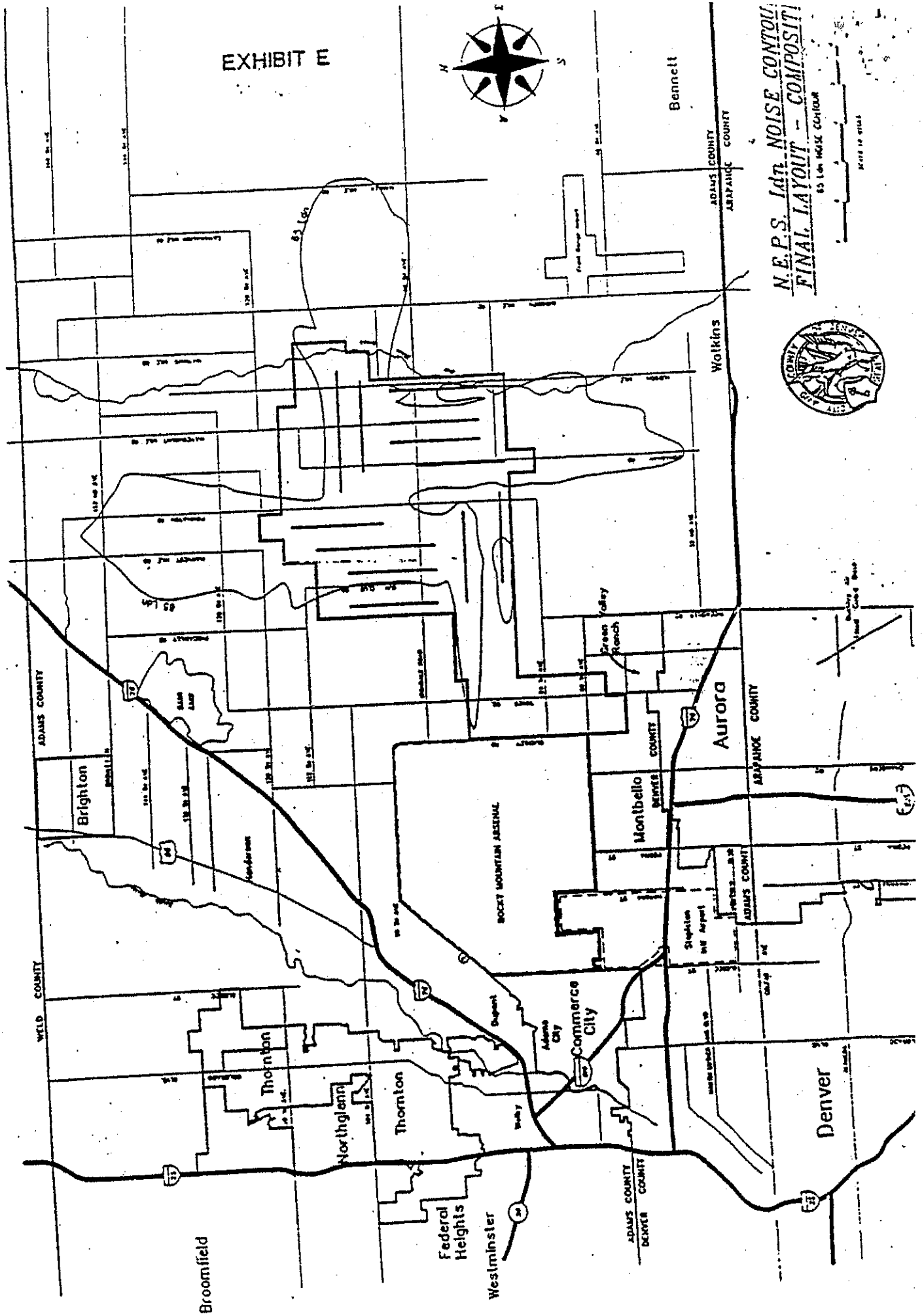
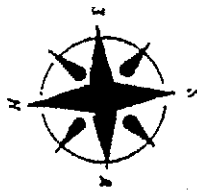
APPROVED AS TO FORM

Charles P. Siner
CHARLES P. SINER, County
Attorney

ATTEST:

William Sokol
WILLIAM SOKOL, County Clerk
and Ex-Officio Clerk of the
Board

EXHIBIT E

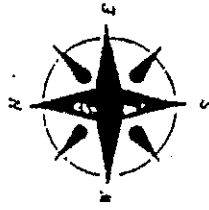


N.E.P.S. Int. NOISE CONTOUR!
FINAL LAYOUT - COMPOSIT!



65 Ldn NOISE CONTOUR
SCALE IN FEET

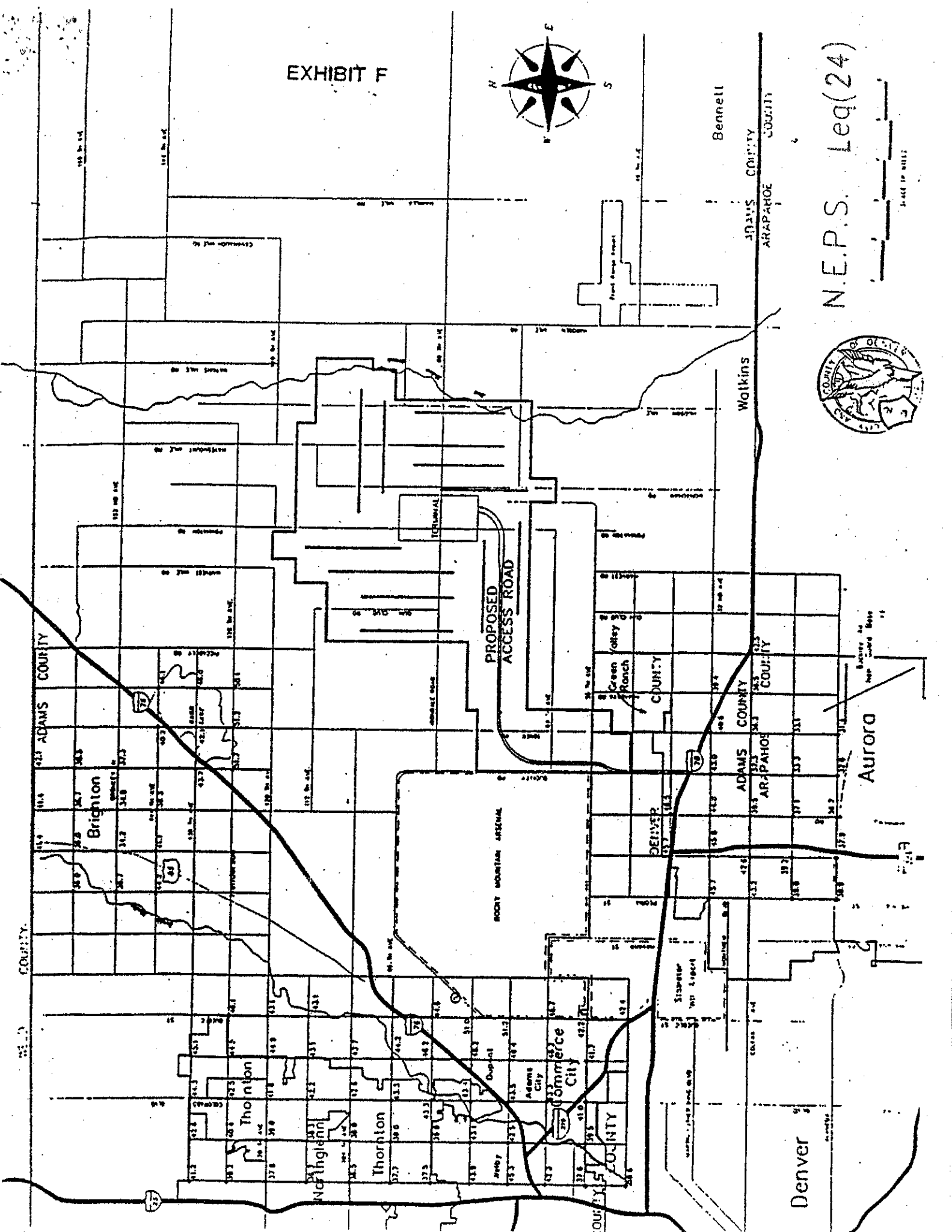
EXHIBIT F



N.E.P.S. Leq(24)



SCALE IN FEET



Denver

Aurora

Watkins

Bennett

ADAMS COUNTY ARAPAHOE COUNTY

DENVER COUNTY

ADAMS COUNTY ARAPAHOE COUNTY

ADAMS COUNTY

ADAMS COUNTY

WELLS COUNTY

Brighton

Thornton

Thornton

Commerce City

Survey 24
Map Series Base '11

80th AVE.

EXHIBIT G



72nd AVE.

ROCKY MOUNTAIN
ARSENAL

64th AVE.

APPROXIMATE
LOCATION

PROPOSED ROCKY MTN. PKY





PROPOSED E-470

56th AVE

2000'
SCENIC
BUFFER

48th AVE

ITEMS THAT ARE THE
RESPONSIBILITY OF THE
CITY AND COUNTY OF DENVER

-  ROADS
-  BRIDGE STRUCTURES
-  GRADE SEPARATION
-  DIAMOND INTERCHANGE

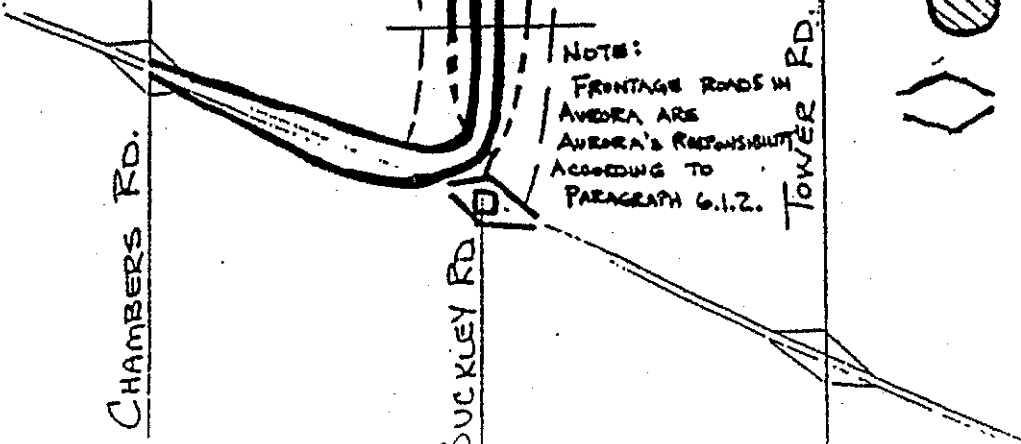
NOTE:
FRONTAGE ROADS IN
ARENA ARE
ARENA'S RESPONSIBILITY
ACCORDING TO
PARAGRAPH 6.1.2.

TOWER RD.

CHAMBERS RD.

SUCKLEY RD.

PICCADILLY RD.



G.2.2.
120th AVE.

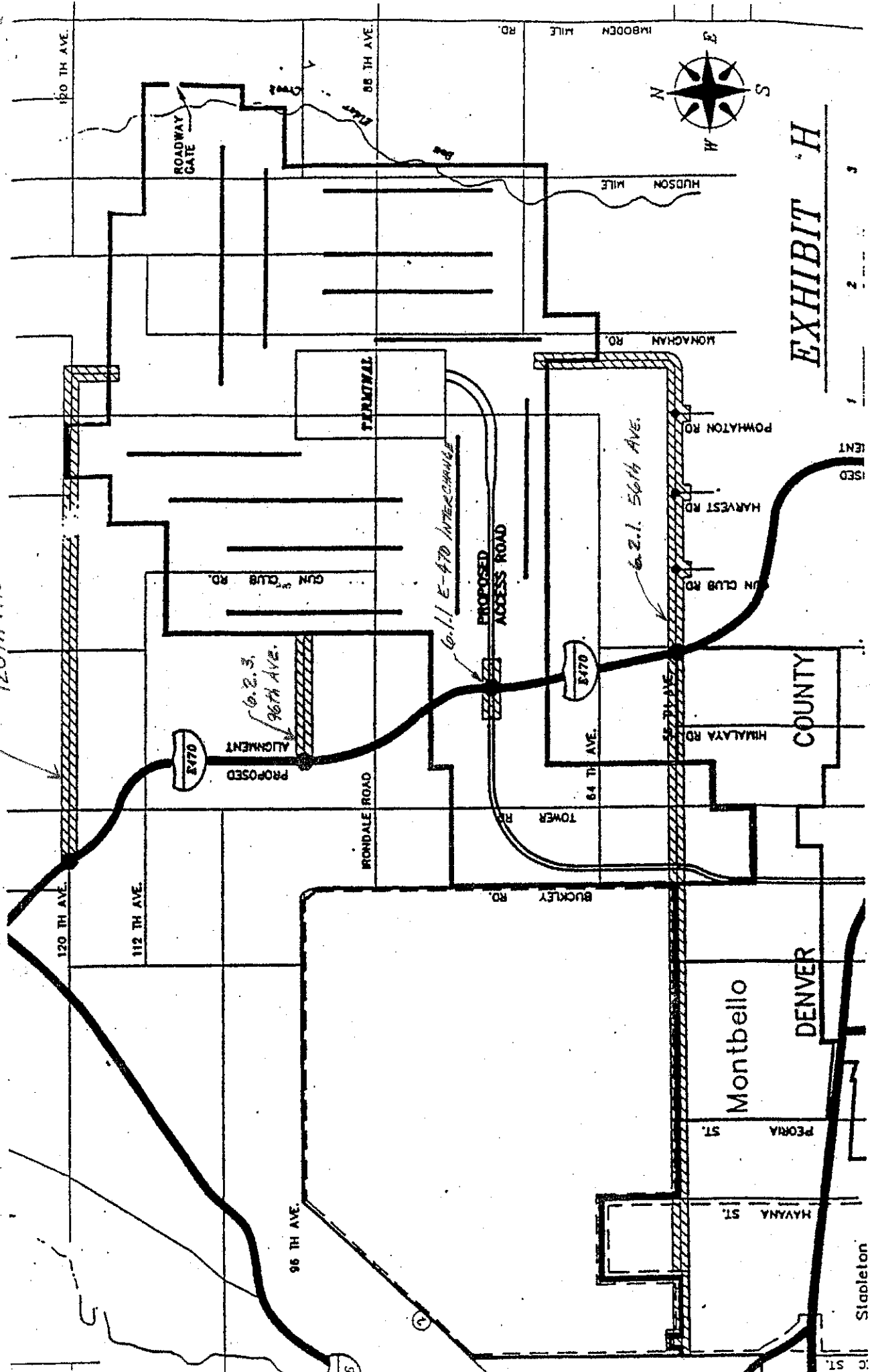
G.2.3.
96th AVE.

G.1.1 E-470 INTERCHANGE

G.2.1. 50th AVE.

EXHIBIT 'H'

1 2 3



Stableton

MOUNTAIN PARKWAY (YEAR 2010)

56TH AVE

48TH AVE

AIRPORT BLVD

I-70

ROCKY

canal

EXHIBIT I

COIFAX

I-225

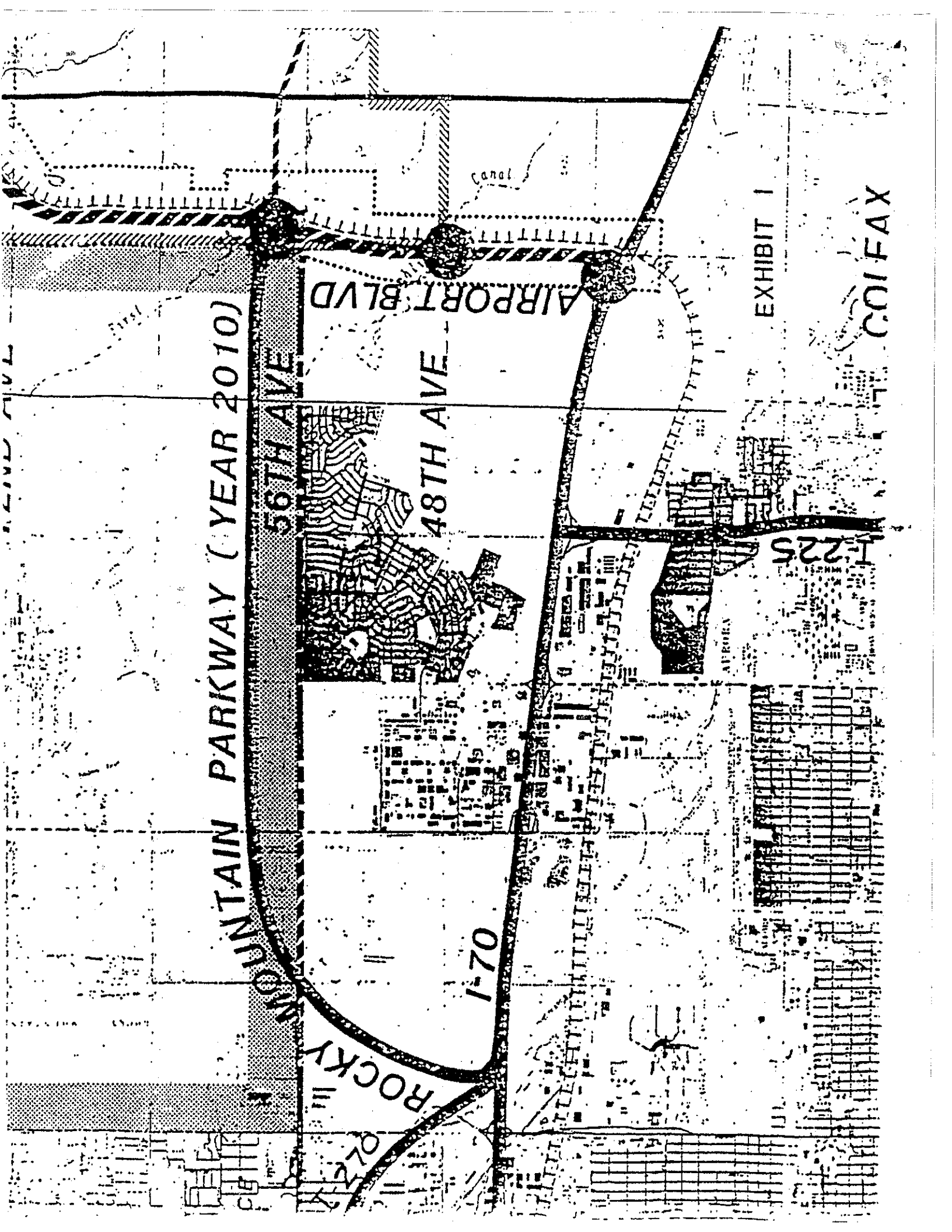


EXHIBIT J

Dupl.

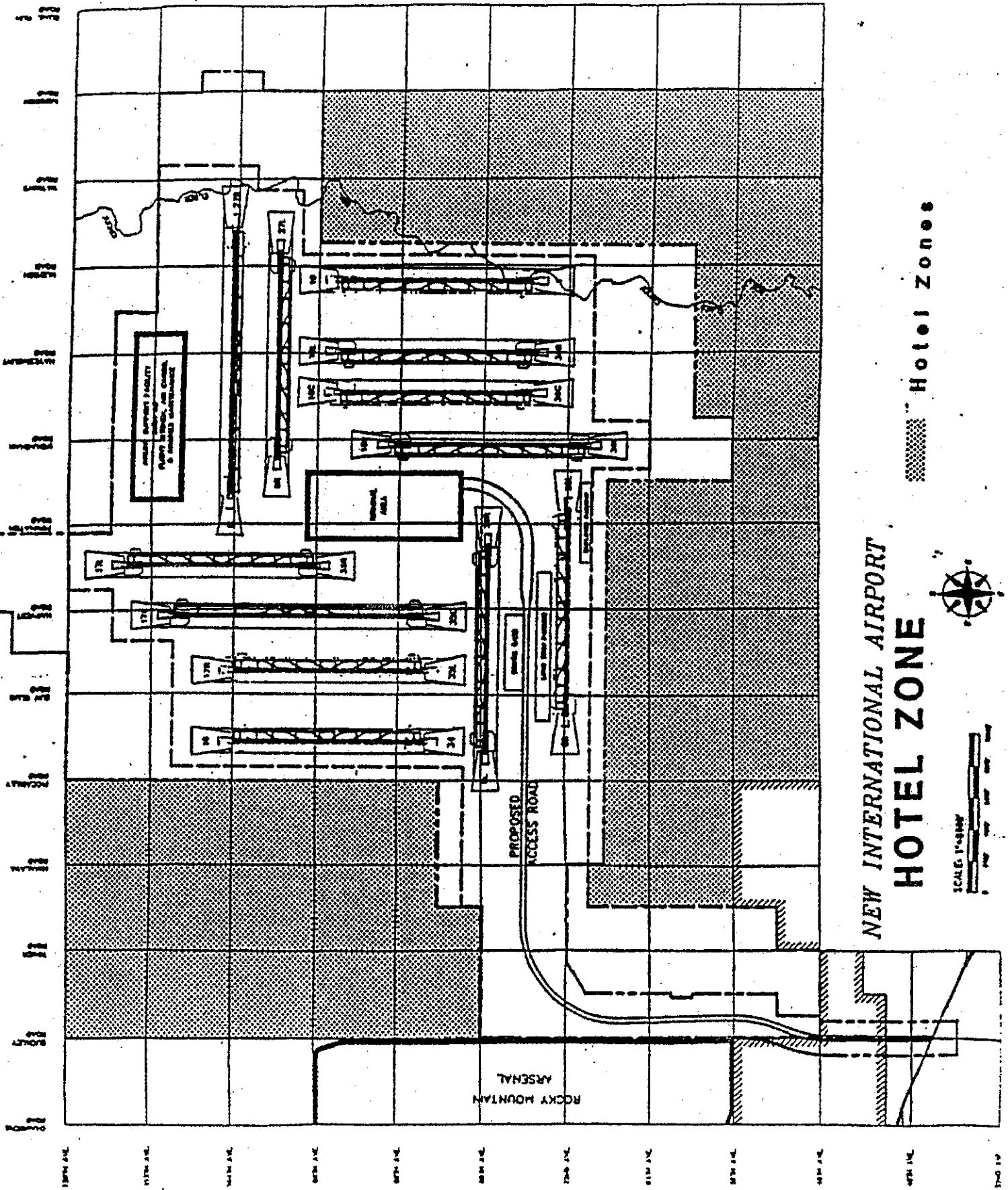


EXHIBIT K

Dupl.

CONTINENTAL INTERIM IMPROVEMENTS AT STAPLETON

New Ticket Counters and Offices

Develop new ticket counters to provide approximately one hundred (100) ticketing positions. Project includes ticketing insert modules to be used in cabinetry provided by City plus all special electrical and wiring components required for computer systems installation. Project also provides for remodeling of existing ticketing offices and development of new offices associated with new counter areas, new floor openings and conveyors running to the required baggage make-up facility.

New Baggage Make-Up Facility

Construct a baggage make-up area containing approximately 158,000 square feet to be located on the aircraft parking apron between Concourses C and D. The equipment to be located within the facility will provide for automated sortation of outbound baggage and transfer baggage from sidewalk check-in areas, ticket counters and ramp side. The system will process baggage at a minimum rate of 322 bags per minute and will have the capacity to perform 64 discrete sorts. The project will require modifications to aircraft fueling and other underground systems. Three aircraft parking positions will be eliminated; D-1, D-5 and D-7.

Widen Concourse C

Add a section approximately 610 feet long by approximately 24 feet wide along the north side of the existing concourse between Gates C-2 to C-10. This is to be continuous from column line 15 to column line 51 in order to provide additional passenger circulation and departure lounge space. Similar space will be added to the south side of the concourse between gates C-7 to C-17 from column line 32 to column line 65 approximately 24 feet wide for the continuous distance. Additionally, the project will provide a sterile corridor to connect Gates C-4 and C-6 to the customs facility at Gate C-2. The project will require the demolition of two sets of men/women restroom facilities and two snack bar concession areas which will be relocated to the new space. The additional 24 feet of width will necessitate the relocation of passenger loading bridges and aircraft fuel pits associated with Gates C-2, C-4, C-6, C-8, C-10, C-7, C-9, C-11, C-15 and C-17. The entry to the concourse from the terminal will be widened approximately 24 feet and a new security area and customs exitway added.

New Concourse D President's Club

Construct a new 12,000 square foot President's Club on the roof above the new baggage make up facility along the south side of Concourse D to accommodate new membership. The space will be modeled to reflect the current corporate image established for President's Clubs.

Expand Concourse C Control Tower

Replace the existing 680 square foot Concourse C control tower with a new 2 story facility of approximately 3,000 square feet to provide additional operations space for ramp control personnel. The project includes necessary millwork and communications cabling.

Remodel and Expand In-bound Baggage Area

Expand the existing Airline in-bound baggage area. The five existing claim carousels (9-13) will be replaced with new units and a new sixth unit will be installed. This project will include the remodeling of existing baggage service offices and the construction of new spaces for baggage service and Quick Pak. The project will provide a baggage information display system ("BIDS"), acceptable to Airline, for the display of arriving baggage information for passengers claiming bags in this area.

Concourse C President's Club Remodeling

Existing President's Club on Concourse C consists of approximately 4,700 square feet. That space will be remodeled and updated to reflect the current corporate image established for President's Clubs. An expanded concourse level entry and stair will be added to the facility.

