

99-175

**WASTEWATER EASEMENT AND INDEMNITY AGREEMENT**

THIS WASTEWATER EASEMENT AND INDEMNITY AGREEMENT ("Agreement"), made and entered into this 2<sup>nd</sup> day of March, 1999 by and among the CITY AND COUNTY OF DENVER ("City"), a municipal corporation of the State of Colorado, and J.D. Edwards & Company, a Delaware corporation ("JDE"), Denver Hines Development, LLC, a Delaware limited liability company ("Hines") and Phelps Program Management L.L.C., a Delaware limited liability company ("Hotel") (collectively the "Owners"). JDE owns the property described in Exhibit A-1, upon which it will construct improvements to be known as J.D. Edwards, Building No. 4. JDE also owns the Syracuse Access Road described in Exhibit A-2; Hines owns the property described in Exhibit B and Hotel owns the property described in Exhibit C. These properties are all shown on Exhibit D.

**WITNESSETH**

WHEREAS, Owners intend to or have created separate zone lots for the properties described in Exhibits A-1, B and C; and

WHEREAS, the separate zone lots will be served by a single privately owned sanitary sewer line and storm sewer line ("sewers"), which renders it necessary for the Owners to allow access for proper maintenance and service of such privately owned sanitary and storm sewer systems by the Owners, or in the event of their failure to do so, by the City on the properties described in attached Exhibits A-1, B, C and shown on attached Exhibit D, and collectively referred to as the "Development"; and

WHEREAS, the Owners will cause this agreement to be recorded pertaining to the above referenced Development, which agreement will include Exhibit F which shows thereon the private sanitary sewer and storm sewer and zone lot parcels and otherwise conform to standards approved by the City; and

WHEREAS, the City and County of Denver is a municipal corporation within which the above Development is located and which currently provides emergency and other municipal services to premises within the City using the public sewer system; and

WHEREAS, the Owners are desirous of providing ingress and egress to the City to enable the City to provide emergency municipal services in, to and over said Development, in the event of failure to do so by the Owners, to ensure that the failure of any private sewer line within the Development does not impair the access of the other Owners within the Development to the private sewers; and

WHEREAS, the City and the Owners desire to delineate sanitary and storm sewer flows from the Development; and

WHEREAS, JDE and Hines have entered into that certain Easement Agreement (Storm and Sanitary Sewer) dated August 24, 1998 recorded at Reception number 98-00145649 (the "Hines Easement"); and

WHEREAS, JDE and the City entered into that certain Easement and Indemnity Agreement for Syracuse Access Road recorded on August 14, 1998 at Reception number 98-0032444 (the "Syracuse Easement"); and

NOW, THEREFORE, in consideration of the premises and in consideration of the Owners: (1) being excused from the lawful requirement to construct separate sewer lines and separate connections to the publicly owned sanitary sewer system for each individual property owned by the Owners, and (2) receiving the benefits of emergency and other municipal services from the City, the parties hereto agree as follows:

#### SECTION ONE.

1. Hines, JDE and the Hotel hereby confirm that the easements described in the Syracuse Easement and the Hines Easement are, and will be available to the City, and Hines and JDE hereby grant to the City and each other the easements as described in Exhibits E-1 through E-5 and shown on Exhibit E-6 for the purpose of providing in the Development public access, emergency access, and utilities construction and maintenance, including emergency private sewer repairs, together with any and all right-of-ways, easements or rights of ingress and egress, necessary or convenient to the Owners and/or the City to accomplish such purposes, PROVIDED, HOWEVER, that in non-dedicated driveways or privately maintained sewers existing within the Development, the City shall not be obligated or expected to perform any construction, reconstruction, maintenance, repair, cleaning, snow removal, street lighting, traffic control, or regulation or any other services on property of the Development which it does not or cannot perform on any private property within the City and County of Denver.

2. It is the desire of the Owners that the Owners, or the City use the easements granted to provide emergency private sewer repairs within the Development. It is further understood that in the event of a sale by an Owner of its property subject to this Agreement, an agreement shall be executed stating that the purchaser of any such property shall, as a successor in interest to the applicable Owner have joint and several financial responsibilities for the maintenance and repair of such private roads, streets, sewers, or other drainage facilities and the indemnity provisions of this agreement. In accordance with Section 41-20 of the Denver Revised Municipal Code, the Owners shall have a copy of the Agreement readily available and shall provide a copy to each purchaser at the time of execution of each sales agreement. The Owners shall also record this Agreement with the Clerk and Recorder of the City and County of Denver, and provide satisfactory evidence of such recordation to the City.

The City and JDE acknowledge that the Property described in Exhibit A-1 and shown on Exhibits D and F will be covered by this Agreement (except for the basement level of JDE



Building No. 4). The City and JDE acknowledge that the storm and sanitary sewer flows from JDE Building Nos. 1, 2, 3 and the basement level of JDE Building No. 4 (to be built) will not flow through the private sanitary and storm sewer lines within the easements described herein.

3. The term Owners as used herein shall be deemed to include heirs, successors, and assigns of the original Owners. All duties and liabilities of the Owners hereunder shall be joint and several as among original Owners, their successors, and assigns; provided that if an occurrence giving rise to a claim hereunder is proven to be proximately caused by a defined action or omission by Owners, its agents, servants or employees which occurred during a specific period of time, then only those Owners holding fee title to the development, or any portion thereof, during such specific period of time shall be jointly and severally liable hereunder.

## SECTION TWO. Construction and Maintenance

4. It shall be the duty of the Owners to construct, reconstruct, repair and maintain all private driveways and sewers within the Development in such condition so as to be usable by the City for provision of services as set out herein. If the Owners dedicate the Syracuse Access Road and sewer easements to Goldsmith Metropolitan District (the "District"), the District will assume these duties. The Owners will give the City notice of any such dedications.

5. If, in the sole opinion of the City, the private driveways or sewers are not properly maintained or are closed, blocked, or vacated, the City shall give notice to Owners and to the District if the Syracuse Access Road or sewers are dedicated to the District; and if repairs or corrections, are not made within the time designated in such notice, the City is authorized to make or have made repairs or correction, and will charge and collect the cost therefor from the Owners or the District if the Syracuse Access or sewers are dedicated to the District.

6. The Owners shall in no way consider or hold the City or its personnel guilty of a trespass in accessing the easements granted hereunder for the performance of any of the municipal services, duties or responsibilities referred to herein

7. The Owners will neither (a) alter the Development nor (b) close, block or vacate the private driveways or sewers in the Development so as to render impossible or materially impair the provision by the City or other Owners of the above-stated obligations and/or services to the Development.

8. The Owners will pay for and be responsible for all costs of installation and maintenance of sanitary sewers and sanitary access fittings and associated facilities within the Development as determined necessary by and according to the specifications of the Department of Public Works of the City and County of Denver. While the City assumes no obligation for the maintenance or operation of such sewers, in the event of a malfunction of such sewers and the failure of Owners or District to correct the malfunction, the City is authorized to make or have made the

correction or repair and to charge and collect the cost thereof from the Owners or the District, jointly and severally, pursuant to Article 5 thereof.

### SECTION THREE. Indemnity Agreement

9. Each Owner agrees (with respect to the property owned by it) to: defend, indemnify, and save the City, its officers, agents and employees against any and all claims for damage to property or injuries to or death of any person or persons which may result from the City services operations at the portion of the Development owned by the particular Owner, provided however that the Owners need not indemnify or save harmless the City, its officers, agents, and employees from damages as aforesaid proximately resulting from the sole negligence of the City's officers, agents, employees. By all claims for damages, this Agreement specifically includes but is not limited to:

- a) Any driveway deterioration or damage of the Development;
- b) Any structural damage to buildings located on the Development caused by City vehicle weight or size, by vibrations generated by City vehicles, or by any other cause not specifically described.
- c) Any damage to utilities such as water pipes, sewer pipes, gas pipes, electrical power lines, and other communication lines, conduits, or cables.
- d) Any damage to landscape including but not limited to shrubbery, trees and lawn.
- e) Any bodily injury to any person except a City employee, which is caused directly or indirectly by City services operations at the Development, or by delay, or complication, or prevention or provision of such services due to closure, blocking, vacation, or disrepair of the private driveways or sewers referred to herein.

10. Each Owner further agrees (with respect to the property owned by it) to be liable to reimburse the City for any bodily injury to City personnel, or damages to City property caused by defective or dangerous condition of the portion of the Development owned by that particular Owner.

### SECTION FOUR. Disputes

11. Disputes between the City and any other party hereto regarding any aspect of the Agreement shall be resolved by administrative hearing pursuant to D.R.M.C. Section 56-106.



SECTION FIVE. Easement and Indemnity Agreement to Run with Land

12. The grant of easement and duties contained herein shall run with the land and shall be binding upon and shall inure to the benefit of, the parties hereto, their heirs, successors or assigns, and the Owners agree that upon sale of any portion of the described property served by the sewers, a copy of this Agreement will be given purchaser.

13. The Owners agree to the terms of this Agreement and give evidence of its voluntary agreement by having the individuals below sign their name to the Agreement. The persons signing and executing the Agreement on behalf of the Owners, do hereby warranty and guarantee that they have been fully authorized by the Owners to execute this Agreement on behalf of the Owners and to validly and legally bind the Owners to all terms, performances, provisions and conditions herein set forth.

14. This Agreement shall become effective upon its execution by the parties hereto. The Owners will provide satisfactory evidence to the City of recordation of the Agreement with the Clerk and Recorder of the City and County of Denver.

15. This Agreement shall be binding upon any and all heirs, successors, assignees, or transferees of the parties hereto and shall be considered a covenant running with the land.

16. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall modify, as between the Owners, any rights, obligations or liabilities previously agreed to by the Owners in connection with the Hines Easement or the Syracuse Access Road, as such rights, obligations or liabilities currently exist or as they may be amended between the Owners in the future.

SECTION SIX. No discrimination in Employment: No Third Party Beneficiaries

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

18. It is expressly understood and agreed that enforcement of the terms of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Owners, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to, subcontractors, sub-consultants, and suppliers. It is the express intention of the City and Owners that any person other than the City and Owners receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as to the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

By: Rosemary E. Rodriguez  
Rosemary E. Rodriguez, Clerk and Recorder  
Ex-Officio Clerk of the City and County of Denver

By: [Signature]  
**ACTING MAYOR**

APPROVED AS TO FORM:  
DANIEL E. MUSE, Attorney for  
the City and County of Denver

RECOMMENDED & APPROVED:

By: [Signature]  
Assistant City Attorney

By: [Signature]  
Manager of Public Works

REGISTERED AND COUNTERSIGNED:

By: [Signature]  
Deputy Manager of Public Works  
for Wastewater Management

By: [Signature]  
Auditor **Deputy Auditor**

OWNERS ACCEPTANCE:

J.D. EDWARDS & COMPANY  
a Delaware corporation

By: [Signature]  
Richard G. Snow, Jr.  
**VP GEN COUNSEL**



STATE OF COLORADO )

) SS

CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 1998 by Richard C. Snow, Jr. as V. General Counsel of J.D. Edwards & Company, a Delaware corporation.

Witness my hand and official seal.

My commission Expires: June 30, 1999

Rita M. Bartolo  
Notary Public

PHELPS PROGRAM MANAGEMENT, L.L.C.,  
a Delaware limited liability company

By: [Signature]

Manager, Member DIRECTOR

IRITA M. BARTOLO  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires June 30, 1999

STATE OF COLORADO )

) SS

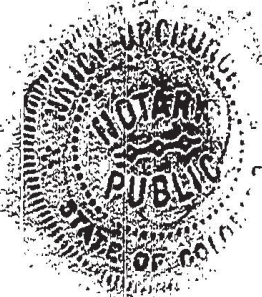
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December, 1998 by FERONE M. TRANNES as managing member of Phelps Program Management, L.L.C., a Delaware limited liability company.

Witness my hand and official seal.

My commission Expires: 2-15-2002

[Signature]  
Notary Public



DENVER HINES DEVELOPMENT, LLC, a  
Delaware limited liability company

By: Tom Owens

STATE OF ~~COLORADO~~ Texas )  
COUNTY OF Harris ) SS

1999 The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January,  
~~1998~~ by Tom Owens as manager of Denver Hines  
Development, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission Expires: 3-23-2002

Genam Murphy  
Notary Public

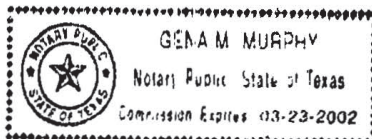




EXHIBIT A-1  
J.D. EDWARDS  
PHASE IV

A PARCEL OF LAND SITUATED IN THE EAST HALF OF SECTION 8 AND THE WEST HALF OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF PARCEL 1, AS RECORDED AT RECEPTION NO. 92-0071136, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF UNION AVENUE PARKWAY AS PLATTED BY DENVER TECHNOLOGICAL CENTER, FILING NO. 1, BOOK 29, PAGE 56; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES: 1) THENCE 303.12 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 894.93 FEET, A CENTRAL ANGLE OF 19°24'24", AND A CHORD WHICH BEARS S74°31'42"W, 301.67 FEET TO A POINT OF COMPOUND CURVATURE; 2) THENCE 97.34 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 61°58'08", AND A CHORD WHICH BEARS N64°47'03"W, 92.66 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S87°15'05"W, 114.52 FEET; THENCE LEAVING SAID RIGHT-OF-WAY 5.96 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 18.50 FEET, A CENTRAL ANGLE OF 18°28'22", AND A CHORD WHICH BEARS N22°39'57"E, 5.94 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 127.07 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 408.22 FEET, A CENTRAL ANGLE OF 17°53'06", AND A CHORD WHICH BEARS N04°30'43"E, 126.56 FEET; THENCE N02°57'19"W, 116.26 FEET TO A POINT OF CURVATURE; THENCE 135.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 373.50 FEET, A CENTRAL ANGLE OF 20°51'27", AND A CHORD WHICH BEARS N13°23'02"W, 135.22 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 33.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 43.50 FEET, A CENTRAL ANGLE OF 44°02'14", AND A CHORD WHICH BEARS N45°49'52"W, 32.62 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 42.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 61.50 FEET, A CENTRAL ANGLE OF 39°35'42", AND A CHORD WHICH BEARS N48°03'08"W, 41.66 FEET; THENCE ALONG A NON-TANGENT LINE N89°45'35"W, 190.35 FEET TO A POINT OF CURVATURE; THENCE 111.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 282.23 FEET, A CENTRAL ANGLE OF 22°32'52", AND A CHORD WHICH BEARS N79°21'32"W, 110.35 FEET; THENCE S07°54'54"W, 426.43 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF UNION AVENUE PARKWAY; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES: 1) THENCE N82°05'06"W, 310.35 FEET TO A POINT OF CURVATURE; 2) THENCE 322.11 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,924.79 FEET, A CENTRAL ANGLE OF 06°18'36", AND A CHORD WHICH BEARS N85°14'25"W, 321.96 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY I-25 AND I-225 AS RECORDED IN BOOK 289, PAGE 497, BOOK 1915, PAGE 403, (ARAPAHOE COUNTY), AND BOOK 1001 AT PAGE 258; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) CONSECUTIVE COURSES: 1) THENCE N24°01'59"W, 67.63 FEET; 2) THENCE N64°19'50"W, 66.49 FEET; 3) THENCE N24°01'59"W, 250.60 FEET; 4) THENCE N14°24'55"W, 188.21 FEET; 5) THENCE N00°09'46"E, 587.51 FEET; 6) THENCE N20°51'56"E, 423.00 FEET; 7) THENCE N30°01'48"E, 200.54 FEET; 8) THENCE N57°51'41"E, 363.79 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND AS RECORDED IN BOOK 2527, PAGE 528; THENCE ALONG THE LOT LINE OF SAID PARCEL THE FOLLOWING THREE (3) CONSECUTIVE COURSES: 1) THENCE S05°08'13"E, 270.00 FEET; 2) THENCE N84°51'47"E, 315.00 FEET; 3) THENCE N05°08'13"W, 233.66 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY I-225; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S39°39'43"E 227.19 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N41°29'02"E, 19.68 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH ULSTER STREET PARKWAY AS PLATTED BY SAID DENVER TECHNOLOGICAL CENTER, NORTH, FILING NO. ONE; THENCE 88.58 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE BEING A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 810.00 FEET, A



CENTRAL ANGLE OF 06°15'57", AND A CHORD WHICH BEARS S42°55'27"E, 88.54 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE S43°56'35"W, 67.90 FEET; THENCE 413.05 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 995.00 FEET, A CENTRAL ANGLE OF 23°47'07", AND A CHORD WHICH BEARS S79°41'12"W, 410.10 FEET; THENCE N27°16'44"W, 79.29 FEET; THENCE 563.61 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,074.00 FEET, A CENTRAL ANGLE OF 30°04'04", AND A CHORD WHICH BEARS S52°23'11"W, 557.17 FEET; THENCE ALONG A NON-TANGENT LINE S52°41'01"E, 426.22 FEET; THENCE N51°59'37"E, 130.35 FEET; THENCE S27°10'04"E, 292.72 FEET; THENCE S52°41'01"E, 24.65 FEET; THENCE 249.15 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 324.50 FEET, A CENTRAL ANGLE OF 43°59'32", AND A CHORD WHICH BEARS N59°18'45"E, 243.08 FEET; THENCE 21.09 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 60.50 FEET, A CENTRAL ANGLE OF 19°58'16", AND A CHORD WHICH BEARS N23°40'09"E, 20.98 FEET; THENCE ALONG A NON-TANGENT LINE N00°14'25"E, 225.13 FEET TO A POINT OF CURVATURE; THENCE 374.70 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 602.79 FEET, A CENTRAL ANGLE OF 35°36'58", AND A CHORD WHICH BEARS N18°02'45"E, 368.70 FEET TO A POINT OF TANGENCY; THENCE N35°51'07"E, 95.85 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH ULSTER STREET PARKWAY; THENCE 140.10 FEET ALONG SAID SOUTHWESTERLY LINE BEING A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 09°54'36", AND A CHORD WHICH BEARS S56°14'03"E, 139.92 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE S61°11'21"E, 66.69 FEET; THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE 159.28 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 82°57'50", AND A CHORD WHICH BEARS S77°19'44"W, 145.72 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 306.57 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 493.29 FEET, A CENTRAL ANGLE OF 35°36'30", AND A CHORD WHICH BEARS S18°02'34"W, 301.66 FEET TO A POINT OF TANGENCY; THENCE S00°14'25"W, 195.89 FEET; THENCE 139.99 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 86.00 FEET, A CENTRAL ANGLE OF 93°16'00", AND A CHORD WHICH BEARS S00°11'30"W, 125.04 FEET; THENCE S89°45'35"E, 267.23 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 086484; THENCE ALONG SAID WESTERLY LINE, S00°14'25"W, 488.00 FEET; THENCE LEAVING SAID WESTERLY LINE 213.35 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 21°26'46", AND A CHORD WHICH BEARS S13°40'42"E, 212.11 FEET TO A POINT OF TANGENCY; THENCE S02°57'19"E, 218.02 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF UNION AVENUE PARKWAY AND THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 33.23 ACRES (1,447,678 SQ. FT), MORE OR LESS. EXCEPT FOR THE SYRACUSE ACCESS ROAD PARCEL DESCRIBED IN EXHIBIT A-2, CONTAINING 1.2173 ACRES, MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF UNION AVENUE PARKWAY AS DEDICATED BY THE PLAT OF DENVER TECHNOLOGICAL CENTER FILING NO. 1 (BOOK 29, PAGE 56) BEARING S64°49'30"W, 766.84 FEET MARKED BY FOUND PIN AND CAP PLS NO. 23899 AND FOUND PIN AND CAP PLS NO. 9655.

PREPARED BY RANDALL PHELPS  
AND REVIEWED BY WAYNE W. HARRIS, P.L.S., P.E.  
FOR AND ON BEHALF OF  
MARTIN/MARTIN, INC.  
4251 KIPLING STREET  
WHEAT RIDGE, COLORADO 80033  
OCTOBER 15, 1998



EXHIBIT A-2  
SYRACUSE ACCESS ROAD

A PARCEL OF LAND BEING LOCATED IN THE DENVER TECHNOLOGICAL CENTER IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE HYATT REGENCY PARCEL (RECEPTION NO. 086484); THENCE ALONG THE WESTERLY LINE OF THE HINES PARCEL (RECEPTION NO. 9800003993) 213.35 FEET BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF  $21^{\circ}26'46''$ , AND A CHORD WHICH BEARS  $S13^{\circ}40'42''E$ , 212.11 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID WESTERLY LINE  $S02^{\circ}57'19''E$ , 218.02 FEET; THENCE LEAVING SAID WESTERLY LINE  $S87^{\circ}15'05''W$ , 114.52 FEET TO A POINT ON THE EASTERLY LINE OF THE J.D. EDWARDS PROPOSED HOTEL PARCEL; THENCE ALONG SAID JD EDWARDS PROPOSED HOTEL PARCEL THE FOLLOWING SIX (6) CONSECUTIVE COURSES: 1) THENCE 5.96 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 18.50 FEET, A CENTRAL ANGLE OF  $18^{\circ}28'22''$ , AND A CHORD WHICH BEARS  $N22^{\circ}39'57''E$ , 5.94 FEET TO A POINT OF COMPOUND CURVATURE; 2) THENCE 127.07 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 408.22 FEET, A CENTRAL ANGLE OF  $17^{\circ}50'06''$ , AND A CHORD WHICH BEARS  $N04^{\circ}30'43''E$ , 126.56 FEET TO A POINT OF TANGENCY; 3) THENCE  $N02^{\circ}57'19''W$ , 116.26 FEET TO A POINT OF CURVATURE; 4) THENCE 135.97 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 373.50 FEET, A CENTRAL ANGLE OF  $20^{\circ}51'27''$ , AND A CHORD WHICH BEARS  $N13^{\circ}23'02''W$ , 135.22 FEET TO A POINT OF COMPOUND CURVATURE; 5) THENCE 33.43 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 43.50 FEET, A CENTRAL ANGLE OF  $44^{\circ}02'14''$ , AND A CHORD WHICH BEARS  $N45^{\circ}49'52''W$ , 32.62 FEET TO A POINT OF REVERSE CURVATURE; 6) THENCE 42.50 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 61.50 FEET, A CENTRAL ANGLE OF  $39^{\circ}35'42''$ , AND A CHORD WHICH BEARS  $N48^{\circ}03'08''W$ , 41.66 FEET TO THE NORTHEASTERLY CORNER OF SAID PROPOSED HOTEL PARCEL AND SOUTHEAST CORNER OF THE J.D. EDWARDS PARCEL RECEPTION NO. 9800045112; THENCE ALONG SAID J.D. EDWARDS PARCEL LINE 170.07 FEET BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 61.50 FEET, A CENTRAL ANGLE OF  $158^{\circ}26'38''$ , AND A CHORD WHICH BEARS  $N50^{\circ}58'02''E$ , 120.83 FEET TO A POINT OF REVERSE CURVATURE; THENCE 44.05 FEET ALONG SAID PARCEL LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 98.50 FEET, A CENTRAL ANGLE OF  $25^{\circ}37'28''$ , AND A CHORD WHICH BEARS  $S62^{\circ}37'22''E$ , 43.69 FEET TO SAID HYATT REGENCY PARCEL LINE; THENCE LEAVING SAID J.D. EDWARDS PARCEL LINE AND ALONG THE WEST LINE OF SAID HYATT REGENCY PARCEL BEING A NON-TANGENT LINE  $S00^{\circ}14'25''W$ , 56.56 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 53,028 SQUARE FEET (1.2173 ACRES), MORE OR LESS.

BASIS OF BEARINGS: THE NORTHERLY RIGHT-OF-WAY LINE OF UNION AVENUE PARKWAY, BOOK 29, PAGE 56, AS MONUMENTED BY A PIN AND CAP PLS 9655 BEING THE EASTERLY CORNER OF PARCEL 1, RECEPTION NUMBER 92-0071136 AND A PIN AND CAP PLS 23899, IS ASSUMED TO BEAR  $S64^{\circ}49'30''W$ , 766.84 FEET.

PREPARED BY CHRIS S. STRAWN  
AND REVIEWED BY WAYNE W. HARRIS, P.E., P.L.S.  
FOR AND ON BEHALF OF  
MARTIN/MARTIN, INC.  
4251 KIPLING STREET  
WHEAT RIDGE, COLORADO 80033  
JUNE 3, 1998



## EXHIBIT B

### Legal Description of Hines Property

A PARCEL OF LAND BEING LOCATED IN THE DENVER TECHNOLOGICAL CENTER IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9;  
THENCE SOUTH 60 DEGREES 11 MINUTES 36 SECONDS EAST, 1,352.24 FEET TO THE SOUTHERLY LINE OF THE HYATT REGENCY HOTEL PARCEL AND THE TRUE POINT OF BEGINNING;  
THENCE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 43 MINUTES 35 SECONDS EAST, 363.54 FEET TO A POINT OF CURVATURE;  
THENCE SOUTH 358.99 FEET ALONG SAID SOUTHERLY LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 244.00 FEET, A CENTRAL ANGLE OF 84 DEGREES 17 MINUTES 55 SECONDS, AND A CHORD WHICH BEARS NORTH 43 DEGREES 05 MINUTES 29 SECONDS EAST, 327.48 FEET;  
THENCE LEAVING SAID SOUTHERLY LINE SOUTH 84 DEGREES 03 MINUTES 30 SECONDS EAST, 534.39 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH ULSTER STREET PARKWAY;  
THENCE ALONG SAID RIGHT-OF-WAY LINE 42.81 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,242.90 FEET, A CENTRAL ANGLE OF 01 DEGREES 05 MINUTES 37 SECONDS, AND A CHORD WHICH BEARS SOUTH 25 DEGREES 17 MINUTES 21 SECONDS EAST, 42.81 FEET TO A POINT OF TANGENCY;  
THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 25 DEGREES 45 MINUTES 05 SECONDS EAST, 49.71 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF UNION AVENUE PARKWAY (BOOK 29, PAGE 56) AND A POINT OF CURVATURE;  
THENCE ALONG SAID UNION AVENUE PARKWAY THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:

1) THENCE 159.44 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 101.50 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD WHICH BEARS SOUTH 19 DEGREES 49 MINUTES 30 SECONDS WEST, 143.54 FEET TO A POINT OF TANGENCY;

2) THENCE SOUTH 64 DEGREES 49 MINUTES 30 SECONDS WEST, 766.84 FEET TO A POINT OF CURVATURE;

3) THENCE 303.12 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 894.93 FEET, A CENTRAL ANGLE OF 19 DEGREES 24 MINUTES 24 SECONDS, AND A CHORD WHICH BEARS SOUTH 74 DEGREES 31 MINUTES 42 SECONDS WEST, 301.68 FEET TO A POINT OF COMPOUND CURVATURE;

4) THENCE 97.34 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 61 DEGREES 58 MINUTES 06 SECONDS, AND A CHORD WHICH BEARS NORTH 64 DEGREES 47 MINUTES 03 SECONDS WEST, 92.66 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 02 DEGREES 57 MINUTES 19 SECONDS WEST, 218.02 FEET TO A POINT OF CURVATURE;

THENCE 213.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 21 DEGREES 26 MINUTES 46 SECONDS, AND A CHORD WHICH BEARS NORTH 13 DEGREES 40 MINUTES 42 SECONDS WEST, 212.11 FEET TO SAID SOUTHERLY LINE OF HYATT REGENCY HOTEL AND THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 10.17 ACRES (443,126 SQUARE FEET), MORE OR LESS.



**BASIS OF BEARINGS:**

ASSUMED ALONG THE SOUTHEASTERLY LINE OF DENVER TECHNOLOGICAL CENTER EAST, THAT IS SITUATED SOUTH AND WEST OF SOUTH ULSTER STREET PARKWAY, NORTHWEST OF UNION AVENUE PARKWAY, AND EAST OF INTERSTATE HIGHWAY I-25, AND BEING THE NORTHERLY RIGHT-OF-WAY LINE OF UNION AVENUE PARKWAY, BOOK 29, PAGE 56, AS MONUMENTED BY A PIN AND CAP PLS 9655 BEING THE EASTERLY CORNER OF PARCEL 1, RECEPTION NO. 92-0071136 AND A PIN AND CAP PLS 23899, BEARING SOUTH 64 DEGREES 49 MINUTES 30 SECONDS WEST, 766.84 FEET.

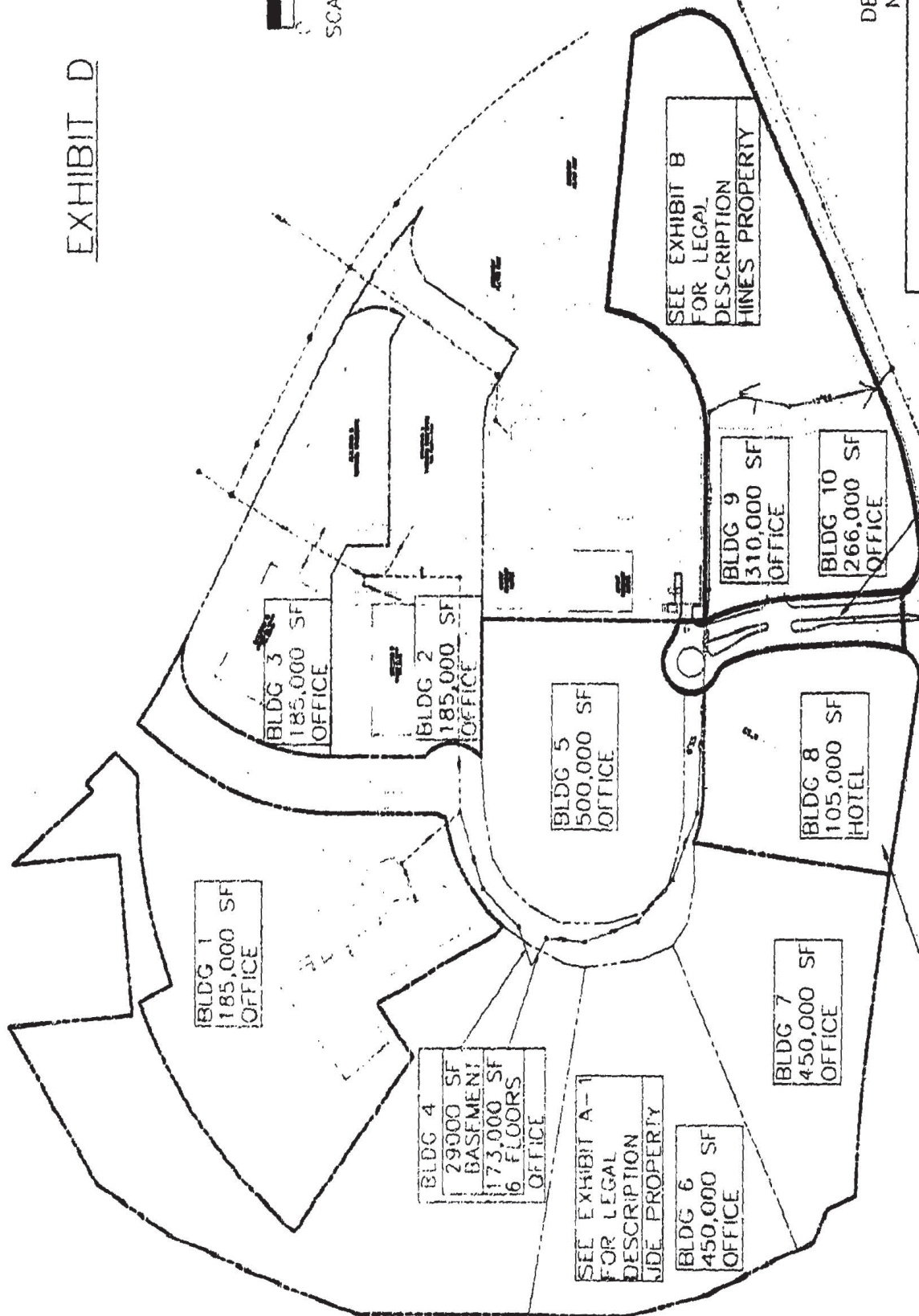
**EXHIBIT C**  
**HOTEL PROPERTY**

A PARCEL OF LAND BEING LOCATED IN THE DENVER TECHNOLOGICAL CENTER IN THE WEST HALF OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 9; THENCE S32°29'56"E A DISTANCE OF 1271.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE N07°54'54"E A DISTANCE OF 426.43 FEET; THENCE 111.07 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 282.23 FEET, A CENTRAL ANGLE OF 22°32'52", A CHORD WHICH BEARS S79°21'32"E A DISTANCE OF 110.35 FEET TO A POINT OF TANGENCY; THENCE S89°45'35"E A DISTANCE OF 190.35 FEET; THENCE 42.50 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 61.50 FEET, A CENTRAL ANGLE OF 39°35'42" AND A CHORD WHICH BEARS S48°03'08"E A DISTANCE OF 41.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE 33.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 43.50 FEET, A CENTRAL ANGLE OF 44°02'14" AND A CHORD WHICH BEARS S45°49'52"E A DISTANCE OF 32.62 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 135.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 373.50 FEET, A CENTRAL ANGLE OF 20°51'27", AND A CHORD WHICH BEARS S13°23'02"E A DISTANCE OF 135.22 FEET TO A POINT OF TANGENCY; THENCE S02°57'19"E A DISTANCE OF 116.26 FEET TO A POINT OF CURVATURE; THENCE 127.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 408.22 FEET, A CENTRAL ANGLE OF 17°50'06" AND A CHORD WHICH BEARS S04°30'43"W A DISTANCE OF 126.56 FEET TO A POINT OF COMPOUND CURVATURE; THENCE 5.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 18.50 FEET, A CENTRAL ANGLE OF 18°28'22" AND A CHORD WHICH BEARS S22°39'57"W A DISTANCE OF 5.94 FEET; THENCE S87°15'05"W A DISTANCE OF 14.04 FEET; THENCE 66.36 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 54°18'59" AND A CHORD WHICH BEARS S70°45'25"W A DISTANCE OF 63.90 FEET TO A POINT OF TANGENCY; THENCE N82°05'06"W A DISTANCE OF 366.08 FEET TO THE TRUE POINT OF BEGINNING.  
CONTAINING 4.049 ACRES, MORE OR LESS.



# EXHIBIT D



DEC. 14, 1998  
NOV. 06, 1998

**MARTIN/MARTIN**

Consulting Engineers

4251 Kipling St  
Wheat Ridge, CO  
(303) 431-6100

**EXHIBIT E-1**  
**JD EDWARDS - HINES EASEMENTS**  
**JD EDWARDS PRIVATE SANITARY SEWER LINE**

A STRIP OF LAND 10.00 FEET IN WIDTH BEING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, LOCATED IN THE DENVER TECHNOLOGICAL CENTER IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE HINES PARCEL (RECEPTION NO. 9800003993); THENCE S23°45'55"E, 12.67 FEET TO A POINT AT WHICH POINT BEING HEREAFTER KNOWN AS THE TRUE POINT OF BEGINNING NO. 1; THENCE N84°38'19"W, 173.60 FEET; THENCE N87°15'02"W, 203.05 FEET; THENCE N67°55'34"W, 144.58 FEET; THENCE N46°13'57"W, 108.13 FEET; THENCE N19°53'29"W, 124.73 FEET; THENCE N04°28'15"E, 95.24 FEET TO THE POINT OF TERMINATION.

BASIS OF BEARINGS: THE NORTHERLY RIGHT-OF-WAY LINE OF UNION AVENUE PARKWAY, BOOK 29, PAGE 56, AS MONUMENTED BY A PIN AND CAP PLS 9655 BEING THE EASTERLY CORNER OF PARCEL 1, RECEPTION NUMBER 92-0071136 AND A PIN AND CAP PLS 23899, IS ASSUMED TO BEAR S64°49'30"W, 766.84 FEET.

PREPARED BY JOSEPH C. PRINSTER, P.E.  
FOR AND ON BEHALF OF  
MARTIN/MARTIN, INC.  
4251 KIPLING STREET  
WHEAT RIDGE, COLORADO 80033  
JULY 24, 1998



EXHIBIT E-2  
JD EDWARDS - HINES EASEMENTS  
HINES PRIVATE SANITARY SEWER LINE:

A STRIP OF LAND 10.00 FEET IN WIDTH BEING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, LOCATED IN THE DENVER TECHNOLOGICAL CENTER IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE HINES PARCEL (RECEPTION NO. 9800003993); THENCE S23°45'55"E, 12.67 FEET TO A POINT AT WHICH POINT BEING HEREAFTER KNOWN AS THE TRUE POINT OF BEGINNING NO. 1; THENCE S84°38'19"E, 60.14 FEET; THENCE N89°51'18"E, 348.86 FEET; THENCE S25°10'30"E, 67.51 FEET; THENCE S11°58'15"W, 105.24 FEET; THENCE S11°00'13"E, 186.91 FEET; THENCE S46°51'18"E, 9.12 FEET TO THE POINT OF TERMINUS, WHICH POINT BEING ON THE SOUTHERLY LINE OF SAID HINES PARCEL.

BASIS OF BEARINGS: THE NORTHERLY RIGHT-OF-WAY LINE OF UNION AVENUE PARKWAY, BOOK 29, PAGE 56, AS MONUMENTED BY A PIN AND CAP PLS 9655 BEING THE EASTERLY CORNER OF PARCEL 1, RECEPTION NUMBER 92-0071136 AND A PIN AND CAP PLS 23899, IS ASSUMED TO BEAR S64°49'30"W, 766.84 FEET.

PREPARED BY JOSEPH C. PRINSTER, P.E.  
FOR AND ON BEHALF OF  
MARTIN/MARTIN, INC.  
4251 KIPLING STREET  
WHEAT RIDGE, COLORADO 80033  
JULY 24, 1998

**EXHIBIT E-3**  
**JD EDWARDS - HINES EASEMENTS**  
**JD EDWARDS "W & Y" PRIVATE STORM SEWER LINE**

A STRIP OF LAND 10.00 FEET IN WIDTH BEING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, LOCATED IN THE DENVER TECHNOLOGICAL CENTER IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE HINES PARCEL (RECEPTION NO. 9800003993); THENCE  $S08^{\circ}53'54''E$ , 381.16 FEET TO A POINT AT WHICH POINT BEING HEREAFTER KNOWN AS THE TRUE POINT OF BEGINNING NO. 3; THENCE  $N45^{\circ}47'36''W$ , 26.99 FEET; THENCE  $N60^{\circ}07'37''W$ , 88.69 FEET; THENCE  $N89^{\circ}49'29''W$ , 23.66 FEET TO THE POINT OF TERMINUS.

BASIS OF BEARINGS: THE NORTHERLY RIGHT-OF-WAY LINE OF UNION AVENUE PARKWAY, BOOK 29, PAGE 56, AS MONUMENTED BY A PIN AND CAP PLS 9655 BEING THE EASTERLY CORNER OF PARCEL 1, RECEPTION NUMBER 92-0071136 AND A PIN AND CAP PLS 23899, IS ASSUMED TO BEAR  $S64^{\circ}49'30''W$ , 766.84 FEET.

PREPARED BY JOSEPH C. PRINSTER, P.E.  
FOR AND ON BEHALF OF  
MARTIN/MARTIN, INC.  
4251 KIPLING STREET  
WHEAT RIDGE, COLORADO 80033  
JULY 24, 1998



**EXHIBIT E-4**  
**JD EDWARDS - HINES EASEMENTS**  
**JD EDWARDS "X" PRIVATE STORM SEWER LINE**

A STRIP OF LAND 10.00 FEET IN WIDTH BEING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, LOCATED IN THE DENVER TECHNOLOGICAL CENTER IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE HINES PARCEL (RECEPTION NO. 9800003993); THENCE S09°18'03"E, 357.07 FEET TO A POINT AT WHICH POINT BEING HEREAFTER KNOWN AS THE TRUE POINT OF BEGINNING NO. 2; THENCE S71°56'22"W, 16.42 FEET TO THE POINT OF TERMINATION.

BASIS OF BEARINGS: THE NORTHERLY RIGHT-OF-WAY LINE OF UNION AVENUE PARKWAY, BOOK 29, PAGE 56, AS MONUMENTED BY A PIN AND CAP PLS 9655 BEING THE EASTERLY CORNER OF PARCEL 1, RECEPTION NUMBER 92-0071136 AND A PIN AND CAP PLS 23899, IS ASSUMED TO BEAR S64°49'30"W, 766.84 FEET.

PREPARED BY JOSEPH C. PRINSTER, P.E.  
FOR AND ON BEHALF OF  
MARTIN/MARTIN, INC.  
4251 KIPLING STREET  
WHEAT RIDGE, COLORADO 80033  
JULY 24, 1998

**EXHIBIT E-5**  
**JD EDWARDS - HINES EASEMENTS**  
**HINES PRIVATE STORM SEWER LINE**

A STRIP OF LAND 10.00 FEET IN WIDTH BEING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, LOCATED IN THE DENVER TECHNOLOGICAL CENTER IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE HINES PARCEL (RECEPTION NO. 9800003993); THENCE S08°53'54"E, 381.16 FEET TO A POINT AT WHICH POINT BEING HEREAFTER KNOWN AS THE TRUE POINT OF BEGINNING NO. 3; THENCE S45°58'58"E, 120.33 FEET; THENCE N73°26'24"E, 212.38 FEET; THENCE S81°21'03"E, 35.91 FEET TO THE POINT OF TERMINATION; AND

A STRIP OF LAND 10.00 FEET IN WIDTH BEING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, LOCATED IN THE DENVER TECHNOLOGICAL CENTER IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE HINES PARCEL (RECEPTION NO. 9800003993); THENCE S09°18'03"E, 357.07 FEET TO A POINT AT WHICH POINT BEING HEREAFTER KNOWN AS THE TRUE POINT OF BEGINNING NO. 2; THENCE N71°56'22"E, 73.20 FEET TO THE POINT OF TERMINATION.

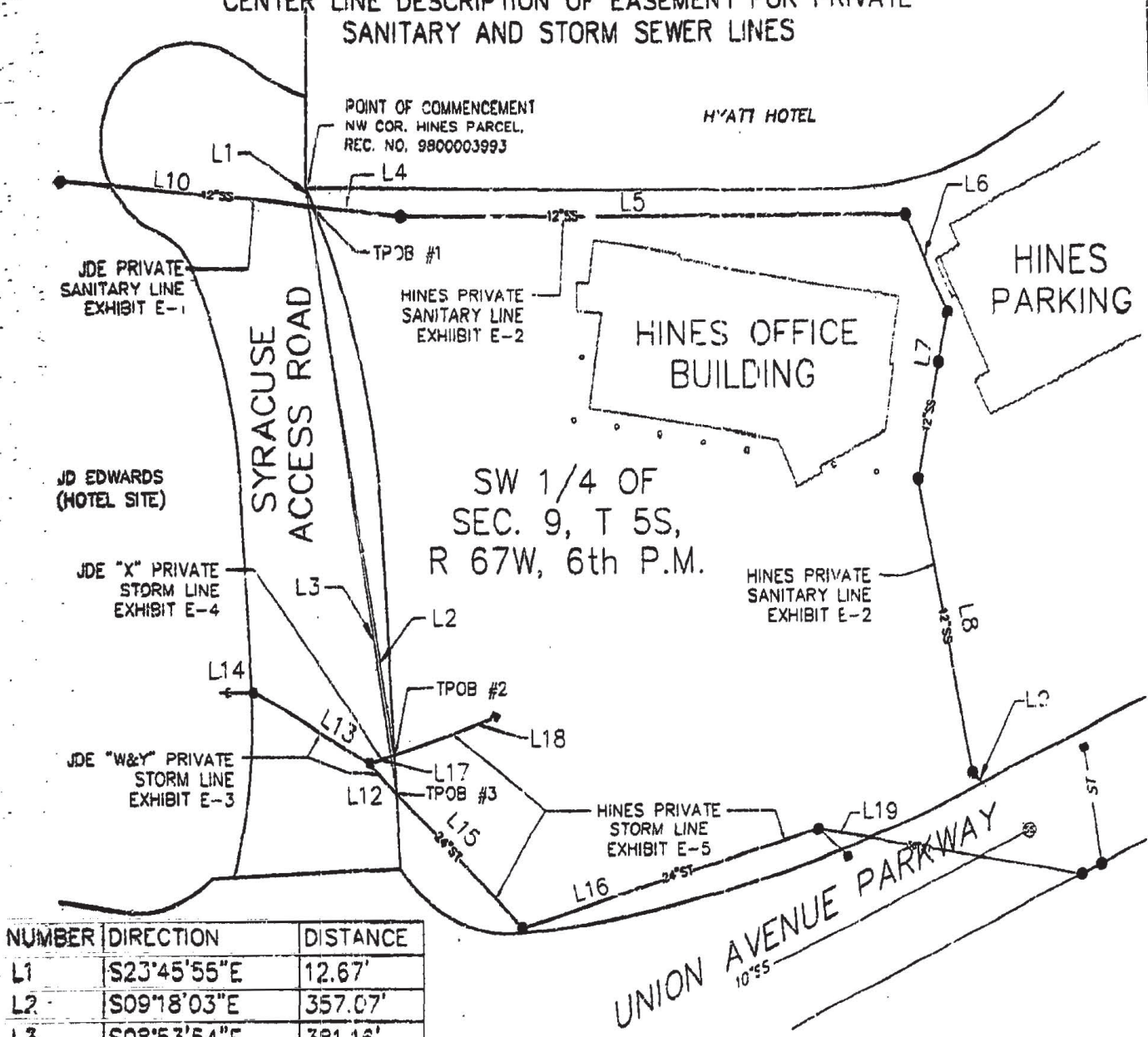
BASIS OF BEARINGS: THE NORTHERLY RIGHT-OF-WAY LINE OF UNION AVENUE PARKWAY, BOOK 29, PAGE 56, AS MONUMENTED BY A PIN AND CAP PLS 9655 BEING THE EASTERLY CORNER OF PARCEL 1, RECEPTION NUMBER 92-0071136 AND A PIN AND CAP PLS 23899, IS ASSUMED TO BEAR S64°49'30"W, 766.84 FEET.

PREPARED BY JOSEPH C. PRINSTER, P.E.  
FOR AND ON BEHALF OF  
MARTIN/MARTIN, INC.  
4251 KIPLING STREET  
WHEAT RIDGE, COLORADO 80033  
NOVEMBER 30, 1998



**EXHIBIT E-6**  
**(SHEET 1 OF 2)**  
**HINES/JD EDWARDS**

**CENTER LINE DESCRIPTION OF EASEMENT FOR PRIVATE  
 SANITARY AND STORM SEWER LINES**



NUMBER	DIRECTION	DISTANCE
L1	S23°45'55"E	12.67'
L2	S09°18'03"E	357.07'
L3	S08°53'54"E	381.16'
L4	S84°38'19"E	60.14'
L5	N89°51'18"E	348.86'
L6	S25°10'30"E	67.51'
L7	S11°58'15"W	105.24'
L8	S11°00'13"E	186.91'
L9	S46°51'18"E	9.12'
L10	N84°38'19"W	173.60'
L12	N45°47'36"W	26.99'
L13	N60°07'37"W	88.69'
L14	N89°49'29"W	23.66'
L15	S45°58'58"E	120.33'
L16	N73°26'24"E	212.38'
L17	S71°56'22"W	16.42'
L18	N71°56'22"E	73.20'
L19	S81°21'03"E	35.91'



SCALE 1" = 100'

DEC. 14, 1998  
 NOV 30, 1998

**MARTIN/MARTIN**

Consulting Engineers

4251 Kipling St.  
 Wheat Ridge, CO  
 (303) 431-6100

**EXHIBIT E-6**

(SHEET 2 OF 2)

HINES/JD EDWARDS

CENTER LINE DESCRIPTION OF EASEMENT FOR  
PRIVATE SANITARY AND STORM SEWER LINES

JD EDWARDS

HYATT  
HOTEL

JD EDWARDS

NW Cor. Hines Parcel,  
Rec. No. 9800003993

HOTEL SITE

SW 1/4 OF SEC. 9, T 5 S  
R 67 W, 6TH P.M.

Syracuse Access Road

Union Avenue Parkway

DEC. 14, 1998  
NOV. 05, 1998

**MARTIN/MARTIN**

Consulting Engineers

4251 Kiolling St.  
Wheat Ridge, CO  
(303) 431-6100

PLOT DATE: 11/05/98 PHELPS

G. JANSEN/JD-ED-IV SANITARY SEWER LINE

N 04°28'15" E  
95.24'

N 19°53'29" W  
124.73'

N 46°13'57" W  
108.13'

N 67°55'34" W  
144.58'

N 87°15'02" W  
203.05'

L10

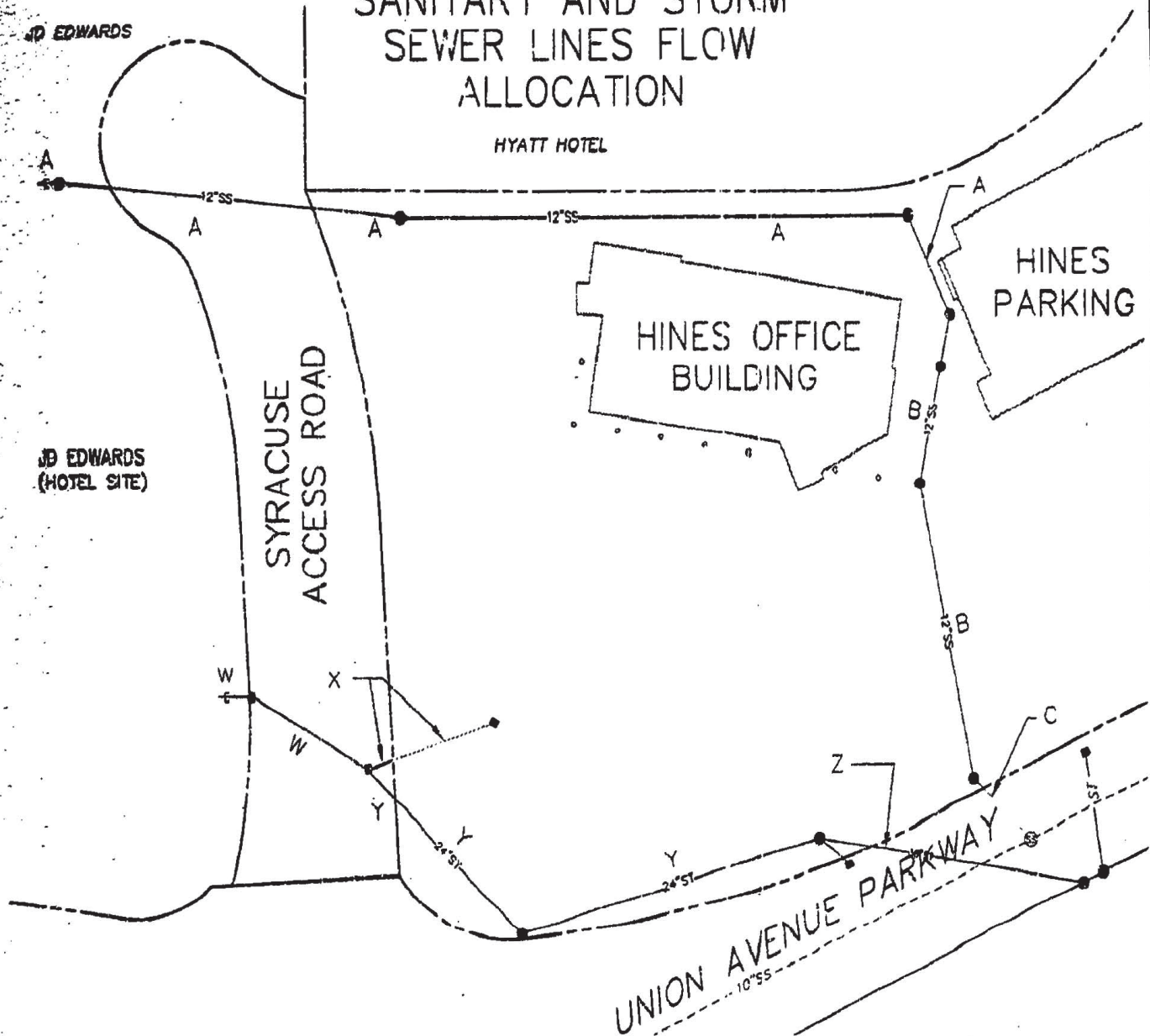
L4



SCALE 1" = 100'



EXHIBIT F  
(SHEET 1 OF 2)  
HINES/JD EDWARDS PRIVATE  
SANITARY AND STORM  
SEWER LINES FLOW  
ALLOCATION



SANITARY FLOW ALLOCATION

A	100 % JDE	0 % HINES
B	82 % JDE	18 % HINES
C	71 % JDE	29 % HINES

STORM FLOW ALLOCATION

W	100 % JDE	0 % HINES
X	0 % JDE	100 % HINES
Y	89 % JDE	11 % HINES
Z	69 % JCE	31 % HINES

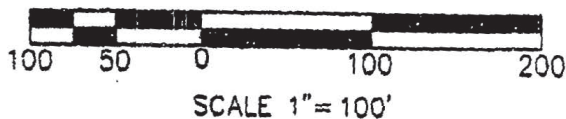
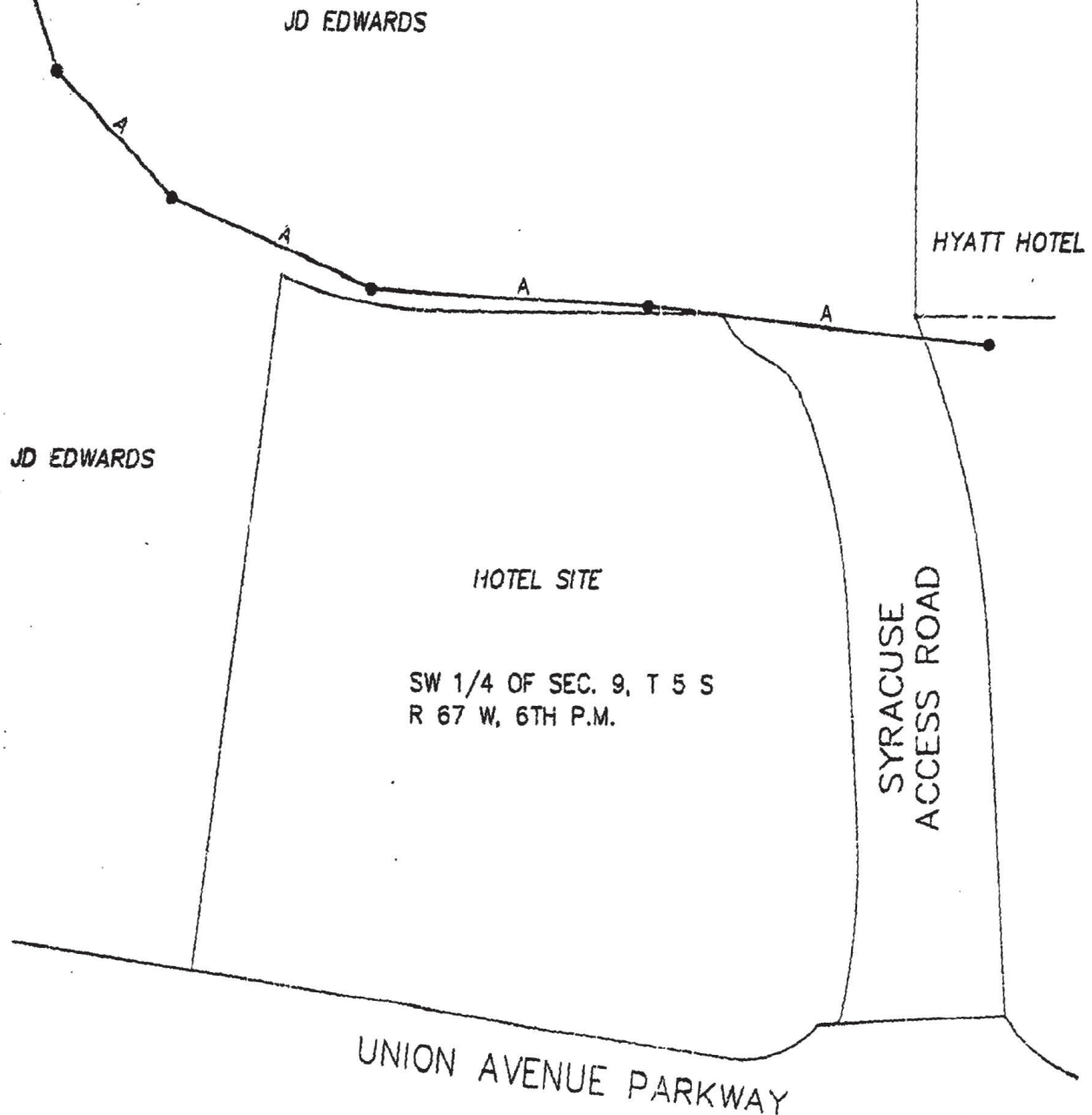


SCALE 1"=100'

DEC. 14, 1998  
JULY 24, 1998

**MARTIN/MARTIN**  
Consulting Engineers  
4251 Kipling St.  
Wheat Ridge, CO  
(303) 431-6100

EXHIBIT F  
(SHEET 2 OF 2)  
HINES/JD EDWARDS PRIVATE  
SANITARY AND STORM  
SEWER LINES FLOW  
ALLOCATION



DEC. 14, 1998  
NOV. 05, 1998

**MARTIN/MARTIN**

Consulting Engineers

4251 Kipling St.  
Wheat Ridge, CO  
(303) 431-6100

DATE: 11/05/98